

**CITY OF PELLA, IOWA**  
**TENTATIVE CITY COUNCIL MEETING AGENDA**  
**September 20, 2016—7:00 p.m. – Public Safety Complex**  
**Liberty Street Entrance**

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

**B. MAYOR'S COMMENTS**

1. Announce Policy and Planning Meeting following the regular Council meeting to discuss:
  - a. Project Update
2. Approval of tentative agenda.

**\*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 September 6, 2016.
2. Report of Committees
  - a. Policy and Planning Minutes for September 6, 2016.
3. Petitions and Communications
  - a. Renewal of Class C Liquor License with Sunday Sales for Applebee's Neighborhood Grill & Bar.
  - b. Renewal of Class C Beer Permit with Class B Wine and Sunday Sales for Casey's General Store #3213.
4. Administration Reports
  - a. None

**D. \*PUBLIC HEARINGS**

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

1. a. Public Hearing on a Rezoning Request for DaVita Healthcare Partners and Pella Regional Health Center.
1. b. Ordinance No. 916 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE INS DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP (1<sup>st</sup> Reading).
  2. a. Public Hearing on Furnishing Electrical Materials for the Vermeer Road Utility Project, Pella, Iowa.
  2. b. Resolution No. 5716 entitled, "RESOLUTION APPROVING PLANS AND SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COSTS, RECEIVING BIDS AND MAKING AWARD OF MATERIALS FOR FURNISHING ELECTRICAL MATERIALS FOR THE VERMEER ROAD UTILITY PROJECT, PELLA, IOWA".

**E. PETITIONS & COMMUNICATIONS**

- 1a. Special Event—Marching Dutch Invitational.
- 1b. Resolution No. 5717 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "MARCHING DUTCH INVITATIONAL".
  - 2a. Special Event—Herfst Feest.
  - 2b. Resolution No. 5718 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "HERFST FEEST".
    - 3a. Special Event—Homecoming Street Party at Central College.
    - 3b. Resolution No. 5719 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS RO GROUNDS FOR THE SPECIAL EVENT KNOWN AS "HOMECOMING STREET PARTY AT CENTRAL COLLEGE".

**F. PLANNING AND ZONING ITEMS**

NONE

**G. ADMINISTRATION REPORTS**

NONE

**H. RESOLUTIONS**

1. Resolution No. 5720 entitled, "RESOLUTION APPROVING CHANGE ORDER NO.1 WITH ELECTRICAL POWER PRODUCTS FOR FURNISHING ONE 69 KV CONTROL PANEL IN CONNECTION WITH THE WEST SUBSTATION RING BUS CONVERSION PROJECT".
2. Resolution No. 5721 entitled, "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PELLA AND VERMEER CORPORATION".
3. Resolution No. 5722 entitled, "RESOLUTION ORDERING THE PREPARATION OF PLANS AND SPECIFICATIONS, FORM OF CONTRACT, NOTICE OF HEARING AND LETTING, SETTING DATE FOR PUBLIC HEARING, AUTHORIZING THE TAKING OF BIDS AND AUTHORIZING BID OPENING IN CONNECTION WITH FURNISHING 15 KV SWITCHGEAR AND 15 KV SWITCHGEAR PANEL DOORS FOR THE CITY OF PELLA, IOWA".
4. Resolution No. 5723 entitled, "RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX ENGINEERING ASSOCIATES, INC. FOR A FACILITY PLAN, ANTIDegradation ALTERNATIVES ANALYSIS AND NUTRIENT REDUCTION STUDY".

**I. ORDINANCES**

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

1. Ordinance No. 914 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE INS DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP". (2nd Reading)
2. Ordinance No. 915 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 505-513 MAIN STREET, AND 705 UNION STREET, CITY OF PELLA, MARION COUNTY, IOWA". (2nd Reading)

**J. CLAIMS**

1. Abstract of bills No. 1967.

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

(Public comments are limited to 3 minutes.)

**L. CLOSED SESSION**

NONE

**M. ADJOURNMENT**

**NOTICE:** Items to be presented to the City Council must be in the hands of the City Clerk no later than 4:00 p.m. on the Monday before the week of the Council meeting. A packet containing the agenda and documentation for each item listed on the agenda is then prepared on Friday and delivered to each Councilmember. The next regular Council meeting is scheduled for October 4, 2016. The deadline for items is September 26, 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.*



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THE  
**CITY of PELLA**  

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STAFF MEMO TO COUNCIL

ITEM NO. B-1

SUBJECT: Project Updates

DATE: September 20, 2016

**BACKGROUND:**

During the Policy and Planning Session staff will be providing updates on projects. In addition, staff would also like to discuss with Council a request to reestablish Council Committee meetings.

ATTACHMENTS: None

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Informational Item.

CITY OF PELLA, IOWA  
CITY COUNCIL  
OFFICIAL MINUTES  
September 6, 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 Jim 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, Attorney John Webber and City Clerk Ronda Brown were present. Five staff members and ninety two 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. None

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

3. 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 August 16, 2016.

2. Report of Committees

a. Policy and Planning Minutes for August 16, 2016.

Policy and Planning Minutes  
August 16, 2016

No meeting was held.  
Respectfully Submitted,  
Ronda Brown, City Clerk

b. Library Board Minutes for July 12, 2016.

PELLA PUBLIC LIBRARY  
Board of Trustees Meeting  
July 12, 2016

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

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 June minutes prior to the meeting. Alli moved to approve the minutes. Praveen seconded the motion and it carried. The minutes were unanimously approved.

V. Approval of Bills: All Board members received the July list of bills prior to the meeting. Two additional bills have come in since the report was distributed. They were maintenance on the copier and color copier. On the report the amounts for the water and the electric bill were swapped. There is a payment for the replacement of a Launchpad on the report, however the patron who broke the device did pay for the replacement. The Board discussed the bills and questions were answered. Praveen moved to approve the bills. Kenny seconded the motion and it carried. The bills were unanimously approved.

VI. Unfinished Business: None

VII. New Business:

a. Election of officers – Slate is as follows: Rebecca as President, Praveen as Vice President, Alli as Secretary. Kenny moved to approve the slate of officers. Jane seconded the motion and it carried.

- b. FY15/16 statistics – Due to the transition between the old and new systems it is virtually impossible to get accurate statistics for January. Therefore until the varying reports can be reconciled, Wendy will not be able to provide analysis of the statistics. General discussion was held regarding this topic. Circulation has decreased 5% and this is consistent with national trends.
- c. Progress report on Plan for Service – The board discussed the progress on the Plan for Service. There were a few topics that stood out. One was that the library is continuing to try to add different evening activities for families. Recently an outdoor game night was hosted by the library. The attendance was less than the library staff had hoped for, however weather may have been a factor. There is another one scheduled for next month. Another topic discussed was the “Book a Librarian” service. This service has not been advertised too much in the past, as most services that patrons want from a one-on-one session with a librarian are computer related and the computer classes offered at the library filled this need. Attendance at the computer classes is decreasing and this service may be offered instead of computer classes. We also discussed the number of visits to the library website. It is through the city of Pella and we are limited on what we can put up there and/or change. The number of visits are up this year, but over the last 5 years it has decreased. We do have many other ways of connecting with patrons such as Facebook, email, etc. The last topic discussed was that the report reflected that we had met all state standards but one. Wendy did some research following the meeting and determined that we actually did meet all state standards.

VIII. President’s Report and Announcements:

- a. Committee assignments: Alli, Praveen, and Kenny are on the Personnel Committee and John, Jane, and Rachel are on the Governance Committee.

IX. Director’s Report:

A. Summer Reading

As of July 8, we have given out 1,150 reading logs and awarded 1,236 prizes.

B. Building and grounds

The bill from Halvorson Trane in your packets is for the work they did on the HVAC in May. We had an additional service call on July 5.

C. Staff activities

Youth Services Librarian: On Thursday, June 30, we had a program called Pockets Full of Fun by Lisa Laird from Orange City, Iowa. The program was puppets and a ventriloquist. She did a wonderful job and we have heard very positive comments from kids and parents. Katie is keeping busy with all the summer reading programs and prizes.

Assistant Director: This month I oversaw the installation and configuration of a new wireless “802.11ac” access point. 4G internet backup will be installed in July (we are still working on the installation. A 3<sup>rd</sup> wireless access was installed). I completed two staff performance evaluations. On a professional development note, I have completed work on the textbook “Crash Course in Technology Planning.” It will be published by Libraries Unlimited, a division of ABC-CLIO, and will go on sale July 31, 2016.

Director: I reviewed bids for our magazine subscriptions and decided to go with a different vendor (we will save about \$700), weeded the 700s, worked on end-of-the-year finances and statistics, and planned some adult programs for fall.

D. Upcoming events

- Saturday Story time is offered every Saturday at 10:30 a.m. Saturday story time is suggested for ages 3 and up with parents.
- July 7, 14, & 21 at 12:00 p.m.: Theater Thursday. Kids and parents are welcome to bring a sack lunch at noon to eat in the Meeting Room. The movie will start at 12:30 p.m. Children under the age of 5 must have a parent or mature person in the room watching the movie. Children under the age of 8 must have a parent or mature person in the library while watching the movie. To learn the movie title, please call the library.
- July 18 at 10:00 a.m.: Hanson Family Jugglers will amaze us with their juggling while riding a unicycle! The program will be held at the Joan Kuyper Farver Auditorium in the Community Center Building. Everyone is welcome to attend, and no sign up is needed.
- July 19 at 7:00 p.m.: Family Fun Night. Join us for outdoor water games and fun. We will meet in the Meeting Room at 7:00 p.m. All ages are welcome. The program will be held rain or shine.
- July 21 at 10:15 a.m.: Genealogy Club will meet in the Heritage Room.
- July 22 at 9:30 & 10:30 a.m.: IPTV’s Dan Wardell will hold his Reading Road Trip Story Time at the Joan Kuyper Farver Auditorium in the Community Center Building. Everyone is welcome to attend, and no sign up is needed.
- July 28 at noon: The Brown Bag Book Club will discuss *A Call to Action* by Jimmy Carter in the Heritage Room.
- The Friends of the Library will hold their annual Paperback Book Sale Thursday, July 28 through Saturday, July 30. The book sale will be in the library meeting room during all hours the library is open.

X. Committee reports: None

XI. Adjournment: President Rebecca Manifold adjourned the meeting at 4:53 p.m. The next regularly scheduled Board Meeting is scheduled for August 9, 2016 at 4 PM.

**c. Planning and Zoning Commission Minutes for August 8, 2016.**

CITY OF PELLA, IOWA  
PLANNING & ZONING COMMISSION MINUTES  
August 8, 2016 7:00 AM  
Public Safety Complex  
Liberty Street

A. Call to order by the Chairperson and Roll Call.

Members Present: Agan, Landon, Pfalzgraf, Vander Molen, Van Vark, Van Wyk, Visser,

Absent: Chiarella, Haustein, Vos

Quorum present.

Visitors: Jim Corbett, Jim Van Zee, Christy Van Zee

B. Chairperson’s Comments.

1. Approval of tentative agenda

2. Discussion of Rule 27 “No Motions by Presiding Officer” in the Planning and Zoning Commission Procedural Rules.

C. Approval of 7-25-16 Minutes

A motion to approve was made by Landon and seconded by Visser. On roll call the vote was: YES: Landon, Visser, Agan, Pfalzgraf, Vander Molen, Van Vark, Van Wyk. NO: None. Motion carried.

D. Public Hearing: Rezoning for Pella Regional Health Center (PRHC)

Public Hearing concerning petition to rezone 3 lots and remnant legacy vacated right-of-way from R1B – Single Family Residential Moderate to INS – Institutional:

There were no written comments received. The applicant provided a properly completed rezoning petition for properties within 300’ of the proposal consisting of twenty-six (26) properties. Eighteen (18) properties have signed the petition notification indicating their consent to the rezoning, (69%). Staff provided an overview of the request by Pella Regional Health Center. In summary, the properties proposed to be rezoned will serve as a parking lot which is adjacent to the medical facility. The Future Land Use Map of the Comprehensive Plan indicates “Medical and Assisted Living” for the entire petitioned INS-zoned area. In addition, the Land Use Compatibility Matrix of the Comprehensive Plan suggests compatibility between the existing Institutional Uses and Single

Family/Medium Density Residential Uses. Jim Corbett made comments on behalf of Pella Regional Health Center and answered questions from the Commission. The Commission discussed the request and at the conclusion of the discussion a motion was made by Van Vark to approve and seconded by Vander Molen. On roll call the vote was: YES: Van Vark, Vander Molen, Agan, Pfalzgraf, Van Wyk, Visser. NO: None. Motion carried.

E. Other Business / Public Forum

The topics of special meetings criteria and alternative meeting times were discussed.

F. Adjourn

With no further business noted, the meeting was adjourned at 7:45 A.M.

### d. Board of Adjustment Minutes for June 28, 2016.

CITY OF PELLA, IOWA  
BOARD OF ADJUSTMENT MINUTES  
June 28<sup>TH</sup>, 2016 6:00 PM  
Public Works Conference Rm  
100 Truman Road

A. Call to order by the Chairperson and Roll Call.

Members Present: Corbett, Hastings, Smith, Vander Meiden, Vander Wert

Absent: Nossaman, Reiter, Rolffs, Van Wyk

Quorum present.

Visitors: Jeremy Kohlhaas, Tara Kohlhaas, Karen Eischen, Marge Steenhoek, Loren Steenhoek, Kathy Thompson

B. Chairperson's Comments.

1. Approval of tentative agenda

Board Member Vander Wert moved to approve, seconded by Board Member Hastings.

On roll call the vote was: YES: Corbett, Hastings, Smith, Vander Meiden, Vander Wert

C. Approval of Minutes from June 14, 2016

Board Member Vander Wert moved to approve, seconded by Board Member Vander Meiden.

On roll call the vote was: YES: Corbett, Hastings, Smith, Vander Meiden, Vander Wert

D. Public Hearing:

The Board of Adjustment opened the Public Hearing on a Special Use Permit Application by Jeremy and Tara Kohlhaas concerning a Cocktail Lounge Use at 615 Franklin Street.

Written comment from Kris Zimmerman was read and entered into the record.

Staff provided an overview of the proposal from Jeremy and Tara Kohlhaas. In summary the proposed use and subsequent code requirement for a special use permit were explained in detail by staff.

Oral comments by Jeremy Kohlhaas, Tara Kohlhaas and Karen Eischen were presented to the Board supporting the proposed use.

As no other comments were received, Board Member Smith moved to close the public hearing, seconded by Board Member Hastings.

E. Special Use Permit Application:

Special Use Permit Application by Jeremy and Tara Kohlhaas Concerning a Cocktail Lounge at 615 Franklin Street.

The Board discussed the request and at the conclusion of discussion a motion was made by

Board Member Vander Meiden to approve the request, seconded by Board Member Hastings.

On roll call the vote was: YES: Corbett, Hastings, Smith, Vander Meiden, Vander Wert. NO: None. Motion carried.

F. Other Business

G. Adjourn

Board Member Jane Smith moved to adjourn. Meeting adjourned at 6:15 p.m.

### 3. Petitions and Communications

#### a. Special Event—MidWestOne—Meal on the Molengracht.

SUBJECT: Special Event Permit for MidWestOne--Meal on the Molengracht

DATE: September 6, 2016

BACKGROUND: MidWestOne has requested a special event permit for "Meal on the Molengracht". The event is scheduled for Thursday, October 6, 2016 from 5-7 pm with setup starting on October 5, 2016 at 12:00 pm and take down until October 7, 2016 at 11:00 am. They will be serving grilled hamburgers and hot dogs in front of their location on the south side of the Molengracht as a way of saying "thank you" to their customers.

It should be noted, the special event includes a signage request for two banners to be hung on the canal railing as well as a 20x20 tent for inclement weather. A private event permit has also been requested to reserve the plaza area southwest of the bridge to Main Street.

The insurance certificate has been received and fees have been paid. All pertinent City Departments have reviewed this application, and approval is recommended.

ATTACHMENTS: Application, Department Head Comments

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve special event permit.

#### b. Renewal of Class C Liquor License with Sunday Sales for El Charro.

SUBJECT: Class C Liquor License with Sunday Sales for El Charro

DATE: September 6, 2016

BACKGROUND: El Charro, located at 514 Main Street, has applied for a renewal of their Class C Liquor License with Sunday Sales. The term of the new license is twelve months and would expire October 7, 2017. The application was completed with the State online, and approval is recommended.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK  
RECOMMENDED ACTION: Approve renewal.

c. Renewal of Class C Liquor License with Outdoor Service and Sunday Sales for Jo's Octagon.

SUBJECT: Class C Liquor License Renewal for the Octagon Lounge  
DATE: September 6, 2016  
BACKGROUND: Jo's Octagon, located at 703 E Oskaloosa, has applied for a renewal of a Class C Liquor License with Outdoor Service and Sunday Sales. The application was completed with the state online and is pending dram shop insurance. The term of the new license is twelve months and would expire August 31, 2017.  
Staff is recommending approval pending receipt of dram shop insurance.  
ATTACHMENTS: Application  
REPORT PREPARED BY: City Administration  
REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK  
RECOMMENDED ACTION: Approve license pending receipt of dram shop insurance.

4. Administration Reports

a. None

**D. \*PUBLIC HEARINGS**

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

1. a. Public Hearing on Rezoning the Three Parcels in the 500 Block of Monroe Street from Single Family Moderate Density (R1B) to Institutional (INS). (Pella Regional Health Center). One written comment was received from Jim Mansueto that was not in the original Council packet. Councilmember Schiebout moved, seconded by Councilmember Bokhoven to accept into the record this information. On roll call the vote was: AYES: Schiebout, Bokhoven, Vander Beek, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried. Oral comments were received. Councilmember Bokhoven moved to close the public hearing, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: Bokhoven, Vander Beek, Van Stryland, Schiebout, Peterson, De Jong. NAYS: None.

SUBJECT: Rezoning for Pella Regional Health Center  
DATE: September 6, 2016  
BACKGROUND:  
Pella Regional Health Center (PRHC) is requesting to rezone three properties located at 302 Liberty Street, 301 Franklin Street, and 219 Franklin Street from R1B Single Family Residential to INS Institutional District. The purpose of the rezoning request is to support a proposed 12,095 square foot parking lot adjacent to PRHC. It is staff's understanding the properties for this proposed rezoning will be used for additional parking for PRHC. The parcels are identified as: 1223 Birch Street; 505 Monroe Street and 507 Monroe Street.

**Zoning**

The current zoning for these properties is R1B Single Family Residential. This district is intended to provide locations for moderate density residential areas for single-family use with supporting and appropriate community facilities. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure. The requested zoning classification for these properties is Institutional District (INS). This district accommodates a variety of Institutional uses such as college campus environments, schools, churches, hospitals, medical campus and elder care facilities. The district is designed to provide appropriate space regulations and assure that facilities are served with adequate parking facilities. Staff does not believe there are any spot zoning concerns associated with this request as these properties are adjacent and in close proximity to an existing institutional use.

**Comprehensive Plan**

The Comprehensive Plan, Future Land Use Map, targets the proposed properties for Medical and Assisted uses. Furthermore, the Land Use Compatibility Matrix of the Comprehensive Plan suggests compatibility between Institutional Uses and Low Density Residential Uses. Therefore, no change to the Comprehensive Plan is needed for this rezoning.

**Summary**

Staff is recommending approval of this zoning request. The proposed ordinance would amend the boundaries of the INS District to include three parcels of land owned by Pella Regional Health Care (1223 Birch Street, 505 Monroe Street, and 507 Monroe Street) from R1B Single Family Residential to INS Institutional District. It should be noted, the Planning and Zoning Commission at their August 8, 2016 meeting approved the rezoning on a 7 to 0 vote.

ATTACHMENTS: Ordinance, Map  
REPORT PREPARED BY: Planning and Zoning  
REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK  
RECOMMENDATION: Approve ordinance.

1. b. Ordinance No. 914 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE INS DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP". Councilmember Schiebout moved to place Ordinance No. 914 on its first reading, seconded by Councilmember Bokhoven.

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

2. a. Public Hearing on Rezoning Property Located at 505-513 Main Street and 705 Union Street from Mixed Use Urban Commercial Corridor (CUC) to Planned Unit Development (PUD). Councilmember Vander Beek declared a conflict of interest and would not be participating in the discussion or vote under item D-2. Several written comments were received that were not in the original Council packet. Councilmember Schiebout moved, seconded by Councilmember Peterson to accept into the record this information. On roll call the vote was: AYES: Schiebout, Peterson, De Jong, Bokhoven, Van Stryland. NAYS: None. ABSTAIN: Vander Beek. Motion carried. Oral comments were received. Councilmember Bokhoven moved to close the public hearing, seconded by Councilmember Peterson. On roll call the vote was: AYES: Bokhoven, Peterson, De Jong, Van Stryland, Schiebout. NAYS: None. ABSTAIN: Vander Beek.

SUBJECT: Rezoning for Casey's Marketing Company

DATE: September 6, 2016

**BACKGROUND:**

This proposed ordinance would change the zoning classification for the property located at 505-513 Main Street and 705 Union Street from Mixed Use Urban Commercial Corridor (CUC) to Planned Unit Development (PUD). As background, Casey's Marketing Company is proposing on this 1.17 acre site a new 4,475 square foot convenience store with gasoline sales. According to Casey's representatives, the intention of the new store is to consolidate three of their existing stores into a new store which is capable of serving the community's needs. The existing Casey's stores which would be closed are 640 Washington Street, 744 Washington Street and 414 Oskaloosa Street. Under the City Code, the proposed development is identified as Convenience Food Sales use type and is permitted by right in the CUC Zoning District. This ordinance is being proposed by the City of Pella to satisfy the requirements of the city's comprehensive plan and to mitigate potential impacts to the neighboring residential properties which abut and are adjacent to the development.

**Planned Unit Development (PUD)**

A Planned Unit Development (hereinafter "PUD") is designed to allow for comprehensively planned projects which provide for innovative and imaginative approaches to urban design and land development. A PUD is a negotiated contract for land development between the private developer and the public governmental entity. This differs from the traditional approach to land development wherein the developer develops land pursuant to minimum standards previously adopted by the government. A PUD permits flexible variation from established land regulations as contained in zoning districts and in platting and subdivision requirements. In essence, the developer, with City staff guidance, Planning and Zoning Commission review, and Council approval, may develop its own guidelines for the best development of the land in question.

**Key Requirements of the Proposed Ordinance**

The proposed ordinance requires the development to be in conformance with the CUC zoning district except for the following modifications:

1. The Pella City Code requires the parking and fuel dispensing area to be in the side yard or rear of the building. The issue as it relates to this site is the fuel dispensing area would be located closer to the residential properties which abut and are in close proximity to the site. The proposed ordinance allows the parking and associated fuel dispensing area for the development to be placed in front of the convenience store or further away from the neighboring residential properties.
2. The setback requirements for the proposed convenience store have been adjusted to allow the parking and fuel dispensing area to be placed in front of the building.
3. Currently, the City Code does not place any limits on the operating hours for the new convenience store. The proposed ordinance limits the operating hours for the development to 6:00 a.m. to 11:00 p.m.
4. The green space area requirement under the Pella City Code is 5% of the total development. The proposed ordinance requires a green space area of 28%. In addition, there are numerous landscaping enhancement being proposed as a part of the PUD.

The proposed ordinance also contain requirements for the three existing Casey's Marketing Company Stores located 640 Washington Street, 744 Washington Street and 414 Oskaloosa Street. Specifically, the proposed ordinance requires Casey's Marketing Company to close and repurpose these existing stores within 30 days of receiving a certificate of occupancy for the new convenience store.

Finally, it is important to note, the PUD is contingent upon Casey's Marketing Company acquiring title to the property by February 1, 2017. If Casey's Marketing Company does not acquire title to the property by this date, then the zoning reclassification to PUD will be null and void.

**Site Plan Summary**

The Planning and Zoning Commission conditionally approved Casey's Marketing Company's proposed site plan on a 7-3 vote subject to the Pella City Council approving the planned unit development ordinance for the property site.

The proposed site plan was prepared in accordance with the Pella City Code and the requirements of this planned unit development ordinance. For Council's review, a copy of the proposed site plan is enclosed.

Listed below is a summary of the key points of the proposed site plan:

**Site Orientation** - The site plan for Casey's Marketing Company places the fuel dispensing area in close proximity to Main Street and in front of the proposed convenience store. This is an important issue because staff believes the proposed PUD ordinance allows for the fuel dispensing area to be placed farther away from the abutting residential properties than if the development were constructed solely within the parameters of the City's zoning code. Specifically, the Pella City Code requires the parking and fuel dispensing area to be in the side yard or rear of the building. The issue as it relates to this site is the fuel dispensing area would be located closer to the residential properties which abut and are in close proximity to the site.

**Building Design** - The design of the proposed convenience store and associated gas canopy was approved by the City's Community Development Committee. Staff believes the design of the proposed convenience store meets the city's architectural guidelines and appreciates the efforts Casey's Marketing Company has undertaken in designing the proposed convenience store.

**Site Landscaping and Buffering** - Under the City Code, a minimum of 5% of the total lot area is required for green space area. In comparison, approximately 28% of the proposed site plan for Casey's Marketing Company is green space area. Overall, the landscaping plan includes 21 screening trees, 6 tulip beds, 73 shrubs and bushes. In addition, located in the northeast corner of the property will be landscaping design features which will include a pedestrian walkway, tulip beds, benches, and an area dedicated for a future community sign such as a kiosk. Furthermore, the proposed site plan includes a 6 foot double sided heavy wood fence around the site. The fence will contain solid slats on each face of the fence. The gap between slats is offset 1/2 the width of a slat to further contain noise on the site. In addition, the fence will be built to incorporate both straight segments and intermittent segments built at 45 degree angles. The purpose of this construction is to break up the façade of the fence which staff believes is an important mitigation element.

**Operating Hours and Lighting Plan** - The proposed PUD will limit the hours the new store can be open to the general public to 6:00 a.m. to 11:00 p.m. seven days per week. In addition, the lighting plan for the site operating hours for the new store plan is intended to minimize light pollution and contain lighting on the development site.

**Traffic Analysis** - As part of the site plan review, traffic engineers from Snyder and Associates conducted a traffic study for the development. Listed below are highlights from the analysis:

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 peak hours), no improvements are recommended at either the intersection of Union Street and Main Street or to Union Street or Main Street at the development'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).

#### **Comprehensive Plan**

The Future Land Use Map of the Comprehensive Plan targets the proposed site for Mixed Use Commercial, which is the closest match to the City's CUC Zoning District. However, the Land Use Compatibility Matrix of the Comprehensive Plan indicates there could be potential land use compatibility issues between the development and the abutting residential property owners. As a result, staff believes the Comprehensive Plan recommends a PUD for the proposed development. According to the Comprehensive Plan, the intention of a PUD is to assess the project's impact and define the development's design.

Staff believes the proposed planned unit development conforms to the City's comprehensive plan. Staff based our opinion on the fact that the use proposed by Casey's Marketing Company is permitted by right in the existing CUC Zoning District. Furthermore, the Future Land Use Map of the Comprehensive Plan appears to align with the CUC Zoning for the site. Therefore, any land use compatibility issues should be mitigated through the site planning process. In this particular case, staff believes the proposed PUD meets the intent of the City's Comprehensive Plan by requiring additional mitigation measures by the developer than what is required under the City's CUC zoning district. Listed below are the factors staff considered in making this determination: The proposed PUD ordinance allows for the gas canopy area to be placed farther away from the abutting residential properties than if the development were constructed solely within the parameters of the City's zoning code. This is important because staff believes this additional separation will help mitigate potential impacts to the abutting residential property owners. The proposed PUD contains significantly more green space area, landscaping, and screening than what is required under the City Code. Staff believes these items will help reduce the impact on the neighboring properties. The proposed PUD limits the operating hours of the development which will further mitigate impacts to the neighboring property owners. Once again, based on staff's review, we believe the proposed planned unit development conforms to the City's Comprehensive Plan.

#### **Citizen Petition**

As a part of the public hearing process conducted by the Planning and Zoning Commission, a petition was received by property owners within 200' of the boundaries of the proposed site. Based on advice of legal counsel, staff believes this proposed ordinance will require a super majority approval from the Pella City Council.

#### **Staff Recommendation:**

Staff believes the proposed ordinance meets the requirements of the City's zoning code. In addition, staff also believes the proposed ordinance is consistent and in conformance with the City's comprehensive plan. Therefore, staff is recommending approval of the proposed ordinance which would formally establish a Planned Unit Development. It should be noted that at the August 22, 2016 Planning and Zoning meeting, the Commission approved a resolution recommending approval of the PUD ordinance to Council on a 9 to 1 vote.

ATTACHMENTS: Ordinance, Planning and Zoning Resolution, Location Map, Comp Plan Map, Zoning Map, Casey's Marketing Company Site Plan, Letters & Petition

REPORT PREPARED BY: Planning and Zoning

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve ordinance.

2. b. Ordinance No. 915 entitled, "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 505-513 MAIN STREET, AND 705 UNION STREET, CITY OF PELLA, MARION COUNTY, IOWA". Councilmember De Jong moved to place Ordinance No. 915 on its first reading, seconded by Councilmember Bokhoven. On roll call the vote was: AYES: De Jong, Bokhoven, Van Stryland, Peterson. NAYS: Schiebout. ABSTAIN: Vander Beek. Motion carried.

### **E. PETITIONS & COMMUNICATIONS**

1a. Special Event—Pella in Pink. Councilmember Vander Beek moved to approve, 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: Special Event Permit Request for "Pella in Pink"

DATE: September 6, 2016

BACKGROUND: The Pella Regional Foundation has requested a special event permit for the "Pella in Pink" Run/Walk scheduled for Saturday, October 15, 2016, set-up/take down time from 6:00-10:00 a.m. This is the eighth year for this event which raises money for breast cancer programs at Pella Regional. The organizer estimates 200 participates. The race is scheduled to begin at the Tulip Tower at 8:00 a.m.

Along with this request is a resolution to close W 3<sup>rd</sup> Street from Washington Street to University Street from 7:30-9:00 am and Broadway Street from Franklin Street to Peace Street from 8:00-9:00 am. The insurance certificate and fee have been received. All pertinent City Departments have reviewed this application, and approval is recommended.

ATTACHMENTS: Resolution, Application, Department Comments, Map

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve special event and resolution.

1b. Resolution No. 5713 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS "PELLA IN PINK". Councilmember Vander Beek moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Vander Beek, Schiebout, Peterson, De Jong, Bokhoven, Van Stryland. NAYS: None. Motion carried.

**F. PLANNING AND ZONING ITEMS**

NONE

**G. ADMINISTRATION REPORTS**

NONE

**H. RESOLUTIONS**

1. Resolution No. 5714 entitled, "RESOLUTION ORDERING PLANS AND 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 ELECTRICAL MATERIALS---VERMEER ROAD UTILITY PROJECT, PELLA, IOWA". 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: Resolution Ordering Plans and 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 Electrical Materials --- Vermeer Road Utility Project, Pella, Iowa

DATE: September 6, 2016

BACKGROUND: This resolution sets the public hearing date as September 20, 2016 and authorizes the taking of bids for the purchase of electric conduit and manhole materials for the Vermeer Road Utility Project. The intention of this project is to place the 12,470 volt electrical distribution system in the area of Vermeer Corporation underground. The current distribution system in this area extends on Vermeer Road from 240th Place to 250th Street and beginning at Vermeer Road and running north 990 feet along 250<sup>th</sup> Street. The placement of the distribution system is expected to be completed in two phases. The first phase will be the boring and placement of the electrical conduit underground. This phase is proposed to be completed by Vermeer Corporation over the next twelve months and will be facilitated by a development agreement. It is important to note, once Vermeer Corporation completes this phase of the project, they will dedicate the electrical conduit and associated manholes to the City of Pella as public infrastructure. After the necessary electrical conduit is placed underground, the City will place the distribution system in this area underground. Critical dates for the material purchase have been identified as:

September 13, 2016 – Bid Opening at 1:30 pm at City Hall

September 20, 2016 – Public Hearing and Award at 7:00 pm

As noted above, this project is expected to be a joint project between the City of Pella and Vermeer for which the terms and conditions of the project will be incorporated into a development agreement and presented to the Council for approval at a future Council meeting. The engineer's estimate of the project, were the City to undertake the project alone through the utilization of a private contractor, is approximately \$500,000. Given the partnership with Vermeer Corporation, the City's total estimated cost, which will only include materials, is estimated at \$220,285. It should be noted that the project is expected to get underway immediately following the delivery of materials and will likely be completed by the spring of 2017.

Given the significant savings associated with the development agreement and the improved service associated with this project, staff is recommending Council approve the resolution ordering plans and specifications, form of contract, notice to bidders, setting the public hearing and authorizing bid opening in connection with Furnishing Electrical Materials --- Vermeer Road Utility Project, Pella, Iowa.

ATTACHMENTS: Resolution, Bid Specifications

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

2. Resolution No. 5715 entitled, "RESOLUTION APPROVING THE STREET FINANCE REPORT FOR FISCAL YEAR ENDING JUNE 30, 2016". Councilmember Van Stryland moved to approve, seconded by Councilmember Schiebout. On roll call the vote was: AYES: Van Stryland, Schiebout, Peterson, De Jong, Bokhoven, Vander Beek. NAYS: None. Motion carried.

SUBJECT: Resolution Approving the Street Finance Report for Fiscal Year 2016

DATE: September 6, 2015

BACKGROUND: Annually, the City is required by the Code of Iowa to file with the Iowa Department of Transportation a Street Finance Report in order to receive Road Use Tax funds.

The City's Street Finance Report for Fiscal Year ending June 30, 2016 is presented for approval with this resolution. FY 15/16 revenues total \$3,260,995 and expenditures total \$2,992,628. Listed below is a breakdown of the revenues and expenditures.

Revenues		Expenditures	
Road Use Tax	\$ 1,279,292	Road Way Maintenance	\$ 779,636
Tax Increment Financing	601,882	Snow and Ice Removal	38,250
Local Option Sales Tax	385,584	Engineering	215,351
Federal High Funds	987,523	Street Construction	1,921,967
Other	6,714	Equipment	33,924
Right of way	3,500		
<b>Total Revenues</b>	<b><u>\$ 3,260,995</u></b>	<b>Total Expenditures</b>	<b><u>\$ 2,992,628</u></b>

ATTACHMENTS: Resolution and Street Finance Report

REPORT PREPARED BY: FINANCE DIRECTOR

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve Resolution.

**I. ORDINANCES**

NONE

**J. CLAIMS**

1. Abstract of bills No. 1966. 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 9:17 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 De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Bokhoven, Van Stryland, Schiebout, Peterson. NAYS: None. At 9:25 p.m., Councilmember Vander Beek moved to reconvene to regular session, 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. No action was taken regarding this closed session.

**M. ADJOURNMENT**

There being no further business claiming their attention, Councilmember Bokhoven moved to adjourn, 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. Meeting adjourned at 9:31 p.m.

C-2-a

Policy and Planning Minutes  
September 6, 2016

No meeting was held.

Respectfully Submitted,  
Ronda Brown, City Clerk



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

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ITEM NO: C-3-a

SUBJECT: Renewal Class C Liquor License for Applebee's

DATE: September 20, 2016

BACKGROUND: Apple Corps, LP has applied for a renewal of their Class C Liquor License with Sunday Sales for Applebee's Neighborhood Grill & Bar, located at 1600 Washington. The term for the new license is 12 months and would expire on November 2, 2017. All requirements have been completed online with the State, and approval is recommended.

ATTACHMENTS: Application

REPORT PREPARED BY: City Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve renewal.

Name of Applicant: <u>Apple Corps LP</u>		
Name of Business (DBA): <u>Applebee's Neighborhood Grill &amp; Bar</u>		
Address of Premises: <u>1600 Washington St.</u>		
City <u>Pella</u>	County: <u>Marion</u>	Zip: <u>50219</u>
Business	<u>(641) 620-8646</u>	
Mailing	<u>1877 N Rock Road</u>	
City <u>Wichita</u>	State <u>KS</u>	Zip: <u>67206</u>

Contact Person

Name	<u>Lindsay Read</u>	
Phone:	<u>(316) 978-9508</u>	Email <u>LRead@sasnak.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 11/03/2016

Expiration Date: 11/02/2017

Privileges:

- Class C Liquor License (LC) (Commercial)
- Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>	
Corporate ID Number:	<u>218841</u>	Federal Employer ID <u>48-1203025</u>

Ownership

David Rolph

First Name: David Last Name: Rolph  
City: Wichita State: Kansas Zip: 67226  
Position: VP & Secy  
% of Ownership: 0.00% U.S. Citizen: Yes

Paul Schwarz

First Name: Paul Last Name: Schwarz  
City: Andover State: Kansas Zip: 67002  
Position: Treasurer  
% of Ownership: 0.00% U.S. Citizen: Yes

Corp Concepts, Inc.

First Name: Corp Concepts, Last Name: Inc.  
City: Wichita State: Kansas Zip: 67206  
Position: Owner

**% of Ownership:** 60.00%

**U.S. Citizen:** Yes

**William Stenzhorn**

**First Name:** William

**Last Name:** Stenzhorn

**City:** Wichita

**State:** Kansas      **Zip:** 67230

**Position:** VP

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Jonathan Rolph**

**First Name:** Jonathan

**Last Name:** Rolph

**City:** Wichita

**State:** Kansas      **Zip:** 67206

**Position:** VP

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Continental Western Insurance Company</u>	
<b>Policy Effective Date:</b> <u>11/03/2016</u>	<b>Policy Expiration</b> <u>11/02/2017</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



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THE  
**CITY of PELLA**  

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STAFF MEMO TO COUNCIL

ITEM NO: C-3-b

SUBJECT: Renewal of Class C Beer Permit for Casey's General Store #3213

DATE: September 20, 2016

BACKGROUND: Casey's General Store #3213 at 744 Washington Street has applied for renewal of their Class C Beer Permit with Class B Wine and Sunday sales. The term for the new license is 12 months and would expire on November 14, 2017. All requirements have been completed online with the state, and approval is recommended.

ATTACHMENTS: Application

REPORT PREPARED BY: City Clerk

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve renewal.

Name of Applicant: CASEY'S MARKETING

Name of Business (DBA): CASEY'S GENERAL STORE #3213

Address of Premises: 744 WASHINGTON ST

City Pella County: Marion Zip: 50219

Business (641) 628-4003

Mailing PO Box 3001

City Ankeny State IA Zip: 500218045

**Contact Person**

Name JESSICA FISHER, Store Operations

Phone: (515) 446-6404 Email JESSICA.FISHER@caseys.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 11/15/2016

Expiration Date: 11/14/2017

**Privileges:**

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

BusinessType: Publicly Traded Corporation

Corporate ID Number: 184278 Federal Employer ID 42-1435913

**Ownership**

**42-0935283 CASEY'S GENERAL**

STORES INC

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORES, INC.

City: ANKENY

State: Iowa

Zip: 50021-804

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

**MICHAEL RICHARDSON**

First Name: MICHAEL

Last Name: RICHARDSON

City: PLEASANT HILL

State: Iowa

Zip: 50327

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

**ROBERT C. FORD**

First Name: ROBERT C.

Last Name: FORD

City: DALLAS CENTER

State: Iowa

Zip: 50063

**Position:** VICE PRESIDENT

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**JULIA L. JACKOWSKI**

**First Name:** JULIA L.

**Last Name:** JACKOWSKI

**City:** URBANDALE

**State:** Iowa

**Zip:** 50322

**Position:** SECRETARY

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**James Pistillo**

**First Name:** James

**Last Name:** Pistillo

**City:** Urbandale

**State:** Iowa

**Zip:** 50323

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



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

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ITEM NO: D-1a & 1b

SUBJECT: Rezoning for DaVita Healthcare Partners Inc. & Pella Regional Health Center

DATE: September 20, 2016 (1<sup>st</sup> Reading)

**BACKGROUND:**

DaVita Healthcare Partners Inc. and Pella Regional Health Center are requesting to rezone four vacant properties, previously identified as 307 and 309 Jefferson Street and 1117 and 1121 Hazel Street, from R2 medium density residential to Institutional (INS). The purpose of the rezoning request is to support a medical building which would serve dialysis patients. A conceptual site plan for the property is included for Council's review.

**Current Zoning**

The current zoning for the four parcels is R2 (two family medium density residential). This district is intended to provide locations for medium density residential areas for single-family and two-family dwellings on moderate to small lots with supporting community facilities and urban services.

**Proposed Zoning**

The requested zoning classification for these properties is Institutional District (INS). This district accommodates a variety of Institutional uses such as college campus environments, schools, churches, hospitals, medical campus and elder care facilities. The district is designed to provide appropriate space regulations and assure that facilities are served with adequate parking facilities.

The adjacent zoning immediately to the north is INS (Institutional). The adjacent zoning immediately to the west, south and east is R2 (two family medium density residential). Staff does not believe there are any spot zoning concerns associated with this request as these properties are adjacent and in close proximity to an existing institutional use.

In considering this request, it is important to note, Institutional Zoning is in close proximity to the property with Pella Regional Health Center to the north. In addition, the applicant has provided a properly completed rezoning petition for properties within 300' of the proposal consisting of forty-three (43) properties. Sixteen (16) properties have signed the petition notification indicating their consent to the rezoning, (37%).

**Comprehensive Plan**

The Comprehensive Plan, Future Land Use Map, targets the proposed properties for Medical and Assisted uses. Furthermore, the Land Use Compatibility Matrix of the Comprehensive Plan suggests compatibility between Institutional Uses and Low Density Residential Uses. Therefore, staff believes the proposed request is consistent with the City's Comprehensive Plan.

**Summary**

The proposed ordinance would amend the boundaries of the INS District to include four parcels of land (307 and 309 Jefferson Street and 1117 and 1121 Hazel Street) from R2 Medium Density Residential to INS Institutional District.

Staff believes the proposed dialysis/medical use is an allowable use within the City's INS zoning district. Furthermore, we also believe this request is consistent with the City's comprehensive plan. Based upon these findings, staff recommends approval of the rezoning request.

Finally, it should be noted, the Planning and Zoning Commission at their August 22, 2016 meeting approved the rezoning on a vote of 9 yes and 1 abstention.

ATTACHMENTS: Ordinance, Zoning Map, Comp Plan map, Location Map, Concept Plan

REPORT PREPARED BY: Planning and Zoning

REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve Ordinance

ORDINANCE NO. 916

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE INS DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

Be it enacted by the City Council of the City of Pella, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Pella, Iowa, is hereby amended by amending the boundaries of the INS District to include parcels of land owned by Pella Regional Healthcare Center described in Exhibit A that is within the zoning jurisdiction of the City of Pella, Iowa, from an "R2" (Two Family Residential Zoning District) to an "INS" (Institutional Zoning District) for all parcels.

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this Ordinance on the Official Zoning Map.

SECTION 3. COMPREHENSIVE PLAN UPDATE. Council hereby instructs staff to proceed with a resolution that updates the Future Land Use Map of the Comprehensive Plan to reflect the Institutional Zoning of the applicable properties, if appropriate.

SECTION 4. REPEALER. All ordinances or parts 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 from and After its final passage, approval and publication as provided by law.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

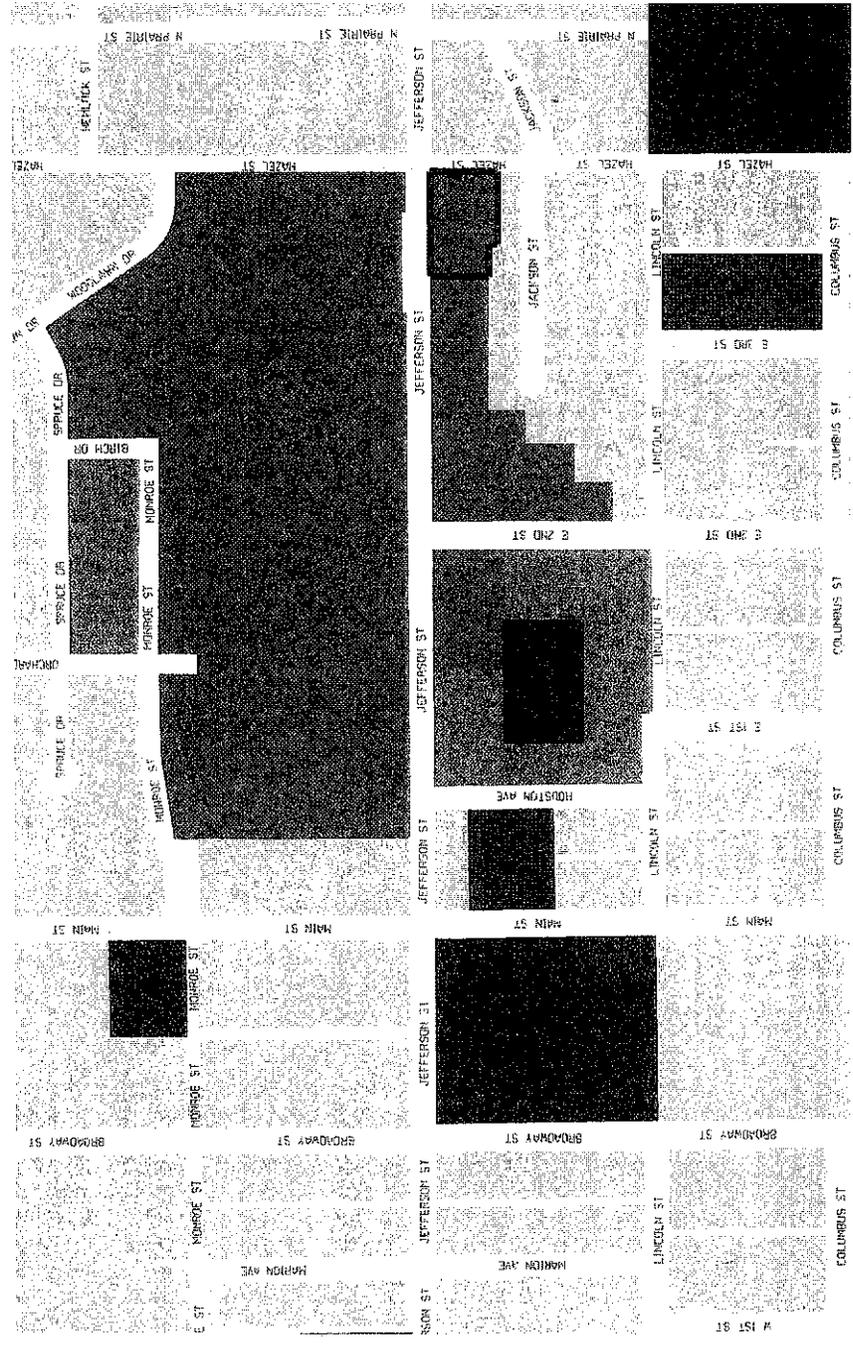
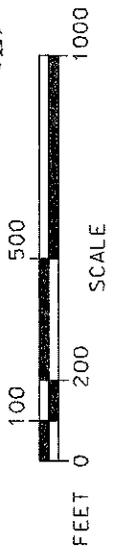
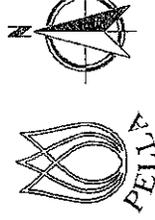
\_\_\_\_\_  
Ronda Brown, City Clerk

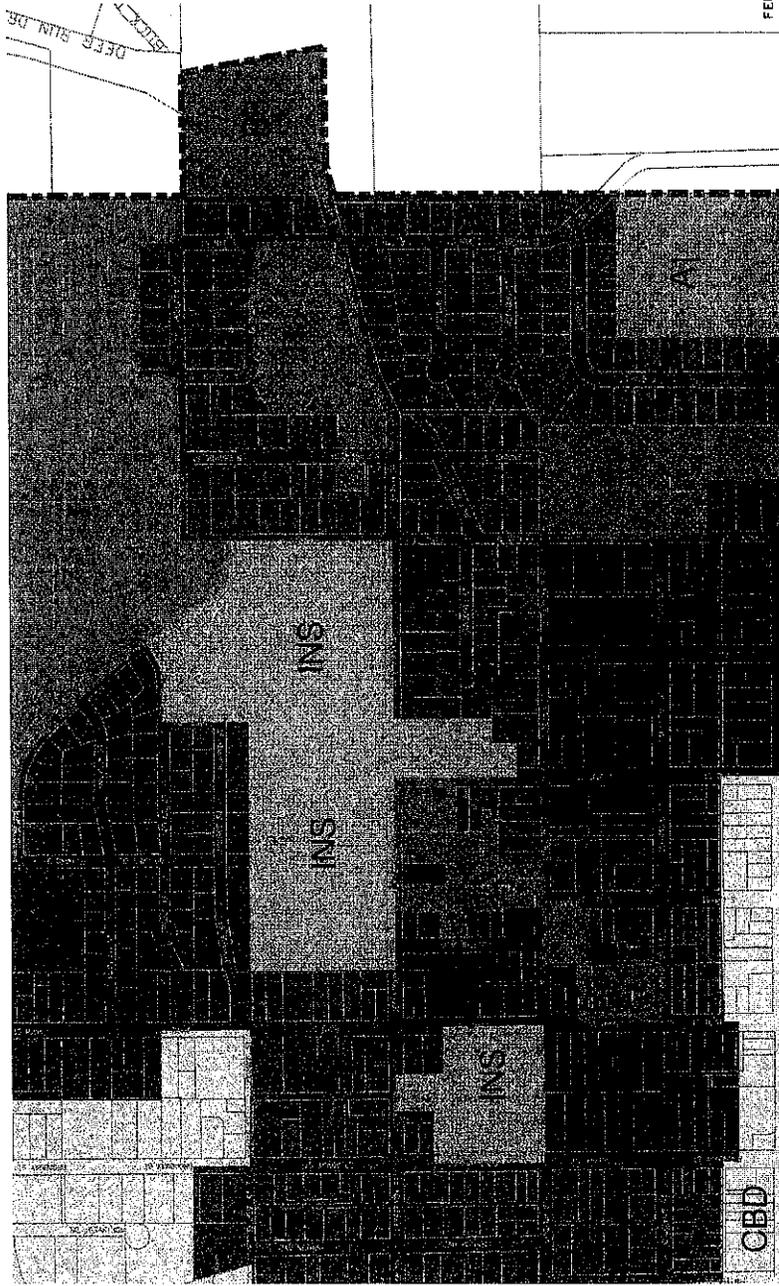
## Exhibit A

**Legal Description:**

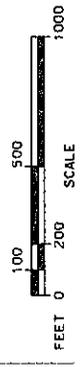
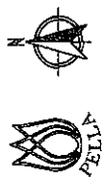
Lot 1, Lot 3, Lot 7, and Lot 2, and the north 20 feet of the east 40 feet of Lot 10 all in, De Vries Plainview Addition, City of Pella, Marion County, Iowa.

- AG & AG RESIDENTIAL
- PRESERVE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- FLOOD PLAIN
- PARKS AND RECREATION
- ENVIRONMENTALLY SENSITIVE
- MIXED USE
- COMMERCIAL
- DOWNTOWN MIXED USE
- MEDICAL & ASSISTED LIVING
- CENTRAL COLLEGE
- CIVIC & PUBLIC
- SCHOOL
- LIGHT INDUSTRIAL
- GENERAL INDUSTRIAL
- URBAN RESERVE
- I-80 CORRIDOR
- WATER
- PROPERTY BOUNDARY





- RR Rural Residential District
- R1 Low-Density Single-Family Residential
- R1A Moderate-Density Single-Family Residential
- R1B Medium-Density Single-Family Residential
- R1C Neotraditional Single-Family Residential
- R2 Two-Family Residential
- R3 Multiple-Family Residential District
- R4 Mobile Home Park District
- CBD Commercial - Central Business District
- CUC Commercial - Mixed Use Urban Corridor
- CC Community Commercial District
- CPD Commercial - Planned Development District
- INS Institutional District
- M1 Limited/Light Industrial District
- M2 Heavy Industrial District
- A1 Agricultural District
- PUD Planned Unit Development
- Property



E 2ND STREET

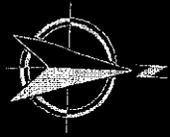
JACKSON ST

JEFFERSON ST

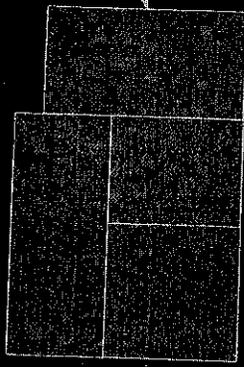
DAVITA  
LOCATION MAP

LINCOLN ST

HAZEL ST



AREA TO BE  
REZONED

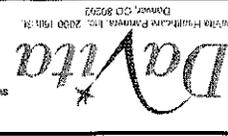




PULSE DESIGN GROUP  
 8007 Melrose Dr., Suite 145  
 Lenexa, Kansas 66245  
 Ph: (913) 456-0908  
 Fax: (913) 456-0909  
 pulse@pulsegroup.com

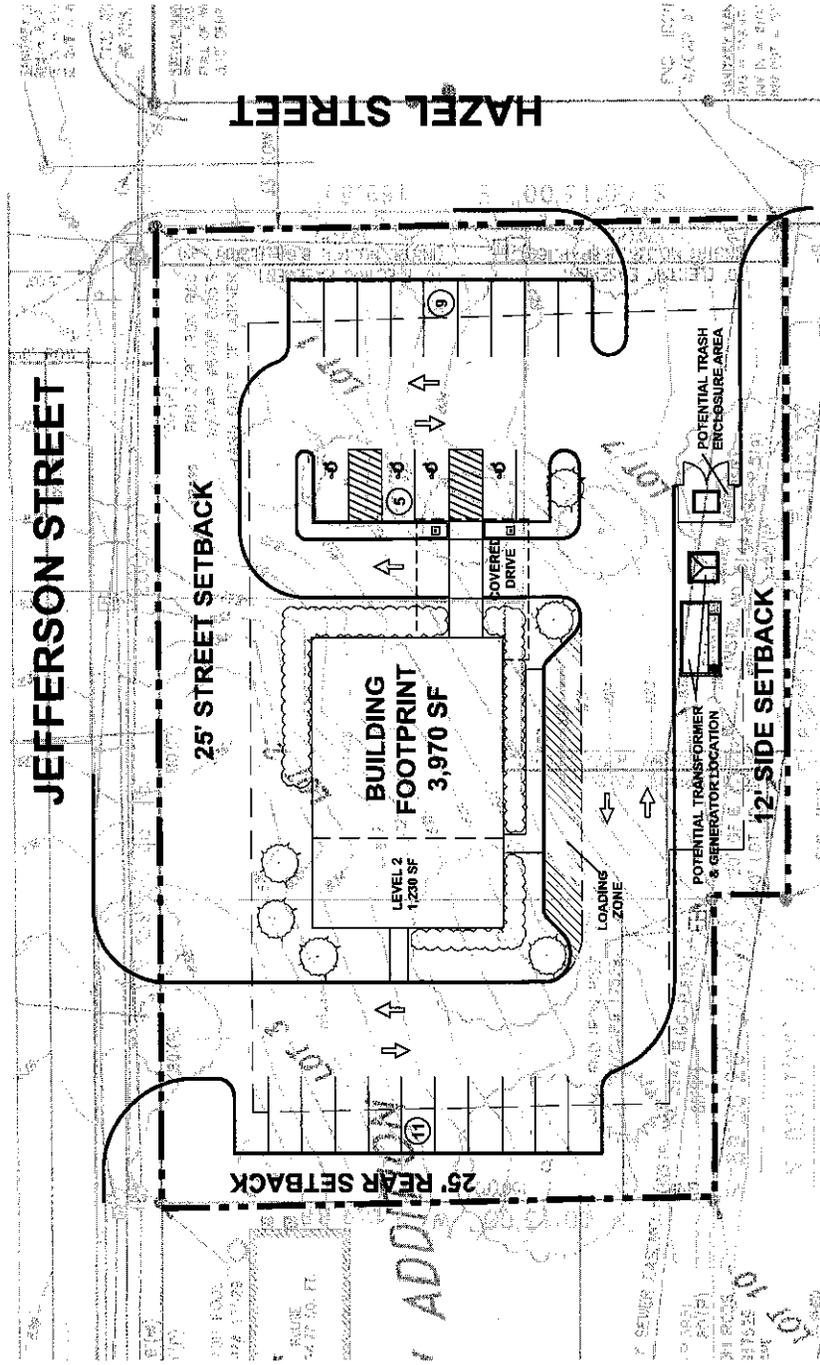
PROJECT: DAVITA PELLA  
 + PD: HHD P.M.  
 + FA:  
 S.D.S./S.A.I.L.  
 C.S.S.  
 BIOMED:  
 R.O.D.  
 P.M.  
 D.M.  
 D.O.C.  
 DATE: 07/25/2016  
 07/25/2016

DAVITA PELLA  
 SW CORNER OF JEFFERSON ST. AND JAZZ ST.  
 FACILITY NUMBER: TBD  
 DAVE SCHRAEDER  
 DAVITA PALMER  
 DAVITA HEALTHCARE PARTNERS, INC. 2000 19th St.  
 Denver, CO 80202

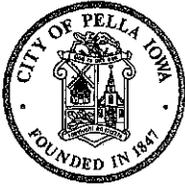


PROTOTYPE: <b>_PROTO</b>
DEVELOPMENT: <b>_DEVEL</b>
TOTAL AREA: <b>5,200_SF</b>

PFP.B  
 SHEET NO.



PROTOTYPE: **\_PROTO**  
 DEVELOPMENT: **\_DEVEL**  
 TOTAL AREA: **5,200\_SF**



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THE  
**CITY of PELLA**  

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STAFF MEMO TO COUNCIL

ITEM NO: D-2a & 2b

SUBJECT: Resolution Approving Plans and Specifications, Form of Contract, Estimate of Costs, Receiving Bids and Making Award of Materials for Furnishing Electrical Materials for the Vermeer Road Utility Project, Pella, Iowa

DATE: September 20, 2016

**BACKGROUND:** This resolution approves the plans, specifications, form of contract, and estimate of costs, accepts bids, and awards the material contracts for Furnishing Electrical Materials for the Vermeer Road Utility Project. The intention of this project is to place the 12,470 volt electrical distribution system in the area of Vermeer Corporation underground. The distribution system in this area will extend on Vermeer Road from 240th Place to 250th Street and beginning at Vermeer Road and running north 990 feet along 250<sup>th</sup> Street.

The placement of the distribution system is expected to be completed in two phases. The first phase will be the trenching and placement of the electrical conduit underground. This phase is proposed to be completed by Vermeer Corporation over the next twelve months and will be facilitated by a development agreement. It is important to note, once Vermeer Corporation completes this phase of the project, they will dedicate the electrical conduit and associated manholes to the City of Pella as public infrastructure. After the necessary electrical conduit is placed underground, the City will place the distribution system in this area underground.

The Bid opening was held at 1:30 on September 13, 2016. Seven bids were received and are summarized below.

<u>Bidder</u>	<u>Bid 1 – Conduit</u>	<u>Bid 2 – Manholes</u>	<u>Total Bid</u>
Power Line Supply	<b>\$93,077.05 (corrected)</b>	<b>\$79,368.32 (corrected)</b>	<b>\$172,445.37</b>
Border States Electric	\$96,065.49 (corrected)	\$80,194.36 (corrected)	\$176,259.85
Kriz-Davis Company	\$96,656.10 (corrected)	\$80,190.08 (corrected)	\$176,846.18
Fletcher-Reinhardt Co	\$96,656.10 (corrected)	\$80,857.76 (corrected)	\$177,513.86
Irby Utilities	\$97,076.27 (corrected)	\$80,584.95	\$177,661.22
RESCO	Incomplete	\$81,063.20	Incomplete
Terry Durin Co	Incomplete	NO BID	Incomplete

After reviewing the bid proposals, the project Engineer, KJWW, recommends awarding the contracts for 43,850 feet of 5-inch diameter Schedule 50 PVC Conduit; 9,180 5-inch Non-Metallic Conduit Spacers; and Eight Concrete Manholes to Power Line Supply of Williamsburg, Iowa in the amount of \$172,445.37. Engineer's estimate for material was \$220,285.

As noted above, this project is expected to be a joint project between the City of Pella and Vermeer for which the terms and conditions of the project will be incorporated into a development agreement and presented to the Council for approval at a future Council meeting. The engineer's estimate of the project, were the City to undertake the project alone through the utilization of a private contractor, is approximately \$500,000. Given the partnership with Vermeer Corporation, the City's total estimated cost, which will only include materials, is \$172,445.37. It should be noted that the project is expected to get underway immediately following the delivery of materials and will likely be completed by the spring of 2017.

Given the significant savings associated with the development agreement and the improved service associated with this project, staff is requesting that Council approve the purchase of materials listed above in the amount of \$172,445.37 and authorize the Electric Director to sign the material agreements and issue the notice to proceed once the agreements are in proper order and fully executed.

ATTACHMENTS: Resolution, Bid Summary, Engineer's Recommendation

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

RESOLUTION NO.

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, FORM OF CONTRACT,  
ESTIMATE OF COSTS, RECEIVING BIDS AND MAKING AWARD OF MATERIALS FOR  
FURNISHING ELECTRICAL MATERIALS FOR THE VERMEER ROAD UTILITY  
PROJECT, PELLA, IOWA.

WHEREAS, the City of Pella owns and operates an electric utility that provides electricity to residents of the City of Pella and also to residents outside the City limits but within the service area boundary established by the State of Iowa; and,

WHEREAS, on the 6<sup>th</sup> of September, 2016 plans, specifications, form of contract, and estimate of cost were filed with the Clerk for material for Furnishing Electric Materials—Vermeer Road Utility Project; the material more specifically described as:

Materials necessary for the construction of a new electrical duct bank along Vermeer Road from 240th Place to 250th Street and along 250th Street from Vermeer Road to 990 feet north.

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

Section 1. That the said plans, specifications, form of contract and estimate of costs are hereby adopted, as described above and fully described in the contract documents, and awarded to supplier as indicated below:

Bid No. 1 – Conduit to Power Line Supply in the amount of \$93,077.05

Bid No. 2 – Manholes to Power Line Supply in the amount of \$79,368.32

Section 2. That the Electric Director is hereby directed to execute contracts with the supplier for said materials, said contracts not to be binding on the City until all contract documents are in proper order and fully executed.

Section 3. The Electric Director is authorized to issue the notice to proceed once agreements are in proper order and fully executed.

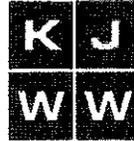
PASSED and ADOPTED this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk

Bidder and Address	Bid 1 — Conduit	Bid 2 — Manholes	Bid Total	Comments
Power Line Supply 209B Industrial Dr Williamsburg, IA 52361	\$93,077.05 Crown Line/Kraylo 1-2 Weeks ARO	\$79,368.32 Concast 8-9 Weeks ARO	\$172,445.37	Corrected to include sales tax.
Border States Electric 2515 18th St SW Cedar Rapids, IA 52404	\$96,065.49 Prime Conduit 2 Weeks ARO	\$80,194.36 Concast 8-9 Weeks ARO	\$176,259.85	Bid 1 corrected mathematical errors. Corrected to include sales tax.
Kriz-Davis Company 425 S Bell Ave Ames, IA 50010	\$96,656.10 Prime Conduit 3-5 Weeks ARO	\$80,190.08 Concast 8-9 Weeks ARO	\$176,846.18	Corrected to include sales tax.
Fletcher-Reinhardt Co 6204 11th Street SW Cedar Rapids, IA 52404	\$96,656.10 Prime / Carlon 2-3 Weeks ARO	\$80,857.76 Concast 8-9 Weeks ARO	\$177,513.86	Corrected to include sales tax.
Irby Utilities 980 Lone Oak Eagan, MN 55121	\$97,076.27 Heritage Plastics Stock	\$80,584.95 Concast 8-9 Weeks ARO	\$177,661.22	Bid 1 corrected mathematical errors.
Rural Electric Supply Coop 933 SE Shurfine Dr Ankeny, IA 50021	Incomplete Bid	\$81,063.20 Concast 8-9 Weeks ARO		RESCO has quoted the conduit but was not able to quote the spacers made by the same company as the conduit as listed in the spec. So the spacers are marked as a NO QUOTE.
Terry Durin Co 409 7th Ave SE Cedar Rapids, IA 52401	\$91,316.75 Allied Tube 2-3 Weeks ARO	No Bid		Bid was not signed.



The **FUTURE.**  
Built **SMARTER.\***

September 15, 2016

Mr. Nate Spurgeon  
City of Pella  
825 Broadway Street  
Pella, Iowa 50219

RE: REVISED Bid Award Recommendations  
City of Pella Medium Voltage Materials  
Pella, Iowa  
Project #161094.00

Dear Nate:

KJWW has reviewed the bids received on September 13, 2016 for the City of Pella Medium Voltage Material project. Please note that submitted bids did not include sales tax. Recommended and total bid numbers below have been adjusted to include sales tax. Below is a summary and our recommendations.

Bid #1 - Conduit:

Seven (7) bids were received with one being incomplete. The complete bids ranged from \$85,778.35 to \$96,589.18. The lowest bid appears to have a math error for conduit spacers. Therefore we recommend awarding the contract to the second lowest bid of \$93,077.05 from Power Line Supply of Williamsburg, Iowa.

Bid #2 - Manholes:

Six (6) bids were received. The bids ranged from \$74,176.00 to \$81,063.20. We recommend awarding the contract to the lowest bid of \$79,368.32 from Power Line Supply of Williamsburg, Iowa.

The total value of bids #1 and #2 will be \$172,445.37.

Please contact us with any questions.

Sincerely,

Isaac P. Stoll  
Senior Electrical Designer  
stollip@kjww.com

IPS/amb

\\ed.kjww.com\kjww\Projects\2016\16 1094 00\Bid Phase\Revised Bid Recommendation Letter\_20160915.docx



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

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ITEM NO: E-1a & 1b

SUBJECT: Special Event Permit—Marching Dutch Invitational

DATE: September 20, 2016

**BACKGROUND:** Jason Pentico, Pella High's Director of Bands, has requested a special event permit for the "Marching Dutch Invitational" to be held on Saturday, September 24, 2016. The proposed event is scheduled from 3:00 pm to 11:00 pm with set-up/take down requested from 2:00 pm to 12:00 am on Sunday, September 25<sup>th</sup>.

Pella Community Schools has hosted the Marching Dutch Invitational since 2010. This event has grown to 21 registered bands and 1,700 students participating. In the past, the bands have been largely staged on the PHS campus. Since much of PHS is under construction, Faith Christian Reformed Church has granted use of their campus to park buses and allow practice prior to competition in the PHS football stadium.

The reason for the special event request through the City is the desire to close E University Street from East 10<sup>th</sup> to East 13<sup>th</sup> to ensure the safety of the many students and attendees that will continually cross throughout the event. Therefore, a resolution requesting this street closure is also being presented for Council's consideration.

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. 5717

RESOLUTION TEMPORARILY CLOSING  
PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS  
"MARCHING DUTCH INVITATIONAL"

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, Jason Pentico has requested street closings as follows for the purpose of the Special Event known as "Marching Dutch Invitational":

E University Street from East 10<sup>th</sup> Street to East 13<sup>th</sup> Street on September 24, 2016 from 2:00 pm to 12:00 am on September 25, 2016.

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 20th day of September, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk



## CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

<b>Event:</b>	Marching Dutch Invitational
<b>Add Comments by:</b>	September 7, 2016
<b>City Hall Contact:</b>	Ronda Brown
<b>Date of Event:</b>	September 24, 2016
<b>If questions, contact:</b>	David Beukelman 628-4921 780-7820

### Police-Comments

Recommend approval. E. 10<sup>th</sup> St. and E. 13<sup>th</sup> St. barricades should be manned with volunteers. RAB

### Public Works-Comments

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

### Planning & Zoning-Comments

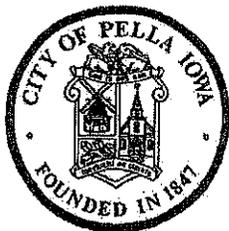
Recommend approval. MB

### Electric-Comments

Recommend approval. DM

### Community Services/Parks-Comments

Recommend approval. JV



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: 11/16 Received by: 8/30/16 Fee: 720 Insurance Certificate: Pending

Name of Event:

Marching Dutch Invitational

Date of Application:

08-29-16

Fee Paid:  Yes  No

Make check payable to City of Pella

Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".

Insurance Certificate:  Yes  No

Describe the Event: (Purpose of event, activities planned, number of anticipated people in attendance, history/origin of event, etc.) (Attach additional page is needed.)

See attached page for event description

**PROMOTER AND CONTACT PERSON INFORMATION**

Promoter's Name: <u>Jason Pantic</u>	Contact Person: <u>David Benkelman</u>
Signature: <u>Jason Pantic</u>	Signature: <u>David Benkelman</u>
Address: <u>210 East University St. Pella IA 50219</u>	Address: <u>614 Main Street, Pella IA 50219</u>
Phone: <u>628-1111</u> Cell Phone:	Phone: <u>628-4921</u> Cell Phone: <u>780-7820</u>

**EVENT INFORMATION**

DATE(S) AND TIME(S) OF EVENT: 09-24-2016 3-11 pm

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: 09-24-2016 approx 12:00 am

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.

Event occurs at Pella Community High School football stadium

## 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	Length of Time for Street Closings	# of Barricades
University Street	East 10 <sup>th</sup> - East 13 <sup>th</sup>	10 hours 2 pm - 12 pm	6

**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



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THE  
**CITY of PELLA**

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**SPECIAL EVENTS-SIGNAGE INFORMATION SHEET**

N/A

**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:	
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.





**Event Description:**

Pella Community Schools (PHS) has hosted the Marching Dutch Invitational since 2010. This event has grown from an initial nine bands and 720 participants to twenty-one currently registered bands and 1700 students.

For the past six years, this annual showcase of bands has been largely staged on the PHS campus. Since much of PHS is currently under construction, Faith Christian Reformed Church has granted use of their campus. Vehicles and buses will park here and bands will use the large grass area, located south of the church, for practice prior to competition in the PHS football stadium. We request this street be closed between East 10<sup>th</sup> and 13<sup>th</sup> Streets to ensure safety of the many students and attenders that will continually cross University Street throughout the event.

There are no residential driveways that enter onto this three block stretch of University Street ... only PHS and Faith Church are located here. We request road blocks set up just east of East 10<sup>th</sup> Street, north side of East 12<sup>th</sup> Street, and just west of East 13<sup>th</sup> Street. The roadblocks at East 10<sup>th</sup> and 13<sup>th</sup> will be manned with event volunteers to allow buses and persons with disabilities to park near the stadium; the East 12<sup>th</sup> Street roadblock will be unmanned. East 12<sup>th</sup> Street residents may enter and exit the area via Cole Street.

The roadblocks will be set up at two o'clock pm and removed at midnight by volunteers. I believe the intersection located at Oskaloosa and East 10<sup>th</sup> Street will be completed and open by this date.



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

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ITEM NO: E-2a & 2b

SUBJECT: Special Event Permit Request for Herfst Feest (Fall Festival)

DATE: September 20, 2016

BACKGROUND: The Pella Chamber of Commerce has requested a special event permit for the "Herfst Feest (Fall Festival)", which is proposed to be held on September 23rd and 24th, 2016. Set-up would start at 12:00 p.m. on Friday the 23rd and take down would run until 8:00 p.m. on Saturday the 24th. The proposed event features activities and entertainment designed to bring visitors to Pella for the weekend. A requested rain date is October 1, 2016.

As a part of this event, a resolution has also been requested that closes the following streets and parking:

1. 800 block of Broadway Street on September 24, 2016 from 6 am-6 pm.
2. 700 block of Franklin on September 24, 2016 from 6 am-6 pm.
3. Eight parking spaces on the north east side of Franklin Street across from the Post Office.
4. It should be noted, the 700 Block of Main was approved by Council on April 19, 2016 for closure on Sept. 24 from 6:00 a.m.-11:30 a.m. as part of the Many Hands for Haiti Color Run.

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. 5718

RESOLUTION TEMPORARILY CLOSING  
PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS  
"HERFST FEEST (FALL FESTIVAL)"

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, the Pella Chamber has requested the following street closings as follows for the purpose of the Special Event known as "HERFST FEEST (FALL FESTIVAL)":

1. 800 block of Broadway Street on September 24, 2016 from 6 am-6 pm.
2. 700 block of Franklin on September 24, 2016 from 6 am-6 pm.
3. Eight parking spaces on the north east side of Franklin Street across from the Post Office.

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 and public ways as stated above.

PASSED AND ADOPTED this 20th day of September, 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.

<b>For Office Use Only:</b>			
Date Received:	8/30/16	Received by:	16
Fee:	20	Insurance Certificate:	

Name of Event: Herfst Feest

Date of Application:	<u>Aug 31, 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".		Make check payable to City of Pella
		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.)

Herfst Feest is a fall festival featuring family and adult activities designed to bring visitors to Pella. The festival brings together many organizations who combine events into one overall weekend festival.

**PROMOTER AND CONTACT PERSON INFORMATION**

Promoter's Name: <u>Pella Chamber</u>	Contact Person: <u>Karen Fischer</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Address: <u>818 Washington St Pella</u>	Address: <u>[Signature]</u>
Phone: <u>628-2626</u>	Cell Phone: <u>780-5159</u>

**EVENT INFORMATION**

DATE(S) AND TIME(S) OF EVENT: Sept 23-24, 2016 (Rain Date Oct 1, 2016)

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: Sept 23; 12 pm - Sept 24; 8pm

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.  
See Attached

**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.

*See Attached 'A'*

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 <i>800 Block of Broadway (north side)</i>	# of Cones <i>8</i>
--	------------------------

**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.

- *Barricades - see map*
- *Restrooms at City Hall Open*
- *Additional garbage cans (8)*
- *Water on East Side of Square*
- *Picnic Tables*

**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.

*See Attached 'A' + 'B'*

**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.

*See Attached Map C*

**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



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THE  
**CITY of PELLA**

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**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):	2.5' x 6 ft vinyl   2x4' wood
Time of Sign Placement:	Sept 23 - 8 pm   Time of Sign Removal: Sept 24 - 5 pm
Colors and Materials of Proposed Sign:	Wooden (black)   vinyl
Any Proposed Lighting:	no
Proposed Location(s) of Signage:	Central Park (Info mill)

**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.

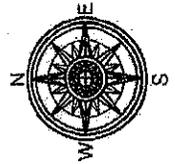
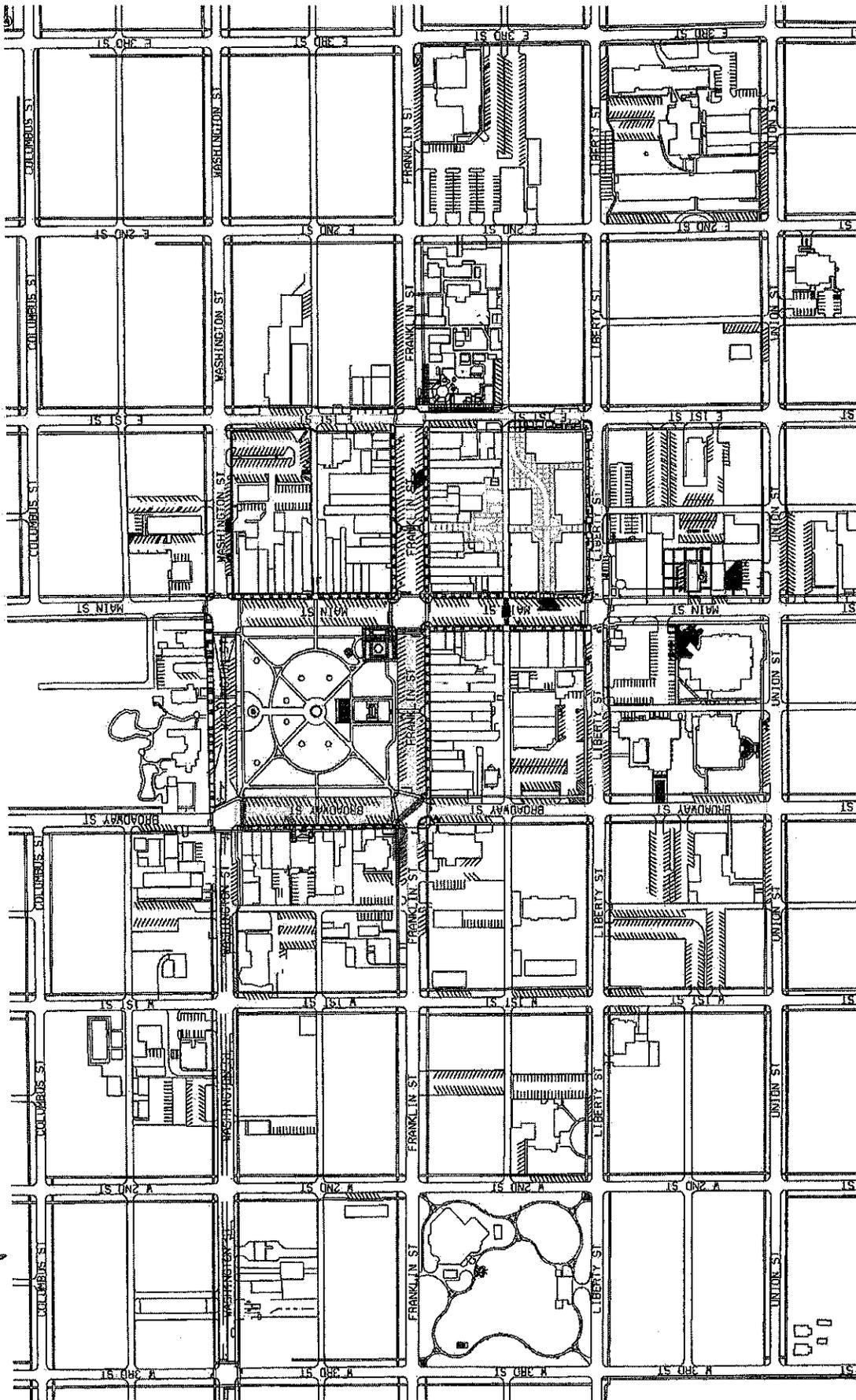
**Prompt Removal of Signs**

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.

Map A



# CENTRAL BUSINESS DISTRICT

Pella, Iowa

- Street Closure Sept 23  
6am - 6pm

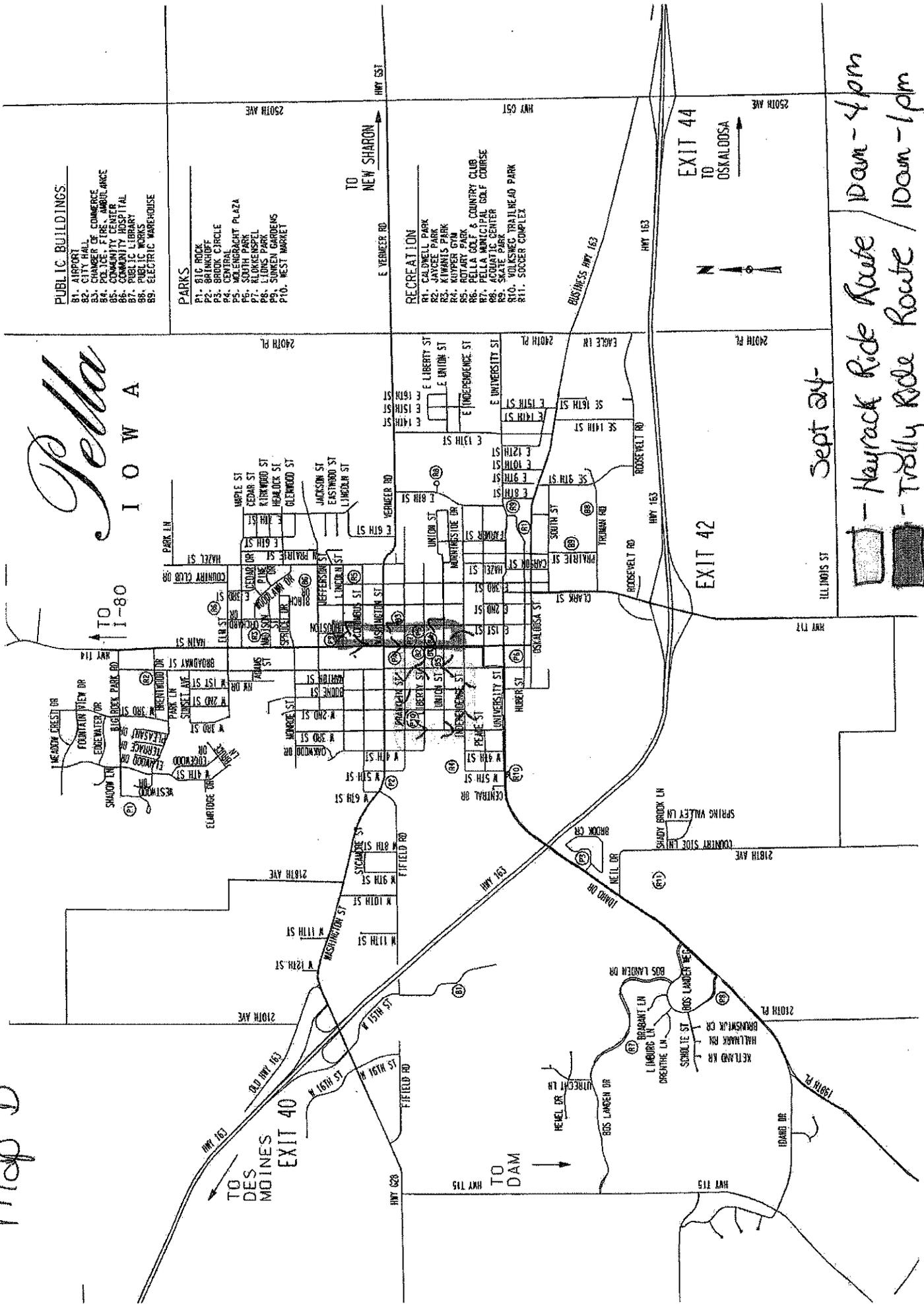
- Barricades

- Parking spaces Sept 23 6am-6pm

6am-6pm

Map B

*Jetta*  
I O W A







## CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

<b>Event:</b>	Herfst Feest
<b>Add Comments by:</b>	September 7, 2016
<b>City Hall Contact:</b>	Ronda Brown
<b>Date of Event:</b>	Sept 23 & 24 with raindate Oct. 1, 2016
<b>If questions, contact:</b>	Karen Eischen 628-2626 or 780-5159

### Police-Comments

Recommend approval. RAB

### Public Works-Comments

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

### Planning & Zoning-Comments

Recommend approval. MB

### Electric-Comments

Recommend approval. DM

### Community Services/Parks-Comments

Recommend approval. JV



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THE  
**CITY of PELLA**  

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STAFF MEMO TO COUNCIL

ITEM NO: E-3a & 3b

SUBJECT: Special Event Permit Request for Central College Homecoming

DATE: September 20, 2016

BACKGROUND: Central College has requested a Special Event Permit from 4:00 p.m. to 7:30 p.m. on Friday, September 30, 2016 for "Homecoming Street Party at Central College". They anticipate a crowd of 300 for the pep rally.

As a part of this request, a resolution is included that approves the closing of the 300 block of Broadway between University and Peace from 3:30 pm—7:30 pm.

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, Application, Map, Department Comments

REPORT PREPARED BY: Receptionist

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve special event and resolution.

RESOLUTION NO. 5719

RESOLUTION TEMPORARILY CLOSING  
PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS  
"HOMECOMING STREET PARTY AT CENTRAL COLLEGE"

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, Central College has requested the closing on the 300 block of Broadway between Peace and University on Friday, September 30, 2016 from 3:30 pm – 7:30 pm for the purpose of the Special Event known as "Homecoming Street Party at Central College".

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 street as stated above.

PASSED AND ADOPTED this 20th day of September, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk



## CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

<b>Event:</b>	Homecoming Street Party at Central College
<b>Add Comments by:</b>	9.13.16
<b>City Hall Contact:</b>	Ronda Brown
<b>Date of Event:</b>	9/30/16
<b>If questions, contact:</b>	Laura Bade 641-628-5243

### Police-Comments

Recommend approval. SC

### Public Works-Comments

Recommend approval. DB

### Planning & Zoning-Comments

Recommend approval. MB

### Electric-Comments

Recommend approval. DM

### Community Services/Parks-Comments

Recommend approval. JV



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:

Received by:

Fee:

Insurance Certificate:

Name of Event: *Homecoming Street Party at Central College*

Date of Application:

*9/12/16*

Fee Paid:  Yes  No

Make check payable to City of Pella

Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".

*On file from previous request, will add this date & re-send*

Insurance Certificate:  Yes  No

Describe the Event: (Purpose of event, activities planned, number of anticipated people in attendance, history/origin of event, etc.) (Attach additional page is needed.)

*Annual Homecoming Street Pep Rally & Alumni Dinner, anticipating 300 in attendance*

**PROMOTER AND CONTACT PERSON INFORMATION**

Promoter's Name: *Laura Bode*

Contact Person:

Signature: *Laura Bode*

Signature:

Address: *812 University St  
Pella, IA 50219*

Address:

Phone: *628-5243*

Cell Phone:

Phone:

Cell Phone:

**EVENT INFORMATION**

DATE(S) AND TIME(S) OF EVENT: *Friday, September 30*

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: *Set up 4pm, take down 7:30pm*

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.

*Broadway Street, between Peace and University*

## 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
Broadway	1 block	Starting: 330 Ending: 700	own barricades
		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.

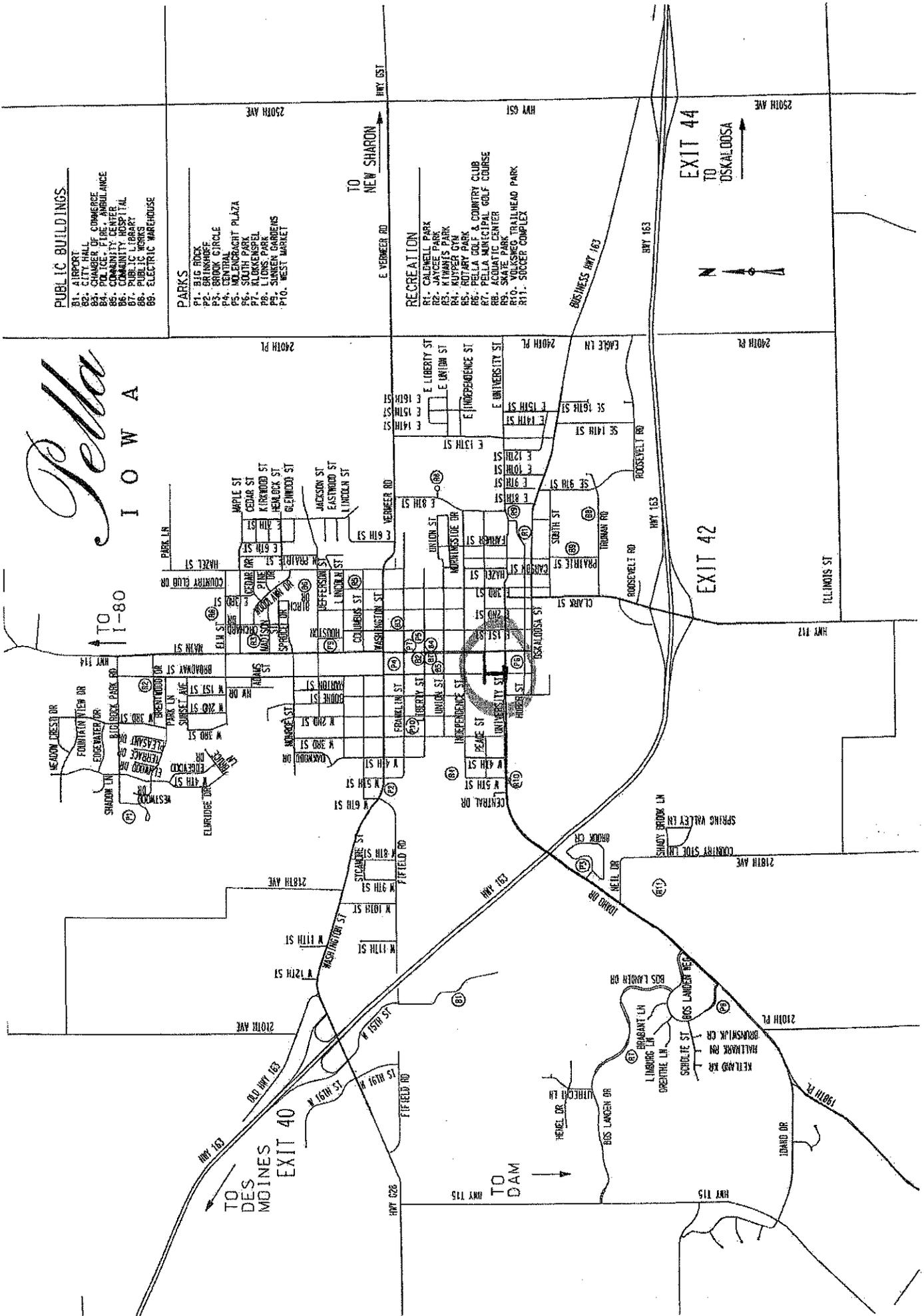
**WILL THERE BE VENDOR BOOTHS?**  Yes  No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this 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. *event held on college property, college-approved*

Property Owner	Address	Signature of Property Owner

# Pella

I O W A



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

- PARKS**
- P1. BIG ROCK
  - P2. BRADSHAW
  - P3. BROWN CIRCLE
  - P4. CENTRAL
  - P5. MCKENRICH PLAZA
  - P6. SOUTH PARK
  - P7. KLUKKENSPERL
  - P8. LIONS PARK
  - P9. SHANNON GARDENS
  - P10. WEST MARKET

- RECREATION**
- R1. CALDWELL PARK
  - R2. JAYCEE PARK
  - R3. KIMMIS PARK
  - R4. KUPPER GYM
  - R5. ROTARY PARK
  - R6. PELLA GOLF & COUNTRY CLUB
  - R7. PELLA MUNICIPAL GOLF COURSE
  - R8. AQUATIC CENTER
  - R9. WALKER TRAILHEAD PARK
  - R10. VOLLEYBALL
  - R11. SOCCER COMPLEX

TO I-80

TO NEW SHARON

EXIT 44  
TO OSKALOOSA

EXIT 42

TO DAM

TO DES MOINES  
EXIT 40





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

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ITEM NO: H-1

SUBJECT: Resolution Approving Change Order No. 1 with Electrical Power Products (EP2) for One Additional 69 kV Control Panel in Connection with the West Substation Ring Bus Conversion Project

DATE: September 20, 2016

BACKGROUND: On January 5, 2016, Council approved a contract with Electrical Power Products (EP2) to supply 69 kV control panels for the West Substation Ring Bus Project.

As part of the overall project, the existing 69 kV capacitor bank at the West Substation needs to be relocated to the Clark Street Substation. The outdated control panel needs to be replaced with modern protective relaying and communication devices that are compatible with the department's SCADA system. In order to facilitate this, a new panel needs to be manufactured to control the circuit breaker and monitor the capacitor bank at its new location.

EP2 has been contacted and has agreed to manufacture a new 69 kV capacitor bank control panel at the cost of \$21,614. Change Order No. 1 with EP2 is summarized below:

Previous Contract Price	\$ 251,559.00
Change Order No. 1	<u>\$ 21,614.00</u>
New Contract Amount	<u>\$ 273,173.00</u>

This resolution approves Change Order No. 1 with EP2 to supply one 69 kV capacitor bank control panel for the West Substation Ring Bus Conversion Project for \$21,614. This control panel will replace the outdated one from the West Substation and will be installed at the Clark Street Substation. It is important to note that these costs are being reimbursed by Western Minnesota Municipal Power Agency (WMMPA), the financing agency behind the Red Rock Hydroelectric Project, as a part of the Generation Interconnection Agreement.

ATTACHMENTS: Resolution, Change Order No. 1 with EP2

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

RESOLUTION NO. 5720

RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH ELECTRICAL POWER PRODUCTS (EP2) FOR FURNISHING ONE 69 KV CONTROL PANEL IN CONNECTION WITH THE WEST SUBSTATION RING BUS CONVERSION PROJECT

WHEREAS, the City of Pella owns and operates an electric utility that provides electricity to residents of the City of Pella and also to residents outside the City limits but within the service area boundary established by the State of Iowa; and,

WHEREAS, on January 5, 2016, Council awarded a contract to Electrical Power Products to Furnish 69 kV control panels for the West Substation Ring Bus Conversion Project; and,

WHEREAS, the City of Pella Electric Department is requesting Change Order No. 1 to the contract documents with Electrical Power Products for furnishing 69 kV control panels; and,

WHEREAS, Change Order No. 1 with Electrical Power Products is for \$21,614.00 and covers material costs associated with the West Substation Ring Bus Conversion, making the total contract cost \$273,173.00; and,

WHEREAS, it is deemed in the best interest of the Electric Department to accept the terms and conditions incorporated in the contract documents and to execute said Change Order No. 1 to purchase one additional 69 kV Control Panel; and,

WHEREAS, execution of this Change Order No. 1 best represents the interest of the City.

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

Section 1. That Change Order No. 1 to the contract document with Electrical Power Products in the amount of \$21,614.00 for furnishing one 69 kV control panel relating to the West Substation Ring Bus Conversion Project be approved.

PASSED and ADOPTED this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk

# Change Order

No. 1

Date of Issuance: August 31, 2016

Effective Date: September 1, 2016

Project: <u>Furnishing 69 kV Control Panels</u>	Owner: <u>City of Pella</u>	Owner's Contract No.: <u>NA</u>
Contract: <u>Furnishing 69 kV Control Panels</u>		Date of Contract: <u>January 5, 2016</u>
Contractor: <u>Electrical Power Products (EP2)</u>		Engineer's Project No.: <u>414943</u>

The Contract Documents are modified as follows upon execution of this Change Order:

**Description:**

This Change Order #1 is for the addition of one (1) 69 kV capacitor bank control panel for the relocation of the 69 kV capacitor bank to the Clark Street substation.

**Attachments (list documents supporting change):**

EP2 control panel pricing dated August 24, 2016.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 251,559.00

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No.    to No.   :

\$ 0

Contract Price prior to this Change Order:

\$ 251,559.00

~~Increase~~ ~~Decrease~~ of this Change Order:

\$ 21,614.00

Contract Price incorporating this Change Order:

\$ 273,173.00

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): July 22, 2016

Ready for final payment (days or date): July 22, 2016

~~Increase~~ ~~Decrease~~ from previously approved Change Orders No.    to No.   :

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): July 22, 2016

Ready for final payment (days or date): July 22, 2016

~~Increase~~ ~~Decrease~~ of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): NA

Contract Times with all approved Change Orders:

Substantial completion (days or date): December 31, 2016

Ready for final payment (days or date): December 31, 2016

**RECOMMENDED:**

By: [Signature]  
Engineer (Authorized Signature)

Date: 9-1-16

Approved by Funding Agency (if applicable):  
\_\_\_\_\_  
Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: [Signature]  
Contractor (Authorized Signature)

Date: 9-1-2016

Date: \_\_\_\_\_

EP<sup>2</sup> ≡ (QA)<sup>2</sup>

**TO:** DGR & ASSOCIATES  
1302 South Union Street  
Rock Rapids, IA 51246  
  
Attn: Paul Konechne

Date: 8/24/2016  
Job Number: 8019  
ChangeOrder #: 1  
Customer PO: contract book

**Project:** 9 Panels and 1 Sync  
West Substation

**We have been directed to make the following changes on the above project:**

This change order is for one new cap bank protection panel. Supplier to furnish control panel, provide full design drawings, schematics, wiring, & modify existing Harold K. Scholz drawings as requested in the change order price request. DGR project No. 414943.

**If this material and amount is acceptable, please provide a revised purchase order.**

Original Contract Amount:	\$251,559.00
Net Change by Previous Change Order:	\$0.00
Net Change this Change Order:	\$21,614.00
Revised Contract Amount:	\$273,173.00

**Sent By:** Chris Johnson  
Electrical Power Products, Inc.  
**Title:** Project Manager

**By:** \_\_\_\_\_  
DGR & ASSOCIATES  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Please return a signed copy so that EP2 may proceed with material procurement. A revised P.O. will be required prior to shipping.**



Electrical Power Products, Inc.  
1800 Hull Avenue ■ Des Moines, Iowa 50313-4765  
(515) 262-8161 ■ Fax (515) 262-9461



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

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ITEM NO: H-2

SUBJECT: Vermeer Corporation Development Agreement – Electric Distribution

DATE: September 20, 2016

**BACKGROUND:**

This proposed development agreement with Vermeer Corporation is intended to facilitate the placement of the 12,470 volt electrical distribution system in the area of Vermeer Corporation underground. As background, the placement of the distribution system is expected to be completed in two phases. The first phase, which is covered under the terms and conditions of the proposed development agreement, is the boring and placement of the electrical conduit underground. This phase is proposed to be completed by Vermeer Corporation. It is important to note, once Vermeer Corporation completes this phase of the project, they will dedicate the electrical conduit and associated manholes to the City of Pella as public infrastructure. After the necessary electrical conduit is placed underground, the City will place the distribution system in this area underground.

Listed below is a summary of the key provisions of the proposed development agreement:

- The geographical area of the project extends from the intersection of Vermeer Road and 240<sup>th</sup> Place to the intersection of 250<sup>th</sup> Street and Vermeer Road. The electrical conduit system will then extend approximately 990' feet north from the intersection of 250<sup>th</sup> Street and Vermeer Road.
- The City of Pella will provide the necessary materials for the electrical conduit system, which includes approximately 44,000 linear feet (LF) of 5" PVC conduit and necessary spacers as well eight (8) concrete manholes.
- Vermeer Corporation will install the materials in accordance with the plans and specifications included in the agreement, which were developed by KJWW Engineering Consultants.
- Following the completion of the installation of the materials and based on as built drawing, Vermeer Corporation will grant the City an easement allowing entry onto portions of Developer's property necessary for installation, maintenance, repair, or replacement of the public infrastructure.
- Following the installation of the materials, and after dedication of the materials to the City, staff will place the distribution system in the area and prepare it for service.
- The developer's phase is expected to be completed by October 30, 2017.

Approval of this agreement is contingent upon the City Council awarding a contract for the electrical materials necessary to construct the electrical conduit systems. The electrical materials contract will also be considered at the September 20, 2016 Council meeting.

Finally, it is important to note, staff believes the proposed development agreement will be a significant savings for the City of Pella. The reason for this is the City is only responsible for purchasing the materials for the project, which is estimated to cost approximately \$161,000. In comparison, if the City were to hire a contractor to place the electrical conduit system underground, the estimated cost could be in the range of \$500,000.

ATTACHMENTS: Resolution, Development Agreement

REPORT PREPARED BY: Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5721

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

WHEREAS, the City has been presented with a proposal from the Developer wherein the Developer would construct certain electric improvements (the "Public Infrastructure") on public right-of-way located on property owned by Developer (the "Development Property") using materials publically bid, purchased and supplied to the Developer by the City; and,

WHEREAS, construction of the Public Infrastructure will allow certain electric improvements to the utility electric distribution system for the City's eastern corporate limits; and,

WHEREAS, the City Council has found that construction of the Public Infrastructure under the terms and conditions of this Agreement is a favorable economic development project that will provide increased public safety, and is in the best interests of the City.

NOW, THEREFORE, it is hereby resolved by the City Council of Pella, Iowa, that the Development Agreement with Vermeer Corporation for the improvements of the Vermeer Road Electric Utility be formally approved at this time.

Passed and approved this 20th day of September, 2016.

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James Mueller, Mayor

ATTEST:

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Ronda Brown, City Clerk

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF PELLA, IOWA, a municipality established pursuant to the Code of Iowa, as amended (the "City"), and VERMEER MANUFACTURING COMPANY, an Iowa corporation (the "Developer").

### BACKGROUND

**WHEREAS**, the City has been presented with a proposal from the Developer wherein the Developer would construct certain electrical improvements (the "Public Infrastructure") on public right of way located on property owned by Developer (the "Development Property") using materials publically bid, purchased and supplied to the Developer by the City; and

**WHEREAS**, construction of the Public Infrastructure will allow Developer more reliable and efficient electrical service; and

**WHEREAS**, the City Council has found that construction of the Public Infrastructure under the terms and conditions of this Agreement is a favorable economic development project that will also promote increased public safety, and is in the best interests of the City.

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

### ARTICLE I. DEFINITIONS

Section 1.1 Definitions. As used herein, the terms defined above shall have the meanings assigned to them. In addition, wherever used in this Agreement, unless the context indicates a contrary intent or unless specifically provided herein, the following terms shall have the meanings indicated:

Event of Default means any of the events described in Section 6.1 of this Agreement.

Materials means all of the materials publically bid by the City and supplied to the Developer for its use in constructing, and incorporation into, the Public Infrastructure pursuant to this Agreement.

Project shall mean the construction of the Public Infrastructure on the Development Property, as described in this Agreement.

Public Infrastructure shall mean certain electrical public improvements on the Development Property as more particularly described in Exhibit A to this Agreement.

## **ARTICLE II. REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

(e) The Developer will cause the Public Infrastructure to be constructed in accordance with the terms of this Agreement and all local, State and federal laws and regulations.

(f) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Public Infrastructure may be lawfully constructed.

(g) Upon completion, the Developer will dedicate the Public Infrastructure to the City, assuming acceptance by the City.

(h) The Developer has not received any notice from any local, State or federal official

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

(i) The Developer expects that construction of the Public Infrastructure shall be complete on or before October 30, 2017.

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

(a) The City has all requisite power and authority to enter into and perform its obligations under this Agreement.

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

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of any laws or governing documents of the City or of any contractual restriction.

(d) There are no actions, suits or proceedings pending or threatened against or affecting the City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which in any manner raises any questions affecting the validity of the Agreement or the City's ability to perform its obligations under this Agreement.

(e) The City will procure Materials in accordance with the terms of this Agreement and all local, State and federal laws and regulations applicable at the time of construction.

(f) The City shall not unreasonably withhold acceptance of the Public Infrastructure.

(g) The City shall be responsible for all installation, maintenance, repair, replacement, upgrades or compliance of the Public Infrastructure followings its dedication to the City.

### **ARTICLE III. CONSTRUCTION/DEDICATION OF PUBLIC INFRASTRUCTURE**

Section 3.1. Construction of Public Infrastructure. The Developer agrees that it will cause the Public Infrastructure to be constructed on the Development Property in conformance with any Construction Plans submitted to the City and Exhibit A attached hereto, the contents of which are hereby incorporated by reference. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written, and which shall in non-emergency situations be no less than 24 hours), to enter upon the Development Property during the construction of the Public Infrastructure to inspect such construction and the progress thereof.

Section 3.2. Materials. The City agrees to supply the Materials necessary for construction of the Public Infrastructure to Developer to enable it to cause construction of the Public Infrastructure to be completed according to the terms and conditions of this Agreement. Further information regarding the Materials to be supplied is found in Exhibit B to this Agreement.

Section 3.3. Dedication. Upon completion of the Public Infrastructure by the Developer, the City shall inspect the Public Infrastructure and determine whether it has been completed in accordance with this Agreement. Subject to acceptance by the City, the Developer shall dedicate the Public Infrastructure to the City, at no cost, following all City, ordinances, regulations and codes.

Section 3.4. Easements. To the extent that any Public Infrastructure is installed on property owned by Developer, Developer agrees to grant the City an easement allowing entry onto portions of Developer's property necessary for installation, maintenance, repair, or replacement of the Public Infrastructure, including ingress and egress as necessary, such easement to be negotiated in good faith by the parties at a later date. Similarly, to the extent Vermeer installs private equipment which has been consented to by the City on property owned by the City, the City agrees to grant the Developer an easement which includes similar rights to the easement described above from the Developer to the City.

### **ARTICLE IV. ADDITIONAL DEVELOPER COVENANTS**

Section 4.1. Compliance with Laws. The parties will comply with all state, federal and local laws, rules and regulations relating to its operations, including applicable laws prohibiting discrimination against any tenant, applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.2. Security Interest. The Materials being provided to Developer hereunder are intended to remain City-owned Property while being utilized by Developer. However, to the extent necessary to protect its rights with respect to the Materials, the Developer hereby assigns

and grants to the City, as a secured party, a continuing lien on and security interest in the Materials. The Developer hereby irrevocably authorizes the City at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto necessary to perfect its interest in the Materials.

Section 4.3. Maintenance of Properties. The Developer will maintain, preserve and keep the Materials in good repair and working order, ordinary wear and tear excepted, and will immediately notify the City of any event causing a material loss of the Materials.

Section 4.4. No Transfer/Insurance. The Developer will not sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Materials or use any portion thereof in any manner inconsistent with this Agreement. The Developer will keep the Materials reasonably ensured against loss, theft, or destruction in accordance with commercially reasonable insurance policies and coverage.

#### ARTICLE V. INDEMNIFICATION

Section 5.1. Developer Release and Indemnification. Developer shall defend, hold harmless, and indemnify the City and its elected and appointed officers, agents, employees, and representatives from claims, costs, damages, penalties, and liabilities for any loss or damage to property or any injury to or death of any person which arises directly or indirectly, as a result of:

- a. any violation of any agreement or condition of this Agreement by Developer; or
- b. the condition of any portion of the Development Property, including the Public Infrastructure prior to its dedication, or any hazardous substance or environmental contamination located in or on the Development Property; or
- c. the construction of the Public Infrastructure, or of operations performed under this Agreement,

by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, or any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors, unless such claim arises from the conduct of the City. The provisions of this Article shall survive the termination of this Agreement.

Section 5.2. City Release and Indemnification. To the extent allowable by law the City shall defend, hold harmless, and indemnify Vermeer and its officers, directors, agents, employees, and representatives from claims, costs, damages, penalties, and liabilities for any loss or damage to property or any injury to or death of any person which arises directly or indirectly, as a result of:

- a. any violation of any agreement or condition of this Agreement by the City; or
- b. the failure by City to abide by applicable laws or regulations applicable to its approval or performance of this Agreement.

This provision shall apply to conduct by the City or any one or more persons directly or indirectly representing, employed by, or acting as agent for, the City or any of the City's contractors or subcontractors but shall not apply to claims caused by conduct of Developer. The provisions of this Article shall survive the termination of this Agreement.

Section 5.3. Survival. The provisions of this Article V shall survive the termination of this Agreement.

## **ARTICLE VI. DEFAULT/REMEDIES**

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

- (a) Failure by the Developer to cause the construction of the Public Infrastructure to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement;
- (b) Transfer of the Materials in violation of the provisions of this Agreement;
- (c) Failure by a party to substantially observe or perform any covenant, condition, or obligation under this Agreement;
- (d) The holder of any mortgage on property of the Developer, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- (e) Any representation or warranty made by a party in this Agreement or in any written statement or certificate furnished by a party pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 6.2. Breach. If a party fails to perform any of its obligations under this Agreement, such failure to perform is an Event of Default. If the breaching party fails to cure said breach within ten (10) days after written notice from the non-breaching party, the non-breaching party may (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice, (iii) by its own means or with judicial assistance enter onto the

Development Property and retake possession of the Materials without prior notice to the Developer or the opportunity for a hearing; (iv) demand, as liquidated damages, an amount equal to the City's costs in purchasing the Materials or Developer's costs in performing its obligations in this Agreement; or (iv) take any other legal or equitable action deemed appropriate to enforce the obligations under this Agreement.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5. Enforcement Costs. Whenever any Event of Default occurs and a party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement herein contained, the prevailing party in such dispute shall be entitled to recover the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred in connection therewith.

## **ARTICLE VII. MISCELLANEOUS**

Section 7.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 7.2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In the case of the City, to City of Pella, 825 Broadway St., Pella, IA 50219, Attn: City Clerk,
- (b) In the case of the Developer, to Vermeer Manufacturing Company, 1210 Vermeer Rd. E., Pella, IA, 50219, Attn: Legal Department

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

Section 7.3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa. Both parties agree that Iowa federal or state court shall have jurisdiction over any dispute related to this Agreement. Each party hereby waives any objection, including any objection based upon improper venue or forum non conveniens, that it may have, now or in the future, to the bringing of any action, claim or proceeding in the Iowa District Court for Marion County or the United States District Court for the Southern District of Iowa.

Section 7.4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the entire agreement between the City and the Developer and supersedes all other written and oral agreements, discussions and negotiations.

Section 7.5. Amendments. This Agreement may not be amended or assigned by either party without the express permission of the other party.

Section 7.6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

Section 7.7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 7.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 7.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

[signature pages follow]

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City

Clerk, and the Developer has caused this Agreement to be duly executed by its authorized representatives.

(SEAL)

**CITY OF PELLA, IOWA**

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James Mueller, Mayor

ATTEST:

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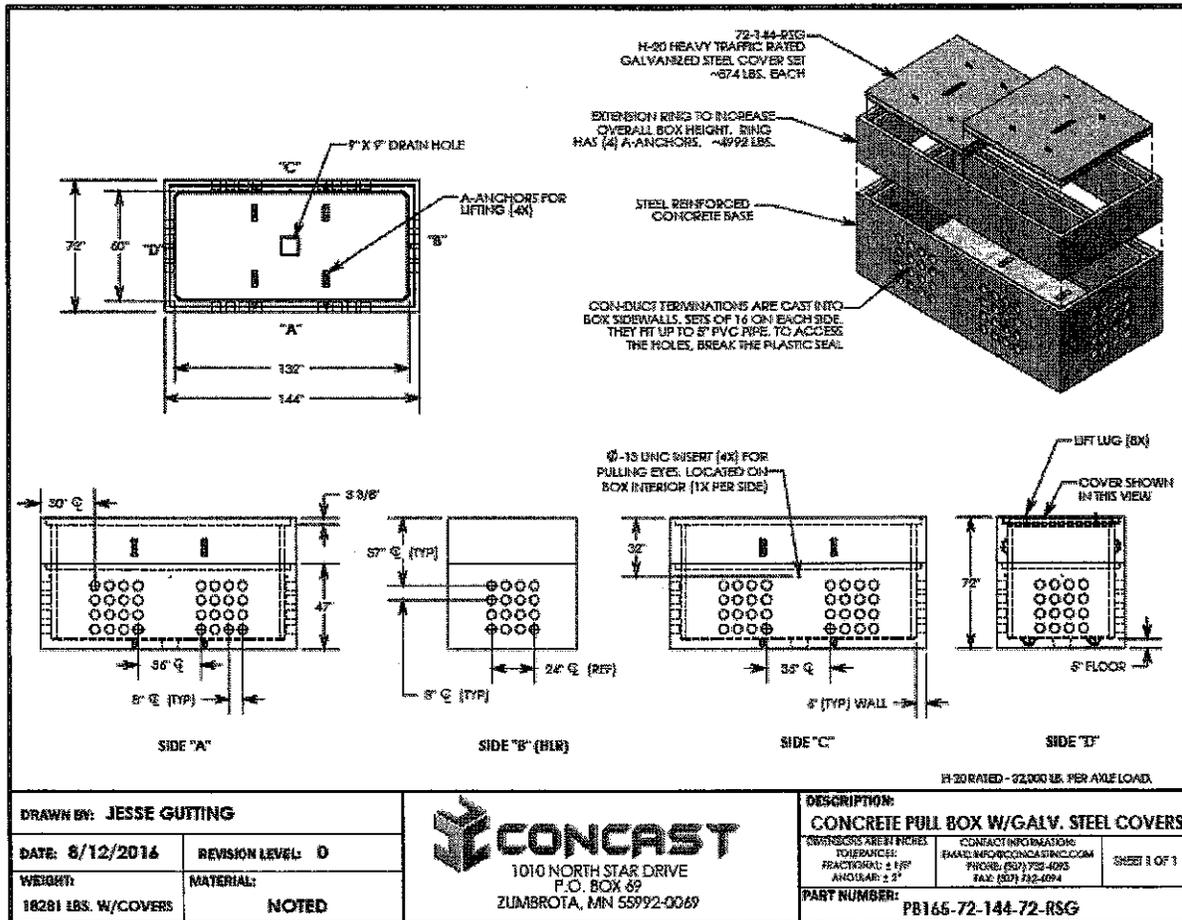
Ronda Brown, City Clerk

**VERMEER MANUFACTURING COMPANY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A PUBLIC INFRASTRUCTURE

The Public Infrastructure shall consist of the construction as detailed below.



## Exhibit B

### SECTION 26 05 33 CONDUIT

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Rigid polyvinyl chloride conduit and fittings

##### 1.2 REFERENCES

- A. NECA "Standards of Installation"
- B. National Electrical Manufacturers Association (NEMA):
  - 1. TC 2 – Electrical Polyvinyl Chloride (PVC) Conduit
  - 2. TC 9 – Fittings for PVC Plastic Utilities Duct for Underground Installation
- C. National Fire Protection Association (NFPA):
  - 1. ANS/NFPA 70 – National Electrical Code
- D. Underwriters Laboratories (UL): Applicable Listings
  - 1. UL514-B – Conduit Tubing and Cable Fittings
  - 2. UL651-A – Type EB and a PVC Conduit and HDPE Conduit
- E. American Standard of Testing and Materials (ASTM):
  - 1. ASTM D 570 - Standard Test Method for Water Absorption of Plastics
  - 2. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics
  - 3. ASTM D 648 - Standard Test Method for Deflection Temperature of Plastics under Flexural Load in the Edge Wise Position
  - 4. ASTM D 2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
  - 5. ASTM D 2447 - Standard Specification for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter
  - 6. ASTM D 3350 - Standard Specification for Polyethylene Plastic Pipe and Fittings Material
- F. Definitions:
  - 1. Fittings: Conduit connection or coupling.
  - 2. Body: Enlarged fittings with opening allowing access to the conductors for pulling purposes only.
  - 3. Concealed: Not visible by the general public. Often indicates a location either above the ceiling, in the walls, in or beneath the floor slab, in column coverings, or in the ceiling construction.

##### 1.3 SUBMITTALS

- A. Provide product submittals to the Architect/Engineer, per specifications, for approval prior to purchase and installation.

**PART 2 - PRODUCTS**

**2.1 RIGID NON-METALLIC CONDUIT (PVC) AND FITTINGS**

- A. Acceptable Manufacturers: Carlon (Lamson & Sessions) Type 40, Cantex, J.M. Mfg., or approved equal.
- B. Construction: Schedule 40 rigid polyvinyl chloride (PVC), UL labeled for 90°C.
- C. Fittings and Conduit Bodies: NEMA TC 3; sleeve type suitable for and manufactured especially for use with the conduit by the conduit manufacturer.

**END OF SECTION**

SECTION 26 05 37  
MANHOLES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Prefabricated Concrete Manholes
- B. Manhole Accessories

1.2 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in precast concrete structures with three (3) years documented experience.

1.3 REFERENCES

- A. ANSI/ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- B. ANSI/ASTM A569 - Steel, Sheet and Strip, Carbon (0.15 Maximum Percent), Hot-Rolled, Commercial Quality
- C. ASTM A48 - Gray Iron Castings
- D. ASTM A123 - Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strips

1.4 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 26 05 00.
- B. Indicate material specifications, dimensions, capacities, size and location of openings, reinforcing details, and accessory locations.
- C. Provide product data for manhole accessories.
- D. Submit manufacturer's installation instructions under provisions of Section 26 05 00.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - PRECAST CONCRETE MANHOLES

- A. Concast (see cut sheet following this section).
- B. Illinois Concrete Co.
- C. Grove Concrete
- D. Utility Concrete Products, LLC
- E. Hartford Concrete Products
- F. Lister Industries

2.2 PRECAST CONCRETE MANHOLES

- A. Precast Concrete: Air-entrained, 2000 psi compressive strength at 28 days.
- B. Reinforcing: AASHTO HS-20; bridge loading.

City of Pella, Iowa  
Medium Voltage Materials

MANHOLES  
26 05 37 - 1

01278279-1\10994-001

9/6/2016



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

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ITEM NO: H-3

**SUBJECT:** Resolution Ordering Plans and Specifications, Form of Contract, Notice to Bidders, Setting the Public Hearing, and Authorizing the Taking of Bids and Authorizing Bid Opening in Connection with the West Substation 69kV Ring Bus Improvements for Furnishing 15 kV Switchgear and 15 kV Switchgear Panel Doors.

**DATE:** September 20, 2016

**BACKGROUND:** This resolution sets the Public Hearing date as October 4, 2016, and authorizes the taking of bids for 15 kV switchgear and 15 kV switchgear panel doors. This material will be used in conjunction with the West Substation 69kV Ring Bus Improvements.

The equipment is described in general as follows:

A new lineup of 15 kV indoor metalclad switchgear including seven (7) vacuum circuit breakers with related relaying, controls, and accessories.

Eight (8) replacement switchgear panel doors including relaying, related controls, and accessories.

Critical dates have been identified as:

September 27, 2016	Bid Opening at 1:30 pm at City Hall
October 4, 2016	Public Hearing and Award at 7:00 pm
January 15, 2017	Switchgear Panel Door Delivery
April 15, 2017	Switchgear Delivery

The engineer's estimated cost for the material is:

\$373,000 for the 15 kV switchgear and 15 kV switchgear panel doors.

It is important to note that all of these costs are exclusively related to distribution functions and will be the responsibility of the City of Pella.

**ATTACHMENTS:** Resolution, Bid Specification

**REPORT PREPARED BY:** Electric Department

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

**RECOMMENDED ACTION:** Approve resolution.

RESOLUTION NO. 5722

RESOLUTION ORDERING PLANS AND SPECIFICATIONS, FORM OF CONTRACT,  
NOTICE OF HEARING AND LETTING, SETTING DATE FOR PUBLIC HEARING,  
AUTHORIZING THE TAKING OF BIDS AND AUTHORIZING BID OPENING IN  
CONNECTION WITH FURNISHING 15 KV SWITCHGEAR AND 15 KV SWITCHGEAR  
PANEL DOORS FOR THE CITY OF PELLA, IOWA.

WHEREAS, the City of Pella owns and operates an electric utility that provides electricity to residents of the City of Pella and also to residents outside the City limits but within the service area boundary established by the State of Iowa; and,

WHEREAS, the City Council has deemed it advisable and necessary to obtain certain materials for the project described in general as the 69 kV Ring Bus Improvement 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 West Substation 69 kV Ring Bus Improvement 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:

Furnishing 15 kV Switchgear and 15 kV Switchgear Panel Doors

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 is hereby directed to post notice of letting once in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation and an internet site sponsored by the City. Postings shall be not less than thirteen days nor more than forty-five days prior to September 27, 2016, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 1:30 pm 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 October 4, 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 October 4, 2016.

PASSED and ADOPTED this 20<sup>th</sup> day of September, 2016.

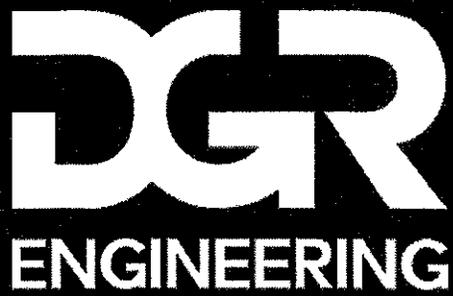
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James Mueller, Mayor

ATTEST:

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Ronda Brown, City Clerk

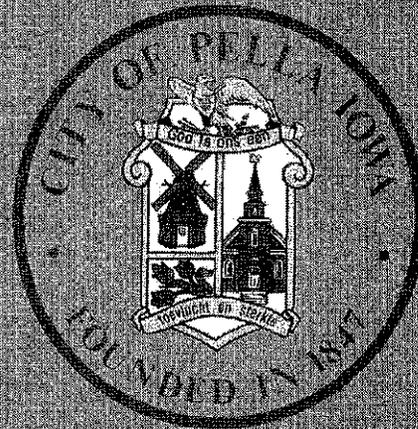


**BIDDING DOCUMENTS**

**FOR**

**FURNISHING 15 kV SWITCHGEAR  
AND 15 kV SWITCHGEAR PANEL DOORS**

**WEST SUBSTATION**



**CITY OF PELLA  
PELLA, IOWA**

**September 12, 2016**

**DGR Project No. 414943**

**BIDDING DOCUMENTS**

**FOR**

**FURNISHING 15 kV SWITCHGEAR  
AND 15 kV SWITCHGEAR PANEL DOORS**

**WEST SUBSTATION**

**CITY OF PELLA  
PELLA, IOWA**

	<p>This engineering document is a reproduction of a certified engineering document, the official copy which was certified by</p> <p>By _____ Daniel L. McMahon, P.E. (date)</p> <p>License Number <u>19945</u></p> <p>My License renewal date is <u>December 31, 2017</u></p> <p>Pages or sheets covered by this seal: <u>All pages and sheets.</u></p>
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DGR Project No. 414943

**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

**BIDDING DOCUMENTS**

**FOR**

**FURNISHING 15 kV SWITCHGEAR**  
**AND 15 kV SWITCHGEAR PANEL DOORS**

**WEST SUBSTATION**

**CITY OF PELLA**  
**PELLA, IOWA**

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**Appendix**

1. Proposed IED I/O and Port Assignments
2. Drawing List
3. Cable Schedule
4. Drawings:
  - WS-106 – Switching One Line – 12.47 kV
  - WS-111 – Protection and Control One Line – 69 kV
  - WS-121 - Protection and Control One Line – 12.47 kV Bus B      Add/Remove
  - WS-122 - Protection and Control One Line – 12.47 kV Bus C

WS-130 – Communication Diagram  
WS-400 – Control Building Plan  
WS-560 – 12.47 kV Switchgear Panel Layouts – Bus B Add/Remove  
WS-561 – 12.47 kV Switchgear Fabrication Details – Bus B  
WS-580 – 12.47 kV Switchgear Panel Layouts – Bus C  
SAMPLE SWGR-01 – Wiring Diagram – Sample Switchgear Cubicle  
SAMPLE SWGR-02 – Footprint & Planview – Sample Switchgear  
SAMPLE SWGR-03 – Fabrication Details – Sample Switchgear Cubicle  
SAMPLE SWGR-11 – Control Schematic – Sample Feeder Breaker  
SAMPLE SWGR-21 – Three Line Diagram – Sample Switchgear Cubicle

## NOTICE OF PUBLIC HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT, AND ESTIMATE OF COST FOR FURNISHING 15 KV SWITCHGEAR AND 15 KV SWITCHGEAR PANEL DOORS FOR THE CITY OF 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 **September 27, 2016**, for the furnishing of 15 kV switchgear and 15 kV switchgear relay panels for the 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 October 4, 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 15 kV switchgear and 15 kV switchgear relay doors which is 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.

The general nature of the work on which bids are requested is

**A new lineup of 15 kV indoor metalclad switchgear including seven (7) vacuum circuit breakers with related relaying, controls, and accessories.**

**Eight (8) replacement switchgear panel doors including relaying, related controls, and accessories.**

The above equipment 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, DeWild Grant Reckert and Associates Company, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: [dgr@dgrnet.com](mailto:dgr@dgrnet.com), no deposit required.

Bids shall be submitted on a unit price or lump sum 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. 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 and Labor and Materials Payment Bond. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

Payment to the Supplier for the equipment shall be made on the basis of ninety-five percent (95%) within thirty-one (31) days after delivery, off loading, placement, installation, and receipt of the equipment in acceptable condition; five percent (5%) within thirty-one (31) days after final completion, field testing, delivery of field test results, Owner's acceptance, and delivery of documentation.

The equipment shall be delivered according to the schedule listed in the specifications.

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 20<sup>th</sup> day of September, 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. They must satisfy themselves by actual examination of the site as to the nature of the work and all conditions affecting the performance of the contract. 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 Owner 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 Owner is not furnished, the Owner may consider the bidder non-responsive or non-responsible. The Owner 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 Owner reserves the right to reject any bid if the Owner 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 Form. In preparing a bid, the Bidder shall specify the price, written legibly in ink, a typewriter, or electronically, at which he or she proposes to do each item of work. Upon request, the Engineer may furnish an electronic PDF of the Bid Form for ease of use.

Prices shall be stated with respect to each bid item including 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. Bid items marked optional are the only items allowed to be left blank or marked N/A.

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. **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, including bid security, shall be provided.** Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – 15 kV Switchgear and 15 kV Switchgear Panel Doors" 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 oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

#### **E. BID SECURITY.**

Bid Guaranty shall be in the amount outlined in the Notice of Public Hearing and Letting. 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 Owner, 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 AND 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:

- Relevant experience with installations of similar size and type.
- Ability to meet specified delivery schedule.
- Conformance to project specifications.
- Support capabilities.
- Qualities of materials.
- Life cycle costs.
- Maintenance costs.

#### **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 not include provisions for the payment of any taxes to the State.

**J. PERFORMANCE BONDS.**

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(s) 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 Owner within ten (10) days after the award has been made. No bid shall be considered binding upon the Owner 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. 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.

**M. SHOP DRAWINGS.**

Approval drawings will be required for all material to verify compliance with the specifications. Drawings shall be submitted to the Engineer per the schedule indicated in the General Requirements.

**N. MATERIAL DELIVERIES.**

Materials specified within shall be purchased FOB, delivery location designated in the specifications, Freight prepaid and included in quoted price. Materials shall be shipped in total or in truckload lots, minimum. Refer to the specifications for instructions on delivery coordination, schedule, and acceptable arrival times.

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 eighteen months 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 FORM

TO: City of Pella  
Pella, Iowa

FROM: Bidder's Name \_\_\_\_\_

Address \_\_\_\_\_

Bid Security \_\_\_\_\_

Pursuant to and in compliance with the Notice of Public Hearing and Letting 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 not 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 of the 15 kV switchgear shall be included in this Bid.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This proposal is void unless a materials contract based on this proposal 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, Pella, Iowa, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
A	1	15 kV indoor metal-clad switchgear lineup, with seven (7) vacuum circuit breakers, PT's, CT's, controls, relaying, factory testing, and drawings (as req'd)	\$ _____	\$ _____
B	1	Switchgear penthouse, PT cabinet (as req'd)	\$ _____	\$ _____
C	8	Replacement switchgear panel doors including relaying, related controls, and accessories (as req'd)	\$ _____	\$ _____
			Total Bid:	\$ _____

Switchgear Manufacturer: \_\_\_\_\_

Switchgear Breaker Manufacturer: \_\_\_\_\_

Bidder confirms its ability to meet the proposed design submittal schedule (yes/no): \_\_\_\_\_

Guaranteed Switchgear Delivery Date: \_\_\_\_\_  
 (Assuming Contract Execution Date of October 18, 2016)

Guaranteed Switchgear Panel Door Delivery Date: \_\_\_\_\_  
 (Assuming Contract Execution Date of October 18, 2016):

<u>Item No.</u>	<u>Qty</u>	<u>Optional - Relaying Testing - Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
D	14	SEL-351S (per relay)	\$ _____	\$ _____
E	2	SEL-587Z (Per Relay)	\$ _____	\$ _____
Optional Items - Total:				\$ _____

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder \_\_\_\_\_

Authorized Officer \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

## GENERAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.01 SUMMARY:

- A. Materials shall be as shown on the Drawings or as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter's Laboratory.

#### 1.02 CONTRACT AWARD:

- A. The Owner will award one contract for the Bid as deemed in the best interest of the Owner. Supplier shall submit bonds and signed contract per the following schedule:

September 27, 2016 Bid Opening

October 4, 2016 Council Awards Contract

October 14, 2016 Supplier submit bonds and signed contract

October 18, 2016 Council Executes Contract

#### 1.03 SUBMITTALS:

- A. The Supplier shall prepare all drawings in AutoCAD 11" x 17" format. See Drawing List in the Appendix for details on required drawings. These shall be prepared based on the project drawings, sample drawings and the IED I/O and port assignment list furnished with the Specifications. The Supplier shall include at least the level of detail shown on the corresponding sample schematic, diagram, and/or drawing.
- B. Relay inputs, relay outputs, relay communication ports and test switch pole assignments shall be per the IED I/O and port assignment list and panel nameplate details shown on the Drawings.
- C. The Supplier shall incorporate the internal schematics of all internal and external equipment contained in Supplier created drawings. This includes equipment furnished by both the Supplier and by Others. Supplier shall obtain all external equipment vendor drawings from the Engineer for implementation into the Supplier drawings.

- D. The Supplier shall be responsible for all drawings required to fully document the function of all equipment internal to the control panels. The Supplier shall also show external equipment connections on the wiring diagrams. This includes the external control cables and includes individual wire colors, cable sizes, remote terminal wire labels, and terminal block strip label.
- E. See the Drawing List and Contract Drawings for further details on the Supplier drawing requirements. Individual drawing numbers and titles shall be directed by the Engineer to fit into an existing set of drawings. Refer to the Drawing List for proposed drawing numbers and titles. Any deviation to the drawing list shall be approved by Engineer.
- F. Drawings shall be submitted electronically to the Engineer in 11 x 17 PDF format.
- G. Drawings shall be transmitted with a cover letter and such letter shall note the submittal number, drawings included in transmittal, and date sent.
- H. The Supplier shall furnish to the Engineer the following submittal packages:
1. Submittal #1: after award of the contract and before proceeding with the manufacture and purchase of the material, submit electronic files of all fabrication details, layouts, and material lists for approval. Fabrication details shall include overall dimensions, metal frame sizing, equipment cutout details and locations, ground bar mounting, and other details as required to allow Engineer to sufficiently review the design.
  2. Submittal #2: submit 35% design review package that includes schematics for:
    - One (1) main breaker cubicle,
    - One (1) feeder breaker cubicle, and
    - One (1) bustie breaker cubicle.Also furnish a preliminary wiring diagram for one panel.
  3. Submittal #3: submit all schematics for approval.
  4. Submittal #4: final review package including all fabrication details, control panel layouts, material lists, schematics, wiring diagrams and nameplate lists.
- I. Submittal Schedule: the following schedule is proposed to ensure a quality design. Changes to the proposed submittal schedule must be approved by Engineer:

**Switchgear Panels:**

October 20, 2016	Supplier submits Submittal #1 for approval
October 27, 2016	Submittal #1 approved
November 1, 2016	Engineer furnishes vendor equipment drawings and Engineer-furnished drawings for use in schematic design
November 10, 2016	Supplier submits Submittal #4 for approval
November 24, 2016	Submittal #4 approved

**Switchgear:**

November 1, 2016	Engineer furnishes vendor equipment drawings and Engineer-furnished drawings for use in schematic design
November 1, 2016	Supplier submits Submittal #1 for approval
November 10, 2016	Supplier submits Submittal #2 for approval
November 14, 2016	Submittal #1 approved
November 24, 2016	Submittal #2 approved
January 13, 2017	Supplier submits Submittal #3 for approval
January 27, 2017	Submittal #3 approved
February 20, 2017	Supplier submits Submittal #4 for approval
March 6, 2017	Submittal #4 approved

J. Supplier Milestones: the following schedule is the proposed Supplier milestone schedule recommended to keep the project on schedule. The following schedule is developed based on the Supplier Submittal Schedule:

**Switchgear Panels:**

October 27, 2016	Supplier orders material and begins fabrication
November 24, 2016	Supplier receives material for fabrication assembly

December 6, 2016	Ready for wiring
December 24, 2016	Wiring complete
January 4, 2017	Ready to ship (testing and crating done)
January 6, 2017	Delivery

**Switchgear:**

November 14, 2016	Supplier orders material and begins fabrication
January 20, 2017	Supplier receives material for fabrication assembly
March 6, 2017	Ready for wiring
March 24, 2017	Wiring complete
April 13, 2017	Ready to ship (testing and crating done)
April 20, 2017	Delivery

- K. Within one week after shipment of the panels, the Supplier shall forward to the Engineer an electronic copy in both AutoCAD DWG compatible format and Adobe PDF compatible format for every drawing created or modified by the Supplier.
- L. Supplier shall provide a mark-up of Engineer-furnished drawings and Cable Schedule, or take possession of the Engineer-furnished drawings and updated them accordingly if preferred, to document any changes required for the design.
- M. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.
- N. Three (3) copies of all instruction books shall be provided with the equipment. Three (3) copies of all approved shop drawings and/or material lists shall be furnished after the project is completed.

1.04 SHIPPING PROCEDURES:

- A. All Bids shall include F.O.B to the job site in Pella, Iowa.
- B. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.
- C. Supplier shall notify the Owner and Owner's Contractor by telephone when equipment is ready for shipment, AT LEAST 48 HOURS PRIOR TO DELIVERY, unless noted more specifically in the Specifications.
- D. Deliveries Accepted: Monday-Friday, 8:00 AM – 3:00 PM, working days only.
- E. Supplier shall also coordinate delivery in advance with the on-site Contractor to insure the Contractor can schedule to be on-site and prepare for delivery of the equipment.
- F. The supplier shall coordinate delivery locations with the Engineer and/or on-site Contractor.
- G. Unloading, placing and assembly of the equipment will be completed by the on-site Contractor.

1.05 WARRANTY:

- A. Bidder shall furnish a standard warranty package with the material.
- B. Coverage length: Minimum 18 months from date of delivery.
- C. Shall be comprehensive, without deductibles, and shall cover all equipment supplied by Bidder, whether or not it was manufactured by the Bidder.
- D. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

\* \* \* END OF SECTION \* \* \*

**TECHNICAL SPECIFICATIONS**  
**FURNISHING 15 kV SWITCHGEAR**

**PART 1 - GENERAL**

**1.01 SCOPE:**

- A. All other conditions of the Contract and the General Requirements are hereby made part of this Section.
- B. Work under this Section includes manufacturing, furnishing, and delivering 15 kV switchgear as herein specified and shown on the Drawings. Work includes, but is not limited to, the following:
  - 1. Furnish and deliver to site a lineup of new 15 kV metal-clad switchgear with seven (7) 2000 Amp breakers, 2000 Amp rated 15 kV bus, PT's, CT's, relays, and other control equipment, include all miscellaneous loose equipment and communication cables as indicated in the Cable Schedule and on the material lists shown on the Drawings.
  - 2. Furnish complete schematics for the switchgear, incorporating equipment drawings into the schematics.
  - 3. Furnish complete wiring diagrams and other drawings for the switchgear as noted on the Drawing List.
- C. Material furnished by Others:
  - 1. Multi-conductor control cable for connections external to the switchgear as indicated in the Cable Schedule.
  - 2. 15 kV power cable for connections external to the switchgear.
  - 3. Materials for connecting to the existing 15 kV switchgear.
- D. Work performed by Others:
  - 1. Unloading and installation of the switchgear.
  - 2. Installation of multi-conductor control cable for connections external to the switchgear.
  - 3. 15 kV power cable terminations.

4. Buswork modifications for connecting to the existing 15 kV switchgear.
5. Field testing and commissioning of the switchgear.

1.02 SUBMITTALS:

- A. See General Requirements for submittal procedures.

1.03 SHIPPING PROCEDURES:

- A. See General Requirements for shipping procedures.
- B. Supplier shall notify the Owner and Owner's Contractor by telephone AT LEAST 7 DAYS PRIOR TO SWITCHGEAR DELIVERY.

1.04 WARRANTY:

- A. See General Requirements for warranty requirements.

1.05 APPROVED SUPPLIERS:

- A. Suppliers shall have experience designing and furnishing switchgear for electrical utility projects.
- B. All design and fabrication must be completed in the United States. Design and fabrication completed outside of the United States will not be accepted.
- C. Switchgear shall be furnished only from the following Suppliers, unless written permission via addendum is obtained from the Engineer.
  1. ABB
  2. Pedersen Power Products/Eaton
  3. Harold K. Scholz Co.
  4. Controlled Power Corporation
  5. PowerCon Corp.

PART 2 – PRODUCTS

2.01 SWITCHGEAR FABRICATION:

- A. Electrical requirements:
  1. The system voltage will be 7.2/12.47 kV, 3-phase, 4-wire, grounded neutral, 60 hertz.

2. Switchgear shall be designed, manufactured, and tested in accordance with the latest standards of ANSI and NEMA.
3. Size bus bar and equipment ampacity as stated on the Drawings.

B. Switchgear assembly:

1. Breaker housing and auxiliary units shall be arranged to meet the electrical requirements as shown on the one-line diagram.
2. The breaker housings shall be the height and width shown on the Drawings. Bolt breaker housings together to form a rigid, metalclad, switchgear assembly.
3. Each housing unit shall consist of breaker, bus, line, ground bus, instrument transformers, control, and auxiliary modules as required.
4. Metal side panels shall isolate adjacent housings, and removable metal barriers shall isolate the 15 kV power cable terminations of each circuit.
5. Arrange switchgear to facilitate entrance of the 15 kV power cables from ducts in the floor.
6. Rear cover panels shall be hinged and bolted with handles.
7. Front panel doors shall be hinged with handles.
8. Switchgear shall be constructed of a minimum of #11 gauge hot rolled steel.
9. Include provisions for remounting existing ceiling supports to the top of the switchgear.
10. All bus insulation, supports (including runback supports), and inter-compartmental barriers shall be porcelain or cycloaliphatic epoxy.
11. Feeder cubicles shall be supplied with lightning arresters on each phase, Ohio Brass type PVD or equal.
12. A terminal board sheet shall be provided for the mounting of terminal blocks, shorting type terminal blocks, secondary fuses, and any necessary panduit. Secure the terminal board by drilling and tapping the breaker housing wall and bolting to wall.

13. Provide a through wireway near the top of the front part of the switchgear for control wire runs between panels where required.
14. Allow for control cable entry from a cable trough located under the front compartment, near the front, of the switchgear

C. Switchgear Panel Doors:

1. Front panels shall be half height, formed, with concealed hinge, providing ample swing for removal of the circuit breaker. Provide catch mechanism to hold door in open position.
2. Panel doors shall have provisions for racking breakers in and out of the energized position while the door is closed. Provide one brushed chrome finished handle, without lock, per panel door.
3. Meters, control, and relays shall be mounted on the panel doors as indicated on the Drawings.
4. External equipment shall be semi-flush, panel mount type. Provide project-panel mounted relays or other equipment if needed to meet breaker racking requirements.

2.02 INSTRUMENTATION, CONTROL AND RELAYING:

A. General:

1. Refer to the Drawings for material lists indicating the devices and relays that shall be provided on the switchgear. The Supplier shall include any proposed substitutions or modifications to the equipment list with their proposal.
2. Items listed as "by Swgr Supplier" on the Drawings shall meet the ratings and specifications indicated on the Drawings and shall be approved by Engineer during review of the material list.
3. Annunciator and IED label wording shall be determined by Supplier and submitted to Engineer for review. Supplier shall furnish and install all annunciator and IED labels prior to shipment of the control panels.
4. Communication cables for interconnecting relays to communication processors and Ethernet switches shall be furnished as indicated on the Drawings. Additional cables for fiber communication shall also be furnished as indicated on the material lists.

## 2.03 CONTROL WIRING:

- A. Switchboard type, rated for 90° C operation.
- B. CT secondary circuits and associated test switches shall have #10 AWG wiring. All other wiring shall be #14 AWG minimum, unless noted otherwise.
- C. Installed, bundled, and tied in a workmanlike manner.
- D. Panduit and plastic wire ties shall be used to direct and secure wire in a neat manner.
- E. Wires shall be connected to terminal blocks with nylon insulated, ring-tongue multi-finger insulation grip terminals, Burndy type YAE-N or approved equal.
- F. Plastic markers shall be placed on each conductor to provide identification of the associated remote terminal point and equipment designation of the conductor.
- G. Control wiring between switchgear panels shall be run in the control cable wireway in the switchgear.
- H. Including fuse blocks for control and PT circuits as shown in the Drawings.
- I. External Wiring:
  - 1. Circuits between the external equipment and switchgear shall be via the terminal blocks mounted in the switchgear.
  - 2. All external switchgear wiring will be completed using multi-conductor control cable furnished and installed by Others as indicated in the Cable Schedule.
    - a. Wires from each control cable shall terminate on the same terminal block in each switchgear unit and adjacent blocks if more than one block is required. Multiple control cables can connect to the same terminal block if space exists on the block for terminating all wires of the control cables.
    - b. The external control panel wiring includes, but is not limited to, wiring between the 69 kV control panels, AC panels (by Others), DC panels (by Others), 12.5 kV switchgear panels, and yard equipment.

- c. All wires of the control cable shall be shown terminated on terminal blocks in the control panels whether or not the wire is used.

J. Terminal Blocks:

1. Terminal blocks shall be mounted near the front panel door for easy field access.
2. All terminal blocks not used for CT secondary circuits shall be GE type EB25, 12-circuit terminal blocks or approved equal unless indicated otherwise.
3. Terminal blocks that are used for CT secondary circuits shall be GE type EB27B06S, six-circuit terminal blocks or approved equal unless indicated otherwise.
4. Wire all CT leads out to an associated terminal block. This includes all taps for multi-ratio CTs and both connections to single-ratio CTs.
5. The neutral circuit of each CT secondary circuit shall be directly connected to ground at the terminal block only.
6. All terminal block terminations shall be furnished with washer-head screws whether they are used or not.
7. Terminal blocks shall include a label on each circuit that is referenced on the schematics. Circuit nodes that are not connected to a terminal block point do not require a label on the schematics or on the wire labels.

K. Furnish and install all data cables per the cable schedule.

L. Convenience outlets shall be provided and installed as shown in the Drawings.

2.04 GROUNDING:

- A. All switchgear breaker housing and auxiliary compartment units shall be grounded.
- B. Control ground bus: provide and install a copper ground bus bar, 1/8 inch x 1 inch, near the front of the switchgear, accessible from all control compartments, across the full length of the switchgear, for control and relay grounding. Secure the control ground bus bar to the power ground bus.

- C. Power ground bus: provide and install a 1/4-inch x 3-inch copper ground bus bar across the full length of the switchgear near the rear for power circuit grounding. This ground bus shall be suitable for use as a solid grounded neutral bus. NEMA 4-bolt pad terminals shall be furnished for terminating power cable and neutral conductors entering from the bottom.
- D. All bus joints on both ground bus bars shall be silver-plated and bolted. Secure the ground bus bars to each housing. The power ground bus shall be bolted to each breaker ground contact.
- E. Provide a means of securing meters, relays, and control devices to the mounting panels such that any metal case of these devices is grounded to the panel, not insulated from the same by paint or panel finish.

#### 2.05 BREAKER AND BUS MODULE:

- A. Bus bar shall be sized per ampacity specified in the Drawings.
- B. The main bus shall be of copper and shall have flame-retardant insulation. Porcelain or cycloaliphatic epoxy main bus supports shall cover the bus opening between housings to provide a non-combustible firewall.
- C. All bus joints shall be silver-plated, bolted and insulated.
- D. Breaker/bus modules of the same rating shall be interchangeable and shall house any circuit breaker of the same rating.
- E. The stationary primary contact shall be silver-plated and recessed within porcelain or glass polyester NEMA GP03 supports. An automatic shutter shall cover the stationary primary disconnecting contacts when the breaker is in the disconnected position or out of the housing.
- F. The stationary secondary contacts shall be silver-plated multiple sockets. Safety interlocks shall be provided to function with the circuit breaker.
- G. Each breaker/bus module shall be furnished with a mechanism which will move the breaker between the operating, test, and disconnect positions. The mechanism shall be designed so that the breaker will be self-aligning and will be held rigidly in the operating position without the necessity of locking bars or bolts.
- H. Movement between breaker positions within the breaker module shall be driven by an electric motor integrated into module and control remotely.
- I. In the disconnect position, the breaker shall remain housed in the bay with the front panel door closed, and shall be easily removable from the

compartment with the door open. Extra front volume behind door shall be provided, as required, to accomplish this with all installed panel devices.

- J. A ground contact shall ground the breaker in the operating position, testing position, and between these positions.

## 2.06 CIRCUIT BREAKER:

- A. Circuit breakers shall be:
  - 1. Vacuum, Draw-out type.
  - 2. Rated 15,000 volts, 60 hertz.
  - 3. Continuous current rating as shown on the Drawings.
  - 4. Nominal interrupting rating of 500 MVA.
  - 5. 125 VDC nominal operating voltage.
- B. All circuit breakers of equal rating shall be interchangeable, and shall fit any housing of the same rating.
- C. The mechanisms shall be of the stored energy type, normally charged by a universal electric motor, and be mechanically and electrically trip free.
- D. Provisions shall be included for manual charging of the mechanism and for slow closing of the contacts for inspection or adjustment.
- E. The primary disconnecting fingers shall be silver-plated and retained to the primary contacts with individual leaf springs.
- F. Each main contact shall be sealed in a separate vacuum unit. A means shall be provided to determine the degree of contact erosion.
- G. The secondary disconnecting contacts shall be silver-plated, multiple plug type, with automatic self-aligning sliding-type contacts.
- H. The circuit breaker shall be able to operate in either the operating or test positions.
- I. Interlocks shall be provided to prevent movement of a closed breaker, to prevent closing of a breaker between operating and test positions, to trip breakers upon insertion or removal from housing, and to discharge stored energy mechanisms upon insertion or removal from housing. The breakers shall be secured positively in the housing between and including the operating and test positions.
- J. Circuit Breaker control circuits:

1. Breaker control circuits shall be suitable for 125 volt DC operation and shall include all necessary limit and latch checking switches, interlocking switches, anti-pump mechanisms and control circuits, miscellaneous relays, test switches, etc., for proper operation.
  2. The breaker control circuits shall include a normally open contact of the limit switch for the spring charging motor and a normally closed contact of the trip latch checking switch, in addition to the normally supplied devices, in the closing circuit of the breaker.
- F. MOC contacts shall be provided which duplicate the "a" and "b" contacts in each breaker. Provide a minimum of five additional "a" MOC contacts and five additional "b" MOC contacts for each breaker.

#### 2.07 INSTRUMENT TRANSFORMERS:

- A. Instrument transformers shall be provided and installed in breaker compartments as shown in the Drawings.
- B. Current transformers (CTs) for relaying shall be ring type and of the ratio as shown in the Drawings. CTs shall be rated relaying accuracy class of C200 or greater. The transformers shall be mounted in the breaker module and shall be accessible after installation.
- C. Current transformers for revenue metering (metering accuracy) shall meet ANSI Standard C57.13 of 0.3 percent at all burdens and shall have continuous thermal rating factor of at least 1.5. These current transformers shall be designed for indoor use and utilize one of the following construction styles as noted in the Drawings:
  1. Bar type CT, similar to GE type JKM-5.
  2. Ring type CT, similar to ABB type SCV-D
- D. The potential transformers (PTs) shall be indoor and rated for use at nominal system voltages in a wye configuration. These potential transformers shall meet ANSI Standard C57.13 of 0.3 percent accuracy class for all burdens. Furnish ABB type VIZ-11 or similar. Provide ratio as shown on the Drawings.
- E. The potential transformers shall be mounted on draw-out or tip-out assemblies which disconnect both the primary and secondary PT connections and ground the same when in the draw-out position. Provide two (2) spare fuses.

#### 2.08 ACCESSORIES:

- A. The switchgear shall be furnished with the following set of accessories:

1. (1) Maintenance handle for manually closing circuit breaker when not in housing.
2. (1) Levering crank for moving circuit breaker between test and connected positions.
3. (1) Set of test plugs for use with relays and meters.
4. (1) Spring charge handle for manually charging closing spring.
5. (1) Turning dolly for handling circuit breaker outside housing.
6. (1) Portable breaker lift for use with stacked circuit breakers type switchgear, for removal of the breaker from upper compartment and transporting to another location.
7. (6) Spare LED indicating lamps for each type/color furnished.
8. Two (2) spare 120/240 V fuses for each installed secondary fuse after energized and tested.
9. Insulating boots shall be supplied for installation over the terminated connections in each bay where high voltage power cables are to be installed.
10. Remote racking controller compatible with integrated racking system and motor. Provide 20 ft. cord with controller.

#### 2.09 FINISH:

- A. Steel surfaces shall be chemically cleaned and treated to provide a bond between the primer paint and metal surfaces.
- B. Steel shall be finished with minimum of one (1) primer coat and two (2) coats of unfinished paint.
- C. Exterior Finish Paint: Indoor light gray ANSI #61.
- D. Interior Finish Paint: white semi-gloss.
- E. Furnish touch-up paint for application by Others after installation.

#### 2.10 NAMEPLATES:

- A. Nameplate sizes and text sizes as indicated on the Drawings.
- B. Laminated plastic, adhesive-type securely fastened to panel.
- C. White lettering on black background; wording shall be as shown on the Drawings.

### PART 3 - EXECUTION

#### 3.01 TESTING AND CHECKOUT PROCEDURES

A. The Supplier shall perform all production tests required by the applicable standards and these specifications. Tests on the switchgear assembly shall include, but not be limited to, the following:

1. Mechanical operation tests
2. Instrument transformer case grounding tests
3. Instrument transformer polarity verification
4. Dielectric tests (AC Hi-Pot)
5. Functional tests
6. Control wiring continuity tests

Additionally, each medium voltage draw-out circuit breaker shall be uncrated and inserted into the switchgear cubicles to verify alignment and proper operation.

B. Manufacturer shall perform all tests required by its Quality Assurance Program to insure that this product will maintain its high quality standard of materials and reliability in operation.

C. The Supplier shall include one (1) copy of associated test reports in each set of instruction manuals.

D. After the installation of equipment and prior to energizing of the same, several types of tests will be performed by an independent testing company hired by the Owner. Tests included will be:

1. Functional testing of all equipment.
2. Functional testing of all control schemes.
3. Acceptance and commissioning testing of all relays and devices.
4. Phase angle and magnitude testing of all equipment.
5. Breaker Testing.

E. The Supplier shall be available for telephonic consultation as needed during the field testing and commissioning phase as questions or issues arise. If issues/deficiencies are discovered with the switchgear during the testing/commissioning phase, the Owner reserves the right to require the Supplier to provide field personnel immediately to resolve the issues/deficiencies.

### 3.02 DELIVERY AND INSTALLATION

A. The Supplier shall protect the painted surfaces during shipping to preserve the factory-applied finish and provide touch-up paint for any areas that may have become scratched during the shipping, unloading and installation process.

- B. In addition to painted surfaces, the Supplier shall protect any equipment displays, control switch handles, clear glass doors, and/or other instruments from being scratched or damaged.
- C. The equipment will be brought into the substation control building by Others via an opening approximately 9 feet wide by 9 feet high. The Supplier shall make all necessary arrangements to accommodate this so that the switchgear can be moved into the building without any disassembly.

\* \* \* END OF SECTION \* \* \*

## TECHNICAL SPECIFICATIONS

### FURNISHING 15 kV SWITCHGEAR PANEL DOORS

#### PART 1 - GENERAL

##### 1.01 SCOPE:

- A. All other conditions of the Contract and the General Requirements are hereby made part of this Section.
- B. Work under this Section includes manufacturing, furnishing, and delivering 15 kV switchgear panel doors as herein specified and shown on the Drawings. Work includes, but is not limited to, the following:
  - 1. Furnish and deliver to site eight (8) switchgear panel doors including all miscellaneous loose equipment and communication cables as indicated on the material lists shown on the Drawings.
  - 2. Furnish drawings as assigned on the Drawing List.
- C. Work performed by Others:
  - 1. Unloading and installation of the switchgear panel doors.
  - 2. Wiring terminations external to the panel door.
  - 3. Field testing and commissioning of the switchgear panel doors.
  - 4. Wiring design and drawing development as noted on the Drawing List.

##### 1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.

##### 1.03 SHIPPING PROCEDURES:

- A. See General Requirements for shipping procedures.

##### 1.04 WARRANTY:

- A. See General Requirements for warranty requirements.

##### 1.05 APPROVED SUPPLIERS:

- A. Suppliers shall have experience designing and furnishing control panels for electrical utility projects.
- B. All design and fabrication must be completed in the United States. Design and fabrication completed outside of the United States will not be accepted.

## PART 2 – PRODUCTS

### 2.01 SWITCHGEAR PANEL DOOR FABRICATION:

- A. Typical panel door:
  - 1. Shall match dimensions of existing panel doors for mounting in the existing switchgear.
  - 2. Integrate existing hinge and latching mechanisms into panel door design.
  - 3. External equipment shall be semi-flush or rack mounted type.
  - 4. Meters, control, and relays shall be mounted as indicated on the Drawings. See details on the Drawings for general layout of the panels.
  - 5. Panel doors shall have provisions for racking breakers in and out of the energized position while the door is closed. Provide brushed chrome finished handles, without lock, as shown in the Drawings.

### 2.02 INSTRUMENTATION, CONTROL AND RELAYING:

- B. General:
  - 1. Refer to the Drawings for material lists indicating the devices and relays that shall be provided on the switchgear panel doors. The Supplier shall include any proposed substitutions or modifications to the equipment list with their proposal.
  - 2. Items listed as “by Supplier” on the drawings shall meet the ratings and specifications indicated on the drawings and shall be approved by Engineer during review of the material list.
  - 3. Annunciator and IED label wording shall be determined by Supplier and submitted to Engineer for review. Supplier shall furnish and

install all annunciator and IED labels prior to shipment of the control panels.

4. Communication cables for interconnecting relays to communication processors and Ethernet switches shall be furnished as indicated on the drawings. Additional cables for fiber communication shall also be furnished as indicated on the material lists.

#### 2.03 CONTROL WIRING:

- A. Switchboard type, rated for 90° C operation.
- B. CT secondary circuits and associated test switches shall have #10 AWG wiring. All other wiring shall be #14 AWG minimum, unless noted otherwise.
- C. Installed, bundled, and tied in a workmanlike manner.
- D. Panduit and plastic wire ties shall be used to direct and secure wire in a neat manner.
- E. Wires leaving the switchgear panel door shall be brought together in the upper corner of the hinged side of the panel door. Wires shall each have a 10' tail and be bundled together for termination by Others.
- F. Plastic markers shall be placed on each conductor to provide identification of the associated remote terminal point and equipment designation of the conductor.

#### 2.04 GROUNDING:

1. Provide a grounding stud or other means for connecting each panel door to the existing switchgear's ground bus.
2. Provide a means of securing meters, relays, and control devices to the mounting panels such that any metal case of these devices is grounded to the panel, not insulated from the same by paint or panel finish.

#### 2.05 FINISH:

1. Steel surfaces shall be chemically cleaned and treated to provide a bond between the primer paint and metal surfaces.
2. Steel shall be finished with minimum of one (1) primer coat and two (2) coats of unfinished paint.

3. Exterior Finish Paint: Indoor light gray ANSI #61.
4. Interior Finish Paint: white semi-gloss.
5. Furnish touch-up paint for application by Others after installation.

2.06 NAMEPLATES:

1. Nameplate sizes and text sizes as indicated on the supplied drawings.
2. Laminated plastic, adhesive-type securely fastened to panel.
3. White lettering on black background; wording shall be as shown on the drawings.

PART 3 - EXECUTION

3.02 TESTING AND CHECKOUT PROCEDURES

- A. The Supplier shall perform all production tests required by the applicable standards and these specifications. Tests on each panel door assembly shall include, but not be limited to, the following:
  1. Mechanical operation tests
  2. Functional tests
  3. Control wiring continuity tests
- B. Manufacturer shall perform all tests required by its Quality Assurance Program to insure that this product will maintain its high quality standard of materials and reliability in operation.
- C. After the installation of equipment and prior to energizing of the same, several types of tests will be performed by an independent testing company hired by the Owner. Tests included will be:
  1. Functional testing of all equipment.
  2. Functional testing of all control schemes.
  3. Acceptance and commissioning testing of all relays and devices.
  4. Phase angle and magnitude testing of all equipment.

- D. The Supplier shall be available for telephonic consultation as needed during the field testing and commissioning phase as questions or issues arise. If issues/deficiencies are discovered with the control panels during the testing/commissioning phase, the Owner reserves the right to require the Supplier to provide field personnel immediately to resolve the issues/deficiencies.

### 3.02 DELIVERY AND INSTALLATION

- A. The Supplier shall protect the painted surfaces during shipping to preserve the factory-applied finish and provide touch-up paint for any areas that may have become scratched during the shipping, unloading and installation process.
- B. In addition to painted surfaces, the Supplier shall protect any equipment displays, control switch handles, clear glass doors, and/or other instruments from being scratched or damaged.
- C. The equipment will be brought into the substation control building by Others via a standard-door opening approximately 3 feet wide by 7 feet high. The Supplier shall make all necessary arrangements to accommodate this so that the control panels can be moved into the building without any disassembly.

\* \* \* END OF SECTION \* \* \*

# TECHNICAL SPECIFICATIONS

## RELAY TESTING

### PART 1 - GENERAL

#### 1.01 SCOPE:

A. Work under this Section includes testing of the equipment installed in this project or specifically stated herein. Scope of work includes, but is not limited to, the following:

1. Protective relay testing.

B. Work by the Owner:

1. Functional checkout and commissioning.

#### 1.02 PAYMENT:

A. Payment shall be at the Contract unit prices as shown on the Quote Form.

#### 1.03 REFERENCES:

A. American National Standards Institute (ANSI)

B. American Society for Testing and Materials (ASTM)

C. Institute of Electrical and Electronics Engineers (IEEE)

D. InterNational Electrical Testing Association (NETA)

E. National Electric Safety Code

### PART 2 - PRODUCTS

2.01 Supply necessary testing equipment, power, and miscellaneous equipment to complete the testing of equipment installed in this project or specifically stated herein.

### PART 3 - EXECUTION

### 3.01 GENERAL:

- A. Prior to energizing the equipment, several types of tests shall be performed on the equipment noted. The Owner and Engineer reserve the right to witness all tests completed by the Contractor. One week notice shall be given to the Owner and Engineer before completing testing.
- B. Before testing the equipment, the following checks shall be completed on all equipment:
  - 1. Compare equipment nameplate with the drawings and specifications.
  - 2. Inspect the condition of the equipment.
  - 3. Verify proper grounding.

### 3.02 TESTING DOCUMENTATION:

- A. All testing completed shall be documented on a form to be submitted to the Engineer for verification of completed tests and for final review and acceptance. Test report forms shall be submitted within 7 days after completion of each test.
- B. A testing plan and sample test reports shall be submitted to Engineer for approval prior to the start of testing. Use of the testing Contractor's standard forms is expected to be sufficient for this project.
- C. Deficiencies identified by the testing shall be reported to the Engineer immediately. The Contractor may be required to perform additional testing as necessary to determine the cause of the deficiencies. If the deficiencies were a result of defective test equipment or improper testing procedures, the additional testing shall be completed without additional expense to the Owner.

### 3.03 PROTECTIVE RELAY TESTING:

- A. Relay settings furnished by the Owner or Engineer shall be uploaded and tested in accordance with the manufacturer's recommendations, including but not limited to the following tests and checks:
  - 1. AC Inputs:
    - a. Verify accuracy of current/voltage inputs.

- b. Confirm CT and PT ratio settings.
2. Protective Functions:
- a. Test all pickup/time out points for all protective functions enabled within the relay. This includes but not limited to the 21, 50/51, 67, 81, and 87 functions.
3. Logic Functions:
- a. Test the logical pickup/timing sequence for each logical function enabled within the relay. This includes but not limited to the 25, 27/59, 79, and breaker fail functions.
4. Discrete Inputs and Outputs:
- a. Test the functionality of device's discrete inputs and outputs in use. Verify appropriate pickup/dropout thresholds and timing.
- B. The Engineer shall be notified immediately if any relay does not perform as expected.

\* \* \* END OF SECTION \* \* \*

## MATERIAL AGREEMENT

THIS AGREEMENT made as of \_\_\_\_\_, 2016 between \_\_\_\_\_ (hereinafter called the "Supplier"), and the City of Pella, 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, materials in strict accordance with the documents entitled "**Bidding Documents for Furnishing 15 kV Switchgear and 15 kV Switchgear Panel Doors for the City of Pella**".

2. **The Contract Documents:** The Contract Documents shall consist of this written Agreement, Advertisement for Bid, Instructions to Bidders Contained in General and Special Conditions, Addendums issued numbers \_\_, Bid Security, Bid, Insurance Policies and Certificates, Performance Bond, Labor and Material Payment 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 May 20, 2017.

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:** Upon shipment of the complete equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety-five percent (95%) of the contract price of the material.

The Owner shall within thirty (30) days after final completion, field testing, required test reports, record drawings, final documentation and certification by Engineer, pay the Supplier the remaining five percent (5%) of the contract price.

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:

If to Supplier

City of Pella  
825 Broadway  
Pella, IA 50219

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Owner

Supplier

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_



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THE  
**CITY of PELLA**  

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STAFF MEMO TO COUNCIL

ITEM NO: H-4

SUBJECT: Resolution Approving Engineering Services Contract with Fox Engineering Associates, Inc. for a Facility Plan, Antidegradation Alternatives Analysis and Nutrient Reduction Study

DATE: September 20, 2016

BACKGROUND: This resolution approves an engineering services contract in the amount of \$57,000 with Fox Engineering Associates, Inc. As background, the Iowa Department of Natural Resources (IDNR) recently issued the City of Pella a new National Pollutant Discharge Elimination System (NPDES) permit for the City's wastewater treatment plant. The City's previous NPDES permit expired in 2008. It is important to note, the new NPDES permit lowers the discharge limits for ammonia and also requires a nutrient reduction strategy. The proposed contract with Fox Engineering is for the development of a facility plan and a nutrient reduction strategy which are required to address the City's new NPDES permit requirements.

Under the terms of the proposed contract, Fox Engineering, with the assistance of City staff, will prepare a facility plan, perform an antidegradation analysis, and formulate a nutrient reduction plan. If approved by Council, Fox Engineering will begin in September of 2016 and is expected to complete their analysis by August of 2017. Listed below are the proposed engineering fees:

Facility Plan	\$34,500
Antidegradation Alternatives Analysis	7,500
Nutrient Reduction Study	<u>15,000</u>
<b>Total Engineering Services</b>	<b><u>\$57,000</u></b>

Staff believes the above engineering fees are reasonable in relation to the scale of the project. Furthermore, we are also recommending approval of this contract.

ATTACHMENTS: Resolution, Engineering Agreement

REPORT PREPARED BY: Public Works

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5723

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH FOX  
ENGINEERING ASSOCIATES, INC. FOR A FACILITY PLAN,  
ANTIDegradation ALTERNATIVES ANALYSIS AND NUTRIENT  
REDUCTION STUDY

WHEREAS, the City deems it necessary to comply with the Wastewater Treatment Plant's new NPDES permit as issued by IDNR on September 1, 2016.

WHEREAS, Fox Engineering Associates, Inc., was determined to be the best candidate to provide engineering services for the compliance schedule related to the new permit requiring the preparation of a Facility Plan, Antidegradation Alternatives Analysis and Nutrient Reduction Study.

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

Section 1. That the City enter into an Engineering Services Contract for the project known in general as the Facility Plan, Antidegradation Alternatives Analysis and Nutrient Reduction Study for an estimated cost of Fifty Seven Thousand dollars (\$57,000).

Section 3. This resolution also gives the Mayor and City Clerk authorization to execute said contract and also gives Public Works Director Denny Buyert authority to sign and issue a Notice to Proceed.

PASSED and ADOPTED this 20<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk



## AGREEMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

September 13, 2016

Denny Buyert  
Public Works Director  
City of Pella  
100 Truman Road  
Pella, IA 50219

RE: Proposal/Agreement for Engineering Services  
FOX File No. 2377-16D

Dear Mr. Buyert:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for engineering services related to the City's recently issued NPDES Permit. In response to your request, we are pleased to submit this proposal/agreement for your consideration.

FOX Engineering Associates, Inc. proposes to provide professional engineering services associated with the preparation of a facility plans for ammonia compliance, E. coli compliance, dissolved oxygen compliance, the Nutrient Reduction Strategy, and long term (eg. 20-year) facility planning for the City's wastewater treatment facility referred to here as the Project.

### Scope of Services

The scope of our services and work plan are as follows:

1. Information collection:
  - a. Schedule and participate in a workshop with the OWNER (Administration and WWTP Staff) to identify and address significant issues with the wastewater plant.
  - b. Historical data, generally the Monthly Operating Reports (MORs), rainfall data, and instantaneous flow charts, will be reviewed and analyzed to compare plant performance to permit requirements and to establish current design flows and loads.
2. Flows and Loads memo: Develop future design flows and loadings based on existing values and allowances allocated for anticipated growth. This will be submitted to IDNR for their review and comment.
3. Project Initiation Conference: After the design flows and loadings are developed, ENGINEER will attend the required Project Initiation Conference with IDNR. The purpose of the meeting is to identify the anticipated project scope and design assumptions so that any disagreements can be dealt with before a detailed evaluation of alternatives is completed. Alternatives that are expected to be included in the Facility Plan evaluation will also be discussed.
4. Alternative Development and Evaluation:
  - a. Project Workshop: Attend a project workshop meeting with OWNER Staff to discuss the study, alternatives to consider, and projected growth. Workshop to include a site visit for the purpose of

- 
- performing a review of the wastewater facilities and the current operating procedures. Will also include structural, electrical, and process engineering.
- b. Treatment Plant Evaluation: Prepare unit process descriptions and evaluations to reflect current conditions of the plant. Determine the hydraulic and loading capacities of the treatment plant based on current effluent limitations. The evaluation will also summarize nutrient removal performance of the existing plant for the Nutrient Feasibility Study.
  - c. Develop conceptual, planning-level schematics and layouts for report illustrations.
  - d. Develop Treatment Alternatives: Longer term improvements will consider options for implementing nutrient removal, disinfection performance, NH<sub>3</sub> removal, DO, and addressing aging treatment units. Conceptual opinions of probable costs will be included.
  - e. Part of the analysis will be to evaluate the impact of operational changes proposed by the Nutrient Feasibility Study on other treatment processes in the plant and the resultant opinion of probable costs associated with any proposed changes. This will also include an evaluation of potential practical new or additional treatment technologies that would be expected to result in significant reductions in the amounts of ammonia nitrogen, total nitrogen, and phosphorus in the plant's effluent, along with improved DO and improved performance of UV disinfection systems.
  - f. Plant and alternative evaluations will use the modeling software Biowin and "textbook" values for estimating the sizing and performance of alternatives.
  - g. The evaluation will include capital and life-cycle costs, operational issues and financing options (The opinion of probable cost will be conceptual and approximate in nature intended for use in comparing the options. To the extent practical, opinions of probable costs will be prepared using published cost estimating data, preliminary estimates from equipment and chemical suppliers, and information from our own project files).
  - h. Evaluate options based on monetary and non-monetary considerations, including factors such as: reliability, feasibility, safety, ease of operation, space constraints, implementation issues, and other consideration deemed appropriate during the study.
5. Preliminary Facility Plan and Nutrient Reduction Strategy: The preliminary findings will be summarized in the Preliminary Facility Plan, which will be submitted to the OWNER for review and comment. FOX Engineering will then meet with OWNER's Staff to present and review the findings of the report, address any questions and discuss any changes that may be requested. A separate Nutrient Reduction Strategy report will be concurrently developed that will have a narrower focus to comply with the requirements of the Strategy.
  6. Final Facility Plan: Comments received during the review of the Preliminary Facility Plan would be incorporated in a Final Facility Plan, and copies will be delivered to the OWNER for distribution. FOX Engineering will meet with the OWNER to present and review the findings of the report and address any questions. When approved by the OWNER, the Final Plan would be submitted to IDNR for their review along with the Nutrient Reduction Strategy report.
  7. Antidegradation Alternatives Analysis: One of the goals of this project may be to increase the IDNR's official loading capacity for the treatment plant. It is anticipated that IDNR will require that the new Antidegradation process be followed for this change to be made. An Antidegradation Alternatives Analysis must be approved prior to IDNR review of the Facility Plan. The Scope includes preparation of the Anti-Degradation Alternatives Analysis associated with this requirement.

- a. A Draft Antidegradation Alternatives Analysis will be prepared and distributed for a 30-day Public Comment Period. Verbiage for the Notice will be provided to the OWNER. It will be the OWNER's responsibility to have the Notice published in a local newspaper and post it in a public location (e.g. the library). Any comments from the public will be collected and compiled by the OWNER and forwarded to FOX Engineering.
- b. Any comments received will be addressed and incorporated into the report and a Final Antidegradation Alternatives Analysis prepared. This report will be submitted to IDNR with the Facility Plan.

This scope of Scope Services does not include the following items, but these items may be added as Additional Services:

1. Should any sampling or testing of raw or treated wastewater, soil borings or other special testing services be required for completion of the study, FOX will recommend those to the Owner. The costs of such sampling and testing are beyond the scope of this study and will be the City's responsibility.
2. Pilot testing.
3. Flow monitoring or detailed investigations of the collection system, such as review of televising records or development of an I&I reduction plan.

#### Fees and Schedule

We will be able to start work on the Project within 30 days of our receipt of a signed agreement from you. The anticipated schedule for this project is summarized below and is based on the assumption that a signed Agreement will be received in September 2016:

Data/Document Review	September 2016
Project Workshop	October 2016
Flows/Loads Memo	November 2016
Project Initiation Conference w/IDNR	November 2016
Preliminary Facility Plan Complete	March 2017
Draft Antidegradation Alternatives Analysis	May 2017
Nutrient Data Analysis	May 2017
Final Antidegradation Alternatives Analysis	June 2017
Preliminary Nutrient Feasibility Study	June 2017
Final Facility Plan Complete	July 2017
Submit Facility Plan and Nutrient Feasibility to IDNR	August 2017

Our fees for the Project will be as follows:

Facility Plan -	\$34,500.00 (lump sum)
Antidegradation Alternatives Analysis -	\$7,500.00 (lump sum)
Nutrient Feasibility Study -	\$15,000.00 (lump sum)

These fees include all personnel time and normal expenses directly related to the project, such as travel, communications, and graphic production. The fees anticipate four trips to Pella for workshops and presentation to council.

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If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

Special Notes

1. If you have special contact or communication requirements, you will need to advise us accordingly.
2. You will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. Detailed surveys or measurements will not be made as part of this study. Available space and routing will be estimated using the existing wastewater plant drawings and publically available aerial and topographic information.

This Agreement and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Pella, Iowa, and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,  
FOX Engineering Associates, Inc.

Lance Aldrich, P.E.  
Principal

Attachment: General Terms and Conditions (2 pages)

Accepted this \_\_ day of \_\_\_\_\_, 2016,

For: \_\_\_\_\_

By authorized contracting official:  
(signature)

(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

## GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated September 13, 2016, between City of Pella, Iowa (CLIENT) and FOX Engineering Associates, Inc. (CONSULTANT) in respect of the work described as therein.

### 1.0 CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the project; designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the project; examine and respond promptly to CONSULTANT'S submissions; and give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work.

1.2 CLIENT shall also do the following and pay all costs incident thereto:

- a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.
- b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.
- c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.
- d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

### 2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

**3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall

retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

### 4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

### 5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefor, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

### 6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

## 7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

## 8.0 ALLOCATION OF RISKS

**8.1. INDEMNIFICATION.** CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

**8.2 LIMITATION OF LIABILITY.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of \$10,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## 9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S

employees, officers, or directors.

## 10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

## 11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

## 12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

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*End of General Terms and Conditions*



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

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ITEM NO: I-1

SUBJECT: Rezoning for Pella Regional Health Center

DATE: September 20, 2016 (2<sup>nd</sup> Reading)

**BACKGROUND:**

Pella Regional Health Center (PRHC) is requesting to rezone three properties located in the 500 block of Monroe Street from R1B Single Family Residential to INS Institutional District. The purpose of the rezoning request is to support a proposed 12,095 square foot parking lot adjacent to PRHC. It is staff's understanding the properties for this proposed rezoning will be used for additional parking for PRHC. The parcels are identified as: 1223 Birch Street; 505 Monroe Street and 507 Monroe Street.

**Zoning**

The current zoning for these properties is R1B Single Family Residential. This district is intended to provide locations for moderate density residential areas for single-family use with supporting and appropriate community facilities. Its regulations are intended to minimize traffic congestion and to assure that density is consistent with the carrying capacity of infrastructure.

The requested zoning classification for these properties is Institutional District (INS). This district accommodates a variety of Institutional uses such as college campus environments, schools, churches, hospitals, medical campus and elder care facilities. The district is designed to provide appropriate space regulations and assure that facilities are served with adequate parking facilities.

Staff does not believe there are any spot zoning concerns associated with this request as these properties are adjacent and in close proximity to an existing institutional use.

**Comprehensive Plan**

The Comprehensive Plan, Future Land Use Map, targets the proposed properties for Medical and Assisted uses. Furthermore, the Land Use Compatibility Matrix of the Comprehensive Plan suggests compatibility between Institutional Uses and Low Density Residential Uses. Therefore, staff believes this request is consistent with the City's Comprehensive Plan.

**Summary**

Staff is recommending approval of this zoning request. The proposed ordinance would amend the boundaries of the INS District to include three parcels of land owned by Pella Regional Health Care (1223 Birch Street, 505 Monroe Street, and 507 Monroe Street) from R1B Single Family Residential to INS Institutional District. It should be noted, the Planning and Zoning Commission at their August 8, 2016 meeting approved the rezoning on a 7 to 0 vote.

ATTACHMENTS: Ordinance, Map, Citizen Letters

REPORT PREPARED BY: Planning and Zoning

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve ordinance.

ORDINANCE NO. 914

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY AMENDING THE BOUNDARIES OF THE INS DISTRICT TO INCLUDE THE PROPERTY LEGALLY DESCRIBED IN "EXHIBIT A" AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

Be it enacted by the City Council of the City of Pella, Iowa:

SECTION 1. ZONING AMENDMENT. The Zoning Ordinance of the City of Pella, Iowa, is hereby amended by amending the boundaries of the INS District to include parcels of land owned by Pella Regional Healthcare Center described in Exhibit A that is within the zoning jurisdiction of the City of Pella, Iowa, from an "R1B" (Single Family Residential Zoning District) to an "INS" (Institutional Zoning District) for all parcels.

SECTION 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this Ordinance on the Official Zoning Map.

SECTION 3. COMPREHENSIVE PLAN UPDATE. Council hereby instructs staff to proceed with a resolution that updates the Future Land Use Map of the Comprehensive Plan to reflect the Institutional Zoning of the applicable properties, if appropriate.

SECTION 4. REPEALER. All ordinances or parts 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 from and after its final passage, approval and publication as provided by law.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk

## Exhibit A

Legal Description:

Lot 12, Lot 11, Lot 10, and the west ½ of vacated Birch Street, Monroe Addition, City of Pella, Marion County, Iowa.



Petition No.

160907

Name: Entered into the Record—Citizens Regarding Pella Regional  
Rezoning on Monroe Street

Date: September 6, 2016

Comment: PRHC—rezoning for parking lot

**From:** Mansueto, Jim [mailto:MansuetoJJ@pella.com]

**Sent:** Monday, September 05, 2016 7:44 AM

**To:** Mike Nardini <mnardini@cityofpella.com>; Pella Mayor <mayor@cityofpella.com>; mark@dejonggreenhouses.com; tbokhoven@iowatelecom.net; elsvan@iowatelecom.net; eagleelectric@iowatelecom.net; ljpeterson60@gmail.com; danvb@lisco.com; Cathy Hausteinc <hausteinc@central.edu>; Landon, David <dlandon@vermeer.com>; cagan@co.marion.ia.us; jgchome@jcl1.com; robinpfa@msn.com; vandermolten@mahaskacounty.org; gvv1301@gmail.com; midtowntireco@lisco.com; avisser@windstream.net; terivos@vermeer.com

**Subject:** PRHC Master Plan

Dear P&Z and City Council Members,

Pella Regional Hospital has not implemented any common urban or pedestrian-friendly principles for its expansion plans within the residential neighborhoods it sits. I have provided the hospital information and offered to discuss simple, common planning techniques that could be incorporated into their plans. Implementing these practical principles would allow their plans to proceed **and** be embraced by the neighbors by actually *improving* the area. (See attachments and email below). Suggestions include:

- Positioning parking lots behind buildings
- Adjusting the mass of buildings to residentially-sized components
- Incorporating adequate green space and screening.

To date, I have not received any replies from the hospital.

For the following reasons, I urge P&Z and the City Council to delay any zoning changes requested by the hospital until they have worked with the neighbors to develop mutually-agreeable plans:

- 1.) The hospital seems intent to reduce the value and desirability of the neighboring residential properties.
- 2.) The hospital has shown a pattern of then buying the distressed surrounding properties, removing the structures, and then requesting zoning changes.
- 3.) In addition, the requested rezoning of the land at the corner of Jefferson and Hazel seems to be a violation of City and State Codes. The hospital plans to resell this land to a for-profit medical corporation. The function of this corporation and its operation do not fall within definitions of a supporting institutional facility. **It is an independent medical clinic that can be located in any already approved commercial zone within the community.**
- 4.) The Pella Zoning ordinances have not been updated based upon the most recent Comprehensive Plan issued in August, 2014. No zoning changes should be made until the ordinances are updated per the expressed desires of the community as outlined in the Comprehensive Plan.

Due to business travel, I am not able to attend the P&Z meeting on Wednesday, September 8. I hope this letter allows my voice to be heard.

**Jim Mansueto**  
1304 Min St  
Pella, IA 50219

## Ronda Brown

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**From:** Mike Nardini  
**Sent:** Tuesday, September 06, 2016 7:28 AM  
**To:** Ronda Brown; Mike Brown; Denny Buyert  
**Subject:** FW: PRHC Master Paln  
**Attachments:** 20160829093202948.tif; For One Hospital.pdf; City-of-Powell-Pedestrian-Scale-Design-Guidelines-11.04.09.pdf

FYI, see e-mail below.

Mike

Mike Nardini  
City Administrator  
City of Pella  
825 Broadway  
Pella, Iowa 50219  
Phone (641) 628-4173  
Fax (641) 628-3120

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**From:** Mansueto, Jim [mailto:MansuetoJJ@pella.com]  
**Sent:** Monday, September 05, 2016 7:44 AM  
**To:** Mike Nardini <mnardini@cityofpella.com>; Pella Mayor <mayor@cityofpella.com>; mark@dejonggreenhouses.com; tbokhoven@iowatelecom.net; elsvan@iowatelecom.net; eagleelectric@iowatelecom.net; ljpeterson60@gmail.com; danvb@lisco.com; Cathy Hausteinc <hausteinc@central.edu>; Landon, David <dlandon@vermeer.com>; cagan@co.marion.ia.us; jgchome@jcl1.com; robinpfa@msn.com; vandermolten@mahaskacounty.org; gvv1301@gmail.com; midtowntireco@lisco.com; avisser@windstream.net; terivos@vermeer.com  
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Due to business travel, I am not able to attend the P&Z meeting on Wednesday, September 8. I hope this letter allows my voice to be heard.

**Jim Mansueto**  
1304 Min St  
Pella, IA 50219

Dear Mr. Kroese, PRHC Board of Trustees, and Shive Hattery Executives,

After seeing the PRHC Master Plan (attached), my **first** reaction was **"Oh my, they have got to be kidding."** I was astounded at the plans lack of basic urban planning guidelines and principles. Large buildings surrounded by parking lots with no adequately-designed green space is not the way institutions should be building their facilities today – especially when sited within residential neighborhoods.

Given the current PRHC rezoning requests in front of the city council, my **second** reaction was to rally the neighbors and fight the proposed requests. However, I sincerely feel there is a better way – **to work together.**

I came across two interesting articles that I have shared with the Pella P&Z Chair, City Administrator, and PRHC Facilities Manager, Mr. Jim Corbett. They are both attached. **For One Hospital** outlines a similar situation encountered by Seattle Children's Hospital (SCH). With a little communication and input from nearby residents, SCH was able to avoid an adversarial atmosphere and create an environment where residents actually embraced the hospitals growth plans. Their plans actually **improve** the neighborhood.

The second article features some **Pedestrian-friendly Guidelines from the City of Powell, Ohio.** Powell is a town of 12,000 people that received Ohio Magazine's Best Hometown Award in both 2015 and 2016. With some relatively easy and low cost changes, it seems many objections could go away. Some things to consider:

- Reduce mass of buildings to residentially-sized components
- Locate parking lots behind buildings
- Develop strategic green space and screens.

I have contacted Mr. Corbett several times to discuss these considerations and have not heard a response. Listed below are the PRHC Values. By these principles you are called upon to be a good cooperate citizen and member of the community. I strongly encourage you to speak to the neighbors and hear their concerns. I think you'd be surprised at how we could all benefit by a little communication.

I look forward to an opportunity to discuss this matter soon.

Sincerely,  
**JIM MANSUETO**  
1304 Main St  
Pella, IA 50219

# Values

Compassion—Reaching out with openness, kindness and concern.

Reverence for Life—Showing honor and respect for each person, and maintaining confidentiality, privacy and respect for the life values of others.

Integrity—Maintaining the highest standards of behavior, encompassing honesty, ethics and doing the right thing for the right reasons.

Stewardship—Using Pella Regional Health Center's assets and financial resources responsibly.

Teamwork—Having an abiding respect for others and sustaining commitment to work together as individuals or a community.

Excellence—Committing to providing the best service with compassion.



# **Pedestrian Scale Design Guidelines Manual**

## **Powell, Ohio**

**meyers+associates**  
ARCHITECTURE

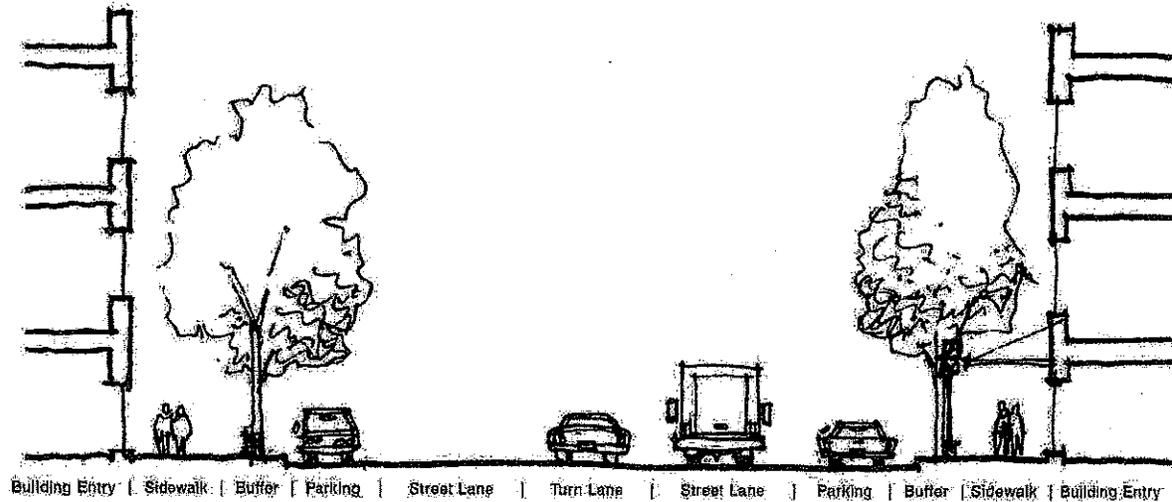
**Adopted by Ordinance 2009-27; November 4, 2009**

# Pedestrian Friendly

An area or neighborhood designed to encourage and support pedestrian traffic.

**Pedestrian:** A person traveling on foot; a walker

**Friendly:** 1. favorably disposed; inclined to approve, help, or support 2. easy to understand or use;



Successful Pedestrian-Friendly Streetscape



Successful Pedestrian-Friendly Streetscape

**Pedestrian Friendly Zones:** Pedestrian friendly zones are defined primarily by three things:

1. The destinations in the pedestrian friendly area must be within walking distance from residences or vehicular collection points. Essentially, the pedestrian must be able to arrive in the area, and be on foot.

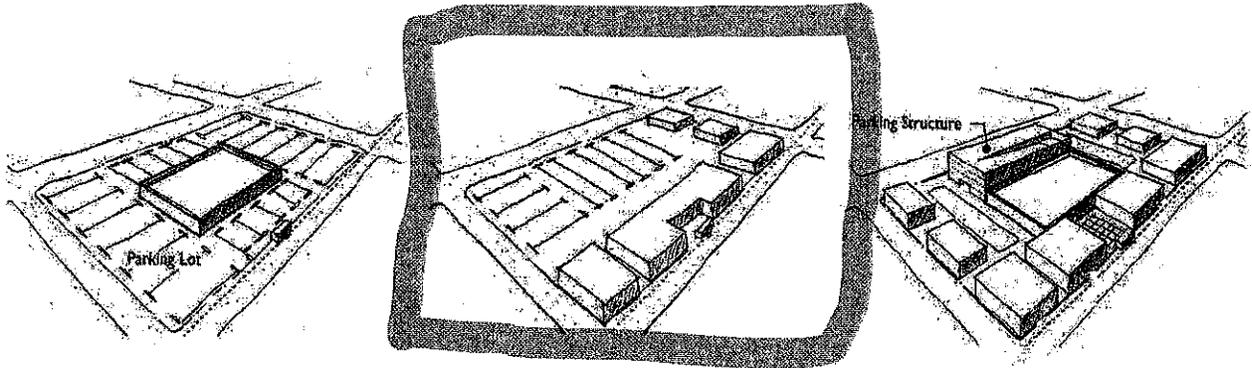
2. The combination of routes and destinations throughout the area must be safe and supportive (friendly) to pedestrians. The pedestrian must feel comfortable walking from one place to the next and then ultimately back to where they entered the area.

3. The area should be attractive to pedestrians. Once they have arrived and are presented with the functional requirements of safe and manageable walkable space, the remaining features are needed to encourage the pedestrian to actually walk.

Pedestrian-Friendly Design: The above requirements can be achieved through good design that carefully considers basic architectural concepts like site planning, circulation, massing, proportion, etc. The following pages discuss these ideas in greater detail.

# Site Planning

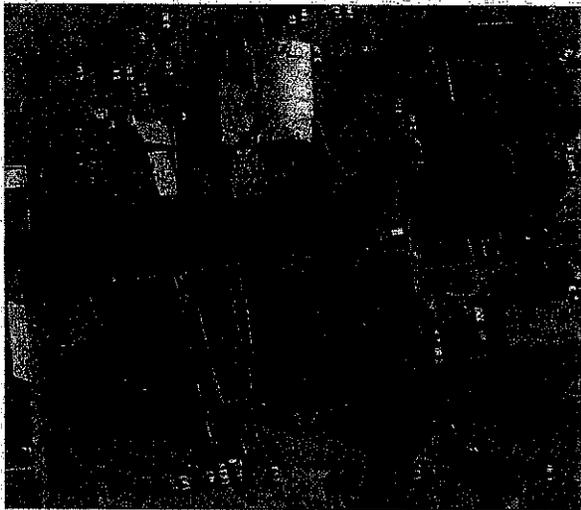
The organizational stage of the design process that involves an analysis of composition and placement of a building within its surrounding environment.



Above: Planning diagrams of the same site: left depicting vehicular based planning, middle showing a pedestrian friendly approach. Diagrams by P. Calthorpe. *The Next American Metropolis.*



Site planning with parking in front of building.



Site planning with main parking behind the buildings.

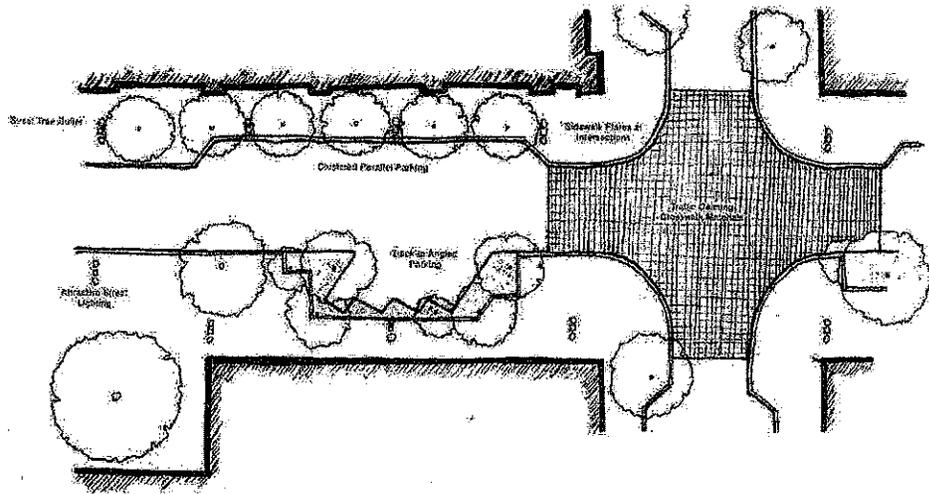
**Site Planning and Context:** A building should participate with the language of its environment. More importantly, successful pedestrian friendly buildings should maintain strong contextual elements in order to contribute to the "sense of place" of a particular city, region, or area. By continuing the quality and the character of its surroundings, the building facilitates the continuity of the vernacular style.

**Site Planning and Connectivity:** Good vehicular, bicycle, and pedestrian circulation ensures connectivity to and from the building, while accommodating successful links of the entire urban fabric. Sidewalks, walkways, intersections, crosswalks, signage, landscaping, and lighting should be considered from an master site planning scale in order to fully understand the building's impact on the surrounding area. Discontinued sidewalks and bike paths are just as pedestrian un-friendly as not having any of these amenities.

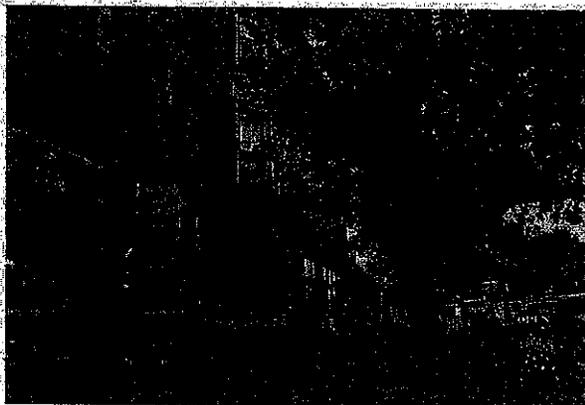
**Site Planning and Parking:** The placement of parking says a lot about a building's pedestrian friendly nature, as evident in the two diagrams above. A building engaged with the street edge and its environment is important for pedestrian accessibility, whereas a building surrounded by a parking lot is isolated and unapproachable.

# Circulation

The path of movement conceived as the perceptual thread that links the spaces of a building, or any series of interior or exterior spaces together. A vehicle requires a path with smooth contours that reflect its turning radius; however, the width of the path can be tailored tightly to its dimensions. Pedestrians can tolerate abrupt changes in direction, but require a greater volume of space relative to their bodily



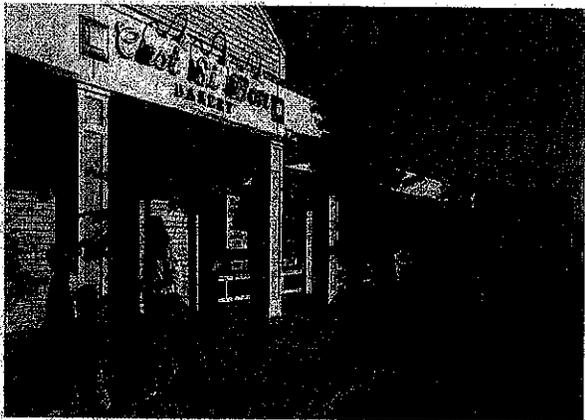
This sample block plan demonstrates successful integration of vehicular and pedestrian circulation routes.



Pedestrians Buffered from Vehicles.

**Circulation and Sidewalks:** As the primary means of pedestrian circulation, sidewalks are an important part of pedestrian friendly design. Sidewalks should be continuous from block to block and neighborhood to neighborhood. They should provide a clear and direct route and be wide enough to comfortably accommodate expected traffic levels and the street furniture that enhance pedestrian oriented areas.

**Circulation and Intersections:** Pedestrian friendly intersections should have a turning radius of 5 to 10 feet. A tighter radius makes turning vehicles more aware of pedestrians than large sweeping turns where cars barely need to slow down. Narrow turns also reduce the distance of street that the pedestrian must cross.



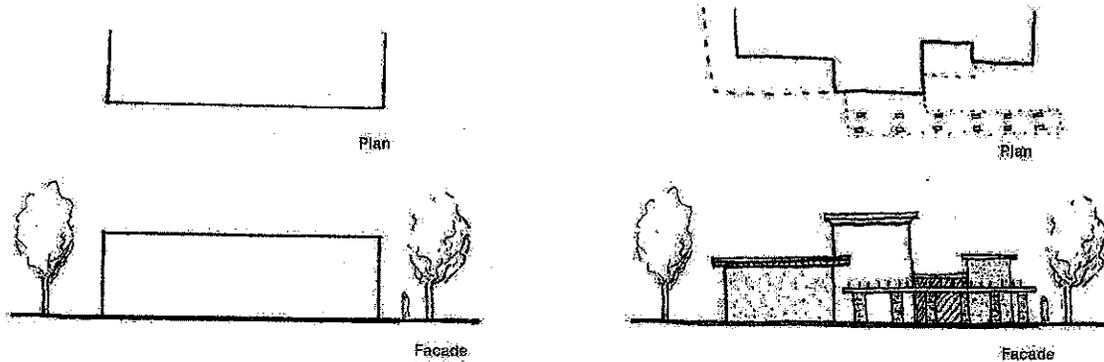
Sidewalk Flared at Intersection

**Circulation and Crosswalks:** All crosswalks should be well marked and well lit. Crosswalk markings vary and can include crosswalk signs, unique paving, raised plateaus, sidewalks that flare into the parking lane, and simple street marking lines.

**Circulation and Parks:** Pedestrian circulation paths should be buffered from vehicular circulation by setting lanes, street trees, bollards, street furniture, and street lights. Not all of these elements are required at all times but the goal is that an actual form barrier exist and not simply a narrow strip of grass.

# Massing

The three-dimensional volume of a building, with an understanding of its overall impression of weight, density, and bulk.



These diagrams illustrating massing are based on a vertical scale, with the maximum based on a pedestrian scale height.



Monolithic Target.



Pedestrian Scaled Target.

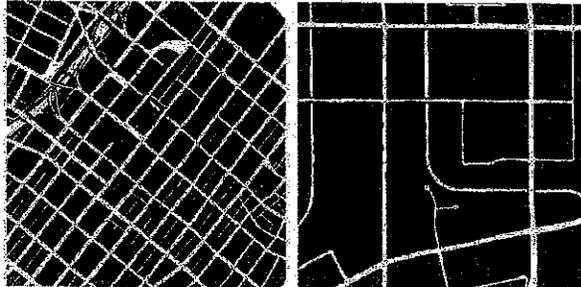
Massing and the Human Scale: Pedestrian oriented massing should reflect the human scale within its overall composition. The interplay of solid and void can be used to help break down the general volume of the building and relate it back to human proportion and scale. Additionally, window size and placement can help facilitate the scalar difference from the overall building massing and the pedestrian.

Massing and the Ground Level: Irregularities in the design of a facade are important to break down massing, especially on the ground level where a pedestrian interacts with the building. Composition pertaining to columns, doorways, arches, awnings, niches, corners, covered walkways, and other details is as important as the overall building itself. These items provide a varied visual stimulus and further break down the building's massing to keep the pedestrian engaged within his / her surroundings.

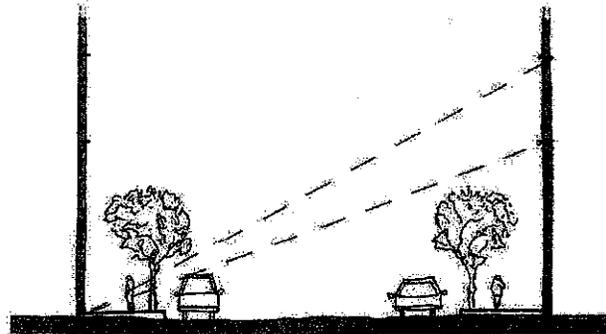
Massing and Density: The semblance of density can also be achieved by a building's massing, as evident in the above right diagram. A strong street edge is successful to a pedestrian friendly environment, therefore massing that breaks down the composition into a smaller, denser series of volumes should be considered.

# Proportion

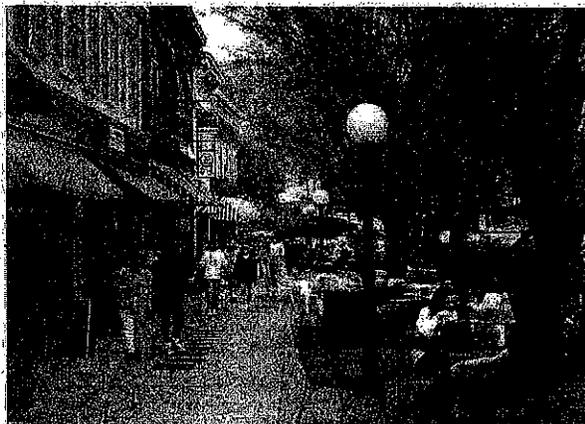
The proper or harmonious relation of one part to another or to the whole with respect to spatial quality. Proportional theories have been prevalent throughout architectural history, and remain a guiding force in design. Renaissance architect Alberti called beauty, "the harmony of all parts in relation to one another" and thus analogous to proportion.



A figure ground study of downtown Los Angeles (left) and Irvine, California (right) shows how the proportions of city blocks affect walkability.



A street section showing common street width to building height ratios that create visual enclosure.



Visual Enclosure.

**Proportion and Block Length:** New developments should utilize short to medium length blocks. A higher proportion of intersections along a roadway creates more opportunities for pedestrians to cross streets, slows traffic, and provides more relief to the pedestrian than long uninterrupted blocks. Blocks 300 to 500 feet are good for pedestrians. Blocks over 600 feet should not be considered pedestrian oriented.

**Proportion and Street Corners Buildings:** The ratio of building height to street width is important for creating visual enclosure for pedestrians. Visual enclosure occurs when bordering buildings on a street occupy most of a pedestrian's cone of vision. Successful visual enclosure creates an "outdoor room" that the pedestrian occupies.



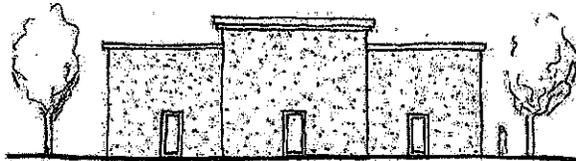
Pedestrian-Friendly Signage.

**Proportion and Facade Design:** The proportion of various architectural elements also has an effect on the pedestrian. The dimensions of windows, doorways, awnings, and balconies are most accommodating when they are not overwhelming in size. Formidable elements are difficult for the pedestrian to interact with while human scaled elements are comfortable and relatable.

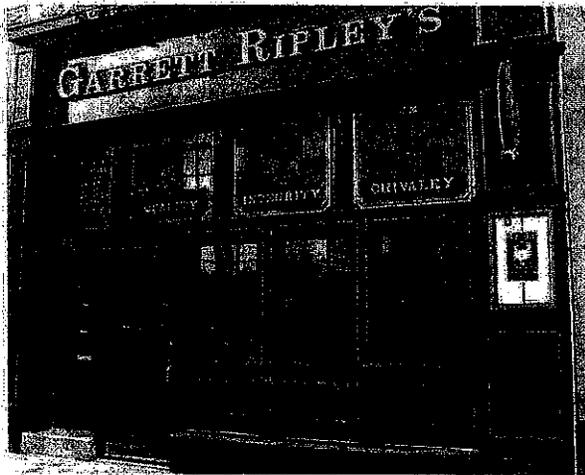
**Proportion and Signage:** Signage should be designed with consideration of street width, traffic speed and land use. For a pedestrian oriented area, signs should be mounted at a comfortable height and be clear and legible from the close range at which a pedestrian encounters the sign.

# Materiality

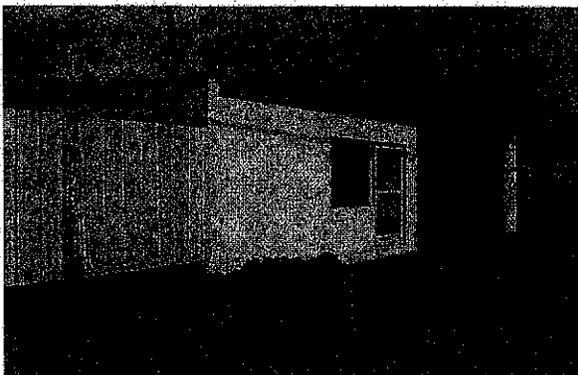
The concept of, or applied use of, various materials or substances in the medium of building.



Varied material qualities as contrast in the same building



Proportion and modularity based on materiality.



Uniformly material building facade.

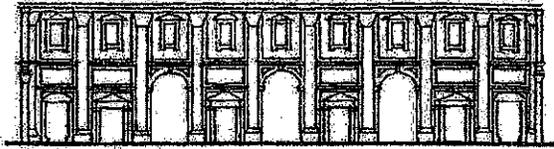
**Materiality and the Pedestrian:** Materiality gives a pedestrian tactile experience of the building's façade and streetscape. Weight and scale are perceived differently due to light and sound absorption, therefore, texture and color affect the overall perception of the building's façade. Materiality also adds depth to of how a building is perceived: from afar through a visual understanding of form and color, and from closer inspection through texture and grain.

**Materiality and External Elements:** Humans are corporal creatures, relying on all of their senses to experience the world. Material differentiation can also be introduced through signage, landscaping, lamp posts, fencing, pavers, benches, planters, sculpture, café tables, chairs, art work, and other similar items. These external elements add to the ground floor design of a building allowing the pedestrian to relate to the building through its environment.

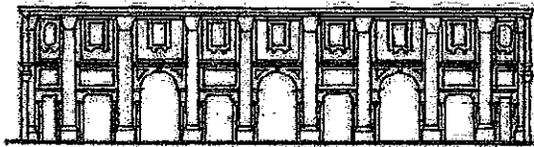
**Materiality and Modularity:** Modularities in window sizes, door sizes, brick and block dimensions, and other sheathing materials should be in direct proportion to the human scale. Likewise, material proportion should relate to the overall proportion of the building, creating a harmony of parts to the whole.

# Rhythm

Movement characterized by a patterned repetition or alternation of formal elements or motifs in the same or a modified form. (E. Ching)



a . b . a . b . a . b . a . b . a .  
 a . b . a . b . a . b . a . b . a .  
**A . B . C . B . C . B . C . B . A**



a . b . b . b . b . b . b . b . a .  
 a . a . b . a . b . a . b . a . a .  
**A . B . C . B . C . B . C . B . A**

Above: Rhythm diagrams depicting repetitive moments in a building's facade.  
 Diagrams by E. Ching, *Architecture: Form, Space, and Order*.



Non-rhythmic facade.



Rhythmic facade based on the repetition of a modified form.

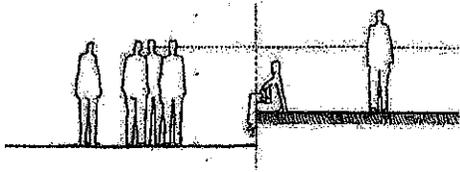
**Rhythm and Repetition:** Most buildings incorporate elements that are repetitive by nature. Beams and columns create modules of space that are perceived as rhythmic. Likewise, repetitive elements on the exterior of a building, such as window and door spacing, create rhythmic components that are easily read by a pedestrian. Rhythmic pattern alludes to continuity and is vital for pedestrian life.

**Vertical vs. Horizontal Rhythm:** Most pedestrian friendly buildings incorporate vertical elements or rhythms along the ground floor of the facade. Horizontal rhythms tend to represent a long expanse, leaving the pedestrian feeling overwhelmed with large distance to travel. A better perspective for eye-level is short and staccato vertical elements, such as columns or window framing, that move the pedestrian from "column to column" and keep them engaged with the building's rhythm.

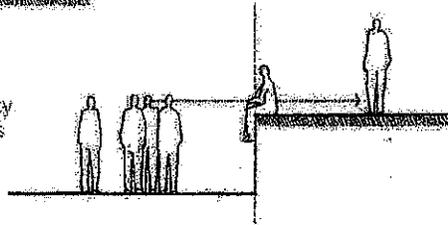
**Rhythm and Context:** Rhythm should also extend to the overall building block or street edge. Continuity of rhythm from one building facade to the next can be done using similar proportionate and scalar elements, such as window and door placement and sizes, or the continuation of an architectural detail, such as a cornice or roof edge.

# Transparency

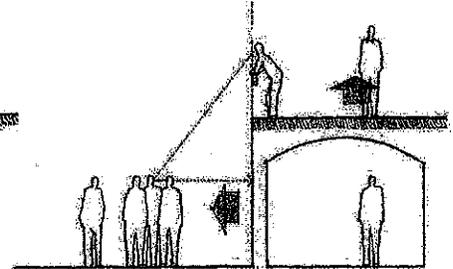
The degree of enclosure and openness from one space to the next, implying a visual connectivity and/or an interchange of flow of space.



Above: Visual and spatial continuity is maintained, and physical access can easily be accommodated.

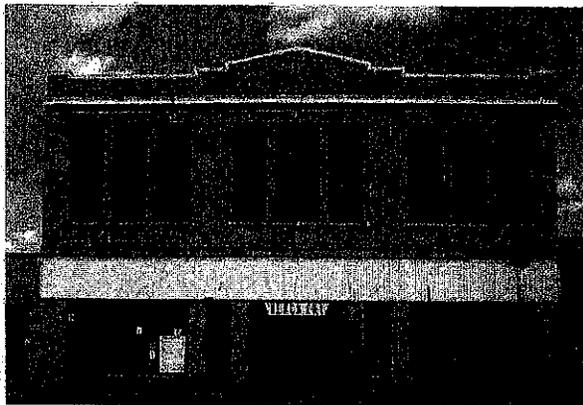


Visual and spatial continuity is maintained, no direct physical access accommodated.



Visual and spatial continuity is disrupted, no connection to the building from ground level.

Diagrams by F. Ching, *Architecture: Form, Space and Order*.



No visual continuity into the building.



Complete visual transparency from inside to the street.

**Transparency and the Ground Floor:** The ground floor façade should be the single most activated interface between city and building. Open and welcoming buildings bring with them a sense of security and accessibility that are important qualities for successful pedestrian life. Views into and out of a building visually connects the building with the pedestrian and the surrounding environment.

**Transparency and Exterior Enclosures:** Transparency into a building can be generated in a number of ways. Large doors and windows maintain visual connectivity, while openings within the building's overall mass, such as entry courts, create pockets of exterior space that open the building up even further. This visual and physical continuity extends the building's program to its environment and generates a sense of an exterior enclosure or "outdoor room."

**Transparency and Programming:** Pedestrian friendly buildings use programmatic elements to engage with the outdoors. Successful ground floor program includes, but is not limited to, cafés, restaurants, shops, farmers markets, and other socially driven program. Outdoor seating brings program out of the building leading to an even greater sense of exterior enclosure, and blurs the boundary of where the street begins and the building ends.

# Detail

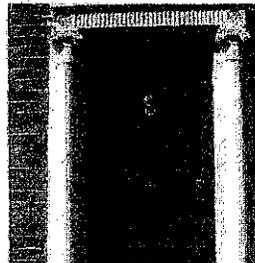
A small elaborated element of a work of art, craft, or design. "Details are much more than subordinate elements; they can be regarded as the minimal units of signification in the architectural production of meanings." –Marco Frascari



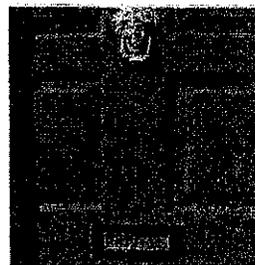
1. The majority of the facade is visible and seen as a whole. Materials are seen primarily as a color field.



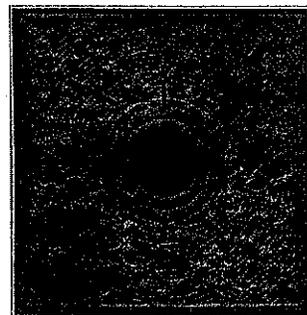
2. The facade is seen only in fragments. Individual elements are clearer and materials are more clearly expressed.



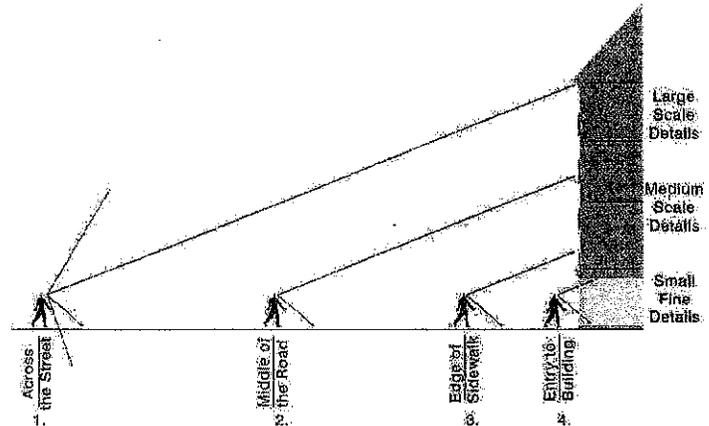
3. Only a small area of the facade is visible. The joints in materials are visible and details are easily read.



4. Only an individual element is visible. The smallest details are clear and materials are now tactile as well as visual.



Detailed Tree Grate



A pedestrian's view of a building is greatly reduced as they move closer to the building, but the ability to perceive detail is increased.

**Detail and Architecture:** Buildings in pedestrian oriented areas are experienced more intimately than buildings in higher speed car oriented areas. At close range and low speed, the pedestrian has time to admire rich textures, fine materials and subtle variations in design. This experience can also extend into the building through the transparency of the entry and display windows along the elevation. Pedestrian friendly buildings should provide these kinds of details for by passers.

**Detail and Street Furniture:** As an important part of walkable neighborhoods, the design of street furniture should also enrich the pedestrian experience. Decorative lamp posts, bollards, tree grates, benches, bike racks, and even parking meters add interest and approachability in pedestrian zones. Many of these items are necessary for legal, maintenance, or safety reasons so it requires only a little extra effort to detail them so that they become an asset as well as a requirement.

**Detail and Public Art:** Public art can both enhance the pedestrian experience, and create a uniqueness of place that adds distinction to an area. Unique works of art add to the individuality of the neighborhood, square or town where they are located. Art can also play an important role in reinforcing physical and visual connections between a place and its surroundings.

## For One Hospital, Investing in Livable Streets Is Good Business and Good Health

To say 39th Avenue NE was nondescript is romanticizing the past. Handsome, quiet, livable, yes, but unremarkable too. Unless, of course, you are Paulo Nunes-Ueno, Director of Sustainability and Transportation at Seattle Children's Hospital, who saw the street's unbounded potential.

39th Avenue NE was the street he was looking for: an under-valued ribbon of asphalt that connects important neighborhood destinations—elementary schools, middle schools, restaurants, grocery stores, banks and churches, parks and libraries—all on a low-volume street. Best of all, the street ended at the Puget Sound region's bicycling backbone: the Burke-Gilman Trail. It was a street rife with potential, ready to morph from a typical residential street into one of the Seattle's first neighborhood greenways.

The story behind it, and Seattle Children's Hospital's other community projects, is an important case study for how health care organizations are intervening in the built environment. It offers a powerful, replicable model for healthcare organizations to directly affect public health by intervening in the built environment and mitigate development in a positive way for their communities.

### **Born of a Shapeless Roving Anxiety**

The story of 39th Avenue NE's transformation begins in 2006. Seattle Children's Hospital, which is ranked as one of the top 10 pediatric hospitals in the country, decided to embark on a long-range master planning process to understand how its facility needs would grow in the coming decades.

This was a change from how they had done expansion planning. Rather than numerous, consecutive, medium-sized projects, this effort necessarily yielded a larger, more comprehensive look at the hospital's campus needs to keep pace with the growing demands and scope of pediatric healthcare. What they found was that the growth "was stark in terms of the size and number of trips that it was going to generate," remembers Nunes-Ueno.

Upon sharing these initial findings, the hospital noticed a "shapeless roving anxiety" developing in the community about the hospital's expansion plans. This is the point in most stories where collaboration ends and a distrustful, adversarial relationship begins.

But something remarkable happened instead. Rather than hunker down, the hospital undertook a strategy of active, engaged listening. And by listening, they learned something profound. "It's not," according to Nunes-Ueno, "that the community didn't want the neighborhood to change, it's that they wanted it to get better." The hospital was ready to be the change agent to make improvements happen.

From the hospital's culture of triple-bottom line thinking ("we want to be good neighbors, we want to be good stewards of the environment—and that includes health—and we also want to be prudent with our dollars," says Nunes-Ueno), they began to work with the community to consider new possibilities.

Eventually, Nunes-Ueno asked, "what if [the hospital] created a fund specifically devoted toward making it safer and more attractive, more fun, easier to understand, for people to get to the places they wanted to get to in their neighborhood by walking, biking or by transit?"

The community was intrigued.

Thus the Livable Streets Initiative was born: a \$4 million investment in the neighborhood to improve the environment, to make it safer, more attractive and easier for people to walk, bike or take transit."

But how to spend those funds? Once again, Children's reached out to the community through a series of design charrettes and conversations. For Sand Point Way, the main arterial running by the hospital, Children's quickly agreed to improve traffic timing and install dynamic message boards. However, understanding how to improve the residential streets presented a different challenge.

The stability that attracts families to residential neighborhoods proved an impediment for the community's collective imagination. What kinds of improvements would have a light enough touch, yet still meet the community's goals? Children's turned to an expert: YouTube.

"To give people a sense of what's possible, we showed some of the videos that came out from StreetFilms. There was that guy who did research a long time ago about livability of streets: Appleyard.

We showed a great video about his work, about the amount of traffic on your street having an impact on the amount of social connections that you have not only on your street but in the world."

"We established three themes: saying let's look for opportunities to connect the parks and schools to the Burke-Gilman Trail on residential streets through the idea of greenways. Let's look for opportunities to create safer crossings of Sand Point Way. Let's improve the connections to the Burke-Gilman Trail. The trail is this amazing thing--a bicycle pedestrian super highway--but the interchanges were never built so it doesn't create as valuable of a system as it could."

"Then we asked folks who came to the charrette, 'If you're thinking about these three themes and where you live and the places you like to go, what are the projects you'd like to see?' We collected all of those projects and put them all on a map and in a database. With the help of the city, we ranked them on a variety of criteria and took the top ten and asked for the city to do project development on each of them."

"This year we are hopefully going to complete seven of these projects," Nunes-Ueno proudly reports. **A Purple Unicorn?**

How replicable is the Children's Livable Streets Initiative for peer institutions? In some ways, says Nunes-Ueno, it is a "purple unicorn." He could make the argument that there were unique circumstances, core values and political contexts that made the project successful in ways that it would not be for other communities.

Then he pauses and reassesses. "When organizations take to heart that they're nestled in a community and that their success needs to happen with the community--not in spite of the community--then these initiatives not only make sense but they become inevitable."

"If you're giving away free parking to your employees because it helps you to avoid a difficult conversation about how people get work and the impact that has on your neighbors, those choices are really masking a faulty business strategy. It seems like an avoidance that [CEOs] wouldn't do in other parts of their business: avoiding having a difficult conversation by making a multi-million dollar investment in a car warehouse."

"I think that the question for other institutions that are having big developments is that the development doesn't happen in a separate sphere than the community they are developing in. Thinking about the impacts of the development on the community will help them in the long run."

### **The Path Ahead**

Children's commitment to healthy, safe transportation has recently taken on new forms. In July, the hospital became the first large donor to the Seattle region's new Puget Sound Bike Share, which hopes to launch next year.

Now Paulo is thinking about how to make Children's a "mobility hub" with all manner of sustainable transportation options. On the horizon is a tighter marriage between the hospital's mission, employee care and transportation.

"We have an employee clinic at the hospital called Vera Whole Health. They do a lot of things one of which is to serve primary care for our employees. But they also have all of this coaching and encouragement for lifestyle change, for nutrition and exercise. My vision is that we'd have a bicycle shop attached to that clinic, and one of the drugs we provide most often is a bicycle."

"That would be awesome."

## PRHC Master Plan Recommendations

- 1.) Locate parking lots behind buildings. Will allow shared usage and less need for concrete.
- 2.) Break up mass of buildings to residentially-scaled components.
- 3.) If Number 2 enacted, position buildings at residential setbacks. (If buildings are sized-appropriately, neighbors would not oppose rezoning of R1 lots. This will increase your land utilization.)
- 4.) *Think residentially* for offices. Create a residential cadence with scale, windows, walkways up to buildings, plantings, etc.
- 5.) Plant a buffer strip at west end of property **now** to create a narrow green oasis between PRHC property and the homes along Main. Go beyond the minimum 6' fence in current code. Instead of a fence consider planting White Pines, evergreens, bushes, and low-maintenance prairie and ornamental grasses for year-round interest and screening.
- 6.) A similar buffer strip should be planned for the homes on Jackson that will have backyards abutting the planned development on the south side of Jefferson.
- 7.) The current sidewalk that extends from Orchard is used quite frequently. Plan for a new pedestrian walkway thru your land that connects to the area near Sunken Gardens (and Lincoln School). Perhaps this could be tied into the buffer zone at the west end of property to create a scenic walkway.
- 8.) Plan for landscaped screens and berms that create pedestrian-friendly sidewalks where parking lots come near the sidewalks. Recommended for existing lots, too. Current landscaping is sparse to non-existent.
- 9.) Provide a bonus for the neighborhood – A small park? A dog park?
- 10.) Address how light spillage/pollution will be handled for all parking lots. This is much easier with today's LED lighting. But also commit to reduced light levels after office hours and after 9 or 10 pm.
- 11.) Consider how entrances and exits into PRHC parking lots should align with existing streets – especially at Orchard, Birch, East 2<sup>nd</sup>, and Houston.
- 12.) As PRHC grows, consider encouraging employees to bike/walk to work. Your central location in Pella should make it relatively easy. If infrastructure is planned accordingly, will promote a healthier lifestyle for your employees and ease the need for acres of employee parking lots.

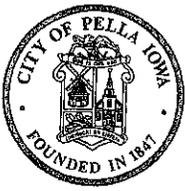
These are my initial thoughts. I have solicited input from the neighbors.

Respectfully Submitted,

**Jim Mansueto**

1304 Main

641 629 6279



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

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ITEM NO: I-2

SUBJECT: Rezoning for Casey's Marketing Company

DATE: September 20, 2016 (2<sup>nd</sup> Reading)

**BACKGROUND:**

This proposed ordinance would change the zoning classification for the property located at 505-513 Main Street and 705 Union Street from Mixed Use Urban Commercial Corridor (CUC) to Planned Unit Development (PUD). As background, Casey's Marketing Company is proposing on this 1.17 acre site a new 4,475 square foot convenience store with gasoline sales. According to Casey's representatives, the intention of the new store is to consolidate three of their existing stores into a new store which is capable of serving the community's needs. The existing Casey's stores which would be closed are 640 Washington Street, 744 Washington Street and 414 Oskaloosa Street.

Under the City Code, the proposed development is identified as Convenience Food Sales use type and is permitted by right in the CUC Zoning District. This ordinance is being proposed by the City of Pella to satisfy the requirements of the city's comprehensive plan and to mitigate potential impacts to the neighboring residential properties which abut and are adjacent to the development.

**Planned Unit Development (PUD)**

A Planned Unit Development (hereinafter "PUD") is designed to allow for comprehensively planned projects which provide for innovative and imaginative approaches to urban design and land development. A PUD is a negotiated contract for land development between the private developer and the public governmental entity. This differs from the traditional approach to land development wherein the developer develops land pursuant to minimum standards previously adopted by the government. A PUD permits flexible variation from established land regulations as contained in zoning districts and in platting and subdivision requirements. In essence, the developer, with City staff guidance, Planning and Zoning Commission review, and Council approval, may develop its own guidelines for the best development of the land in question.

**Key Requirements of the Proposed Ordinance**

The proposed ordinance requires the development to be in conformance with the CUC zoning district except for the following modifications:

1. The Pella City Code requires the parking and fuel dispensing area to be in the side yard or rear of the building. The issue as it relates to this site is the fuel dispensing area would be located closer to the residential properties which abut and are in close proximity to the site. The proposed ordinance allows the parking and associated fuel dispensing area for the development to be placed in front of the convenience store or further away from the neighboring residential properties.
2. The setback requirements for the proposed convenience store have been adjusted to allow the parking and fuel dispensing area to be placed in front of the building.

3. Currently, the City Code does not place any limits on the operating hours for the new convenience store. The proposed ordinance limits the operating hours for the development to 6:00 a.m. to 11:00 p.m.
4. The green space area requirement under the Pella City Code is 5% of the total development. The proposed ordinance requires a green space area of 28%. In addition, there are numerous landscaping enhancement being proposed as a part of the PUD.

The proposed ordinance also contain requirements for the three existing Casey's Marketing Company Stores located 640 Washington Street, 744 Washington Street and 414 Oskaloosa Street. Specifically, the proposed ordinance requires Casey's Marketing Company to close and repurpose these existing stores within 30 days of receiving a certificate of occupancy for the new convenience store.

Finally, it is important to note, the PUD is contingent upon Casey's Marketing Company acquiring title to the property by February 1, 2017. If Casey's Marketing Company does not acquire title to the property by this date, then the zoning reclassification to PUD will be null and void.

### **Site Plan Summary**

The Planning and Zoning Commission conditionally approved Casey's Marketing Company's proposed site plan on a 7-3 vote subject to the Pella City Council approving the planned unit development ordinance for the property site.

The proposed site plan was prepared in accordance with the Pella City Code and the requirements of this planned unit development ordinance. For Council's review, a copy of the proposed site plan is enclosed. Listed below is a summary of the key points of the proposed site plan:

**Site Orientation** - The site plan for Casey's Marketing Company places the fuel dispensing area in close proximity to Main Street and in front of the proposed convenience store. This is an important issue because staff believes the proposed PUD ordinance allows for the fuel dispensing area to be placed farther away from the abutting residential properties than if the development were constructed solely within the parameters of the City's zoning code. Specifically, the Pella City Code requires the parking and fuel dispensing area to be in the side yard or rear of the building. The issue as it relates to this site is the fuel dispensing area would be located closer to the residential properties which abut and are in close proximity to the site.

**Building Design** - The design of the proposed convenience store and associated gas canopy was approved by the City's Community Development Committee. Staff believes the design of the proposed convenience store meets the city's architectural guidelines and appreciates the efforts Casey's Marketing Company has undertaken in designing the proposed convenience store.

**Site Landscaping and Buffering** - Under the City Code, a minimum of 5% of the total lot area is required for green space area. In comparison, approximately 28% of the proposed site plan for Casey's Marketing Company is green space area. Overall, the landscaping plan includes 21 screening trees, 6 tulip beds, 73 shrubs and bushes. In addition, located in the northeast corner of the property will be landscaping design features which will include a pedestrian walkway, tulip beds, benches, and an area dedicated for a future community sign such as a kiosk. Furthermore, the proposed site plan includes a 6 foot double sided heavy wood fence around the site. The fence will contain solid slats on each face of the fence. The gap between slats is offset ½ the width of a slat to further contain noise on the site. In addition, the fence will be built to incorporate both straight segments and intermittent segments built at

45 degrees angles. The purpose of this construction is to break up the façade of the fence which staffs believes is an important mitigation element.

***Operating Hours and Lighting Plan*** - The proposed PUD will limit the hours the new store can be open to the general public to 6:00 a.m. to 11:00 p.m. seven days per week. In addition, the lighting plan for the site operating hours for the new store plan is intended to minimize light pollution and contain lighting on the development site.

***Traffic Analysis*** - As part of the site plan review, traffic engineers from Snyder and Associates conducted a traffic study for the development. Listed below are highlights from the analysis:

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 peak hours), no improvements are recommended at either the intersection of Union Street and Main Street or to Union Street or Main Street at the development'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).

### **Comprehensive Plan**

The Future Land Use Map of the Comprehensive Plan targets the proposed site for Mixed Use Commercial, which is the closest match to the City's CUC Zoning District. However, the Land Use Compatibility Matrix of the Comprehensive Plan indicates there could be potential land use compatibility issues between the development and the abutting residential property owners. As a result, staff believes the Comprehensive Plan recommends a PUD for the proposed development. According to the Comprehensive Plan, the intention of a PUD to assess the project's impact and define the development's design.

Staff believes the proposed planned unit development conforms to the City's comprehensive plan. Staff based our opinion on the fact that the use proposed by Casey's Marketing Company is permitted by right in the existing CUC Zoning District. Furthermore, the Future Land Use Map of the Comprehensive Plan appears to align with the CUC Zoning for the site. Therefore, any land use compatibility issues should be mitigated through the site planning process. In this particular case, staff believes the proposed PUD meets the intent of the City's Comprehensive Plan by requiring additional mitigation measures by the developer than what is required under the City's CUC zoning district. Listed below are the factors staff considered in making this determination:

The proposed PUD ordinance allows for the gas canopy area to be placed farther away from the abutting residential properties than if the development were constructed solely within the parameters of the City's zoning code. This is important because staff believes this additional separation will help mitigate potential impacts to the abutting residential property owners.

The proposed PUD contains significantly more green space area, landscaping, and screening than what is required under the City Code. Staff believes these items will help reduce the impact on the neighboring properties.

The proposed PUD limits the operating hours of the development which will further mitigate impacts to the neighboring property owners.

Once again, based on staff's review, we believe the proposed planned unit development conforms to the City's Comprehensive Plan.

## Citizen Petition

As a part of the public hearing process conducted by the Planning and Zoning Commission, a petition was received by property owners within 200' of the boundaries of the proposed site. Based on advice of legal counsel, staff believes this proposed ordinance will require a super majority approval from the Pella City Council.

### Staff Recommendation:

Staff believes the proposed ordinance meets the requirements of the City's zoning code. In addition, staff also believes the proposed ordinance is consistent and in conformance with the City's comprehensive plan. Therefore, staff is recommending approval of the proposed ordinance which would formally establish a Planned Unit Development.

It should be noted that at the August 22, 2016 Planning and Zoning meeting, the Commission approved a resolution recommending approval of the PUD ordinance to Council on a 9 to 1 vote.

ATTACHMENTS: Ordinance, Planning and Zoning Resolution, Location Map, Comp Plan Map, Zoning Map, Casey's Marketing Company Site Plan, Citizen Letters

REPORT PREPARED BY: Planning and Zoning

REPORT REVIEWED BY: CITY ADMINISTRATOR  
CITY CLERK

RECOMMENDATION: Approve ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF PELLA, IOWA, BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 505 – 513 MAIN STREET, AND 705 UNION STREET, CITY OF PELLA, MARION COUNTY, IOWA.

WHEREAS, upon full consideration of the Pella Comprehensive Plan, including the Goals, Principles of Future Land Use and Development, the Future Land Use Map, and the Land Use Compatibility Matrix set forth therein, the City finds the development of the subject property under the conditions set forth in this Ordinance to be in full conformance with the Pella Comprehensive Plan;

WHEREAS, the development of the Property (hereinafter described) with a convenience store use as depicted in the site plan referenced in this ordinance will allow Casey's Marketing Company to close and repurpose the three (3) convenience stores it currently operates at 640 Washington Street; 744 Washington Street; and, 414 Oskaloosa Street. The existing convenience stores referenced above will be closed and repurposed within thirty (30) days after receiving the certificate of occupancy from the City of Pella authorizing Casey's Marketing Company to operate the convenience store at the Property all of which is consistent with the express terms of the City of Pella's Comprehensive Plan.

NOW, THEREFORE, be it ordained by the City Council of the city of Pella, Iowa, that:

**Section 1. Amendment.** The Zoning Ordinance of the City of Pella, Iowa, as applied to the following described property:

Lot 1, except the West 70.00 feet thereof and all of Lot 4 and 5 in Block 61 in the City of Pella, Iowa (the "Property")

is hereby changed from its present classification, CUC (Mixed Use Urban Commercial Corridor), to PUD (Planned Unit Development).

**Section 2. Site Plan.** Attached hereto and made a part of this rezoning approval is the Site Plan submitted by Casey's Marketing Company and approved by the City of Pella on August 22, 2016 (the "Site Plan"). The Property shall be developed in accordance with this Site Plan. In the event of a conflict between the written terms of this Ordinance and the notations on the Site Plan, the written text of the Ordinance shall prevail. For the purposes of this Ordinance, "repurpose" shall mean a change of the use of the property, including the removal of all improvements pursuant to applicable State regulations and future use of the property in a manner which conforms to applicable zoning requirements. The terms of this Ordinance, including the introductory clauses may be enforced by the City of Pella pursuant to §165.50 of the City Code of Pella, Iowa.

**Section 3. Conditions.** Section 165.14 of the Pella City Code allows for comprehensively planned projects, permits flexible variation from established land regulations as contained in zoning districts, the waiver or modification of provisions of zoning district requirements and

various land use mixtures with appropriate screening, landscape buffers and setback restrictions. The following conditions, restrictions and regulations are adopted as a part of the approval:

A. **General Conformance to Zoning Ordinance.** Unless otherwise specified herein, the development of the land shall be in accordance with the provisions of the CUC zoning district.

B. **Design Standards.** All improvements shall be constructed in a manner which complies with the requirements of the Design Review District as set forth in §165.16 and the building design permit approved by the Community Development Committee on February 17, 2016.

C. **Zoning Requirements Waived.**

1. The requirements of §165.12-3, Summary of Site Development Regulations, CUC District, Maximum amount of total parking located in Street Yard, shall be waived in their entirety and up to 100% of the parking may be located in the Street Yard.

2. The requirements of §165.18(1)(B), requiring parking areas along the sides of buildings or in the rear of the building, shall be waived in their entirety and parking shall be permitted in front of the building.

3. The requirements of §165.18(1)(D), relating to maximum building setback from the public right of way shall be waived in their entirety and the building shall be permitted as shown on the Site Plan (approximate set back of 118 feet).

D. **Performance Greater Than Zoning Ordinance Minimum Requirements**

1. Greenspace. Following completion of the project, there shall be greenspace of not less than 28% of the total area, rather than 5 % as required in CUC districts.

2. Design Feature. Following completion of the project, there shall be a design feature located at the northeast corner of the Property as identified on the Site Plan. The design feature shall consist of additional tulip beds, pedestrian walkways, and visitor benches. In addition, a space shall be reserved for an information sign to be installed at a later date by the City of Pella. The design feature shall be installed by Casey's Marketing Company in accordance with the Site Plan.

3. Landscaping and Screening. Casey's Marketing Company shall ensure all landscaping and screening features as identified on the Site Plan are installed and maintained. Casey's Marketing Company may add additional trees and plantings to better incorporate the project into the neighborhood and community as it believes appropriate. The fencing material as identified on the Site Plan shall be of a heavy wood material intended for noise reduction.

4. Lighting. Casey's Marketing Company shall insure that all lighting of the Property is done in a manner which meets public safety design standards and minimizes the effects of lighting on the neighboring properties.

**E. Additional Requirements**

1. The new convenience store shall not be open to the general public prior to 6:00 a.m. and must close by 11:00 p.m. any day the store is open. Store operations which do not involve public access may occur at any time.

2. The rezoning of the Property to PUD is contingent upon the transfer of the Property from the current owners, Dennis L. Vander Beek and Joyce R. Vander Beek, Trustees of the Dennis and Joyce Vander Beek Living Trust, to Casey's Marketing Company pursuant to the existing Purchase Agreement between the parties, or to another related entity to which Casey's Marketing Company assigns its rights under the Purchase Agreement. In the event Casey's Marketing Company or its assignee acquires title to the Property, no further action by the City Council shall be required. If Casey's Marketing Company or its assignee does not acquire title before February 1, 2017 then this zoning reclassification shall be void, unless the City Council, by resolution, extends time for the acquisition of title.

**Section 4. Notation.** The Zoning Administrator shall hereby record this ordinance number and date of passage of this Ordinance on the Official Zoning Map.

**Section 5. Savings Clause.** If any section, provision, sentence, clause, phrase or part of the Ordinance shall be determined to be invalid or unconstitutional, such determination shall not affect the validity of the Ordinance as a whole or any section, provision, sentence, clause, phrase or part hereof not determined invalid or unconstitutional.

**Section 6. Effective Date.** This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law immediately, and without further delay. The City Clerk is directed to take such steps as may be required under the applicable ordinances and statutes to make this rezoning effective and enforceable. When this ordinance is in effect, it shall automatically supplement, amend and become a part of the Code of Ordinances of the City of Pella, Iowa.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
James Mueller, Mayor

ATTEST:

\_\_\_\_\_  
Ronda Brown, City Clerk

## RESOLUTION NO. 1

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PELLA RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF PELLA TO CHANGE THE ZONING DESIGNATION FROM MIXED USE COMMERCIAL (CUC) TO PLANNED UNIT DEVELOPMENT (PUD) AND APPROVE AN ORDINANCE ESTABLISHING THE PUD FOR THE PROPERTIES LOCATED AT 505-513 MAIN STREET AND 705 UNION STREET FROM MIXED USE URBAN COMMERCIAL CORRIDOR TO PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, pursuant to the provisions of Chapter 165.14 of the Pella City Code the City of Pella has requested approval of a zoning classification from its present classification, CUC (Mixed Use Urban Commercial Corridor) to PUD (Planned Unit Development) for the property described as:

Lot 1, except the West 70.00 feet thereof and all of Lot 4 and Lot 5 in Block 61 in the City of Pella, Iowa.

WHEREAS, an analysis was made by City staff and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

WHEREAS, on August 22, 2016 this Commission held a duly-noticed meeting to consider the request to change the zoning classification from CUC to PUD for the above mentioned property; and

NOW, THEREFORE, THE PLANNING AND ZONING COMMISSION OF THE CITY OF PELLA DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for this meeting or as amended orally at the meeting are adopted.

SECTION 2. The zoning reclassification of the property from Mixed Use Urban Commercial Corridor to Planned Unit Development (PUD) as illustrated in Exhibit B attached to Planning and Zoning Commission Staff Report is recommended to the City Council for approval, subject to compliance with all conditions in the staff report. Violations of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

SECTION 3. The establishment of the Planned Unit Development (PUD) as illustrated in Exhibit C attached to Planning and Zoning Commission Staff Report is recommended to the City Council for approval, subject to compliance with all conditions in the staff report. Violations of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED this 22nd day of August, 2016.

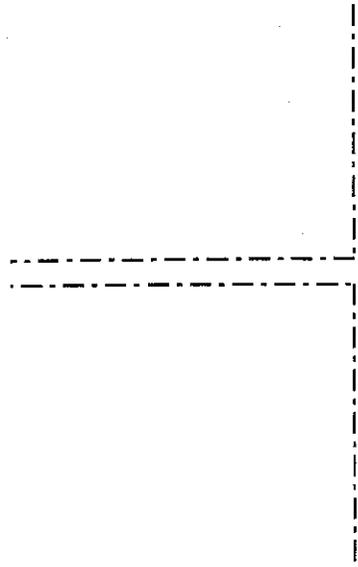


David Landon, Chair  
Planning and Zoning Commission

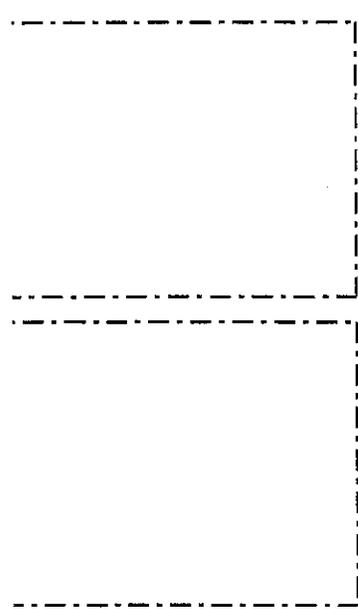
ATTEST:



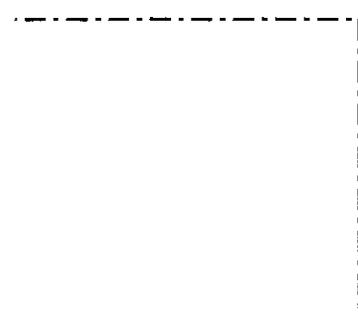
Teri Vos, Vice-Chair  
Planning and Zoning Commission



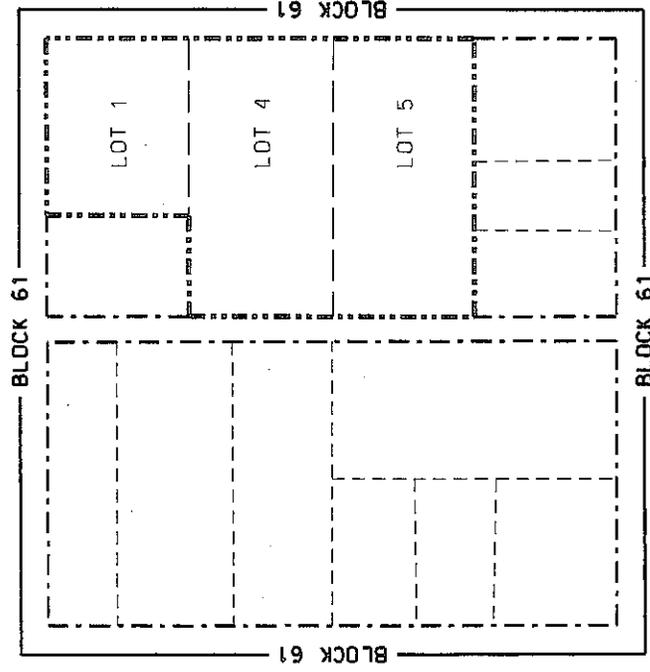
BROADWAY ST



UNION ST



INDEPENDENCE ST



**LEGEND:**

- ROW LINE
- - - PROPERTY LINE
- · - · - PUD BOUNDARY
- - - ORIGINAL PLAT

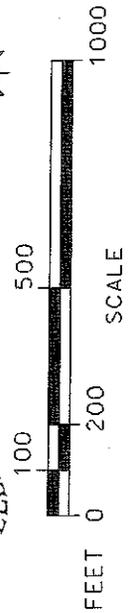
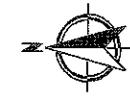
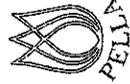
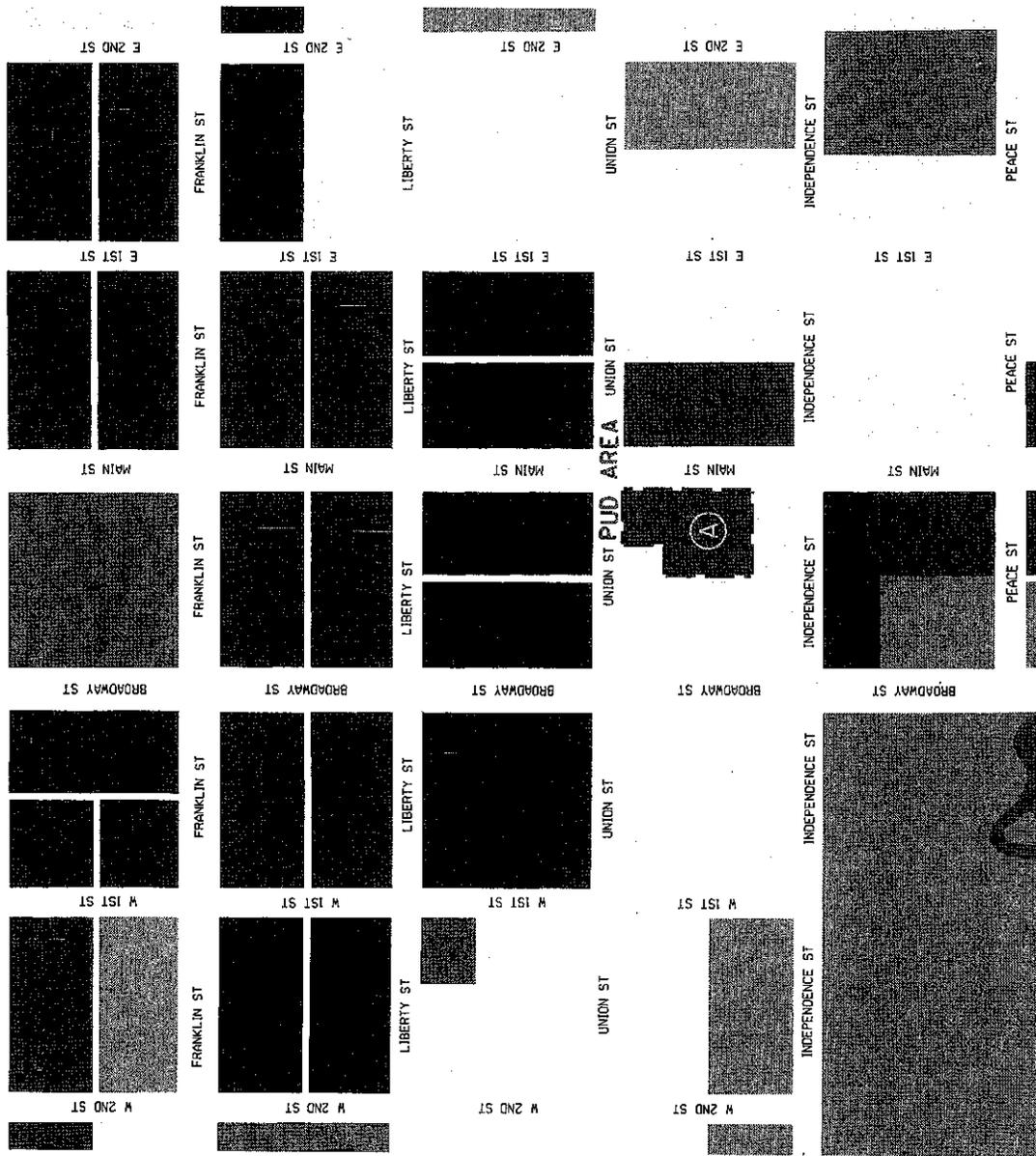
10 30 50  
FEET 0 20 40 100  
SCALE

PUD LEGAL DESCRIPTION:  
 LOT 1, EXCEPT THE WEST 70.00 FEET  
 THEREOF AND ALL OF LOT 4 AND LOT 5  
 IN BLOCK 61, ORIGINAL PELLA PLAT,  
 CITY OF PELLA, MARION COUNTY, IOWA.

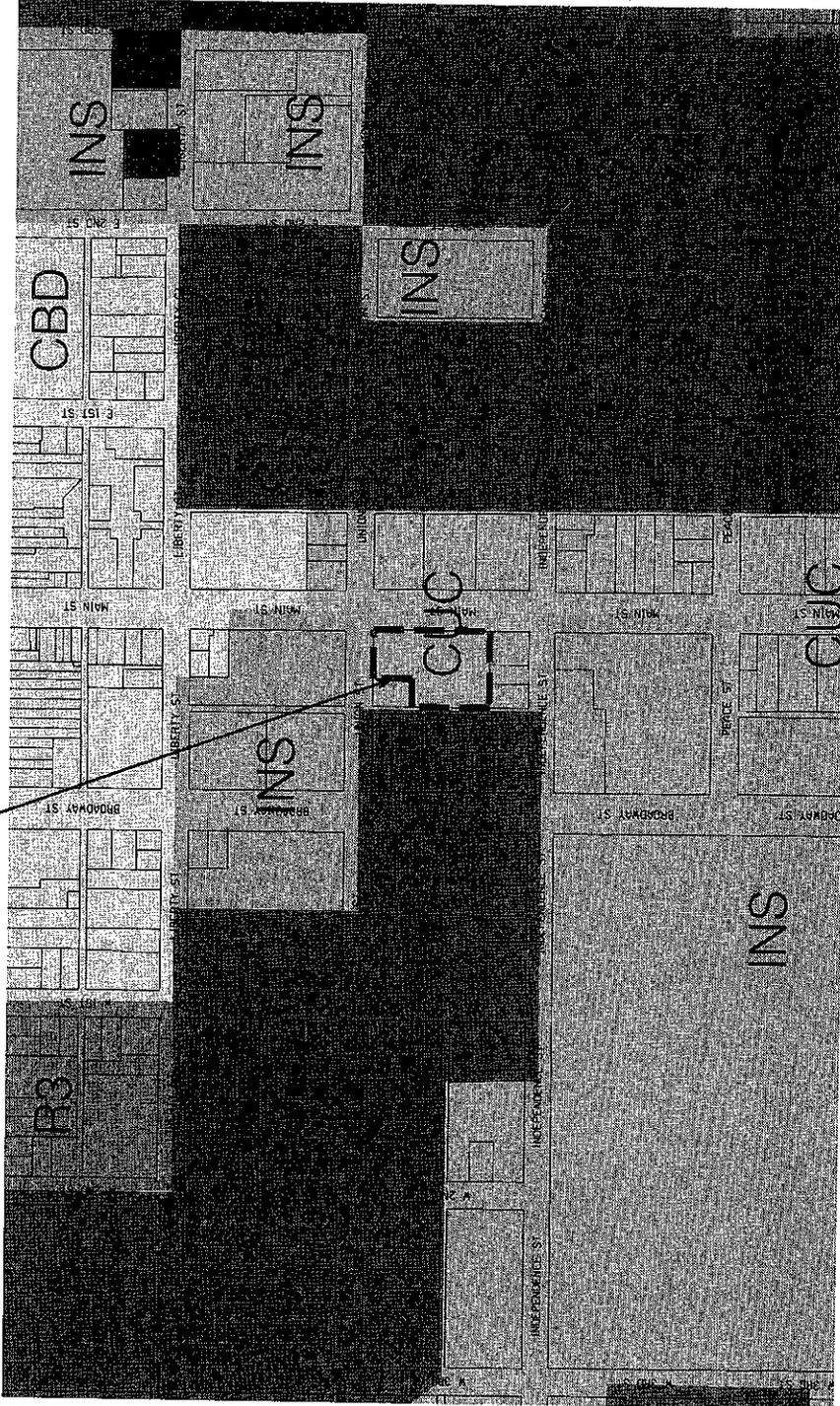
**EXHIBIT B**

**LEGEND:**

-  AG & AG RESIDENTIAL
-  PRESERVE
-  LOW DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  HIGH DENSITY RESIDENTIAL
-  FLOOD PLAIN
-  PARKS AND RECREATION
-  ENVIRONMENTALLY SENSITIVE
-  MIXED USE
-  COMMERCIAL
-  DOWNTOWN MIXED USE
-  MEDICAL & ASSISTED LIVING
-  CENTRAL COLLEGE
-  CIVIC & PUBLIC
-  SCHOOL
-  LIGHT INDUSTRIAL
-  GENERAL INDUSTRIAL
-  URBAN RESERVE
-  I-80 CORRIDOR
-  WATER

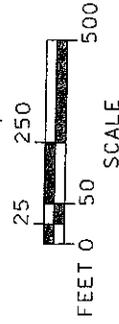


PUD AREA

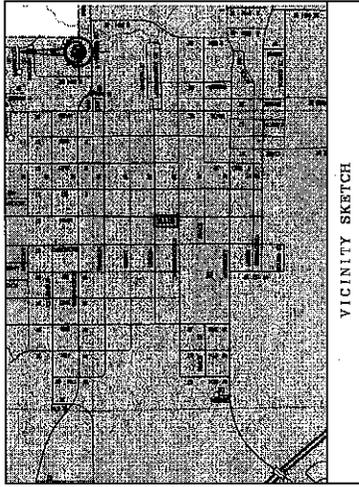


LEGEND:

- RR Rural Residential District
- R1 Low-Density Single-Family Residential
- RIA Moderate-Density Single-Family Residential
- RTB Medium-Density Single-Family Residential
- RTC Neotraditional Single-Family Residential
- R2 Two-Family Residential
- R3 Multiple-Family Residential District
- R4 Mobile Home Park District
- CBD Commercial - Central Business District
- CUC Commercial - Mixed Use Urban Corridor
- CC Community Commercial District
- CPD Commercial - Planned Development District
- INS Institutional District
- M1 Limited/Light Industrial District
- M2 Heavy Industrial District
- A1 Agricultural District
- PUD Planned Unit Development



# Site Plan for Casey's General Stores 505-513 Main Street & 705 Union Street Pella, Iowa



VICINITY SKETCH

**GENERAL NOTES**

1. All work shall be conducted in accordance with OSHA codes and standards. Nothing indicated on the site plan shall relieve the contractor from complying with all applicable safety regulations.
2. All public improvements shall be designed and constructed to meet the City approved Urban Design Standards for Public Improvements and the Urban Standard Specifications for Public Improvements.
3. The location of existing utilities and structures is shown on this plan. It is the contractor's responsibility to verify the depth of utilities and structures to determine the present status and exact location of them. The contractor shall notify the engineer so that the conflict may be resolved.
4. The Contractor shall first adjust, as necessary, all existing utilities to finish grades. Existing site utilities include, but are not limited to, fire hydrants, manholes, rain, inlets, water valves, and light bases. The contractor shall protect all existing utilities, and any other man-made responsibility due to contractor shall replace or easements that result in destruction of these items.
5. All spot elevations are at the top-of-finished surfaces.
6. The Contractor shall conduct clean-up, surface restoration, and surface replacement activities as the contractor at the end of each work day.
7. Materials not suitable for construction, including trench backfill and surface restoration, and excess materials shall be properly disposed. Disposal is the contractor's responsibility.
8. All site improvements shall remain property of the City of Pella. Deliver materials to be returned to the contractor at least 24 hours in advance of the start of work. Access to private property for emergency vehicles shall be maintained at all times.
9. The Contractor shall notify the Public Works Director, City of Pella, at 641-628-1601, at least 48 hours prior to beginning construction activities (for utility ROW, etc.).
10. The Contractor shall coordinate work and cooperate with City of Pella personnel.

**STREET, DRIVEWAY, AND TRAFFIC NOTES**

1. The Contractor shall provide traffic control for all work within street rights of way at no additional cost and pedestrian traffic in accordance with the Manual on Uniform Traffic Control Devices.
2. All existing street and traffic control signs that are in conflict with construction shall be removed and replaced with temporary signs. Signs shall be replaced with permanent signs after construction is complete. Barricades, lights, and flags may be used to ensure the safe flow of vehicular and pedestrian traffic. Work is incidental to construction.
3. Contractor shall maintain clear access to all existing driveways, fire hydrants, and other structures to occur during construction. Flaggers will be required.
4. Repair existing street, parking, and driveway surfacing in neat, uniform lines. Replace surfacing with Public Works Director at least 48 hours prior to starting work with the right of way to allow for removal requirements, doweling, backfill, etc.).
5. Joint Cress #1 concrete shall be used for driveway and street replacement.
6. All utility conduits and conduits shall be installed in a trench with a minimum depth of 18 inches. All utility conduits shall be installed in a trench with a minimum depth of 18 inches.
7. Existing sidewalks shall be replaced with concrete sidewalks. All sidewalks shall be 4 inches thick.
8. Replace concrete sidewalks (60 joints) in new PCC pavement prior to asphalt overlay. Joint spacing to match existing or at maximum of 12 feet. Minimum is 6 feet.
9. All sidewalks to have 2% transverse slope in the direction of natural drainage unless otherwise indicated.
10. Place 8-inch thick sidewalk through driveways. All other sidewalks shall be 4 inches thick.
11. Replace concrete curb at driveway closures to nearest joint line.

BUILDINGS AND ACCESS BUILDINGS: 41' x 106'-3"  
NUMBER OF STORIES: 1 STORY  
PAVING: THE APPROACH SHALL BE 7" THICK P.C.C.  
THE PARKING LOT SHALL BE 6" THICK P.C.C.  
PARKING: 35 TOTAL PARKING SPACES ARE PROVIDED  
23 SPACES AND 12 PARK ISLAND SPACES  
FLOODING: FIRM MAP #1125203000. THE SITE IS LOCATED IN ZONE X.

**GENERAL NOTES**

1. ALL TRASH AND RECYCLING SHALL BE CONTAINED IN THE OUTDOOR DUMPSTER/RECYCLE AREA.
2. WALL PACK CLOTHING SHALL BE SHOWN ON THE PLAN.
3. HANDICAPPED PARKING SPACES SHALL BE PROVIDED PERMITS TO THE STATE CODE.
4. ALL SIGNAGE SHALL BE INSTALLED ON ADJACENT PROPERTIES OR RIGHT OF WAY SHALL BE PROPERLY MAINTAINED.
5. SIGN: PROPOSED CASEY'S SPECIAL MONUMENT SIGN AT THE INTERSECTION OF MAIN STREET AND UNION STREET. THE DISTURBED AREA IN THIS SITE IS MORE THAN 1 ACRE, THEREFORE A WAIVER PERMIT IS REQUIRED.

**OWNER:**

STANLEY WARDEN BECK  
514 NORTH STREET  
PELLA, IA 50218  
PHONE: (515) 262-4949  
DEVELOPER  
CASEY'S MARKETING COMPANY  
PO BOX 3001  
PELLA, IA 50218  
PROJECT CONTACT: MELANI ATHA  
PHONE: (515) 262-5100

ENGINEER/AND SURVEYOR:  
A. LEO PELLAS ENGINEERING COMPANY  
2200 BUSINESS CENTER DRIVE  
PELLA, IA 50218  
PHONE: (515) 262-4196

LEGAL DESCRIPTION:  
Lot 1, except the West 70.00 Feet Thereof, and all of Lots 4 and 5 in Block 6 in the City of Pella, Iowa.

PRIOR APPROVALS  
SEA - December 14, 2018  
CCL - February 17, 2018

SHEET INDEX	
Sheet 1	Cover Sheet
Sheet 2	Boundary & Top
Sheet 3	Site Plan (AL-101)
Sheet 4	Grading Plan
Sheet 5	Utility Plan
Sheet 6	Landscaping Plan
Sheet 7	Typical Notes

**LEGEND:**

- STANDARD SYMBOLS:
- IRON ROD OR PIPE FOUND
- CALCULATED CORNER
- SETTLED CORNER
- SETTLED MONUMENT CALC.
- VALVE
- LIGHT POLE
- FINISHED FLOOR
- MORE OR LESS
- LINE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- VALVE
- NOT TO SCALE
- HOT MIX ASPHALT
- PORTLAND CEMENT CONCRETE
- PIPE LINE OR PIPE
- WATER
- GAS
- STORM SEWER
- STORM SEWER
- OVERHEAD ELECT. TEL.
- CABLE TELEVISION

OWNER'S RESPONSIBILITY: THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PELLA, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY OTHER MATTERS THAT MAY ARISE FROM THE USE OF THESE PLANS.



**A. LEO PELLAS ENGINEERING COMPANY**  
ENGINEERING | SURVEYING  
2200 BUSINESS CENTER DRIVE • PELLA, IA 50218 • PHONE: (515) 262-4196

PROJECT NO.: 18-001  
DATE: 02-17-2018  
SHEET NO.: 1 OF 7  
PROJECT: CASEY'S GENERAL STORES  
LOCATION: 505-513 MAIN STREET & 705 UNION STREET, PELLA, IA

PROJECT NO.: 18-001  
DATE: 02-17-2018  
SHEET NO.: 1 OF 7  
PROJECT: CASEY'S GENERAL STORES  
LOCATION: 505-513 MAIN STREET & 705 UNION STREET, PELLA, IA

PROJECT NO.: 18-001  
DATE: 02-17-2018  
SHEET NO.: 1 OF 7  
PROJECT: CASEY'S GENERAL STORES  
LOCATION: 505-513 MAIN STREET & 705 UNION STREET, PELLA, IA













**From:** Don Ridder [<mailto:pastor@gracepella.org>]

**Sent:** Wednesday, August 31, 2016 9:41 AM

**To:** Pella Mayor <[mayer@cityofpella.com](mailto:mayer@cityofpella.com)>; Mike Nardini <[mnardini@cityofpella.com](mailto:mnardini@cityofpella.com)>

**Subject:** Casey's debacle

Good morning Mayor Mueller (and neighbor Jim) and Mr. Nardini,

Thank you for leading our city and struggling with this issue. I do not envy you! Here's my case:

SUMMARY: Casey's on Main Street will not be good for Pella

GROUNDS:

1. I'm a former architect and did a lot of urban planning – a building of this size and prominence (bright red, strong illumination) will forever change that primary corridor in town.
  - a. Traffic will increase
  - b. Although new, it is an eyesore no matter how they build it
  - c. The historic district nearby will have this in their backyard
  - d. It is not in the character of the buildings around it – community minded... library, community center, Molengracht, small businesses
2. As a lover of history and culture – and the Dutch roots of our city – this does not fit at all
3. As a supporter of locally owned businesses... this doesn't help
4. Assuming they will close 3 of their smaller stores, and in the best case fully redevelop them, we are taking too big of a gamble. Although the absence of 2 of them on the square would improve traffic and hopefully add eye-appeal when re-developed, the current stores fit better in a town of small businesses.
5. As a car owner, I am content to drive to one of the mega stores close to the bypass – we don't NEED one in town! We're talking ONE MILE!
6. As a convenience store consumer – well, I'm not... we don't really need more chips, smokes, cokes and lottery cards.
7. The City of Pella would do better to repurpose an existing building into a "welcome center" or "tourist info" spot with a number of convenient, clean, modern toilets – let's not rely on a gas station for this!
8. As a pastor, I can say the folks in our church who have worked there say they were treated well, but building a behemoth staffed with entry level wage earners is not the solution.
9. As a consumer, we need variety and competition (other gas stations) – not a monopoly.
10. As for the lawsuit... settle it and rezone the city carefully with a long term master plan.

Thank you again for taking the time to read this and for leading the city well!

Don Ridder (411 Lincoln)

**From:** "Triplett, Ryan" <tripletrc@Pella.com>  
**Subject:** Concerned Pella Citizen  
**Date:** August 31, 2016 at 12:27:39 PM CDT  
**To:** "danvb@lisco.com" <danvb@lisco.com>

Councilmember Vander Beek,

I went for a run this morning. I would not have been able to say that a year ago. You see, I have been on a journey over the last year. I have lost over 100 pounds the hard way. Through sheer determination, watching my diet, and beginning to exercise. It has not been an easy task. But, I now truly enjoy running. This morning I ran with a lot on my mind as I admired the tranquil nature of our community. The beautiful flower beds, Dutch architecture, small businesses & shops. What a wonderful place to live!

I have not lived in Pella my entire life. My wife & I moved here in 2004 when we were both 24. We are both originally from very small towns in NW Iowa. We both attended college & upon graduation we started our careers. When looking at communities to locate to we had some big decisions to make.

We fell in love with Pella. A beautiful city. It was much larger than the place we both grew up, but still has that small town feel. A great place to raise a family, and that is true now more than ever as we raise our now 8 year old daughter & 4 year old son.

I read the posting in the Town Crier last night regarding the new Casey's proposal. I ask you to deny Casey's request to build this new giant Casey's on Main Street that has been proposed – I agree, wrong size & wrong location. I implore you to not allow this to move forward. A Casey's of this size does not belong in downtown Pella. My daughter is getting to an age where we'd like to give her some freedoms such as riding her bicycle to the Library & Community Center. I'd like to offer those same freedoms to my son as he gets older. This is right on the Volksweg path, one used by so many walkers, runners, & bicyclists alike. I see the location of this Casey's as a real safety concern. Is there not another location that this can go that would make more sense? Has Casey's even looked at alternatives? I ask you, as a concerned citizen of our great community, to not allow this.

Thanks,

Ryan Triplett  
1st Shift Lumber/Metal/Service Parts Plant Quality Tech



**From:** Kent Beyer <[kent.beyer@student.pella.k12.ia.us](mailto:kent.beyer@student.pella.k12.ia.us)>

**Subject:** Casey's

**Date:** September 1, 2016 at 7:49:14 PM CDT

**To:** [mayor@cityofpella.com](mailto:mayor@cityofpella.com), [mark@dejonggreenhouses.com](mailto:mark@dejonggreenhouses.com),  
[tbokhoven@iowatelecom.net](mailto:tbokhoven@iowatelecom.net), [danvb@lisco.com](mailto:danvb@lisco.com), [elsvan@iowatelecom.net](mailto:elsvan@iowatelecom.net),  
[eagleelectric@iowatelecom.net](mailto:eagleelectric@iowatelecom.net), [ljpeterson60@gmail.com](mailto:ljpeterson60@gmail.com)

Dear Councilmen/Mayor

Hi, I am Kent Beyer. I am currently a senior at Pella High. I am enrolled in a government class and have talked about the Casey's dispute and our current views on this subject as citizens of Pella. As we discussed our views in class something kept crossing my mind. Why do we forbid the growth of businesses in our town. As I thought about this question many things crossed my thought process I would like to share it with you folks.

First I would just like to start off by giving you a little info about my self. By doing this I hope that it will show you a perspective on my thoughts. I currently live half way between Pella and Knoxville on T15. I live down a lane with my grandma living in the front part. My family is very proud of our local communities and the surrounding area. As I write this I hope that this info will help in your evaluation process of my letter.

Some time ago my father Daryl Beyer, tossed around the idea of putting up a hog shed. As he discussed the options he asked local friends for support by asking them questions about manure and general information about hogs. Once he started talking about the process the whole idea of a hog shed blew up in the public eye. The way he described to me it was a huge explosion of public dissatisfaction. He told me that all building rules/codes were within law, but the only things stopping him was the public outcry. To this day the topic of this hog shed still brings confusion to my family. Why would a community want to not expand the economic growth of a farmer. With the manure value and animal values it would hopefully increase our crop yield and overall our family income, in return providing more tax dollars for our local community. Now as we look forward to the Casey's dispute the same thing is happening. People didn't want a hog shed in the country where it belongs with all the right codes, and now the City does not want a public business in a public place. The way I see it I find something wrong with this. By not allowing Casey's we might be potentially scaring off future businesses by our tough and set in place ways of wanting just perfect.

Some of the issues I have heard about this proposed Casey's is confusing and quiet frankly dumb in my opinion. I have heard that it will make it unsafe for children to walk or get to uptown of Pella. I feel that we have 2 Casey's already on the square and we would actually be making our main drags safer by moving the busy traffic of pulling in and out of Casey's to one location. I think also that the issue of the gasoline smell is very silly. I don't understand why they can't have a new Casey's by houses when the current Casey's is next to houses anyway and not to mention a historical site. I think that the smell of gas would deter visitors from the local Schotte house, but it seems not to have bothered them at all because overtime I walk by their I always see visitors. Now the solution that the city is offering is affordable housing. I think that this idea is very detrimental to Pella's values and beliefs. An elderly friend of mine was talking

to me at my local church about this issue and he made a very valid point. Would you rather have someone go to Casey's for a small amount of time and get their alcohol and party and drink it at home, or would you rather have them bring it to their home where the Casey's would be and party and drink their where the whole town drives by. I personally would much rather have them make ruckus at a house not in the middle of town. Same goes for Tulip Time. I think that visitor would much rather see a big beautiful Casey's then a huge housing building where attendants could make messes and disruptive activity This also plays into the sound issue. When I heard the issue of sound being brought up in a town meeting I also thought, well we have two Casey's on the squared don't tell me they don't make sound.

I hope that my thoughts were helpful and reasonable. I will continue to pray for our town and you folks as you continue in your terms in public office.

Thanks,  
Kent Beyer

**From:** Roose, Linda [<mailto:LJRoose@Pella.com>]

**Sent:** Friday, September 02, 2016 11:38 AM

**To:** Mike Nardini <[mnardini@cityofpella.com](mailto:mnardini@cityofpella.com)>

**Subject:** New Casey's

Mr. Nardini,

I am not sure who I should contact...is the first petition that was signed regarding the new Casey's on Main Street still valid?

If so, I would like to remove my name from the protest petition as after having more facts, etc. I think the new Casey's on Main Street would be an asset to Pella.

Having been "caught" in the Casey lots downtown, trying to get back onto the street (without getting hit), I feel the new Casey's on Main Street would be much easier for access and leaving.

*Linda*

*Linda Roose*

Mike,

Alan Beyer called this morning while you were on another call. He declined to leave a voicemail but asked that I pass along his comments.

I'm paraphrasing all that he said, but essentially he is in favor of the Casey's being built on Main Street. If you would like to speak with him, he may be reached at 507.382.7436.

## Cynthia Vaske

Administrative Support Technician

City of Pella

825 Broadway Street

Pella, IA 50219

Phone: 641-628-4173

[cvaske@cityofpella.com](mailto:cvaske@cityofpella.com)

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

From: Myron Laura Van Zee [mailto:bopnma@hotmail.com]

Sent: Tuesday, August 30, 2016 4:56 PM

To: Jennifer Elsloo

Subject: New Casey's store

Sorry if you aren't the correct person that this should go to, if not please forward to that person. This is in regards to the new Casey's store that is being proposed for Main Street across from Pizza Ranch.

I am not for or against the new Casey's. But I guess that I am confused about a bunch of things. If the property is zoned commercial and they are willing to put a Dutch front on it, how can the city refuse to let them build? It's zoned commercial. I understand that the people close to the location don't like it, but that's the way it is. Did these people that are against this the same people that didn't like the Molengrat, the new library, the new fire station, and the other new buildings that have been built because they aren't part of "historical" Pella?

I would think that the city would love to have a new Casey's built so that the other three old buildings could be tore down and improve the looks of the city. I would also think that the Historical Society would love to have the land of the Washington Street/Broadway Casey's and the city would love to have the land for parking of the Washington Street/Main Street Casey's.

Anyhow, I guess that I hope the city does the right thing because I would think that this isn't the first time that Casey's has run into something like this. I am afraid that the legal council of Casey's and the Des Moines press would love to make Pella look bad and that is the last thing that I want to see.

Thanks!

Myron Van Zee

**From:** Adam Hale [mailto:haleaj1@gmail.com]

**Sent:** Saturday, September 03, 2016 8:34 PM

**To:** Pella Mayor <mayor@cityofpella.com>; mdejong@dejonggh.com; danvb@lisco.com; eagleelectric@iowatelecom.net; tbokhoven@iowatelecom.net; elsvan@iowatelecom.net; Larry Peterson <ljpeterston60@gmail.com>; Mike Nardini <mnardini@cityofpella.com>; Mike Brown <mbrown@cityofpella.com>

**Subject:** Proposed Casey's

To whom it may concern:

We have seen the proposed site plan for this go round and have some concerns. First of all, we would like to remind you all that the primary issue that lead to a vote against the previous plan was a matter of size of the proposed facilities that lead to an unfavorable number on the city's compatibility chart. Our opinion is also that such a store is not compatible in said location, not only based on size, but also based on looks. Those two things would make such a location in violation of at least 165.03 parts 3 and 4.

We were told that this next issue was maybe partially addressed at the last meeting, but that part of the concerns were brushed aside so we would like to again express these concerns. The most recent drawing we've seen has markings that show the fire code's required 100 ft radius between tanks/pumps and nearby properties. It seems that at least two properties (ours being one) are probably either really pushing or actually within those limits and a third (house on corner of Independence and Main) is for sure inside that limit which would make this plan unfeasible. We would also like some clarification on those lines showing the radii as they seem to be drawn with the outside line being 100 ft from the center of the homes. Shouldn't those be drawn from the outer walls of the nearby homes in order to provide a more accurate distance? We were told that a representative from Casey's says that they fixed this issue, but we've yet to see or hear how exactly they did that. One more question regarding these pumps and tanks being so close: Does such a close proximity take away surrounding owners' option to someday build an addition? It seems that if it's unsafe to build pumps that close to homes, it would be just as unsafe to build homes that close to pumps. Taking that option away from people would not seem to be ethical.

Something that has been heavily touched on in the past is the issue pertaining to what this structure would do to the values of surrounding properties. We have been told that it is just speculation and that we do not have proof that the value of our properties will drop. Is it possible that it's difficult to find the numbers to support this because there are not stations this size that have been built in similar neighborhoods? We would like to ask you to imagine a situation where there are two identical homes for sale, one has a mega-Casey's in its backyard, the other has nice apartments (or homes, a park, stores similar to those on the square, etc). Which house do you think would sell for more? Which house would you prefer? One thing that we would also like to see/hear in this whole ordeal is how a Casey's in this spot would be a benefit to the community. What's obvious is how this would benefit the landowner and even a large corporation such as Casey's, but it is very difficult to see how this would benefit the city (let alone the surrounding neighborhood) even if other Casey's locations are closed. As has been mentioned in prior meetings and letters, it seems there are more appropriate and beneficial uses of this land.

We also can't help but feel that Casey's is working hard to push this through in beautiful Pella in order to feed their agenda. If this passes here, they will be able to go to other primarily residential neighborhoods in other cities and say, "Look, even Pella was fine with this."

Please continue to stay strong as you stand up to such a large corporation. Please continue working to preserve the charm of Pella and it's main corridor.

Thank you again for your time,  
Adam and Jacqueline Hale  
704 Independence Street, Pella, IA

**From:** Bruce Boertje [mailto:boertje@windstream.net]

**Sent:** Monday, September 05, 2016 12:37 PM

**To:** Mike Nardini <mnardini@cityofpella.com>

**Subject:** Casey's PUD and Data From Current Traffic Survey

Dear Honorable Mayor and City Council Members,

First of all I want to thank each of you for your hard work and especially for agonizing over your upcoming decision regarding the proposed zoning changes for Casey's on Tuesday night.

By profession I am a Measurement Technician at Pella Corp. As such, I perform numerous studies requiring accurate data to make an informed decision. Unfortunately, many people make irrational decisions based only on their intuitions. As W. Edwards Deming (1900-1993) famously said, "In God we trust, all others bring data". To that end I decided to preform my own two-day, ten-hour traffic study that focused on the three stores that Casey's wants to close as well as their proposed building location.

I studied these Casey's locations at the following times:

- Oskaloosa Street: (3) hours (Thursday, September 1: 3 – 6 pm);
- Main Street: (4) hours (Friday, September 2: 6 – 8 am; 3 – 4:30 pm; 5:30 – 6 pm);
- Broadway: (1) hour (Friday, September 2: 4:30 – 5:30 pm);
- Proposed Site 500 Main: (2) hours (Thursday, September 1: 6 – 8 am)  
(Note: For those interested the actual survey data is contained in the attached spreadsheet.)

My first conclusion is that it is fully understandable why Casey's wants to replace these three existing locations with a larger facility: Each one is incredibly busy. At each current location there were times when *every* gas pump was simultaneously in use – sometimes with a waiting line. The second conclusion is that I am more convinced than ever that a 12-pump mega-Casey's does *not* belong on Main Street - especially along the Volksweg Trail.

Combining the traffic volume count from the three stations, I found that by 4:00 pm on an *average*, middle-of-the-week afternoon, we can expect to have approximately 390 vehicles crossing either the Volksweg Trail or the Union Street sidewalk. **One vehicle every 9.2 seconds will be either entering or exiting the proposed Casey's.** The morning numbers are nearly as

frightening: By 7:30 am, a vehicle will be entering or exiting Casey's every 11.5 seconds.

From 6 – 8 am, I also measured pedestrian traffic at the proposed site on Main Street. There were 27 pedestrians or bicyclists using either the Volksweg or Union Street sidewalk (plus another 10 on the east side of Main Street that could presumably chose to use either side of the street). That is an amazing number of vehicle/pedestrian interactions on a daily basis. Weekends or special events (Tulip Time, Thursday's in Pella, Harvest Fest, etc.) could easily be busier. This study should raise several safety points that may not have been considered regarding the proposed Volksweg/Main Street entrance:

- There are no turning lanes, traffic lights, or four way stop signs in the proposed location. The current three Casey's stores are at least positioned near traffic lights. The Broadway and Oskaloosa Street locations have an additional lane to assist in traffic flow. The traffic from the three existing stores will now be funneled to a two-lane street with no traffic lights or additional turning lanes.
- With no turning lanes or traffic lights, northbound traffic on Main will be obstructed as cars await an opening to turn left into the proposed Casey's gas station.
- Similarly, snarled traffic could easily present obstacles when police, ambulance or fire equipment is deployed south on Main Street.
- The Volksweg was ingeniously designed so that it does not cross the entrance of a single commercial business. The only place the Volksweg crosses anything as busy as the proposed Casey's entrance is at University Street, where a flashing light, warning signs and painted crosswalk alert motorists to the crossing pedestrian traffic.
- Vehicles - including longer ones like trucks, semi-trailers and a surprising number of vehicles pulling trailers - do not enter and exit businesses at evenly spaced intervals; they tend to exit in bunches. From my personal experience (I have walked a daily 2-½ mile round-trip route along Main Street to Pella Corp. for years) vehicles will not wait behind a sidewalk to allow approaching pedestrians to pass – they pull forward as far as possible in order to turn onto the street – and in so doing **they block the sidewalk**. Nearly Every. Single. Time!
- Casey's primary exit would be east onto Main Street – meaning drivers will have the morning sun shining directly into their eyes as they drive cross the Volksweg.
- When turning to the right to enter a street, many drivers (not only those in a hurry or those trying to beat oncoming traffic or those on a repeat beer-

run) will *only* check for vehicles approaching from the left. Since they are not crossing a lane of oncoming traffic they fail to see/look for pedestrians approaching from the right. In the past couple of years I have witnessed two pedestrians struck by vehicles that were entering Main Street under this exact situation. I have personally had to leap backwards when crossing University Street at its intersection with Main Street under protection of a green light. An approaching driver stopped their car for the red light, only looked left, saw no approaching cars and then proceeded to turn right as I was legally crossing in front of them – never seeing me. It will only be a matter of time before a child is injured or killed in this exact type of accident, which *will* occur if Casey's is allowed to build in this location.

Common sense dictates that a vehicle attempting to enter or exit a commercial driveway every nine or ten seconds is bound to create severe problems – both to pedestrians and through-traffic alike. One further point to bear in mind was recently brought to light through a study performed by Jim Nieboer. He found that there is not another Iowa town of similar size to Pella that has this large of a Casey's located on a two-lane street. Every other one is situated on at least a three or four-lane road.

I believe that the safety items I have listed are reasons for very real concern. If you doubt my survey results, then I encourage the city to perform better, more in-depth traffic and safety studies. Until that time, *please* do not approve Casey's PUD rezoning request. Further, Pella's outdated zoning ordinances (ones so old that they don't even define a gas station canopy, let alone allow it to be considered in making zoning decisions) desperately need to be updated. For these reasons, plus the many other concerns already related by other Pella citizens, I plead with the council to deny Casey's rezoning requests and place a moratorium on all further rezoning while there is still time.

I sincerely thank you for your faithful consideration regarding the future and safety of our community.

Bruce Boertje

614 Monroe St.

Pella, Iowa

**From:** Nieboer, James

**Sent:** Monday, September 05, 2016 7:52 AM

**To:** 'mark@dejonggreenhouses.com' <[mark@dejonggreenhouses.com](mailto:mark@dejonggreenhouses.com)>;

'tbokhoven@iowatelecom.net' <tbokhoven@iowatelecom.net>; 'elsvan@iowatelecom.net' <elsvan@iowatelecom.net>; 'ljpeterson60@gmail.com' <ljpeterson60@gmail.com>  
Cc: 'eagleelectric@iowatelecom.net' <eagleelectric@iowatelecom.net>;  
'mayor@cityofpella.com' <mayor@cityofpella.com>  
Subject: Casey's PUD

Dear Members of Pella City Council,

Attached please find a comparison of Casey's General Stores located across the state of Iowa. I reviewed 15 small towns similarly sized to Pella and compared the number of fuel pump islands of existing Casey's Stores with the number of traffic lanes of adjacent streets. When I did the analysis, I was looking for how many of these small towns have a Casey's General Store with six fuel pump islands.

In the tab titled "Comparable Town Locations," please note that 36 of the 37 locations have just two to four pump islands. Only one store out of the 37 locations has six pump islands and that one serves the traffic coming off of Interstate 80, Exit 164 in Newton, IA. In fact there is a nearly a 1:1 correlation of the number of traffic lanes and the number of pump islands.

The attached file also includes a worksheet showing examples of the Iowa locations of Casey's Stores with six pump islands. Again, please note that these stores are located on major thoroughfares in major metro areas such as Des Moines, Cedar Rapids, and Council Bluffs. They are usually co-located with large high impact commercial entities like a Wal-Mart, Lowe's and Home Depot or with strip malls such as the one in Ankeny at the intersection of Oralabor Road and Highway 69.

It is quite clear from this analysis that the Casey's PUD proposed for the 500 block of Main Street is massively oversized and completely inappropriate for a street with only 2 traffic lanes. Obviously Casey's business model is incompatible with the proposed site as indicated by their own business practices and preferences for siting such a large store. If such a development was allowed in Pella, it should be only at a location adjacent to one of the Pella exits along Highway 163.

This is an opportunity for the Council to demonstrate visionary leadership. I urge the Council to disapprove of the Casey's PUD and then encourage development more aligned with the city's Comprehensive Plan that meets the city's housing needs, encourages a pedestrian friendly corridor and preserves Pella's unique Main Street aesthetics which attracts so many visitors to our town.

Respectfully,

Jim Nieboer  
514 Broadway Street  
Pella, IA

**From:** Nieboer, James [<mailto:JDNieboer@Pella.com>]  
**Sent:** Monday, September 05, 2016 8:49 PM  
**To:** Mike Nardini <[mnardini@cityofpella.com](mailto:mnardini@cityofpella.com)>  
**Subject:** PUD process questions

Hi Mike,

I had a couple of process questions regarding the Casey's PUD.

1. Is a member of the public allowed to request all three readings of the ordinance? At what point during the meeting can a request be made? Can the applicant request a waiver of the second and third readings?
2. Can a member of the public request that a full comprehensive traffic study be conducted?
3. We noticed that some aspects of the Casey's site plan have changed such as the height of the fence being dropped to just 6 feet when earlier site plans had a higher fence. If the PUD is approved, is there opportunity for further input to the site plan? Does such input have to occur prior to approval or anytime during development? Who is involved: Public Works, adjacent property owners? How does that process work? We're not conceding that the PUD will be approved and we're working hard to oppose it; however, we want to be aware of what the next steps could be if the results are not in our favor.

Thanks for all the work you do for the citizens of Pella. We appreciate your fairness and professionalism in this controversial issue.

Best Regards,

Jim Nieboer  
514 Broadway Street  
Pella, IA

**Mike Brown**

---

**From:** Renee <patragreek@yahoo.com>  
**Sent:** Sunday, August 21, 2016 8:30 PM  
**To:** Mike Brown  
**Subject:** Fwd: Concerned resident

Dear Mr. Brown,

I'm forwarding my letter to you. Sorry, didn't know who to send it to.

Thank you,  
Renee and Kosta Bastas

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

----- Original message -----

**From:** Renee <patragreek@yahoo.com>  
**Date:** 08/21/2016 5:30 PM (GMT-06:00)  
**To:** jbyers@cityofpella.com  
**Subject:** Concerned resident

Dear Mr. Byers,

My name is Renee Bastas and my husband is Kosta Bastas. We live on 706 Independence St. In beautiful downtown Pella. But unfortunately this could all change and we could be smelling fumes, shining lights in our restored home and many other factors that we have brought before the board in the pass meetings.

It states in first paragraph of the Planning and Zoning website how Pella should be preserved.

We are not against Casey's we are against the location.

Please forward this letter to the rest of the members on the Planning and Zoning .

Thank you,

Renee Bastas

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

## Mike Brown

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**From:** Jerry Byers  
**Sent:** Monday, August 22, 2016 7:04 AM  
**To:** Mike Nardini; Mike Brown  
**Subject:** FW: Proposed PUD zoning

**From:** Adam Hale [mailto:haleaj1@gmail.com]  
**Sent:** Sunday, August 21, 2016 6:01 PM  
**To:** Jerry Byers <jbyers@cityofpella.com>  
**Subject:** Proposed PUD zoning

Dear Pella Planning and Zoning,

We are emailing you today in regards to the proposed rezoning of the lot on the corner of Main and Union. Our first question/concern, would this PUD classification conflict with the City Council's recent rezoning of the same parcel of land?

We also noticed something in the City Zoning Codes that mentions if 20% of surrounding landowners submit a protest, such a change would require a 75% favorable vote by the City Council in order to be approved. Do we need a specific form to put this in action, or if we get names, signatures, and addresses on a paper does that suffice?

We have seen the proposed site plan for this go round and have some concerns. First of all, we would like to remind you all that the primary issue that lead to a vote against the previous plan was a matter of size of the proposed facilities that lead to an unfavorable number on the city's compatibility chart. Our opinion is also that such a store is not compatible in said location, not only based on size, but also based on looks. Those two things would make such a location in violation of at least 165.03 parts 3 and 4. The new drawing also has markings that show fire code's required 100 ft radius between tanks/pumps and nearby properties. It seems that at least two properties (ours being one) are really pushing those limits and a third (house on corner of Independence and Main) is actually for sure inside that limit which would make this plan unfeasible. We would also like some clarification on those lines showing the radii as they seem to be drawn with the outside line being 100 ft from the center of the homes. Shouldn't those be drawn from the outer walls of the nearby homes in order to provide a more accurate distance? One more question regarding these pumps and tanks being so close: Does such a close proximity take away surrounding owners' option to someday build an addition? It seems that if it's unsafe to build pumps that close to homes, it would be just as unsafe to build homes that close to pumps. Taking that option away from people would not seem to be ethical.

One thing that we would also like to see/hear in this whole ordeal is how a Casey's in this spot would be a benefit to the community. What's obvious is how this would benefit the landowner and even a large corporation such as Casey's, but it is very difficult to see how this would benefit the city (let alone the surrounding neighborhood) even if other Casey's locations are closed. As has been mentioned in prior meetings and letters, it seems there are more appropriate and beneficial uses of this land.

We also can't help but feel that Casey's is working hard to push this through in beautiful Pella in order to feed their agenda. If this passes here, they will be able to go to other primarily residential neighborhoods in other cities and say, "Look, even Pella was fine with this."

Please continue to stay strong as you stand up to such a large corporation. Please continue working to preserve the charm of Pella and it's main corridor.

Thank you for your time,

Adam and Jacqueline Hale, 704 Independence Street

August 21, 2016

Dear Planning and Zoning Commission members:

I would like to thank you for the work you have done on this commission and let you know that I appreciate the difficulty of your job in the past months. For all of our sakes, I hope that this matter is resolved soon.

In considering a change in zoning to a PUD in the 500 block of Main St, I think there are a number of things in our city code to consider:

- First, I would like to present a protest that has been signed by every property owner on the block with the exception of Casey's.
- Second, I would first like to read the meaning of Compatible from the City Code 165.10 #35
  - "Compatibility" means the degree to which two or more different land use types are able to exist together in close proximity, with no one use having significant negative effects on any other use.
  - We have addressed the significant negative effects of the lights from Casey's glaring in our bedroom windows, the noise from additional traffic, the smell from gas, garbage, and grease interceptors, and safety for pedestrians and bicyclists to name a few.
- Third, I would like to site several city codes to help show that Casey's should not be in the vacant lot on Main St
  - Code 165.18
    - \* B. Parking areas shall be located along the side of buildings or in the rear of the building. *In no case shall off-street parking be allowed in any front yard setback or in the front of buildings except for the following:*
      - (1) Existing industrial parking areas in the front of buildings or required front yards are exempt from this requirement, including additions to existing industrial parking areas.
      - (2) New industrial parking areas may be located in the front of buildings or in the required front yard provided that berming and a Type A screen with evergreen trees is planted in accordance with Section 165.31.
    - \* I think this makes is pretty clear that there should be no parking in front of the building. I believe the Board of Adjustments denied one variance based upon this code already.
  - Code 165.18 #3 states
    - \* (3) New Commercial Construction.
      - a. The total square footage (building footprint area) of any new

- \* commercial building shall not exceed 125% of the average of the square footage of buildings within one block on both sides of the property in question.
- \* It is my understanding that the size of the new Casey's has been based upon the average of buildings across the street which would be in front of the building. To be consistent perhaps the size should be based on 125% average of the buildings within 200' (the same buildings which received the letter)
- o Code 165.04 CONSISTENCY WITH COMPREHENSIVE PLAN states
- \* The City of Pella intends that this Zoning Ordinance and any amendments to it shall be consistent with the City's Comprehensive Plan. It is the City's intent to amend this chapter whenever such action is deemed necessary to keep regulatory provisions in conformance with the Comprehensive Plan.
- \* It would seem to me that this section states that ANY AMENDMENTS TO ZONING need to be consistent with the presentation regarding zoning and the comprehensive plan and changed the comprehensive plan to match city staff's zoning rather than changing the zoning of this area to match the zoning.
- \* Given that the Comprehensive Plan was changed, on what seems to be the whim of the city council, the Comprehensive Plan still states that the Zoning Area CUC

Land Use Category	Use Characteristics	Features and Location Criteria
Mixed Use (Includes Medical & Assisted Living)	Can include a range of low-impact commercial uses, higher-density residential uses, and small office. Provides for daily convenience shopping and service needs of nearby residents.	Typically located at intersections of higher order streets: collectors and arterials. Developments should relate well to adjacent properties and provide appropriate transitions from higher intensity uses to lower intensity uses. Pedestrian traffic should be encouraged, using a neighborhood scale design where appropriate. Signage, landscaping and site features should respect neighborhood scale and quality. Avoid large expanses of parking visible from major streets. Could be located in areas zoned as CUC (Commercial Mixed Use Urban

- o Some have argued that Main St being business 163 is a higher order street. I would maintain that because it is a 2-lane street and cannot be enlarged to even include a turning lane that it is not a higher order street. In addition, Union Street is not a higher order street and was not built for heavy truck traffic but would need to be used by semi's to refill gas tanks and refill the store's inventory.

• **165.05 CONFLICTING PROVISIONS**

- \* The Zoning Ordinance shall be held to provide the minimum requirements necessary for the promotion of the public health, safety and welfare. If any provision of the Zoning Ordinance conflicts with any other provision of the Zoning Ordinance, any other Ordinance of the City of Pella, or any applicable State or Federal law, the more restrictive provision shall apply.
- \* G. Conflicts. Where there is conflict between this subsection and any other code or ordinance of the City, the more specific provisions shall apply.
- \* In this case the more specific provision would be the "Overlay district" [which] means a district established by this Ordinance to prescribe special regulations to be applied to a site only in combination with a base district" In this case we would be referring to the Gateway District Overlay Zone and as I have read earlier this zoning code restricts parking to the side and back of the building.
- \* As you know, the council just recently passed a change to this overlay zone that requires new houses built in that zone to be built in keeping with the style of the other houses in that area, specifically the style of houses that were built when Pella was first established. This, by the way, does not mean houses that look like they do in Holland but houses that reflect what our ancestors built when they came to this country. One would assume that if we would like the houses to reflect the charm of our community, we would not want a hyper-Casey's to be

Corridor) or PUD or CPD (Planned Unit Development and Commercial PUD)

built in this zone, which would completely conflict with the charm of this area. If we would allow these two types of structures to be built side-by-side we would look like a cobbled together community, which is what the Comprehensive Plan and zoning should protect against.

- o 165.14 talks specifically about PUDs and states "When an area of land is developed under this section, various provisions of the platting and subdivision requirements may be waived, zoning district requirements pertaining to landscape buffers and setback restrictions. ... However, it is not the intent of this section either to permit a mixture of totally unrelated uses to be developed or to allow the fundamental purposes of the zoning, platting and subdivision provisions of this Code to be ignored. It is the intent of this section to permit the establishment of unified developments with differing land uses arranged so as to be compatible with one another, with the site to be developed and with the surrounding area. In no event shall the basic purpose or intent of the zoning, platting and subdivision provisions of this Code of Ordinances be violated."
- o 165.03 talks about the purpose of zoning

The purposes of the Zoning Ordinance of the City of Pella are to:

1. Serve the public health, safety and general welfare of the City and its jurisdiction.
2. Classify property in a manner that reflects its suitability for specific uses.
3. Provide for sound, attractive development within the City and its jurisdiction.
4. Encourage compatibility of adjacent land uses.
5. Protect environmentally sensitive areas.
6. Further the objectives of the Comprehensive Development Plan of the City of Pella.

\* It would take a lot of twisting of words and intentions for Casey's attorneys to convince me and I hope you, that their store would not violate the intent of a PUD, the purpose of our zoning codes, or the purpose of the Comprehensive Plan.

\* Casey's, and I might add councilman Bokhoven, twisted the words of the Comprehensive Plan for their own intents and purposes. Their arguments DO NOT reflect what our zoning codes and the Comprehensive Plan intend for this community.

- o Finally, the area that Casey's would like to move to is slated to be the city's first National Register Historic District. Our city encourages tourism. Heritage tourism brings money to the community. It brings money to local businesses. Homes in this National Register Historic District would be eligible for state tax credits. Historic tax credits are beneficial to states and communities. This government program generates far more money than it gives out. This program also creates jobs...good job.

I urge you to turn down Casey's request. They are not located within a two blocks of the square in Knoxville and I do not believe they are located within two blocks of the square in Oskaloosa. They removed themselves from their location near the square in Monroe. If they were close to the square in Grinnell, they would be located on a 4-lane street, which I believe has a turning lane. Why is it so urgent that they are close to our square? Why do they need the foot traffic from our square and not the foot traffic from the squares of other communities? Why must we bow to the wishes of a corporation owned by mutual fund companies, when the success of our community is because of LOCAL corporations and businesses?

Respectfully,

Rhonda Kermode  
510 Broadway Street  
Pella, Iowa 50219

## Mike Brown

---

**From:** Mike Nardini  
**Sent:** Monday, August 22, 2016 8:21 AM  
**To:** Mike Brown; Ronda Brown  
**Subject:** FW: Hyper caseys

Mike and Ronda --

Please include the following e-mail in our written records.

Mike

Mike Nardini  
City Administrator  
City of Pella  
825 Broadway  
Pella, Iowa 50219  
Phone (641) 628-4173  
Fax (641) 628-3120

**From:** Cathy Haustein [mailto:hausteinc@gmail.com]  
**Sent:** Saturday, August 20, 2016 4:01 PM  
**To:** Mike Nardini <mnardini@cityofpella.com>  
**Subject:** Fwd: Hyper caseys

For the records. Forwarded with permission.

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

**From:** Denny McDaniel <denmcd@gmail.com>  
**Date:** Sat, Aug 20, 2016 at 2:52 PM  
**Subject:** Hyper caseys  
**To:** [hausteinc@gmail.com](mailto:hausteinc@gmail.com)

My name is Dennis McDaniel and I live at 606 Independence St. near where the new hyper caseys would like to build.

I am 60 years old and retired from 3M, and have lived in this community for 24 years. My wife and I are opposed to the hyper caseys in our neighborhood. We are now looking to downsize and find a nice place to live out our lives in a safe and quiet neighborhood.

We visit the community center for senior meals and often visit the public library. Will putting a hyper caseys between our home and these sites provide a safe route to these buildings?

City zoning codes.

165.03 PURPOSE.

"The purposes of the Zoning Ordinance of the City of Pella are to:

1. Serve the public health, safety and general welfare of the City and its jurisdiction."

The site of the hyper caseys would be a much better fit as public housing for people just like me and my wife.

In reading the Pella comprehensive plan I see by far the fastest growing group of people in our city is from age 50 - 59.

People nearing retirement age.

(see figure A2 "Pella population by age 2000-2010")

This clearly shows that any planning for the city of Pella should include retirement living or housing development.

In reading the Pella zoning codes further

I find this;

165.05 CONFLICTING PROVISIONS.

35. "Compatibility" means the degree to which two or more different land use types are able to exist together in close proximity, with no one use having significant negative effects on any other use."

As a member of this community I can tell you having a hyper Caseys in my neighborhood is NOT compatible with my family and all the many others in my community.

Please consider what would you like to have in your backyard does a hyper Caseys fit in your community?

Thank You

Dennis McDaniel

641-629-6428

## Mike Brown

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**From:** Mike Nardini  
**Sent:** Monday, August 22, 2016 8:25 AM  
**To:** Ronda Brown; Mike Brown  
**Subject:** FW: PUD -- Casey's  
**Attachments:** PlanningCriteriaLocationPetrolFillingStation.pdf; Hyper gas station images.pdf

Please include this e-mail in the written record for the PUD public hearing.

Mike

Mike Nardini  
City Administrator  
City of Pella  
825 Broadway  
Pella, Iowa 50219  
Phone (641) 628-4173  
Fax (641) 628-3120

**From:** Mansueto, Jim [mailto:MansuetoJ@pella.com]  
**Sent:** Sunday, August 21, 2016 9:35 PM  
**To:** Mike Nardini <mnardini@cityofpella.com>; Pella Mayor <mayor@cityofpella.com>; mark@dejonggreenhouses.com; tbokhoven@iowatelecom.net; elsvan@iowatelecom.net; eagleelectric@iowatelecom.net; ljpeterson60@gmail.com; cagan@co.marion.ia.us; jgchome@jcl1.com; hausteinc@gmail.com; robinpfa@msn.com; vandermolen@mahaskacounty.org; gvv1301@gmail.com; midtowntireco@lisco.com; avisser@windstream.net; terivos@vermeer.com  
**Cc:** Haman <haman.haman.haman@gmail.com>; Rhonda Let mode <rskermode@gmail.com>; Nieboer, James <JDNieboer@Pella.com>; 'Jody Mansueto' <jodymansueto@gmail.com>  
**Subject:** PUD -- Casey's

Dear Planning & Zoning and City Council Members,

I remain completely flabbergasted that a hyper gas station continues to be considered for the 500 block of Main Street in Pella. Of all plans presented, this latest layout is the most detrimental to the nearby neighborhoods and downtown area.

I was astounded to see the 6 pumps are now in a single file layout. Has anyone staked out this layout or visited other sights where such a large and obtrusive canopy is in existence? I have never seen a layout for a gas station like this one. Does one even exist? Has anyone from P&Z or City Council visited a site of this layout to understand the size and impact on the community? Especially within a residential neighborhood?

I have attached an image of a Casey's with 6 pumps that are "doubled up". It is still totally inappropriate for a downtown area. Notice how insignificant a semi-truck looks in the image. A filling station of this size is best suited for the location it is in -- off an interstate highway.

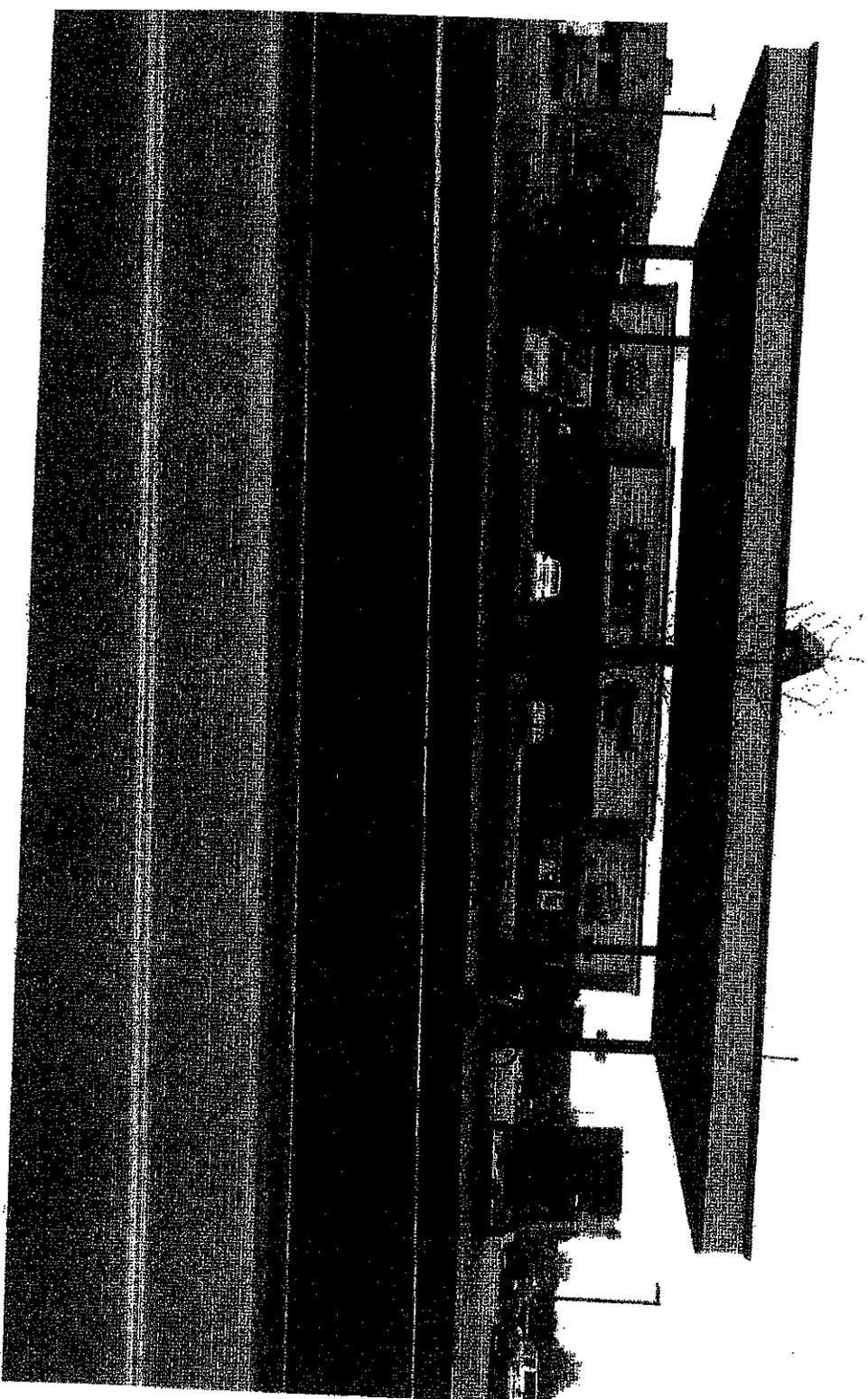
I have also attached the guidelines the EPA recommends for petroleum stations. Casey's does not meet the minimum setback requirements, greenspace requirements, or site fencing requirements. In addition, it violates the EPA requirements for its proximity to the Pella Public Library and Community Center.

As a reminder, other developers are interested in this land for developments that fit within the comprehensive plan for the city of Pella. I have attached an image of a development by an interested party in Des Moines.

Please understand, I very much love this community. My passion is only borne out of concern for this special place we all call home. We cannot make a mistake and permit this development. I urge all P&Z members and City Council members not to approve the PUD request for the Casey's hyper gas station.

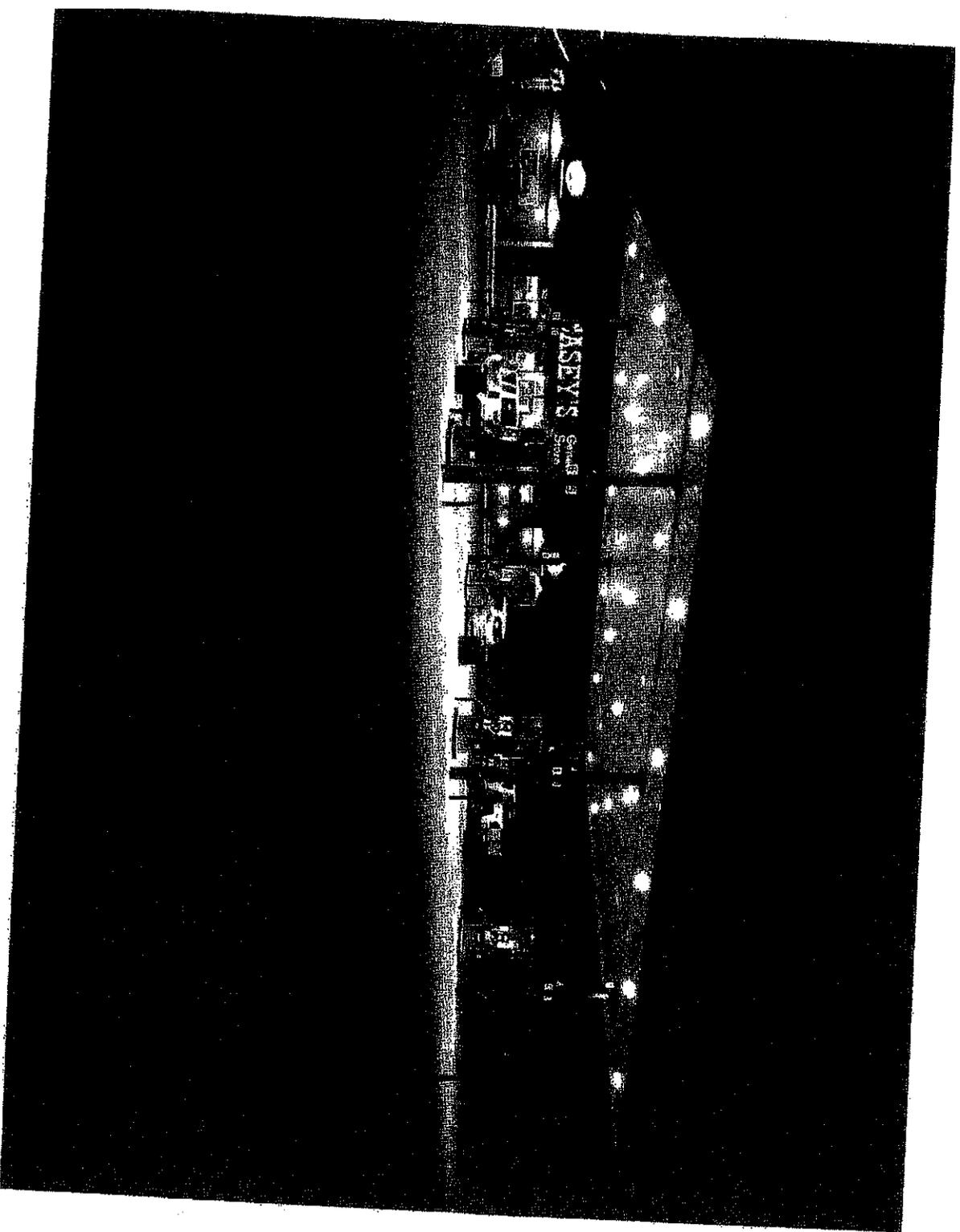
Sincerely,  
Jim Mansueto  
1304 Main St  
641 629 6279

P.S. Please forward to Mr. David Landon. His email link was not working on the city website.



*The proposed canopy  
for the proposed hyper  
gas station in Pella  
would be twice as wide  
as this canopy. --  
practically the entire  
city block!*

*Note how small a semi  
truck looks.*



*Is a lit canopy twice as  
wide as this one what  
we want for "Our Touch  
of Holland"?*



*The developers of this development in historic Sherman Hills area of Des Moines is interested in building something similar on the site. It could be a win-win situation for all parties involved, but first this PUD for a hyper market gas station has to be denied.*

## PLANNING CRITERIA FOR LOCATION OF PETROL FILLING STATIONS

1. Stations should be located within a growth center or an urban area except in circumstances where it can be shown through appropriate studies that the need exists otherwise.
2. Land should be zoned for commercial/industrial use or be designated specifically for the purpose in a subdivision.
3. Stations should be located at a minimum of 500 ft. from any public institution such as schools, churches, public libraries, auditoriums, hospitals, public playgrounds, etc.
4. Area of land to be developed should be sufficient to allow maneuvering of vehicles within its cartilage but should not be less than 12,000 sq. ft. with a minimum frontage of 300 ft. on the primary street.
5. Filling Stations will not be allowed in any area where the traffic situation is such that it will cause obstructions in entering or leaving a station, or on tight curves where visibility is not adequate.
6. Vehicular access/egress/crossover should be reasonably safe with adequate approach distances especially where main roads and intersections are involved.
7. Wherever possible, stations should be erected on level rather than sloping site to prevent rolling or discarded materials such as cans, drums, etc.
8. When sited in shopping centers, stations should be located in an isolated area of the development as long as planning criteria are met, example, set back.

9. Environmental impact on streams, lakes, ponds, aquifer, etc., will be taken into consideration. An Environmental Impact Assessment may be required from the applicant.
10. Buildings are to be located a minimum of 40 ft. from road property boundaries to provide adequate area for maneuvering of vehicles in the service area.
11. Canopies and supports over pumps and service equipment when located less than 20 ft. from interior residential lot lines or building or structure should be constructed of non-combustible material.
12. Petrol pumps shall be located a minimum of 100 ft. from any residential building.
13. No fuel pumps or other mechanical equipment shall be installed so as to permit servicing of motor vehicles standing in a public street or highway.
14. All service areas should be paved to avoid dust nuisance.
15. Exterior design of the building should be compatible with adjacent development and should be such that it is not detrimental to property values in the area.
16. In a residential area a landscaped open area 10 ft. wide shall be provided along the rear property boundary and 15 ft. wide along the side proper boundaries, and be separated from paved area by curb or other barrier.
17. Where the site adjoins the side or rear boundary of a residential lot, a solid wall 10 ft. in height should be constructed and maintained along that lot boundary.
18. A raised curb of at least 6" in height should be erected along street property lines except for driveway openings so as to prevent operation of vehicles on sidewalks, and to define entrance/exit points.

19. Signs should be accordance with the Advertisement Regulations and should be located so as not to reflect the sun into the face of motorists and should be large enough so that they can be seen from a reasonable distance at a reasonable speed.
20. Stations are to be equipped with fire-fighting and fire protection equipment installed in accordance with the requirements of the Fire Department.
21. Each tank shall be vented to the atmosphere outside of buildings by means of an independent vent pipe which should not be less than 12 ft. in height or 2 ft. above the top of the nearest adjacent building.
22. All volatile flammable liquid storage tanks shall be installed below ground in compliance with the requirements of the Ministry of Construction (Works).
23. Integral containers of adequate design and capacity should be provided for solid waste, such as discarded cans, bottles, etc.
24. Proper facilities for storage and disposal of used and waste oil and gas must be provided.
25. Waste water from the washing of motor vehicles et cetera and sewage disposal should be to the satisfaction of the Health Authorities.
26. Notice of intent to construct and operate a Petrol Filling Station should be posted on the site and gazetted to enable and to enable adjacent owners within a specified radius to object if they so desire.
27. Fuel should be stored in double walled container to minimize leakage and prevent contamination of ground water.
28. Normally no access to nor egress from a filling station shall be closer than 150 ft. to any road intersection or 250 ft. from the intersection of two main roads.

29. Other development criteria are given in the Filling Station Development Orders.

### GUIDELINES TO APPLICANTS

1. Filling Station is defined as any land, building or equipment used for the sale or dispensing of petrol or oils for motor vehicles or incidental thereto and includes the whole of the land, building or equipment whether or not the use as a petrol station is the predominant use or is only a part thereof.
2. Any erection or alteration of building or equipment for the sale of petrol or oils for motor vehicles on any land or the change of use of land or buildings from any other use to that of a filling station shall be in accordance with the provisions of the Development Order and permission granted by the Town and Country Planning Authority thereunder.
3. All applications for permission to erect a filling station should be made to the local planning authority/Parish Council in the parish in which the proposal is to be located on a form issued and obtainable from that authority.
4. Each application is to be accompanied by at least five (5) copies, or the number printed on the application forms, of:
  - a) A Plan sufficient to identify the land to which it relates;
  - b) Plans and drawings as are necessary to describe and illustrated the development in detail.
5. The Planning Authority may request an applicant to produce evidence to verify any particulars of information given in an application.
6. In dealing with applications, the Authority will afford the applicant, if he/she so desires, an opportunity of appearing before and being heard by a person appointed by the Authority for the purpose.
7. The decision of the Authority can be appealed to the Minister responsible for Planning as set out in the Development Order.
8. Under the Law it is a requirement that permission for the erection of a filling station anywhere in the island be obtained from the Planning Authority.

To: City Administrator, Mayor, and Councilmen, City of Pella

Re: Proposed Casey's New Location

Gentlemen,

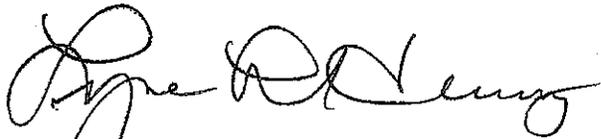
I have followed closely what has been developing with regard to Casey's building a Mega Store at the corner of Main and Union. There are questions, we as Citizens certainly have, that we are not getting answers to. Hopefully this will be corrected. As you consider your decision in this regard, I hope you will consider the following questions carefully:

- Why are you considering ignoring the Comprehensive Plan for which the City spent \$85,000 taxpayer dollars and many of us spent countless hours giving input?
- If the Comprehensive Plan is to be ignored, can we assume our leaders will never commission another such plan??
- Has Council considered how Councilman VanderBeek misled those living near the proposed site by telling them there would not be a Casey's put there?
- Do you "really" have a grasp of what traffic is going to be like at the new site???
- Why has Council refused to acknowledge the need for a Comprehensive "Traffic" and "Environmental" study?
- Were other sites suggested to Casey's for this store, some that are already zoned properly for such?
- Do you "honestly" feel it makes good sense to place this kind of high traffic gas and beer sales business right next to our Community Center, Library, and Bike Trail?
- Why does Casey's, if they want to be a good partner with the city, fail to belong to the Chamber or to contribute to the many causes we always need funding for?
- Is the "real" reason you appear to support this is because of Casey's threat of a law suit?
- If we buckle to Casey's now, how long before others will try the same tactic?
- If we give into them, are we to assume they are more important for Pella's future than are our leaders whom we elected?

- If "any" of you had a nice home next to such a property, would you "really" be voting the same way?
- If this establishment is built, are you confident that when your time on Council ends, that you will be able to look back proudly at your decision in this matter?

Thank you for your time and effort on behalf of we Citizens and I sincerely hope that you will vote against allowing this store to be put in definitely a wrong location.

Sincerely,



Lynne L. Henry  
lynne42655@yahoo.com  
1710 W. 3RD ST.  
PELLA, IA 50219



Petition No.

160906

Name: Entered into the Record—Citizens Regarding Casey's

Date: September 6, 2016

Comment: Casey's

September 6, 2016

~~Are you sure?~~

I appreciate the difficulty of your decision and I know you must be tired of hearing many of the same issues again and again. Unfortunately, I may be bringing up some of those same issues again. I also believe the threat of a lawsuit hanging over your heads, really over all of our heads, causes even more stress in making this decision. As a concerned group of citizens, we hired a consultant from Community & Environmental Defense Services. They have helped many communities in Iowa, such as Waterloo, deal with issues such as this. I would like to summarize some of their findings for you and hopefully lessen Casey's threats and make it easier to do what is right for our community rather than accommodate the wishes of a bully.

Mr. Klein, from CEDS, looked at the impacts to the city of Pella and its citizens of a convenience store in this location.

- 1) Release of emissions during vehicle fueling that pose a threat to the health of area residents. Maybe this could be compared to 2<sup>nd</sup> hand smoke.
- 2) Placing an incompatible use in a residential area
- 3) Lowering the value of nearby homes
- 4) Degrading the integrity of an area under consideration for historic designation - in fact I just received a letter from Sara Andre stating that we are close to finalizing this and thus residents would be eligible for tax credits now.
- 5) Causing blighting should the proposed store/gas station eventually close then deteriorate over time before development occurs.
- 6) Losing a site along the business corridor that could be developed with a use that better enhanced the economic core of Pella. I believe this is called a lost opportunity cost.

As councilmen, you are representatives of the citizens. Your job is to look out for the needs of the community. This duty is spelled out quite clearly in the city code 165.03 which lists the purposes of our zoning codes.

The first impact, threat to health, conflicts with Table 1.4 of the Comprehensive Plan which states that residential areas "should be insulated from adverse environmental effects including, noise, smell, air pollution, and light pollution." Traditionally, I think of insulation as a barrier that stops the transfer of cold air to warm air or vice versa in a structure. The small barrier Casey's proposes would not keep out noise, smell, air pollution or light pollution. Section 165.14.3.B of the City of Pella Zoning Ordinance requires conformance with the Comprehensive Plan to approve a PUD. The threat to public health posed by gas station emissions also conflicts with the following purposes set forth in 165.03 of the City of Pella Zoning Ordinance.

- 1) Serve the public health, safety and general welfare of the city and its jurisdiction.
- 4) Encourage compatibility of adjacent land uses
- 5) Protect environmentally sensitive areas
- 6) Further the objectives of the Comprehensive Development Plan

Johns Hopkins found that on average 40 gallons of gasoline a year are spilled at the pumps of a typical gas station. Gasoline can penetrate the concrete pads at fueling positions. This is an issue if even a small percentage reaches the soil. For most, this is just an issue of contaminated soil, which leads to a depreciation in property values. For Pella, the water table is very high in this area which could lead to soil contamination in much greater distances. The health risk is due to benzene which is a know carcinogen.

With reference to property value, we heard from Ms. Krell that property value actually increases next to a gas station. She sent a report to the city from Mr. Hughes to support this claim. His opinion is supported by an Atlanta, Ga study of the effects of commercial property on residential property. That study documented initial negative effects but then said there is an increase in value over the long term. The increase comes in to play if the homes are sold for commercial development. I don't see any future plans for most of the homes affected by this to be rezoned commercial. This study also does not specify what is located on the commercial property other than "retail." I tend to think that a convenience store is not what this study was discussing. A study that more specifically talks about residential property values associated with a convenience store is a 2006 study in King County Washington which noted a negative effect when residential property was located within 250' of commercial uses. Convenience stores and gas stations can lower property value of nearby residential properties due to the perceptions of prospective home buyers. These perceptions include concerns just like ours - health risks, increased crime, and late night noise. The property value experiences the most severe negative property value effect when a site becomes contaminated due to leaks. A study of 87 contaminated sites in Cincinnati, OH found that residential properties within 1000' suffered an average property value loss of 20%. That is the average. One would assume that homes closer to the site take a bigger hit.

Code 165.36 in the City of Pella Zoning Ordinance requires consistency with the comprehensive plan to grant site approval. Section 165.14.3.B requires conformance with the comprehensive plan to approve a PUD. The property value benefits of various actions are cited in the Pella Comprehensive Plan. Any action which has a negative effect on property value is therefore contrary to the plan.

The property value issues posed by the gas station also conflict with the following purposes set forth in 165.03 of the Zoning Ordinance

- 1) Serve the public health, safety, and general welfare of the city and its jurisdiction.
- 4) Encourage compatibility of adjacent land uses
- 6) Further the objectives of the comprehensive plan.

It is my understanding that district courts only overturn 1-2% of a city council's decisions because as the citizens' representatives, they are carrying out the will of the people. Generally a betting man doesn't bet on those kinds of odds and as our representatives, our voice, I don't see how you could deny our wishes in favor of Casey's for odds like those. Only if there is great negligence would they overturn that decision. Our city codes show that you certainly would NOT be negligent in denying Casey's request for a PUD.

I can understand the fear of a lawsuit. Even Casey's understands the fear of a lawsuit and cautions their stockholders in their 2016 annual report about things that can go wrong and reduce their dividends. One such warning is regarding inherent dangers and I quote, "Our operations are subject to significant hazards and risks inherent in transporting and storing motor fuel. These hazards and risks include but are not limited to, fires, explosions, traffic accidents, spills, discharge and other releases, any of which could result in distribution difficulties and disruptions, environmental pollution, government imposed fines or clean up obligations, personal injury or wrongful death claims and other damage to our properties and the properties of others." Please support your citizens and deny this PUD.

*Rhonda Kermode*

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**FW: Intensive Survey for Collegiate neighborhood historic district**

5 messages

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**Andre, Sara [DCA]** <Sara.Andre@iowa.gov>  
To: "rskermode@gmail.com" <rskermode@gmail.com>

Tue, Sep 6, 2016 at 12:14 PM

Rhonda-

I sent this earlier this morning but I had a different email for you. I'm not sure which one is correct or better, so I'm forwarding it to this email as well. FYI, if homeowners are interested in the state tax credit program, they can start the process. I'd be happy to talk to you or homeowners about it if there are questions.

Sara

---

**From:** Andre, Sara [DCA]  
**Sent:** Tuesday, September 06, 2016 11:56 AM  
**To:** 'William Colgan Page'; Rhonda Kermode; Davis Folkerts  
**Cc:** Mohr, Paula [DCA]; Foster, Beth [DCA]  
**Subject:** Intensive Survey for Collegiate neighborhood historic district

All-

My apologies for the delays, I certainly did not intend for this much time to pass. I've reviewed the information provided in the updated survey forms. We think that the information supports an eligible historic district and recommend moving forward with the next step with the completion of a draft National Register (NR) nomination. Please see the attachment for the SHPO review schedule for National Register nominations, which outlines our review procedures and submission deadlines.

I'm sure Will is familiar with the benefits of listing in the NR, however here is some information from the National Register section our website:

A property listed in the National Register of Historic Places benefits from recognition of the property's historic, architectural or archaeological significance. Listed properties are also taken into account during various preservation and development projects.

Additional benefits include:

- National recognition of the value of the properties to the nation, state of Iowa and community
- A tool for local planning, heritage tourism and education

- Provides for review of any federally licensed, financed or assisted projects to determine its effect on historic properties
- Eligibility for federal and/or state income tax credit
- Provides consideration in the decision to issue a surface coal mining permit
- Provides qualification for federal assistance for historic preservation (such as planning and rehabilitation), when funds are available.

However, listing on the National Register of Historic Places:

- Does not ensure preservation or protection of a historic a property
- Does not restrict a property owner's private property rights or require that properties be maintained, repaired or restored; however, significant modifications may result in removal from the register
- Does not affect the use or sale of private property
- Does not stop federally assisted government projects
- Does not guarantee that grant funds will be available for all properties

#### Preservation Assistance

Private preservation efforts, spurred by a listing on the National Register of Historic Places, have resulted in a rise in the value of historic properties and in the creation of construction, business and employment opportunities. Documentation used for evaluating and registering historic properties is the basis for decisions about which properties merit tax incentives or state or federal assistance, in addition to how the properties should be treated to respect their historic character.

Please feel free to contact me with further comments or questions regarding this or the state tax credit program. Specific questions regarding the nomination process can be directed to Beth Foster at [beth.foster@iowa.gov](mailto:beth.foster@iowa.gov).

Sara

Sara André

Architectural Historian

State Historic Preservation Office

[sara.andre@iowa.gov](mailto:sara.andre@iowa.gov) | 515-242-6157 | [iowaculture.gov](http://iowaculture.gov)

***Save the Date!*** Preserve Iowa Summit: September 15-17, 2016 in Davenport

# My Perspective on the Pella Casey's Conflict

by Dale Van Donselaar

In the issue of the proposed construction of a new Casey's General Store at the corner of Main and Union Streets, I would like to lend some observations from my position as somewhat of an "outsider", that is, I don't really "have a dog in the fight" as do those whose residences are located in close proximity to the site.

1. **As it relates to the City of Pella** – it appears to me that the whole issue would be a moot point if the relevant personnel or committees would have brought the zoning regulations into compliance with the long range comprehensive plan. But since that is "water under the bridge", we need to seek a different solution.
2. **As it relates to the property owner** – I had understood that the parcel was going to be developed into some attractive condominium units, which would fit the comprehensive plan and add to the attractiveness of the Main Street corridor and the community as a whole.
3. **As it relates to Casey's** – I am a Casey's customer, both in Pella and when I am on the road. Casey's is one of those "familiar faces" that I gravitate to when I need gas, or coffee, or a quick lunch. So to have a shiny new Casey's store in Pella like the new one in Knoxville just 4 blocks from my home would be very convenient. And I can see why Casey's wants a centrally-located showcase establishment right in the heart of downtown Pella.
4. **As it relates to the owners of the properties adjacent to the site** – They have good reasons for opposing the placement of a very busy establishment next door. One by one the homes which had occupied the site, creating an historic established residential neighborhood, have been removed and the adjacent owners don't want their neighborhood turned into a commercial zone. And they along with other concerned citizens have worked very hard to communicate their opposition through the proper channels.

From all appearances, those voices are being ignored. The big Casey's Corporation has started to act like a bully – "We want that location or we'll take you to court!" And to save the city taxpayers thousands of dollars in legal fees, the city fathers appear to be caving under the pressure.

With the proposed plan the traffic from three locations would be funneled to one location in a block which already has entrance driveways to three other businesses plus a street intersection. And since there is not a turn lane on Main Street it is inevitable that the crossing and turning traffic would create traffic back-ups. Would Main Street need to be widened to accommodate a turn lane? Is the Main Street right-of-way even wide enough?

So, what is the solution? Obviously I don't have all the answers, but I would like to make some suggestions. I don't believe that all the options have been explored. It appears that once the proposed site was chosen, no other options were pursued.

Casey's wants to close three existing locations. Why not consider the possibility of retaining and updating the Main & Washington Street location, which is convenient for the central part of town. Then consider a redevelopment of the Oskaloosa & Clark Street facility. Perhaps you could work out a purchase of the Enterprise Rent-A-Car property and they could move to the old Dairy Queen property or the vacant property where the old Verrips Grocery store (that dates me!) was located.

Another possibility is the next block to the east – the old Boggie's service station – where Pella Motors at times displays vehicles but at other times the lot is vacant. There's also a vacant house at the east end of this parcel. I don't know if these properties are for sale, but I believe it would be worth exploring.

And one final possibility – there is now a large vacant property on the south side of Oskaloosa Street at the end of East First Street where the power plant had been. Unless the city already has plans for the future development of this property, I believe it should be given serious consideration for the new Casey's facility. These south end parcels are located in commercial areas and already have turn lanes on the street.

My conclusion is this – don't slam the door shut on possibilities other than the Main & Union location.

J-1

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>ALL AMERICAN TURF BEAUTY INC (1056)</b>						
09012016	CENTRAL PARK CHRISTMAS DECOR	09/01/2016	09/20/2016	1,737.42	09/16	100.5.08.6400.6499
Total ALL AMERICAN TURF BEAUTY INC (1056):				1,737.42		
<b>ALLIANT-IES (GAS) (1060)</b>						
082616120TRUMA	GAS SERVICE	08/26/2016	09/20/2016	1.20	09/16	350.5.05.8330.6371
082616140TRUMA	GAS SERVICE- COLL/DIST	08/26/2016	09/20/2016	12.41	09/16	350.5.05.8330.6371
082616140TRUMA	GAS SERVICE- COLL/DIST	08/26/2016	09/20/2016	12.41	09/16	300.5.05.8130.6371
082616LIB	GAS-LIB	08/26/2016	09/20/2016	39.38	09/16	100.5.03.4000.6371
082616WTP	NATURAL GAS- WTP	08/26/2016	09/20/2016	18.63	09/16	300.5.05.8120.6371
08292016-222	UTILITIES - GAS - 222 TRUMAN - EL	08/29/2016	09/20/2016	18.65	09/16	400.5.06.8588.9920
083016198LIFT	NATURAL GAS SERVICE	08/30/2016	09/20/2016	19.59	09/16	350.5.05.8320.6371
08302016 - PK	GAS - RED SHED - PK	08/30/2016	09/20/2016	19.83	09/16	100.5.09.4200.6371
0831164UNION	NATURAL GAS SERVICE	08/31/2016	09/20/2016	19.83	09/16	350.5.05.8320.6371
083116AIR	GAS BILL-AIR HANGER	08/31/2016	09/20/2016	17.43	09/16	115.5.05.2100.6413
083116AIROFF	GAS BILL-AIR OFFICE	08/31/2016	09/20/2016	17.43	09/16	100.5.05.2200.6371
083116PD	UTILITY - GAS EXPENSE - PD	08/31/2016	09/20/2016	263.71	09/16	100.5.01.1000.6371
Total ALLIANT-IES (GAS) (1060):				460.50		
<b>ALTEC INDUSTRIES INC (1067)</b>						
50026019	E7 TRUCK REPAIR - EL	08/17/2016	09/20/2016	732.50	09/16	400.5.06.8588.9660
Total ALTEC INDUSTRIES INC (1067):				732.50		
<b>AMAZON (1070)</b>						
081016LIB	ADULT DVDS-LIB	08/10/2016	09/20/2016	278.06	09/16	100.5.03.4000.6516
081016LIB	JUVENILE DVDS-LIB	08/10/2016	09/20/2016	203.10	09/16	100.5.03.4000.6517
081016LIB	ADULT BOOKS-LIB	08/10/2016	09/20/2016	386.63	09/16	100.5.03.4000.6529
081016LIB	JUVENILE BOOKS-LIB	08/10/2016	09/20/2016	85.19	09/16	100.5.03.4000.6534
081016LIB	EQUIPMENT-LIB	08/10/2016	09/20/2016	237.32	09/16	100.5.03.4000.6422
081016LIB	SUPPLIES-LIB	08/10/2016	09/20/2016	83.55	09/16	100.5.03.4000.6543
09092016 - CR	DUPLICATE - CREDIT	09/09/2016	09/20/2016	309.96-	09/16	201.5.00.7099.6725
09092016 - CR	DUPLICATE - CREDIT	09/09/2016	09/20/2016	280.93-	09/16	201.5.00.7099.6725
09092016 - CR	DUPLICATE - CREDIT	09/09/2016	09/20/2016	119.99-	09/16	201.5.00.7099.6725
09092016 - CR	DUPLICATE - CREDIT	09/09/2016	09/20/2016	17.13-	09/16	100.5.00.6100.6510
09092016 - CR	DUPLICATE - CREDIT	09/09/2016	09/20/2016	57.60-	09/16	100.5.04.4100.6310
Total AMAZON (1070):				488.24		
<b>AMER WATER WORKS ASSN (1082)</b>						
090216WTP	AWWA MEMBERSHIP	09/02/2016	09/20/2016	360.00	09/16	300.5.05.8100.6210
Total AMER WATER WORKS ASSN (1082):				360.00		
<b>AMERICAN BLINDS (1084)</b>						
4185243	WINDOW SHADE - PD	09/07/2016	09/20/2016	151.45	09/16	100.5.01.1000.6310
Total AMERICAN BLINDS (1084):				151.45		
<b>ARNOLD MOTOR SUPPLY (1126)</b>						
37-513163	VEHICLE SUPPLIES	08/25/2016	09/20/2016	22.66	09/16	115.5.05.2100.6330
37-513572	EQUIPMENT SUPPLIES	08/31/2016	09/20/2016	79.16	09/16	115.5.05.2100.6350
Total ARNOLD MOTOR SUPPLY (1126):				101.82		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>ARRENDELL, ANDREW J (6021)</b>						
69-61803-15	CREDIT BALANCE REFUND	09/02/2016	09/20/2016	76.54	09/16	001.1199
Total ARRENDELL, ANDREW J (6021):				76.54		
<b>AUREON COMMUNICATIONS (6029)</b>						
9/1-9-30/16	ENTERPRISE COMMUNICATIONS - EL	09/01/2016	09/20/2016	339.00	09/16	400.5.06.8588.9920
9/1-9-30/16	ENTERPRISE COMMUNICATIONS - EL	09/01/2016	09/20/2016	339.00	09/16	400.5.06.8562.9030
9/1-9-30/16	ENTERPRISE COMMUNICATIONS - EL	09/01/2016	09/20/2016	339.00	09/16	400.5.06.8592.9030
9/1-9-30/16	ENTERPRISE COMMUNICATIONS - EL	09/01/2016	09/20/2016	339.00	09/16	400.5.06.8549.9020
Total AUREON COMMUNICATIONS (6029):				1,356.00		
<b>AUTHNET GATEWAY BILLING (5770)</b>						
083116	AUG 2016 CREDIT CARD FEES	09/01/2016	09/07/2016	72.90	09/16	100.5.04.4100.6416
Total AUTHNET GATEWAY BILLING (5770):				72.90		
<b>BAKER &amp; TAYLOR INC-BOOKS (1158)</b>						
0002648263	ADULT BOOKS (CREDIT)-LIB	08/16/2016	09/20/2016	14.56	09/16	100.5.03.4000.6529
2032180132	ADULT BOOKS-LIB	07/26/2016	09/20/2016	207.03	09/16	100.5.03.4000.6529
2032190204	ADULT BOOKS-LIB	08/01/2016	09/20/2016	148.70	09/16	100.5.03.4000.6529
2032196498	ADULT BOOKS-LIB	08/02/2016	09/20/2016	212.88	09/16	100.5.03.4000.6529
2032204512	ADULT BOOKS-LIB	08/04/2016	09/20/2016	121.01	09/16	100.5.03.4000.6529
2032208156	JUVENILE BOOK-LIB	08/05/2016	09/20/2016	53.13	09/16	100.5.03.4000.6534
2032210317	ADULT BOOKS-LIB	08/09/2016	09/20/2016	93.91	09/16	100.5.03.4000.6529
2032217826	JUVENILE BOOKS-LIB	08/10/2016	09/20/2016	29.24	09/16	100.5.03.4000.6534
2032217872	JUVENILE BOOKS-LIB	08/10/2016	09/20/2016	23.94	09/16	100.5.03.4000.6534
2032218055	YP BOOKS-LIB	08/10/2016	09/20/2016	526.03	09/16	100.5.03.4000.6535
2032218064	JUVENILE BOOK-LIB	08/11/2016	09/20/2016	19.02	09/16	100.5.03.4000.6534
2032218152	JUVENILE BOOK-LIB	08/11/2016	09/20/2016	83.17	09/16	100.5.03.4000.6534
2032224165	ADULT BOOKS-LIB	08/16/2016	09/20/2016	78.73	09/16	100.5.03.4000.6529
2032233539	ADULT BOOKS-LIB	08/18/2016	09/20/2016	216.47	09/16	100.5.03.4000.6529
2032242262	JUVENILE BOOK-LIB	08/23/2016	09/20/2016	100.98	09/16	100.5.03.4000.6534
2032242298	YP BOOKS-LIB	08/22/2016	09/20/2016	31.31	09/16	100.5.03.4000.6535
2032243233	ADULT BOOKS-LIB	08/23/2016	09/20/2016	229.62	09/16	100.5.03.4000.6529
2032251121	ADULT BOOKS-LIB	08/25/2016	09/20/2016	330.23	09/16	100.5.03.4000.6529
5014237833	ADULT BOOKS-LIB	08/24/2016	09/20/2016	81.41	09/16	100.5.03.4000.6529
Total BAKER & TAYLOR INC-BOOKS (1158):				2,572.25		
<b>BAKER TECHNOLOGY SOLUTIONS LLC (5891)</b>						
2668	SECURITY CAMERAS - SPORTS PARK	09/07/2016	09/20/2016	1,000.50	09/16	203.5.08.7226.6799
Total BAKER TECHNOLOGY SOLUTIONS LLC (5891):				1,000.50		
<b>BLINK ELECTRIC MOTORS (1252)</b>						
53046	REWIND ELECTRIC MOTOR	09/06/2016	09/20/2016	1,682.00	09/16	350.5.05.8300.6350
Total BLINK ELECTRIC MOTORS (1252):				1,682.00		
<b>BROWN, MICHAEL (1359)</b>						
090216	DELIVER P&Z PACKETS	09/02/2016	09/20/2016	28.35	09/16	100.5.05.5000.6514
Total BROWN, MICHAEL (1359):				28.35		
<b>CAPITAL SANITARY SUPPLY (1422)</b>						
C216513	TOWELS FOR SOCCER	08/31/2016	09/20/2016	65.08	09/16	100.5.09.4205.6553

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Total CAPITAL SANITARY SUPPLY (1422):				65.08		
<b>CENTER POINT LARGE PRINT (1450)</b>						
1391403	LP BOOKS-LIB	08/01/2016	09/20/2016	86.28	09/16	151.5.03.4000.6536
Total CENTER POINT LARGE PRINT (1450):				86.28		
<b>CITY OF PELLA (1503)</b>						
080816COLL/DIST	ELECTRICITY	08/08/2016	09/20/2016	153.34	09/16	300.5.05.8130.6370
080816COLL/DIST	ELECTRICITY	08/08/2016	09/20/2016	153.33	09/16	350.5.05.8330.6370
080816WTP	ELECTRICITY	08/08/2016	09/20/2016	55.95	09/16	300.5.05.8120.6370
081016LIFT1	ELECTRIC SERVICE	08/10/2016	09/20/2016	1,347.38	09/16	350.5.05.8320.6370
081016LIFT1	WATER SERVICE	08/10/2016	09/20/2016	16.61	09/16	350.5.05.8320.6374
081116HOWELL	ELECTRIC SERVICE	08/11/2016	09/20/2016	316.46	09/16	350.5.05.8320.6370
081116JORDAN	ELECTRICITY	08/11/2016	09/20/2016	6,794.80	09/16	300.5.05.8110.6370
081116LIFT3	ELECTRIC SERVICE	08/11/2016	09/20/2016	611.70	09/16	350.5.05.8320.6370
081116NTOWER	ELECTRICITY	08/11/2016	09/20/2016	34.17	09/16	300.5.05.8110.6370
081116SHALLOW2	ELECTRICITY	08/11/2016	09/20/2016	30.90	09/16	300.5.05.8110.6370
081116SHALLOW4	ELECTRICITY	08/11/2016	09/20/2016	30.90	09/16	300.5.05.8110.6370
081116SHALLOW6	ELECTRICITY	08/11/2016	09/20/2016	30.90	09/16	300.5.05.8110.6370
081116WTP	ELECTRICITY	08/11/2016	09/20/2016	6,034.58	09/16	300.5.05.8120.6370
081116WWTP	ELECTRIC SERVICE	08/11/2016	09/20/2016	10,073.90	09/16	350.5.05.8300.6370
081116WWTP	WATER SERVICE	08/11/2016	09/20/2016	132.90	09/16	350.5.05.8320.6374
081516FIELD4	ELECTRIC SERVICE	08/15/2016	09/20/2016	4,840.48	09/16	300.5.05.8110.6370
081616LIFT2	ELECTRIC SERVICE	08/16/2016	09/20/2016	2,083.06	09/16	350.5.05.8320.6370
08312016-101	UTILITIES - 101 CLARK SUB - EL	08/31/2016	09/20/2016	449.82	09/16	400.5.06.8588.9950
08312016-1011	UTILITIES - 1011 W 10TH SUB - EL	08/31/2016	09/20/2016	491.64	09/16	400.5.06.8588.9950
08312016-1015	UTILITIES - 1015 ROOSEVELT SUB - E	08/31/2016	09/20/2016	343.01	09/16	400.5.06.8588.9950
08312016-1108	UTILITIES - 1108 VERMEER SUB - EL	08/31/2016	09/20/2016	722.62	09/16	400.5.06.8588.9950
08312016-1875	ELECTRIC & WATER - 1875 WASH. - P	08/31/2016	09/20/2016	2,976.41	09/16	400.5.06.8549.9020
08312016-1875A	WATER - 1875 WASH.A - PP	08/31/2016	09/20/2016	305.33	09/16	400.5.06.8548.9030
08312016-222	UTILITIES - 222 TRUMAN - EL	08/31/2016	09/20/2016	814.56	09/16	400.5.06.8588.9920
08312016-222A	UTILITIES - 222 TRUMAN A - EL	08/31/2016	09/20/2016	35.97	09/16	400.5.06.8588.9920
08312016-515	UTILITIES - 515 HUBER SUB - EL	08/31/2016	09/20/2016	728.97	09/16	400.5.06.8588.9950
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	1,973.74	09/16	100.5.08.2500.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	5,959.90	09/16	100.5.04.4301.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	1,306.22	09/16	100.5.04.4301.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	148.75	09/16	100.5.04.4301.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	747.22	09/16	100.5.05.6500.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	36.66	09/16	100.5.05.6500.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	38.25	09/16	100.5.05.6500.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	2,992.96	09/16	100.5.04.4300.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	116.86	09/16	100.5.04.4300.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	2,262.14	09/16	100.5.04.4100.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	16.61	09/16	100.5.04.4100.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	17.00	09/16	100.5.04.4100.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	703.66	09/16	100.5.00.6100.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	24.63	09/16	100.5.00.6100.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	25.50	09/16	100.5.00.6100.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	3,838.53	09/16	100.5.03.4000.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	56.71	09/16	100.5.03.4000.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	59.50	09/16	100.5.03.4000.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	942.22	09/16	100.5.09.4200.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	134.04	09/16	100.5.09.4200.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	123.25	09/16	100.5.09.4200.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	3,044.59	09/16	100.5.01.1000.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	33.85	09/16	100.5.01.1000.6374

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09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	29.75	09/16	100.5.01.1000.6375
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	1,499.58	09/16	100.5.02.1100.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	44.68	09/16	100.5.05.2200.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	1,271.68	09/16	100.5.09.4250.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	93.94	09/16	100.5.09.4250.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	20.62	09/16	179.5.09.4200.6564
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	888.21	09/16	100.5.09.4245.6370
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	9.22	09/16	100.5.09.4245.6374
09012016	PUBLIC AUTHORITY	09/01/2016	09/20/2016	13.23	09/16	100.5.09.4245.6374
Total CITY OF PELLA (1503):				68,083.42		
<b>CLINE, GERALD A (6025)</b>						
1611580099	EE REBATE - HVAC FOR 602 W 2ND,	09/06/2016	09/20/2016	400.00	09/16	400.2215
Total CLINE, GERALD A (6025):				400.00		
<b>CLOUSE, EMMA (6026)</b>						
09072016	SWIM LESSONS REFUND	09/07/2016	09/20/2016	108.00	09/16	100.4.04.4300.4574
Total CLOUSE, EMMA (6026):				108.00		
<b>COX, SHANE (1588)</b>						
091216PD	TRAVEL - PD	09/12/2016	09/20/2016	57.24	09/16	100.5.01.1030.6260
Total COX, SHANE (1588):				57.24		
<b>D &amp; K PRODUCTS (1625)</b>						
0450454-IN	SEED - SPORTS PARK	08/31/2016	09/20/2016	875.00	09/16	100.5.09.4245.6590
0450454-IN	CHEMICALS - SPORTS PARK	08/31/2016	09/20/2016	290.00	09/16	100.5.09.4245.6503
Total D & K PRODUCTS (1625):				1,165.00		
<b>DAKTRONICS INC (6027)</b>						
6702261	SCOREBOARD CONTROLLER - SPOR	08/29/2016	09/20/2016	400.00	09/16	100.5.09.4245.6590
Total DAKTRONICS INC (6027):				400.00		
<b>DE ARMOND, RON (5994)</b>						
300610003	CREDIT BALANCE REFUND	09/07/2016	09/20/2016	9.36	09/16	001.1199
30-06101-01	CREDIT BALANCE REFUND	09/07/2016	09/20/2016	27.58	09/16	001.1199
300620002	CREDIT BALANCE REFUND	09/07/2016	09/20/2016	9.36	09/16	001.1199
Total DE ARMOND, RON (5994):				46.30		
<b>DE LAGE LANDEN PUBLIC FINANCE LLC (4658)</b>						
51228692	COLOR COPIER LEASE-LIB	08/13/2016	09/20/2016	99.50	09/16	100.5.03.4000.6418
51393396	COPIER LEASE - EL	08/31/2016	09/20/2016	95.71	09/16	400.5.06.8588.9920
Total DE LAGE LANDEN PUBLIC FINANCE LLC (4658):				195.21		
<b>DE RUITER EQUIPMENT (1685)</b>						
33725	TRIMMER LINE - EL	07/08/2016	09/20/2016	10.69	09/16	400.5.06.8588.9300
33969	LAWN MOWER PARTS & REPAIR	07/20/2016	09/20/2016	83.96	09/16	100.5.05.2200.6350
8.16.1603	SERVICE CHARGE FOR #33725 - EL	08/31/2016	09/20/2016	.16	09/16	400.5.06.8588.9300
Total DE RUITER EQUIPMENT (1685):				94.81		

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<b>DEMCO (1724)</b>						
5931416	SUPPLIES - LIBRARY	08/10/2016	09/20/2016	358.67	09/16	100.5.03.4000.6543
5933662	SUPPLIES - LIBRARY	08/11/2016	09/20/2016	91.90	09/16	100.5.03.4000.6543
5944993	SUPPLIES - LIBRARY	08/26/2016	09/20/2016	82.23	09/16	100.5.03.4000.6543
Total DEMCO (1724):				532.80		
<b>DIAMOND VOGEL PAINTS (1747)</b>						
277168947	PLOW SUPPLIES	08/11/2016	09/20/2016	20.79	09/16	115.5.05.2100.6420
277169033	SCHOOL CROSSING PAINT	08/16/2016	09/20/2016	330.35	09/16	115.5.05.2100.6545
Total DIAMOND VOGEL PAINTS (1747):				351.14		
<b>DOUBLE B BLASTING (1795)</b>						
410464	SNOW PLOW SANDBLASTING	09/01/2016	09/20/2016	400.00	09/16	115.5.05.2100.6420
Total DOUBLE B BLASTING (1795):				400.00		
<b>DOWIE PEST CONTROL (1801)</b>						
19872	RODENT CONTROL-AIRPORT	08/29/2016	09/20/2016	100.00	09/16	100.5.05.2200.6310
19917	PEST CONTROL - SEPT - PD	09/02/2016	09/20/2016	30.00	09/16	100.5.01.1000.6310
Total DOWIE PEST CONTROL (1801):				130.00		
<b>DUTCH MILL SUPPLY (1834)</b>						
167174	5 DOOR LOCKS - CC	08/18/2016	09/20/2016	627.00	09/16	100.5.04.4100.6310
167922	TAPCONS FOR BASEMENT SHELVIN	07/08/2016	09/20/2016	5.40	09/16	100.5.05.2200.6590
Total DUTCH MILL SUPPLY (1834):				632.40		
<b>ELECTRICAL ENGINEERING (1876)</b>						
108224-00	GENERATOR SERVICE - EL	09/01/2016	09/20/2016	350.00	09/16	400.5.06.8588.9300
4796388-00	VFD CONTROL BLOCK	08/31/2016	09/20/2016	283.97	09/16	300.5.05.8120.6350
Total ELECTRICAL ENGINEERING (1876):				633.97		
<b>EVOQUA WATER TECHNOLOGIES LLC (3696)</b>						
90276964	BIOXIDE	08/26/2016	09/20/2016	10,589.86	09/16	350.5.05.8320.6503
Total EVOQUA WATER TECHNOLOGIES LLC (3696):				10,589.86		
<b>FASTENAL COMPANY (1929)</b>						
IAPEA96284	HARDWARE & WIPES	08/25/2016	09/20/2016	11.65	09/16	300.5.05.8130.6544
IAPEA96284	HARDWARE & WIPES	08/25/2016	09/20/2016	11.65	09/16	350.5.05.8330.6544
IAPEA96307	SUPPLIES	08/26/2016	09/20/2016	15.25	09/16	115.5.05.2100.6330
IAPEA96330	SOCCER REFLECTIVE TAPE - PARKIN	08/29/2016	09/20/2016	22.49	09/16	100.5.09.4205.6590
IAPEA96367	YELLOW PAINT/REFLECTIVE TAPE - S	08/31/2016	09/20/2016	50.88	09/16	100.5.09.4205.6590
IAPEA96381	UG MARKING PAINT - EL	08/31/2016	09/20/2016	99.26	09/16	400.5.06.8584.9030
IAPEA96381	BOLTS, HARDWARE - EL	08/31/2016	09/20/2016	39.93	09/16	400.5.06.8588.9950
Total FASTENAL COMPANY (1929):				251.11		
<b>FOUR SEASONS YARD CARE (1980)</b>						
9832	MOWING - SOCCER	08/06/2016	09/20/2016	480.00	09/16	100.5.09.4205.6403
9832	MOWING - PELLA SPORTS PARK	08/06/2016	09/20/2016	1,400.00	09/16	100.5.09.4245.6403
9839	MOW LAWN	08/06/2016	09/20/2016	300.00	09/16	350.5.05.8330.6320
9841	MOWING-SUB B	08/10/2016	09/20/2016	25.20	09/16	400.5.06.8588.9810
9841	MOWING SUB C	08/10/2016	09/20/2016	21.00	09/16	400.5.06.8588.9810

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9841	MOWING SUB E-SUPER 8	08/10/2016	09/20/2016	12.60	09/16	400.5.06.8588.9810
9841	MOWING SUB E-EAST 1ST	08/10/2016	09/20/2016	100.00	09/16	400.5.06.8588.9810
9841	MOWING-SUB VM	08/10/2016	09/20/2016	18.90	09/16	400.5.06.8588.9810
9841	MOWING-ELECTRIC WAREHOUSE	08/10/2016	09/20/2016	105.00	09/16	400.5.06.8588.9300
9841	MOWING-SUBSTATION 1015	08/10/2016	09/20/2016	357.00	09/16	400.5.06.8566.9030
9841	MOWING-SUB W-1	08/10/2016	09/20/2016	157.50	09/16	400.5.06.8562.9030
9841	MOWING-CLARK ST SUB STATION	08/10/2016	09/20/2016	540.00	09/16	400.5.06.8588.9810
9841	MOWING-SUB W-2	08/10/2016	09/20/2016	157.50	09/16	400.5.06.8549.9020
9841	MOWING-LIFT 1	08/10/2016	09/20/2016	78.75	09/16	350.5.05.8320.6320
9841	MOWING-LIFT 2	08/10/2016	09/20/2016	10.50	09/16	350.5.05.8320.6320
9841	MOWING-HOWELL STATION-1	08/10/2016	09/20/2016	12.60	09/16	350.5.05.8320.6320
9841	MOWING-WASTEWATER PLANT	08/10/2016	09/20/2016	630.00	09/16	350.5.05.8300.6320
9841	MOWING-WW HOLDING POND	08/10/2016	09/20/2016	360.00	09/16	350.5.05.8300.6320
9841	MOWING-HOWELL STATION-2	08/10/2016	09/20/2016	12.60	09/16	300.5.05.8110.6320
9841	MOWING-WATER PLANT	08/10/2016	09/20/2016	630.00	09/16	300.5.05.8120.6320
9841	MOWING-WATER TOWER	08/10/2016	09/20/2016	130.00	09/16	300.5.05.8110.6320
9841	MOWING-JORDAN WELL	08/10/2016	09/20/2016	225.00	09/16	300.5.05.8110.6320
9841	MOWING-EXIT 41	08/10/2016	09/20/2016	240.00	09/16	115.5.05.2100.6403
9841	MOWING-EXIT 42	08/10/2016	09/20/2016	240.00	09/16	115.5.05.2100.6403
Total FOUR SEASONS YARD CARE (1980):				6,244.15		
<b>FPL ENERGY HANCOCK CTY WIND (1982)</b>						
333201	PURCHASED POWER - RESALE (WIN	09/01/2016	09/07/2016	7,461.59	09/16	400.5.06.8555.9501
Total FPL ENERGY HANCOCK CTY WIND (1982):				7,461.59		
<b>GALE/CENGAGE LEARNING INC (2017)</b>						
58471159	LP BOOKS - LIBRARY	08/05/2016	09/20/2016	50.23	09/16	151.5.03.4000.6536
58589712	LP BOOKS - LIBRARY	08/22/2016	09/20/2016	100.45	09/16	151.5.03.4000.6536
58590245	ADULT BOOK-LIB	08/22/2016	09/20/2016	19.46	09/16	100.5.03.4000.6529
Total GALE/CENGAGE LEARNING INC (2017):				170.14		
<b>GENERAL FIRE &amp; SAFETY (2050)</b>						
24558	FIRST AID SUPPLIES - EL	09/06/2016	09/20/2016	14.10	09/16	400.5.06.8588.9300
24560	FIRST AID SUPPLIES - CH	09/06/2016	09/20/2016	57.30	09/16	100.5.00.6320.6546
24561	FIRST AID SUPPLIES - CC	09/06/2016	09/20/2016	33.30	09/16	100.5.04.4100.6546
24563	FIRST AID SUPPLIES - PP	09/06/2016	09/20/2016	66.20	09/16	400.5.06.8549.9020
Total GENERAL FIRE & SAFETY (2050):				170.90		
<b>GLOBAL PAYMENTS GLOBAL STL (5771)</b>						
083116	AUG 2016 CREDIT CARD FEES	09/01/2016	09/07/2016	300.58	09/16	100.5.04.4100.6416
Total GLOBAL PAYMENTS GLOBAL STL (5771):				300.58		
<b>GONOKOBRA ENTERPRISES INC (2072)</b>						
4701	VEHICLE EXPENSE - PD	08/31/2016	09/20/2016	47.25	09/16	100.5.01.1030.6330
Total GONOKOBRA ENTERPRISES INC (2072):				47.25		
<b>GRAYMONT WESTERN LIME INC. (2093)</b>						
78418 RI	LIME	08/24/2016	09/20/2016	4,111.83	09/16	300.5.05.8120.6503
Total GRAYMONT WESTERN LIME INC. (2093):				4,111.83		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>GUIDEPOSTS PUBLICATIONS (5360)</b>						
082316LIB	ADULT BOOK-LIB	08/23/2016	09/20/2016	17.74	09/16	100.5.03.4000.6529
Total GUIDEPOSTS PUBLICATIONS (5360):				17.74		
<b>HACH COMPANY (2136)</b>						
10084833	LAB SUPPLIES - WTP	08/29/2016	09/20/2016	159.14	09/16	300.5.05.8120.6547
Total HACH COMPANY (2136):				159.14		
<b>HALVORSON TRANE (2155)</b>						
00224123	HVAC REPAIR-LIBRARY	09/02/2016	09/20/2016	1,707.51	09/16	100.5.03.4000.6310
Total HALVORSON TRANE (2155):				1,707.51		
<b>HAUPERT, BRET (2190)</b>						
082816PD	MEAL - PD	08/28/2016	09/20/2016	5.97	09/16	100.5.01.1030.6260
090816PD	FUEL - PD	09/08/2016	09/20/2016	36.55	09/16	100.5.01.1030.6514
Total HAUPERT, BRET (2190):				42.52		
<b>HAWKINS INC (2198)</b>						
3944549 RI	CHEMICALS	08/30/2016	09/20/2016	4,070.38	09/16	300.5.05.8120.6503
Total HAWKINS INC (2198):				4,070.38		
<b>IA ASSN MUNICIPAL UTILIT (2336)</b>						
YM200002240	TRAINING COURSE 8/2/16 - EL	06/24/2016	09/20/2016	1,000.00	09/16	400.5.06.8921.9900
Total IA ASSN MUNICIPAL UTILIT (2336):				1,000.00		
<b>IA DEPT OF NAT RESOURCES (2351)</b>						
082216AIR	IOWA STORM WATER NPDES PERMIT	08/22/2016	09/20/2016	175.00	09/16	100.5.05.2200.6416
Total IA DEPT OF NAT RESOURCES (2351):				175.00		
<b>IA LEAGUE OF CITIES (2377)</b>						
071698	ECIC MEETING	08/31/2016	09/20/2016	45.00	09/16	100.5.00.6100.6240
Total IA LEAGUE OF CITIES (2377):				45.00		
<b>IA LIBRARY ASSOCIATION (2378)</b>						
082316LIB	CONFERENCE REGISTRATION-LIB	08/23/2016	09/20/2016	138.00	09/16	100.5.03.4000.6240
Total IA LIBRARY ASSOCIATION (2378):				138.00		
<b>IA METHODIST OCCUP MEDICINE (2380)</b>						
213947	MANDI PHYSICAL - PD	08/31/2016	09/20/2016	1,028.27	09/16	100.5.01.1050.6405
Total IA METHODIST OCCUP MEDICINE (2380):				1,028.27		
<b>IA PRISON INDUSTRIES (2392)</b>						
941256	SOCCER PARKING SIGNS	08/30/2016	09/20/2016	138.60	09/16	100.5.09.4205.6590
Total IA PRISON INDUSTRIES (2392):				138.60		
<b>IDEAL READY MIX COMPANY (2429)</b>						
486609	STORM SEWER REPAIR	08/20/2016	09/20/2016	3,162.25	09/16	115.5.05.2120.6548

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
486611	STORM INSTALL E 3RD	08/20/2016	09/20/2016	729.00	09/16	115.5.05.2120.6548
487297	CONCRETE	08/27/2016	09/20/2016	306.00	09/16	310.5.05.8183.6790
487298	PEACE/E 8TH	08/27/2016	09/20/2016	1,336.50	09/16	115.5.05.2100.6549
487299	CONCRETE	08/27/2016	09/20/2016	176.50	09/16	300.5.05.8110.6350
487300	WEST 1ST/LIBERTY-SIDEWALK	08/27/2016	09/20/2016	456.63	09/16	201.5.05.7115.6790
Total IDEAL READY MIX COMPANY (2429):				6,166.88		
<b>IOWA HEALTHY HOMES (2476)</b>						
3178	ROOM 206 CARPET CLEANING - CC	08/23/2016	09/20/2016	524.12	09/16	100.5.04.4100.6310
Total IOWA HEALTHY HOMES (2476):				524.12		
<b>JIMMY JOHNS (2523)</b>						
09082016	MEETING EXPENSE	09/08/2016	09/20/2016	118.60	09/16	100.5.00.6100.6240
Total JIMMY JOHNS (2523):				118.60		
<b>JOHN DEERE FINANCIAL (2528)</b>						
2686253	SNAP BOLTS - PK	08/24/2016	09/20/2016	27.98	09/16	100.5.09.4200.6590
2688890	TAPE - PK	08/29/2016	09/20/2016	4.76	09/16	100.5.09.4200.6590
2689534	SNAP BOLTS - PK	08/30/2016	09/20/2016	27.98	09/16	100.5.09.4200.6590
2689536	SNAP BOLTS - PK	08/30/2016	09/20/2016	16.58	09/16	100.5.09.4200.6590
2693045	GEAR LUBE - PK	09/06/2016	09/20/2016	19.56	09/16	100.5.09.4200.6590
2693155	GLOVES	09/06/2016	09/20/2016	8.99	09/16	350.5.05.8310.6546
Total JOHN DEERE FINANCIAL (2528):				49.89		
<b>KELLY SUPPLY CO (2579)</b>						
8164618-0	SHOP AIR FILTER - PK	08/30/2016	09/20/2016	11.27	09/16	100.5.09.4200.6310
8164697-0	BALL VALVE	09/01/2016	09/20/2016	47.18	09/16	300.5.05.8120.6350
8164820-0	AIR CONDITIONER FUSE - POOL	09/08/2016	09/20/2016	14.39	09/16	100.5.04.4300.6310
Total KELLY SUPPLY CO (2579):				72.84		
<b>KEYSTONE LABORATORIES (2590)</b>						
1Z07480	CONCRETE LABORATORY	08/30/2016	09/20/2016	323.20	09/16	350.5.05.8310.6405
Total KEYSTONE LABORATORIES (2590):				323.20		
<b>KJWW ENGINEERING (6028)</b>						
00161094.00-1	ENGINEERING SERVICES - EL	08/29/2016	09/20/2016	4,208.50	09/16	400.5.06.8588.9810
Total KJWW ENGINEERING (6028):				4,208.50		
<b>KLK CONSTRUCTION (2621)</b>						
16065	WATER PLANT SWITCH FEEDS - EL	08/31/2016	09/20/2016	6,642.50	09/16	400.5.06.8588.9810
Total KLK CONSTRUCTION (2621):				6,642.50		
<b>KRIZ-DAVIS COMPANY (2667)</b>						
S101365870.001	100A CUTOUTS - EL	08/26/2016	09/20/2016	1,797.60	09/16	400.5.06.8583.9030
Total KRIZ-DAVIS COMPANY (2667):				1,797.60		
<b>KRUSEMAN IMPLEMENT INC (2669)</b>						
93307	EQUIPMENT REPAIR-AIRPORT	06/15/2016	09/20/2016	337.74	09/16	100.5.05.2200.6350

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total KRUSEMAN IMPLEMENT INC (2669):				337.74		
<b>LASER RESOURCES LLC (4705)</b>						
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	1.49	09/16	100.5.00.6100.6550
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	27.46	09/16	100.5.00.6100.6550
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	274.11	09/16	100.5.04.4100.6543
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	.53	09/16	100.5.05.6500.6418
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	.03	09/16	400.5.06.8549.9020
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	28.32	09/16	100.5.01.1010.6550
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	28.33	09/16	100.5.01.1030.6550
AR390202	101596 COPIER LEASE	09/01/2016	09/20/2016	25.98	09/16	300.5.05.8120.6543
AR390422	COPIER USAGE - EL	09/01/2016	09/20/2016	23.38	09/16	400.5.06.8588.9920
AR390476	STAFF COPIER MAINT-LIB	09/01/2016	09/20/2016	24.60	09/16	100.5.03.4000.6418
AR390477	COLOR COPIER MAINT-LIB	09/01/2016	09/20/2016	61.66	09/16	100.5.03.4000.6418
Total LASER RESOURCES LLC (4705):				495.89		
<b>LISCO (2761)</b>						
1647176	INTERNET-LIB	08/05/2016	09/20/2016	39.31	09/16	100.5.03.4000.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.88	09/16	400.5.06.8549.9020
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	100.5.05.6500.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	400.5.06.8588.9920
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	100.5.00.6200.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	350.5.05.8310.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	300.5.05.8100.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	100.5.01.1010.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	100.5.04.4100.6373
1650210	INTERNET ACCESS	09/07/2016	09/20/2016	55.89	09/16	100.5.04.4300.6373
Total LISCO (2761):				542.31		
<b>LOGAN CONTRACTORS SUPPLY (2769)</b>						
L37974	MEASURING WHEEL	08/22/2016	09/20/2016	110.20	09/16	115.5.05.2100.6545
Total LOGAN CONTRACTORS SUPPLY (2769):				110.20		
<b>MARION CTY BANK (2826)</b>						
08312016	ELECTRONIC BANKING SERVICES	08/31/2016	09/20/2016	126.99	09/16	100.5.00.6310.6499
Total MARION CTY BANK (2826):				126.99		
<b>MARION CTY ENVIRONMENTAL HEALT (2830)</b>						
1167	POOL INSPECTION	09/06/2016	09/20/2016	1,136.00	09/16	100.5.04.4301.6416
Total MARION CTY ENVIRONMENTAL HEALT (2830):				1,136.00		
<b>MARTIN MARIETTA MATERIALS (2842)</b>						
18468439	ROCK	08/22/2016	09/20/2016	222.41	09/16	350.5.05.8330.6499
18468439	ROCK	08/22/2016	09/20/2016	222.42	09/16	310.5.05.8183.6790
18494738	ROCK	08/25/2016	09/20/2016	367.83	09/16	115.5.05.2100.6549
Total MARTIN MARIETTA MATERIALS (2842):				812.66		
<b>MC MASTER-CARR SUPPLY CO (2886)</b>						
77007946	DIESEL PLANT HEATERS - EL	08/29/2016	09/20/2016	3,253.09	09/16	400.5.06.8553.9030
77523062	HEATER CORD - EL	09/02/2016	09/20/2016	395.06	09/16	400.5.06.8553.9030

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Total MC MASTER-CARR SUPPLY CO (2886):				3,648.15		
<b>MEDIACOM (5331)</b>						
082816PD	INTERNET EXP-PD	08/28/2016	09/20/2016	149.90	09/16	100.5.01.1010.6373
Total MEDIACOM (5331):				149.90		
<b>MENNINGA PEST CONTROL (2913)</b>						
48231	PEST CONTROL - PK	07/01/2016	09/20/2016	70.00	09/16	100.5.09.4200.6403
49189	MONTHLY SERVICE-LIB	08/12/2016	09/20/2016	42.00	09/16	100.5.03.4000.6310
49706	PEST CONTROL - EL	09/02/2016	09/20/2016	44.94	09/16	400.5.06.8588.9300
49707	PEST CONTROL - PK	09/02/2016	09/20/2016	70.00	09/16	100.5.09.4200.6403
49796	PEST CONTROL - POOL	09/07/2016	09/20/2016	42.50	09/16	100.5.04.4300.6310
Total MENNINGA PEST CONTROL (2913):				269.44		
<b>METERING &amp; TECHNOLOGY SOLUTIONS (4934)</b>						
7092	WATER METER	08/23/2016	09/20/2016	176.67	09/16	300.5.05.8140.6350
Total METERING & TECHNOLOGY SOLUTIONS (4934):				176.67		
<b>MICROMARKETING LLC (2949)</b>						
633273	ADULT AUDIO BOOK-LIB	08/09/2016	09/20/2016	119.98	09/16	100.5.03.4000.6518
633700	JUVENILE AUDIO BOOK-LIB	08/11/2016	09/20/2016	149.99	09/16	100.5.03.4000.6519
634120	JUVENILE AUDIO BOOK-LIB	08/16/2016	09/20/2016	59.98	09/16	100.5.03.4000.6519
Total MICROMARKETING LLC (2949):				329.95		
<b>MIDTOWN TIRE COMPANY (2961)</b>						
163191	P&Z VEHICLE REPAIR	09/01/2016	09/20/2016	18.69	09/16	100.5.05.5000.6514
Total MIDTOWN TIRE COMPANY (2961):				18.69		
<b>MIDWEST SANITATION (2981)</b>						
09062016	GARBAGE HAULING	09/06/2016	09/20/2016	38,087.68	09/16	195.5.05.8400.6403
47066	OLD POLES DISPOSAL - SOCCER PA	08/31/2016	09/20/2016	351.70	09/16	100.5.09.4205.6549
47153	YARD WASTE BAGS	08/31/2016	09/20/2016	475.00	09/16	195.5.05.8400.6544
47169	PORT-O-LETS - CALDWELL - PK	08/31/2016	09/20/2016	290.00	09/16	100.5.09.4200.6403
47169	PORT-O-LETS - KIWANIS - PK	08/31/2016	09/20/2016	130.00	09/16	100.5.09.4200.6403
Total MIDWEST SANITATION (2981):				39,334.38		
<b>MIDWEST TAPE LLC (5330)</b>						
94283800	HOOPLA-LIB	08/31/2016	09/20/2016	499.66	09/16	100.5.03.4000.6538
Total MIDWEST TAPE LLC (5330):				499.66		
<b>MMIT BUSINESS SOLUTIONS GROUP (2794)</b>						
281299	6284173-PRINTER MAINTENANCE	08/30/2016	09/20/2016	63.21	09/16	100.5.00.6100.6403
Total MMIT BUSINESS SOLUTIONS GROUP (2794):				63.21		
<b>MULCH, KIM A (6023)</b>						
45-14405-12	CREDIT BALANCE REFUND	09/07/2016	09/20/2016	147.51	09/16	001.1199
Total MULCH, KIM A (6023):				147.51		

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<b>MUNICIPAL SUPPLY INC (3052)</b>						
0633092-IN	DISTRIBUTION PARTS	08/26/2016	09/20/2016	2,824.60	09/16	310.5.05.8183.6790
0633093-IN	METER COUPLINGS	08/26/2016	09/20/2016	275.00	09/16	300.5.05.8140.6350
0633094-IN	DISTRIBUTION PARTS	08/26/2016	09/20/2016	535.00	09/16	300.5.05.8130.6399
0633516-IN	DISTRIBUTION SUPPLIES	08/31/2016	09/20/2016	1,434.45	09/16	310.5.05.8183.6790
0633917-IN	CORP STOPS	08/31/2016	09/20/2016	103.90	09/16	300.5.05.8130.6399
Total MUNICIPAL SUPPLY INC (3052):				5,172.95		
<b>N C L OF WISCONSIN INC (3063)</b>						
377971	LAB CHEMICALS	08/30/2016	09/20/2016	105.33	09/16	300.5.05.8120.6547
Total N C L OF WISCONSIN INC (3063):				105.33		
<b>NSI SOLUTIONS INC (3156)</b>						
335234	LABORATORY SAMPLES-WWTP	08/30/2016	09/20/2016	78.00	09/16	350.5.05.8300.6547
335234	SHIPPING	08/30/2016	09/20/2016	23.00	09/16	350.5.05.8300.6531
Total NSI SOLUTIONS INC (3156):				101.00		
<b>OCLC (3172)</b>						
0000485825	MONTHLY SERVICE-LIB	08/31/2016	09/20/2016	395.58	09/16	100.5.03.4000.6422
Total OCLC (3172):				395.58		
<b>OLTMAN, CARRIE (3182)</b>						
1611580100	EE REBATE - AC TUNE-UP - EL	09/06/2016	09/20/2016	30.00	09/16	400.2215
Total OLTMAN, CARRIE (3182):				30.00		
<b>OSKALOOSA HERALD (3200)</b>						
81	LEGAL PUBLICATIONS	08/31/2016	09/20/2016	392.59	09/16	100.5.00.6000.6414
Total OSKALOOSA HERALD (3200):				392.59		
<b>OVERDRIVE INC (3210)</b>						
6497122901580080	E-BOOKS-LIB	08/09/2016	09/20/2016	109.92	09/16	151.5.03.4000.6526
Total OVERDRIVE INC (3210):				109.92		
<b>PELLA COMM SCHOOL (3264)</b>						
1612580002	EE REBATE - LINCOLN - HVAC - EL	09/06/2016	09/20/2016	5,135.00	09/16	400.2215
1613580001	EE REBATE - LINCOLN - REFRIGER. -	09/06/2016	09/20/2016	150.00	09/16	400.2215
1618580001	EE REBATE - LINCOLN - LIGHTING - E	09/06/2016	09/20/2016	7,280.00	09/16	400.2215
Total PELLA COMM SCHOOL (3264):				12,565.00		
<b>PELLA CONCRETE CONTRTRS (3265)</b>						
082816PWS	RCP PIPE	08/26/2016	09/20/2016	598.00	09/16	115.5.05.2120.6548
Total PELLA CONCRETE CONTRTRS (3265):				598.00		
<b>PELLA CONVENTION &amp; VISITOR'S B (3267)</b>						
09012016	HOTEL/MOTEL DISTRIBUTION	09/02/2016	09/20/2016	46,096.43	09/16	100.5.08.5100.6416
Total PELLA CONVENTION & VISITOR'S B (3267):				46,096.43		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>PELLA ENGRAVING CO (3272)</b>						
141534	EMPLOYEE RECOGNITION	08/30/2016	09/20/2016	85.00	09/16	100.5.00.6320.6412
Total PELLA ENGRAVING CO (3272):				85.00		
<b>PELLA GLASS/HOME IMP (3275)</b>						
88373	PAINT FOR QUIET ROOM-LIB	03/09/2016	09/20/2016	55.11	09/16	151.5.03.4000.6422
90069	PAINT - DRINKING FOUNTAINS - PK	07/28/2016	09/20/2016	128.66	09/16	100.5.09.4200.6320
90192	ELEVATOR CEILING TILES - CC	08/11/2016	09/20/2016	145.00	09/16	100.5.04.4100.6310
90254	ELEVATOR CEILING TILES - CC	08/16/2016	09/20/2016	48.33	09/16	100.5.04.4100.6310
90266	PLEXIGLASS FOR PICTURE - CC	08/19/2016	09/20/2016	13.90	09/16	100.5.04.4100.6310
90387	PAINT - CC	08/25/2016	09/20/2016	45.03	09/16	100.5.04.4100.6310
Total PELLA GLASS/HOME IMP (3275):				436.03		
<b>PELLA PRINTING CO (3282)</b>						
50282	NEWSLETTER - SEPT 2016	08/25/2016	09/20/2016	340.00	09/16	100.5.00.6350.6417
Total PELLA PRINTING CO (3282):				340.00		
<b>PELLA PUBLIC LIBRARY (3294)</b>						
082616LIB	POSTAGE-LIBRARY	08/26/2016	09/20/2016	200.00	09/16	100.5.03.4000.6531
Total PELLA PUBLIC LIBRARY (3294):				200.00		
<b>PELLA REGIONAL HEALTH CENTER (3295)</b>						
083116PD	DETAINEE MEALS - PD	08/31/2016	09/20/2016	48.00	09/16	100.5.01.1020.6425
Total PELLA REGIONAL HEALTH CENTER (3295):				48.00		
<b>PELLA RENTAL &amp; SALES INC (3297)</b>						
516551	COUNCIL MEETING PA RENTAL	08/23/2016	09/20/2016	237.95	09/16	100.5.00.6350.6403
Total PELLA RENTAL & SALES INC (3297):				237.95		
<b>PENGUIN RANDOM HOUSE LLC (3438)</b>						
1088119893	ADULT AUDIO BOOKS-LIB	08/01/2016	09/20/2016	30.00	09/16	100.5.03.4000.6518
1088179515	ADULT ADUDIOBOOKS-LIB	08/05/2016	09/20/2016	30.00	09/16	100.5.03.4000.6518
1088196541	ADULT ADUDIOBOOKS-LIB	08/03/2016	09/20/2016	30.00	09/16	100.5.03.4000.6518
1088284552	REPLACEMENT CD-LIB	08/12/2016	09/20/2016	10.00	09/16	100.5.03.4000.6518
1088327169	ADULT ADUDIOBOOKS-LIB	08/19/2016	09/20/2016	26.25	09/16	100.5.03.4000.6518
Total PENGUIN RANDOM HOUSE LLC (3438):				126.25		
<b>PLUMB SUPPLY COMPANY (3357)</b>						
4044343	PIPE UNIONS - PP	09/06/2016	09/20/2016	20.48	09/16	400.5.06.8548.9030
4052732	OUTDOOR HEATER CLEANING - PK	08/31/2016	09/20/2016	127.73	09/16	100.5.04.4301.6310
Total PLUMB SUPPLY COMPANY (3357):				148.21		
<b>POL, SANDRA M (6030)</b>						
6-12400-13	DEPOSIT REFUND	09/09/2016	09/20/2016	108.47	09/16	400.2210
Total POL, SANDRA M (6030):				108.47		
<b>PR DIAMOND PRODUCTS INC (3380)</b>						
0042324-IN	QUICKIE SAW BLADES	08/23/2016	09/20/2016	261.00	09/16	300.5.05.8130.6510
0042324-IN	QUICKIE SAW BLADES	08/23/2016	09/20/2016	261.00	09/16	350.5.05.8330.6510

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Total PR DIAMOND PRODUCTS INC (3380):				522.00		
<b>PRAXAIR DISTRIBUTION INC (3385)</b>						
74244171	CYLINDER RENTAL - EL	08/31/2016	09/20/2016	48.14	09/16	400.5.06.8588.9950
Total PRAXAIR DISTRIBUTION INC (3385):				48.14		
<b>QEI LLC (5809)</b>						
INV0000243	SCADA SERVER SERVICE AGREEME	08/30/2016	09/20/2016	3,810.00	09/16	400.5.06.8592.9030
Total QEI LLC (5809):				3,810.00		
<b>QUILL CORPORATION (3420)</b>						
8568519	DOCUMENT SHREDDER	08/24/2016	09/20/2016	219.99	09/16	300.5.05.8120.6543
8596827	SUPPLIES-LIB	08/25/2016	09/20/2016	68.73	09/16	100.5.03.4000.6543
Total QUILL CORPORATION (3420):				288.72		
<b>RACOM CORPORATION (3429)</b>						
5B120124	MONITOR RENTAL FPR P2 MEETING	08/26/2016	09/20/2016	45.00	09/16	100.5.05.5000.6240
5B120286	BELT CLIP - PD	08/31/2016	09/20/2016	8.35	09/16	100.5.01.1030.6510
Total RACOM CORPORATION (3429):				53.35		
<b>REGENT BOOK CO (3458)</b>						
53380	ADULT BOOKS - LIBRARY	07/01/2016	09/20/2016	16.06	09/16	100.5.03.4000.6529
53551	ADULT BOOKS - LIBRARY	08/15/2016	09/20/2016	42.00	09/16	100.5.03.4000.6529
Total REGENT BOOK CO (3458):				58.06		
<b>RICOH USA INC.-DALLAS (3493)</b>						
97410404	P&Z COPIER LEASE	08/26/2016	09/20/2016	120.04	09/16	100.5.05.5000.6403
Total RICOH USA INC.-DALLAS (3493):				120.04		
<b>ROZENDAAL, CASS (5317)</b>						
1611580101	EE REBATE - AC TUNE-UP - EL	09/06/2016	09/20/2016	30.00	09/16	400.2215
Total ROZENDAAL, CASS (5317):				30.00		
<b>RUGGLES, LARRY J (6022)</b>						
39-10656-08	DEPOSIT REFUND	09/01/2016	09/20/2016	54.11	09/16	400.2210
Total RUGGLES, LARRY J (6022):				54.11		
<b>S &amp; S MILLWORK INC (5896)</b>						
36-13316-04	CREDIT BALANCE REFUND	09/07/2016	09/20/2016	59.05	09/16	001.1199
Total S & S MILLWORK INC (5896):				59.05		
<b>SHA-RAN WINDOW SERVICES (3668)</b>						
08292016	WINDOW CLEANING - CH	08/29/2016	09/20/2016	18.00	09/16	100.5.00.6100.6310
083116PD	EXTERIOR WINDOW CLEANING - PD	08/31/2016	09/20/2016	50.00	09/16	100.5.01.1000.6320
Total SHA-RAN WINDOW SERVICES (3668):				68.00		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>SISCO (3718)</b>						
2213-091316-F	FLEX SPENDING CLAIMS	09/13/2016	09/13/2016	380.36	09/16	191.5.08.9200.6157
2213-091316-M	MEDICAL CLAIMS	09/13/2016	09/13/2016	1,361.16	09/16	191.5.08.9200.6153
Total SISCO (3718):				1,741.52		
<b>STATE HYGIENIC LABORATORY (3804)</b>						
89287	CONTRACT LABORATORY	08/31/2016	09/20/2016	459.50	09/16	350.5.05.8310.6405
Total STATE HYGIENIC LABORATORY (3804):				459.50		
<b>STOREY-KENWORTHY CO (3834)</b>						
72682	CONFERENCE ROOM CHAIRS-PARTS	09/01/2016	09/20/2016	40.50	09/16	115.5.05.2100.6310
PINV411762	FILES, GLUE STICK	08/01/2016	09/20/2016	45.79	09/16	100.5.00.6100.6543
PINV411890	UTILITY BILLING STATEMENTS & ENV	08/02/2016	09/20/2016	1,804.91	09/16	100.5.00.6310.6417
PINV413434	TOILET PAPER - PK	08/08/2016	09/20/2016	45.90	09/16	100.5.09.4200.6553
PINV413482	TOILET PAPER & POST-IT-NOTES - P	08/08/2016	09/20/2016	83.30	09/16	100.5.09.4200.6553
PINV414983	TOILET PAPER - POOL	08/12/2016	09/20/2016	91.80	09/16	100.5.04.4300.6590
PINV415133	FLOOR SEALER - POOL	08/15/2016	09/20/2016	19.27	09/16	100.5.04.4300.6590
PINV416177	LABELS, ENVELOPES, TAPE - CH	08/18/2016	09/20/2016	121.32	09/16	100.5.00.6100.6543
PINV416223	PAPER, FOLDERS - CH	08/18/2016	09/20/2016	105.30	09/16	100.5.00.6100.6543
PINV416571	BINDERS - CH	08/19/2016	09/20/2016	211.20	09/16	100.5.00.6100.6543
PINV416598	ADDING MACHINE PAPER - CH	08/19/2016	09/20/2016	13.98	09/16	100.5.00.6100.6543
PINV416860	INK CARTRIDGE - CH	08/22/2016	09/20/2016	53.23	09/16	100.5.00.6100.6543
PINV418341	FILE FOLDER	08/26/2016	09/20/2016	20.88	09/16	100.5.00.6100.6543
PINV419074	WYPALL - PK	08/30/2016	09/20/2016	87.88	09/16	100.5.09.4200.6553
PINV418312	PAPER TOWELS - CH	08/31/2016	09/20/2016	58.38	09/16	100.5.00.6100.6543
Total STOREY-KENWORTHY CO (3834):				2,803.64		
<b>STRAVERS TRUE VALUE (3838)</b>						
A234884	GORILLA GLUE	08/30/2016	09/20/2016	3.49	09/16	115.5.05.2100.6330
A235211	CLEANER - PK	09/06/2016	09/20/2016	32.50	09/16	100.5.09.4200.6553
A235211	CHAIN & CLIPS - FOOTBALL	09/06/2016	09/20/2016	50.70	09/16	100.5.04.4446.6510
E58177	BULDING SUPPLIES - POOL	09/02/2016	09/20/2016	75.27	09/16	100.5.04.4300.6590
E58225	PAPER TOWELS	09/06/2016	09/20/2016	42.16	09/16	100.5.00.6100.6543
Total STRAVERS TRUE VALUE (3838):				204.12		
<b>STREET, WENDY K (3841)</b>						
08292016	MILEAGE REIMBURSEMENT	08/29/2016	09/20/2016	17.28	09/16	100.5.03.4000.6260
Total STREET, WENDY K (3841):				17.28		
<b>STUYVESANT &amp; BENTON (3860)</b>						
12198-S	LEGAL EXPENSE	09/06/2016	09/20/2016	901.67	09/16	100.5.00.6100.6430
Total STUYVESANT & BENTON (3860):				901.67		
<b>SUMMIT COMPANIES (5585)</b>						
1141602	RECHARGE EXTINGUISHER - FD	08/25/2016	09/20/2016	49.50	09/16	100.5.02.1100.6510
Total SUMMIT COMPANIES (5585):				49.50		
<b>SYMBOL ARTS (3886)</b>						
0265064-IN	BADGES - PD	09/12/2016	09/20/2016	405.00	09/16	100.5.01.1030.6510

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total SYMBOL ARTS (3886):				405.00		
<b>TERPSTRA MASONRY (3920)</b>						
92	MOLENGRACHT BANDING REPAIR - P	08/08/2016	09/20/2016	4,500.00	09/16	232.5.08.7157.6799
Total TERPSTRA MASONRY (3920):				4,500.00		
<b>THE WELL RESOURCE CENTER (5428)</b>						
09012016	DEPOSIT REFUND FOR MALLORY VE	09/01/2016	09/20/2016	200.00	09/16	400.2210
Total THE WELL RESOURCE CENTER (5428):				200.00		
<b>TITAN MACHINERY (3959)</b>						
8226851 GP	SCOUT OIL FILTER - PK	08/30/2016	09/20/2016	12.75	09/16	100.5.09.4245.6350
Total TITAN MACHINERY (3959):				12.75		
<b>TONY'S AUTO PARTS (3968)</b>						
5797-224340	SHOP SUPPLIES	08/25/2016	09/20/2016	6.99	09/16	115.5.05.2100.6330
5797-224372	MOTOR OIL - PK	08/25/2016	09/20/2016	29.88	09/16	100.5.09.4200.6350
5797-224573	VEHICLE SUPPLIES	08/29/2016	09/20/2016	6.40	09/16	115.5.05.2100.6330
5797-224601	SUPPLIES	08/29/2016	09/20/2016	2.19	09/16	115.5.05.2100.6330
5797-224723	SAFETY GLOVES - PK	08/30/2016	09/20/2016	16.65	09/16	100.5.09.4200.6590
5797-224885	SAFETY GLOVES - PK	09/01/2016	09/20/2016	16.65	09/16	100.5.09.4200.6590
5797-225163	MEMORY SAVER AND BATTERY	09/07/2016	09/20/2016	16.47	09/16	350.5.05.8300.6330
5797-225166	EQUIPMENT SOCKETS - SOCCER - P	09/07/2016	09/20/2016	39.89	09/16	100.5.09.4205.6510
Total TONY'S AUTO PARTS (3968):				135.12		
<b>TREASURER STATE OF IOWA (3992)</b>						
090816	STATE SALES TAX 1ST HALF OF SEP	09/08/2016	09/08/2016	16,000.00	09/16	400.2140
090816-2	STATE SALES TAX 2ND HALF OF SEP	09/08/2016	09/08/2016	26,318.75	09/16	400.2140
090816-2	STATE SALES TAX 2ND HALF OF SEP	09/08/2016	09/08/2016	12,165.84	09/16	400.2141
090816-2	STATE SALES TAX 2ND HALF OF SEP	09/08/2016	09/08/2016	2,052.27	09/16	400.2140
090816-2	STATE SALES TAX 2ND HALF OF SEP	09/08/2016	09/08/2016	341.44	09/16	400.2141
090816-2	STATE SALES TAX 2ND HALF OF SEP	09/08/2016	09/08/2016	.30	09/16	400.5.06.8930.9940
Total TREASURER STATE OF IOWA (3992):				56,878.00		
<b>TRI-COUNTY VET CLINIC PC (4000)</b>						
256268	ANIMAL CONTROL - PD	08/31/2016	09/20/2016	605.00	09/16	100.5.01.1060.6490
Total TRI-COUNTY VET CLINIC PC (4000):				605.00		
<b>TURFWERKS (4012)</b>						
WED145111	DEBT SERVICE PAYMENT	09/02/2016	09/20/2016	16,184.32	09/16	105.5.08.9027.6800
WED145111	DEBT SERVICE PAYMENT	09/02/2016	09/20/2016	385.68	09/16	105.5.08.9027.6801
Total TURFWERKS (4012):				16,570.00		
<b>TWO RIVERS COOPERATIVE (4019)</b>						
083116AIR	FUEL- AIRPORT	08/31/2016	09/20/2016	4.07	09/16	100.5.05.2200.6514
083116PD	FUEL - PD	08/31/2016	09/20/2016	1,787.62	09/16	100.5.01.1030.6514
083116PD	FUEL - CE	08/31/2016	09/20/2016	57.61	09/16	100.5.05.5100.6514
083116PWS	FUEL- PWS	08/31/2016	09/20/2016	1,571.71	09/16	115.5.05.2100.6514
083116PWS-1	LP- PWS	08/31/2016	09/20/2016	18.69	09/16	115.5.05.2100.6545
083116PWS-1	BUG SPRAY	08/31/2016	09/20/2016	50.00	09/16	115.5.05.2100.6310

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
083116PZ	FUEL- P&Z	08/31/2016	09/20/2016	43.18	09/16	100.5.05.5000.6514
083116WTP	FUEL- WTP	08/31/2016	09/20/2016	961.83	09/16	300.5.05.8100.6514
083116WWTP	FUEL- WWTP	08/31/2016	09/20/2016	94.43	09/16	350.5.05.8310.6514
083116WWWTP	FUEL- WWWTP	08/31/2016	09/20/2016	950.38	09/16	350.5.05.8300.6514
083116WWWTP	FUEL- WWWTP	08/31/2016	09/20/2016	384.76	09/16	350.5.05.8330.6514
08312016 - FD	FUEL - FD	08/31/2016	09/20/2016	14.73	09/16	100.5.02.1100.6514
08312016 - PK	FUEL - SOCCER	08/31/2016	09/20/2016	259.92	09/16	100.5.09.4205.6549
08312016 - PK	FUEL - PK	08/31/2016	09/20/2016	1,283.11	09/16	100.5.09.4200.6514
08312016 - PK	FUEL - SPORTS PARK	08/31/2016	09/20/2016	417.15	09/16	100.5.09.4245.6514
STMT08312016-EL	FUEL - EL	08/31/2016	09/20/2016	669.76	09/16	400.5.06.8588.9660
STMT08312016-PP	DIESEL FUEL - PP	08/31/2016	09/20/2016	41,871.25	09/16	400.5.06.8547.9220
Total TWO RIVERS COOPERATIVE (4019):				50,440.20		
<b>UNITYPOINT CLINIC - OCCUPATIONAL MED (3788)</b>						
196917	DRUG TESTING	09/02/2016	09/20/2016	74.00	09/16	100.5.00.6320.6546
Total UNITYPOINT CLINIC - OCCUPATIONAL MED (3788):				74.00		
<b>US BANK HOME MORTGAGE (5992)</b>						
270640008	CREDIT BALANCE REFUND	09/07/2016	09/20/2016	30.29	09/16	001.1199
Total US BANK HOME MORTGAGE (5992):				30.29		
<b>USPS-HASLER 0008014227 (5414)</b>						
09012016	REFILL POSTAGE METER	09/01/2016	09/20/2016	200.00	09/16	300.5.05.8100.6531
09012016	REFILL POSTAGE METER	09/01/2016	09/20/2016	180.00	09/16	195.5.05.8400.6531
09012016	REFILL POSTAGE METER	09/01/2016	09/20/2016	180.00	09/16	350.5.05.8310.6531
09012016	REFILL POSTAGE METER	09/01/2016	09/20/2016	240.00	09/16	400.5.06.8921.9020
Total USPS-HASLER 0008014227 (5414):				800.00		
<b>VALLEY ENVIRONMENTAL SERVICES (4056)</b>						
300039	WASTE OIL DISPOSAL	08/29/2016	09/20/2016	45.60	09/16	115.5.05.2100.6372
300889	PARTS WASHER RENT	08/31/2016	09/20/2016	24.83	09/16	115.5.05.2100.6330
Total VALLEY ENVIRONMENTAL SERVICES (4056):				70.43		
<b>VAN BERKUM PARTNERS (4062)</b>						
2049	HAND DRYER INSTALLATION-LIB	08/07/2016	09/20/2016	210.00	09/16	100.5.03.4000.6310
Total VAN BERKUM PARTNERS (4062):				210.00		
<b>VAN MAANEN SEED &amp; CHEM (4117)</b>						
090116PWS	VEG CONTROL	09/01/2016	09/20/2016	152.25	09/16	115.5.05.2100.6545
Total VAN MAANEN SEED & CHEM (4117):				152.25		
<b>VAN RYSWYK PLUMBING &amp; HEATING INC (5913)</b>						
107389	INDOOR BUILDING REPAIR - POOL	08/18/2016	09/20/2016	293.63	09/16	100.5.04.4300.6310
Total VAN RYSWYK PLUMBING & HEATING INC (5913):				293.63		
<b>VAN-WALL EQUIPMENT (5434)</b>						
385108	OIL FILTERS - PK	08/24/2016	09/20/2016	66.56	09/16	100.5.09.4200.6350
Total VAN-WALL EQUIPMENT (5434):				66.56		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
<b>VAUGHAN, JEANETTE (4230)</b>						
09072016	CERTIFICATION FOR CONCESSIONS	09/07/2016	09/20/2016	150.00	09/16	100.5.09.4245.6530
Total VAUGHAN, JEANETTE (4230):				150.00		
<b>VERIZON WIRELESS (4957)</b>						
9770310861	BACK UP INTERNET-LIB	08/13/2016	09/20/2016	20.04	09/16	100.5.03.4000.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	54.76	09/16	100.5.09.4200.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	54.76	09/16	100.5.05.6500.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	54.76	09/16	100.5.00.6100.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	54.76	09/16	100.5.09.4245.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	54.76	09/16	100.5.04.4100.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	54.76	09/16	100.5.02.1100.6373
9770850654	CELL PHONES	08/23/2016	09/20/2016	34.35	09/16	100.5.05.5000.6373
9770850655	INTERNET - SPORTS PARK	08/23/2016	09/20/2016	225.03	09/16	100.5.09.4200.6373
9770914252	MOBILE VIRTUAL PRIVATE NETWORK	08/23/2016	09/20/2016	200.05	09/16	100.5.01.1010.6373
9770914252	CELLULAR TELEPHONE SERVICE - P	08/23/2016	09/20/2016	54.76	09/16	100.5.01.1040.6373
Total VERIZON WIRELESS (4957):				862.79		
<b>VILLAGE INDUSTRIAL LAUNDRY (4263)</b>						
102028	MAT RENTAL - CH	08/31/2016	09/20/2016	30.00	09/16	100.5.00.6100.6310
102029	TOWEL SERVICE - EL	08/31/2016	09/20/2016	15.00	09/16	400.5.06.8588.9300
102030	TOWELS - FD	08/31/2016	09/20/2016	15.00	09/16	100.5.02.1100.6413
102031	UNIFORM CLEANING	08/31/2016	09/20/2016	80.00	09/16	115.5.05.2100.6413
102031	ROLL TOWELS	08/31/2016	09/20/2016	35.50	09/16	115.5.05.2100.6403
102032	LAUNDRY EXPENSE WWTP	08/31/2016	09/20/2016	181.72	09/16	350.5.05.8310.8413
Total VILLAGE INDUSTRIAL LAUNDRY (4263):				357.22		
<b>VRIEZELAAR, VIVIAN (4300)</b>						
09022016	IUB CUSTOMER SERVICE MEETING	09/02/2016	09/20/2016	45.36	09/16	100.5.00.6100.6260
Total VRIEZELAAR, VIVIAN (4300):				45.36		
<b>WALMART COMMUNITY (4312)</b>						
	LIB PROGRAM SUPPLIES-LIB	07/19/2016	09/20/2016	29.96	09/16	100.5.03.4000.6543
Total WALMART COMMUNITY (4312):				29.96		
<b>WEB.COM (4339)</b>						
26070378	MONTHLY WEB SERVICE	09/05/2016	09/12/2016	29.95	09/16	100.5.00.6200.6403
Total WEB.COM (4339):				29.95		
<b>WESCO DISTRIBUTION INC (4357)</b>						
468128	UNDERGROUND LOCATE FLAGS - EL	09/02/2016	09/20/2016	586.36	09/16	400.5.06.8584.9030
Total WESCO DISTRIBUTION INC (4357):				586.36		
<b>WHITSON, THOMAS (6024)</b>						
1611580098	EE REBATE - HVAC - EL	09/06/2016	09/20/2016	425.00	09/16	400.2215
Total WHITSON, THOMAS (6024):				425.00		
<b>WINDSTREAM IOWA COMMUNICATIONS (4413)</b>						
082516AIR	PHONE BILL- AIRPORT	08/25/2016	09/20/2016	5.38	09/16	100.5.05.2200.6373
082516WTP	TELEPHONE BILL- WTP	08/25/2016	09/20/2016	174.68	09/16	300.5.05.8100.6373

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
090616LIB	TELEPHONE-LIB	09/06/2016	09/20/2016	77.11	09/16	100.5.03.4000.6373
09062016 - CC	PHONE 0-0011 - FAX - CC	09/06/2016	09/20/2016	34.37	09/16	100.5.04.4100.6373
Total WINDSTREAM IOWA COMMUNICATIONS (4413):				291.54		
<b>ZIMCO SUPPLY CO (4469)</b>						
102407	SEED - SPORTS PARK	08/31/2016	09/20/2016	562.50	09/16	100.5.09.4245.6560
Total ZIMCO SUPPLY CO (4469):				562.50		
<b>ZYLSTRA'S WELDING INC (4477)</b>						
18628	ST-23	08/10/2016	09/20/2016	546.55	09/16	115.5.05.2100.6350
18671	CITY OF PELLA- AIRPORT MOWER	09/02/2016	09/20/2016	98.85	09/16	100.5.05.2200.6350
Total ZYLSTRA'S WELDING INC (4477):				645.40		
Grand Totals:				404,189.89		

Report GL Period Summary

GL Period	Amount
09/16	404,189.89

Vendor number hash: 0  
 Vendor number hash - split: 0  
 Total number of invoices: 0  
 Total number of transactions: 0

Report Criteria:

Invoice Detail Input date = 09/07/2016-09/20/2016

## 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	09/10/2016	74-00	SOCIAL SECURITY Pay Period: 9/10/2	100.2165	10,308.39
1	EFTPS	0	09/10/2016	74-00	SOCIAL SECURITY Pay Period: 9/10/2	100.2165	10,308.39
1	EFTPS	0	09/10/2016	75-00	MEDICARE Pay Period: 9/10/2016	100.2165	3,054.08
1	EFTPS	0	09/10/2016	75-00	MEDICARE Pay Period: 9/10/2016	100.2165	3,054.08
1	EFTPS	0	09/10/2016	76-00	FEDERAL WITHHOLDING TAX Pay Pe	100.2165	22,275.68
Total 1:							49,000.62
2							
2	IOWA DEPARTMENT OF	0	09/10/2016	77-00	STATE WITHHOLDING TAX Pay Period	100.2166	9,334.01
2	IOWA DEPARTMENT OF	0	09/10/2016	77-00	STATE WITHHOLDING TAX	100.5.00.6100.6502	.01-
Total 2:							9,334.00
3							
3	IPERS	0	09/10/2016	50-01	IPERS-REGULAR Pay Period: 9/10/201	100.2160	9,874.55
3	IPERS	0	09/10/2016	50-01	IPERS-REGULAR Pay Period: 9/10/201	100.2160	14,820.18
3	IPERS	0	09/10/2016	50-02	IPERS-ELECTED Pay Period: 9/10/201	100.2160	27.46
3	IPERS	0	09/10/2016	50-02	IPERS-ELECTED Pay Period: 9/10/201	100.2160	41.21
Total 3:							24,763.40
4							
4	MUNICIPAL FIRE & POLI	0	09/10/2016	51-01	MFPRS-POLICE PENSION Pay Period:	100.2161	3,653.66
4	MUNICIPAL FIRE & POLI	0	09/10/2016	51-01	MFPRS-POLICE PENSION Pay Period:	100.2161	10,074.82
Total 4:							13,728.48
5							
5	ICMA-457	0	09/10/2016	52-01	ICMA RETIREMENT 457 Pay Period: 9/	100.2169	3,630.00
5	ICMA-457	0	09/10/2016	52-02	ICMA RETIREMENT 457%(GROSS) Pa	100.2169	617.15
Total 5:							4,247.15
6							
6	ICMA-401	0	09/10/2016	53-00	401A Pay Period: 9/10/2016	100.2167	787.38
Total 6:							787.38
7							
7	ICMA-ROTH	0	09/10/2016	52-05	ICMA ROTH IRA Pay Period: 9/10/2016	100.2171	1,222.30
Total 7:							1,222.30
8							
8	AFLAC	0	09/10/2016	42-00	AFLAC SHORT TERM DISABILITY Pay	100.2152	141.75
8	AFLAC	0	09/10/2016	45-01	AFLAC ACCIDENT-SICK Pay Period: 9/	100.2152	397.48
8	AFLAC	0	09/10/2016	45-02	AFLAC CANCER Pay Period: 9/10/2016	100.2152	282.65
Total 8:							821.88

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
9	9 TRANSAMERICA LIFE IN	0	09/10/2016	43-00	SUPPLIEMENTAL LIFE INSURANCE P	100.2152	152.91
Total 9:							152.91
11	11 CHILD SUPPORT RECOV	0	09/10/2016	56-01	CHILD SUPPORT-FLAT AMT Pay Perio	100.2158	556.14
Total 11:							556.14
13	13 METLIFE SMALL BUSINE	0	09/10/2016	41-01	DENTAL-SINGLE Pay Period: 9/10/201	191.4.08.9200.4795	185.13
	13 METLIFE SMALL BUSINE	0	09/10/2016	41-02	DENTAL-FAMILY Pay Period: 9/10/201	191.4.08.9200.4795	1,083.00
	13 METLIFE SMALL BUSINE	0	09/10/2016	41-01	DENTAL SINGLE	100.5.00.6100.6502	.17-
Total 13:							1,267.96
Grand Totals:							105,882.22

Report Criteria:

- Paid transmittals included
- Unpaid transmittals included

Pay Period Dates: 08/28/2016 to 09/10/2016

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<u>Name</u>	<u>Pay Date</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
ACH	9/16/2016	DIRECT DEPOSITS	100.2010	140,375.99
CHECK RUN	9/16/2016	PAYCHECKS	100.2010	5,397.44

Grand Totals:

145,773.43

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