

CITY OF PELLA, IOWA
TENTATIVE CITY COUNCIL MEETING AGENDA
November 1, 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. Pet Bakery/Pet Services in the CBD.
 - b. Department Strategic Plan—Library & City Hall.
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 October 18, 2016.
2. Report of Committees
 - a. Policy and Planning Minutes for October 18, 2016.
 - b. Planning and Zoning Minutes for September 26, 2016.
 - c. Board of Adjustment Minutes for September 27, 2016.
3. Petitions and Communications
 - a. Renewal of Class C Liquor License for Kaldera, Corp.
 - b. Renewal of Special Class C Liquor License with Class B Native Wine Permit, Outdoor Service and Sunday Sales for George's, Inc.
4. Administration Reports
 - a. None

D. *PUBLIC HEARINGS

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

NONE

E. PETITIONS & COMMUNICATIONS

1. Special Event Permit for 2016 Christmas Tour of Homes.
2. a. Special Event—Sinterklaas Parade.
2. b. Resolution No. 5726 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH A SPECIAL EVENT KNOWN AS "SINTERKLAAS PARADE".
3. a. Special Event—Holiday Season in Pella.
3. b. Resolution No. 5727 entitled, "RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH A SPECIAL EVENT KNOWN AS "HOLIDAY SEASON IN PELLA".
4. New Special Class C Liquor License for AmericInn Hotel.

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

NONE

H. RESOLUTIONS

1. Resolution No. 5728 entitled, "A RESOLUTION ENTERING INTO A 28E AGREEMENT WITH THE ALCOHOLIC BEVERAGES DIVISION FOR THE PURPOSE OF TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT COMPLIANCE IN THE CITY OF PELLA".

2. Resolution No. 5729 entitled, "RESOLUTION APPOINTING DESIGNATED REPRESENTATIVES TO REPRESENT THE CITY IN BUSINESS MATTERS OF MISSOURI RIVER ENERGY SERVICES (MRES)".

3. Resolution No. 5730 entitled, "RESOLUTION APPROVING AMENDMENTS NO. 2 & NO. 3 TO THE WASTEWATER TREATMENT AGREEMENT BETWEEN THE CITY OF PELLA AND THE CENTRAL IOWA WATER ASSOCIATION TO SERVE LAKE RED ROCK NORTH SHORE CAMPGROUND AND RECREATION AREA AND LAKE RED ROCK SUNTEX MARINA AREA AND LAND BASED OPERATIONS".

4. Resolution No. 5731 entitled, "RESOLUTION APPROVING CHANGE ORDER #1 (FINAL QUANTITY ADJUSTMENT) AND ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE WASHINGTON STREET RECONSTRUCTION PROJECT".

I. ORDINANCES

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

NONE

J. CLAIMS

1. Abstract of bills No. 1970.

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 November 15, 2016. The deadline for items is November 7, 2016. *The CITY OF PELLA encourages all citizens of Pella to attend Council meetings. Our Council Chambers are handicapped accessible and City Staff are available to give assistance if needed. If you are hearing impaired or vision impaired or a person with Limited English Proficiency and require an interpreter or reader, please contact City Hall by NOON on the Monday prior to Council meetings to arrange for assistance. (641-628-4173). TTY telephone service available for the hearing impaired through Relay Iowa 1-800-735-2942.*



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: B-1-a

SUBJECT: Discussion of Text Amendment Request to Allow for Pet Bakery/Pet Services in the Central Business District

DATE: November 1, 2016

BACKGROUND: Ms. Christy Dykstra would like open a new business in the City's Central Business District (CBD) which would sell handmade specialty items from an onsite bakery. In addition, Ms. Dykstra would like to sell bulk and pre-packaged treats, most of which would come from various suppliers, as well as high-quality and unique toys and accessories (leashes, collars, beds, Dutch costumes) for dogs. Furthermore, the store may offer dog grooming services as well. Ms. Dykstra also informed staff that she would like to have pets allowed in her store.

In reviewing the commercial use types under the City Code, the City Attorney and staff determined that appropriate classification of the proposed business would be "Pet Services", which is described as follows:

Pet Services – retail sales, incidental pet health services and grooming and boarding, when totally within a building, of dogs, cats, birds, fish and similar small animals customarily used as household pets. Typical uses include pet stores, small animal clinics, dog bath and clipping salons, and pet grooming shops, but exclude uses for livestock and large animals.

Based on this classification and in review of the 165.12-2 of the City's zoning code, pet services are not allowed in the CBD. Under the current zoning code, this type of business is only permitted in CUC- Mixed Use Urban Commercial Corridor, and CC- Community Commercial District.

Special Use Permit

In reviewing this request, staff believes Ms. Dykstra's proposal could be a good fit for the Central Business District depending on its location. If Council would like to allow Ms. Dykstra's business to operate in the downtown, staff would recommend a text amendment to allow Pet Services to operate in the Central Business District subject to obtaining a special use permit.

The special use permit would allow the Board of Adjustment to evaluate the request utilizing the following broad based standards:

1. The proposed business will be in harmony with the general purpose, goals, objectives and standards of the Comprehensive Plan and this Code;
2. The proposed business will not have a substantial, undue, or adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare;

KREYKES LAW OFFICE
Attorneys and Counselors at Law
700 Main Street, Suite 201
Pella, IA 50219

Fred J. Kreykes
Wesley A. Chaplin
Andrew G. Aeilts

Telephone: 641-628-2383
Facsimile: 641-628-9082
email: wes@kreykeslaw.com

October 26, 2016

Mike Nardini and Pella City Counsel
mnardini@cityofpella.com

RE: Petitioning for Special Use Permit in the Central Business District

Gentlemen:

Please be advised this office represents Christy Dykstra and her new business, Faux Paws Bakery, LLC. Ms. Dykstra has made application for a special use permit to allow her new business be located in the Central Business District (hereinafter referred to as "the CBD"). Ms. Dykstra and her family have lived in Pella for nearly 10 years. Her husband, Tim, is an emergency room physician at the Pella Regional Health Center. The Dykstra's have 4 children, 2 of whom currently attend Pella High School and 2 of which graduated from Pella High School and now attend Central College. The Dykstra family is heavily involved in our community, and have noticed an opportunity to open a unique business in the CBD.

Ms. Dykstra's business is Faux Paws Bakery, LLC. This is a new business entity. The business will be engaged in the sale of Dutch-themed, handmade specialty dog items from an on-site bakery. Faux Paws Bakery, LLC creates dog treats which incorporate Dutch themes, making these items unique to Pella. These bakery items include Doggy Dutch Letters (flavored with peanut butter or cheese), "Snoopwafels", and Dutch-themed dog cookies in shapes such as windmills, tulips and wooden shoes. The items are healthy for pets, and made with high quality ingredients. Faux Paws Bakery retail space would also like to sell dog birthday cakes, gift baskets and seasonal dog bakery items. The bakery could also have a variety of bulk treats available as well as Dutch dog costumes, clothing for animals with Central, Pella High School and Pella Christian colors and logos, and toys and animal accessories such as leashes, collars and beds. The tagline of Faux Paws Bakery is "A Touch of Pella for your Pet" and would draw heavily on foot traffic from tourists and local individuals.

The market for treats and foods for pets made with natural ingredients continues to expand. The tourism market in Pella is also strong, and consumers are looking for

unique Pella or Dutch-themed items when they shop in our retail district. As a result, location of Faux Paws Bakery, LLC in the CBD is crucial to the success of the business.

In addition to offering the dog bakery items described above, Faux Paws Bakery, LLC may at some point in the future like to offer pet grooming services on-site. The pet grooming industry has consistently posted strong gains for the past decade and has grown even amid recession. As anyone who has attempted to schedule an appointment with a dog groomer in Pella can attest, it is difficult to find an open appointment. Pella residents are being forced to leave the community to go to groomers in other communities in order to meet their dog's needs. Faux Paws Bakery, LLC would like to expand into this area, after the retail bakery is established, in an effort to keep this business in Pella and benefit our citizens.

Legal counsel for the City has identified that Faux Paws Bakery, LLC would be classified as "Pet Services" and given CC or CUC designation even if grooming services were not offered. It is our position that the business should be allowed into the CBD through a Special Use Permit. The overwhelming majority of the sales at Faux Paws Bakery, LLC will come from retail products, including dog treats baked on site. As a result, the business will provide "specialty retailing or retailing orientated to Pella and its surrounding vicinity" as provided under the description of "limited retail services" in City Ordinance 165.11. Faux Paws Bakery, LLC will strengthen downtown's role as a "center for trade, service and civic life", which complies with the CBD description in City Ordinance 165.12-1, which explains the purpose of base zoning districts. The CBD definition states that "mixed uses are encouraged within the CBD district with the primary use type being retail commercial." Faux Paws Bakery, LLC's proposed use would match exactly with the encouraged uses within the CBD.

It is important to note what Faux Paws Bakery, LLC is not: It is not a pet store, and it is not a clinic for the treatment of animals. Faux Paws Bakery is a bakery, which just happens to manufacture products that are consumed by animals, as opposed to humans. The bakery method is the same. The business also would offer retail products associated with pet ownership. When you also consider the Dutch nature of the bakery products, and how that supports the CBD's purpose to group retail uses designed to strengthen the town center's role "as a center for trade, service and civic life", it is only fitting that Faux Paws Bakery, LLC be allowed a Special Use Permit within the CBD.

If you have further questions regarding our request on behalf of Faux Paws Bakery, LLC please advise. Thank you for your consideration of Faux Paws Bakery's request.

Very truly yours,

Wesley A. Chaplin

**CITY OF PELLA, IOWA
CITY COUNCIL
OFFICIAL MINUTES
October 18, 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 7:05 p.m., Mayor Jim Mueller presiding. Members present were: Mark De Jong, Dan L. Vander Beek, Harold Van Stryland, Larry Peterson. Absent: Tony Bokhoven, Bruce Schiebout. City Administrator Mike Nardini, City Attorney Bob Stuyvesant, and City Clerk Ronda Brown were present. Seven staff members and five 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 Van Stryland. On roll call the vote was: AYES: Vander Beek, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried.

***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, Peterson, De Jong. NAYS: None. Motion carried. The following items were approved:

1. Approval of Minutes
 - a. Official Council Minutes for October 4, 2016.
2. Report of Committees
 - a. Policy and Planning Minutes for October 4, 2016.

Policy and Planning Minutes
October 4, 2016

No meeting
Respectfully Submitted,
Ronda Brown, City Clerk

b. Library Board Minutes for September 13, 2016.

PELLA PUBLIC LIBRARY
Board of Trustees Meeting
September 13, 2016

I. Call To Order: President Rebecca Manifold called the meeting to order at 3:58 p.m. Board members present were: Rebecca Manifold, Jane Koogler, John Evenhouse, Praveen Mohan, Rachel Sparks, and Kenny Nedder. Library Director Wendy Street was present. Alli Bogard was excused.

II. Recognition of Visitors and Visitor Comments: There were no visitors or guests present.

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 August 2016 minutes prior to the meeting. Praveen moved to approve the minutes as presented; Jane seconded the motion. The minutes were unanimously approved.

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

VI. Unfinished Business: There was no unfinished business.

VII. New Business:

- A. Faxing service: Discussed merits and community considerations of offering faxing services using 3rd party provider. The next steps include tracking faxing requests and validating contract terms before recommending taking on this service.
- B. New accreditation standards: The State Library of Iowa recently released changes to the State Library's Standards and Accreditation Program. After reviewing the new and updated core standards, the general consensus is the Pella Library is well suited and minimal changes will be required to keep our existing Tier 3 accreditation. We will need to apply for reaccreditation in 2020.
- C. Annual report – Wendy presented the Board with her annual report for FY 2015/2016. There was some discussion on the content and layout. No changes were suggested and all agreed the report represented the year well.

VIII. President's Report and Announcements:

- A. Board member Alli Bogard will have a conflict with the existing day and time for board meetings. There was discussion on potential alternative dates and times to account for this conflict. A few alternative dates and times were generated and will be reviewed with Alli to see if one will work.

IX. Director's Report:

A. New shelvers

We hired two new shelvers: Erin Duenwald and Elise Beukelman. They both started Aug. 17.

B. Pew survey on reading habits

The Pew Research Center has released the results of their Book Reading 2016 survey. Here are the highlights:

- A growing share of Americans are reading e-books on tablets and smartphones rather than dedicated e-readers, but print books remain much more popular than books in digital formats.
- The share of Americans who have read a book in the last year is largely unchanged since 2012; more Americans read print books than either read e-books or listen to audio books.
- Nearly four-in-ten Americans read print books exclusively; just 6% are digital-only book readers
- College graduates are roughly four times as likely to read e-books and about twice as likely to read print books and audio books – compared with those who have not graduated high school.
- The share of Americans who read books on tablets or cellphones has increased substantially since 2011, while the share using dedicated e-readers has remained stable.
- About one-in-five Americans under the age of 50 have used a cellphone to read e-books; blacks and Americans who have not attended college are especially likely to turn to cellphone – rather than other digital devices – when reading e-books.
- The share of Americans who read in order to research a specific topic of interest has increased in recent years.
- Older and younger adults are equally likely to read for pleasure or to keep up with current events; younger adults. You can read the full report at: <http://pewrsr.ch/2bGohrV>

C. Building and grounds

The 4G backup was finally installed and was working correctly as of Aug. 12. However, it continues to use data and our IT consultant does not know why. So we are leaving it unplugged and will plug it in if/when we need it. We were not billed for any data use this month. I have cancelled the LISCO service and the final bill is in your packets.

We have had some problems with school-issued laptops not being able to connect to the library's wireless internet. Chris has been working with Ben Bollard to resolve this issue, which Bollard believes has to do with their filter not working with our filter.

D. Staff activities

Assistant Director: This month, Chris completed several performance reviews. With the assistance of RSM, the 4G Internet backup project was completed and is operational. He is in the process of cataloging the vertical files in the Heritage Room, and is working with PCSD to diagnose why student laptops cannot access the Internet through our wireless connection.

Director: I started weeding the 900s, did orientations for our two new shelvers, and began work on the ADA checklist. I made presentations to the Genealogy Club, Master Gardeners and Pella Garden Club. I attended city training on SDS Binderworks, our new system for tracking and updating safety data sheets. I am unable to begin work on the state annual report because the State Library has not made the reporting form available yet.

E. Upcoming events

- Weekly Story Time. Tot Times and Lap Sit will be offered in September beginning the week of September 12. Please call the library for days and times.
- Story time is offered every Saturday at 10:30 a.m. Saturday story time is suggested for ages 3 and up with parents.
- September 12 at 10 a.m.: LEGO Club Sign Up. LEGO Club will be held during the months of October-April. Sign up is required.
- September 12 at 6:00 p.m.: American Sign Language classes. An 8-week course of introductory classes will be held in the Library Meeting Room on Monday nights beginning Sept. 12. The classes are intended for adults.
- September 13 at 7 p.m.: L.E.M.M.I.N.G.S. Teen Group. Any student in 6th grade or higher is welcome to join us for this monthly program.
- September 14 at 3:00 p.m.: Afternoon Movie. Join us to watch a movie on the big screen in the meeting room. Please remember children under the age of 5 need a mature person watching the movie with them and children under the age of 8 need a mature person in the library during the program.
- September 15 at 7:00 p.m.: What is a Seed Library? Learn about our planned seed library and how you can participate.
- September 24 at 10:00-11:30 a.m.: Book Bash with activities based on a farm theme. The first 100 families with children ages 0-5 will receive a copy of the book Barnyard Banter by Denise Fleming. The program will be held in Central Park. In case of rain, the activities will be held in the library.
- September 26 at 4:00 p.m.: What is a Seed Library? Learn about our planned seed library and how you can participate. This is a repeat of the Sept. 15 program.

X. Committee reports: There were no committee reports.

XI. Adjournment: President Rebecca Manifold adjourned the meeting at 5:10 p.m. The next regularly scheduled Board Meeting is scheduled for October 11, 2016.

3. Petitions and Communications

a. Renewal of Class E Liquor License with Wine, Carryout Beer, and Sunday Sales privileges for Hy-Vee Wine & Spirits.

SUBJECT: Renewal of Class E Liquor License for Hy-Vee Wine & Spirits

DATE: October 18, 2016

BACKGROUND: Hy-Vee Wine & Spirits, located at 512 E Oskaloosa, has applied for renewal of their Class E Liquor License with wine, carryout beer, and Sunday Sales privileges. The application was completed with the state online. The term of the new license is twelve months and would expire December 12, 2017.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Approve renewal.

b. Renewal of Class C Liquor License with Catering, Outdoor Service, and Sunday Sales for Central College.

SUBJECT: Renewal of Class C Liquor License for Central College

DATE: October 18, 2016

BACKGROUND: Central College, located at 812 University, has applied for renewal of their Class C liquor license with Catering Privilege, Outdoor Service, and Sunday Sales. The application was completed with the state online. The term of the new license is twelve months and would expire November 30, 2017.

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

c. Renewal of Class B Beer Permit with Sunday Sales for Casey's General Store #2574.

SUBJECT: Renewal of Class C Beer Permit with Sunday Sales for Casey's General Store #2574

DATE: October 18, 2016

BACKGROUND: Casey's General Store #2574, located at 640 Washington Street, has applied for renewal of their Class C Beer Permit with Sunday Sales. Also to note is a change of ownership where Casey's vice president has changed.

The application was completed with the state online. The term of the new license is twelve months and would expire December 7, 2017.

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

d. Renewal of Class B Beer Permit with Sunday Sales for Casey's General Store #2575.

SUBJECT: Renewal of Class C Beer Permit with Sunday Sales for Casey's General Store #2575

DATE: October 18, 2016

BACKGROUND: Casey's General Store #2575, located at 414 Oskaloosa Street, has applied for renewal of their Class C Beer Permit with Sunday Sales. Also to note is a change of ownership where Casey's vice president has changed.

The application was completed with the state online. The term of the new license is twelve months and would expire December 7, 2017.

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

4. Administration Reports

a. Urban Renewal Report for Fiscal Year 2016.

SUBJECT: Urban Renewal Report for Fiscal Year 2016

DATE: October 18, 2016

BACKGROUND: Annually, the City is required to file an Urban Renewal Report with the State of Iowa. The purpose of the report is to increase the transparency of local government reporting of tax increment financing (TIF) districts. The report provides a snapshot of each TIF district for the fiscal year showing such elements as valuations by class, the total increment collected, projects within each TIF, and the debt associated with each urban renewal area.

The enclosed Urban Renewal Report is for the fiscal year ended June 30, 2016 and includes the following TIF districts: Bos Landen, High Point, Mill Farm and the Pella Business Corridor.

The report identifies a TIF fund balance of \$575,677 at June 30, 2016. In addition, the report also identifies total outstanding net TIF debt of \$790,856.

ATTACHMENTS: Urban Renewal Report
REPORT PREPARED BY: Finance
REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK
RECOMMENDED ACTION: Approve Urban Renewal Report.

D. *PUBLIC HEARINGS

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

NONE

E. PETITIONS & COMMUNICATIONS

1. New Garbage Hauler's License for Doug Harrington dba Harrington Trucking LLC. Councilmember Vander Beek moved to approve, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Van Stryland, Peterson. NAYS: None. Motion carried.

SUBJECT: New Commercial Garbage Hauler's License for Harrington Trucking LLC

DATE: October 18, 2016

BACKGROUND: Doug Harrington, owner of Harrington Trucking LLC located at 1561 Hwy T17 in Harvey, Ia, has applied for a Commercial Garbage Hauler's License. This company has a variety of dumpsters and plans to haul demolition materials. Under the 28E Agreement with the Marion County landfill, all garbage/waste collected in Pella must be disposed of at the Marion County landfill with the exception of items declared as recyclable.

The application, certificate of insurance, and the \$50 fee have been received. The term of the new license is for one year and would expire October 20, 2017.

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

2. Renewal of Class C Liquor License with Living Quarters and Sunday Sales for The Lamp Post Lounge. Councilmember Peterson moved to approve renewal of the license as requested, seconded by Councilmember De Jong. Motion failed due to lack of support. Councilmember Vander Beek moved to accept the application as timely filed, seconded by Councilmember De Jong. This motion allows them to continue to operate. Once criminal charges against The Lamp Post Lounge owner have been adjudicated, staff will present the liquor renewal request to Council. On roll call the vote was: AYES: Vander Beek, De Jong, Van Stryland, Peterson. NAYS: None. Motion carried.

SUBJECT: Renewal of Class C Liquor License for The Lamp Post Lounge, Corp.

DATE: October 18, 2016

BACKGROUND: The Lamp Post Lounge, located at 813 Washington Street, has applied for renewal of their Class C liquor license with Living Quarters Privilege and Sunday Sales. The application was completed with the state online pending receipt of dram shop insurance. The term of the proposed license would be for twelve months and expire on October 30, 2017.

As further background on this issue, in November 2015, the Pella City Council conditionally approved renewal of the Lamp Post Lounge's existing liquor license, which expires on October 30, 2016. The approval was subject to the Lamp Post Lounge submitting a plan of action to address past alcohol license violations. In addition, the Lamp Post Lounge was notified any future violations of their liquor license could result in revocation of their license.

While the Lamp Post Lounge complied in submitting the required action plan, it is important to note, there are pending criminal charges against the owner of The Lamp Post Lounge. Since these charges have not been adjudicated at this time, staff is recommending Council acknowledge the permit was timely filed. Timely filed status under Chapter 4, Section 185--4.26 (2) of the Iowa Administrative Code, allows the holder of the license or permit to continue to operate under a license or permit after its expiration and until the local authority and the division have finally determined whether the license or permit should be issued. If Council chooses this option, staff will present the Lamp Post Lounge's liquor license renewal request once criminal charges have been adjudicated.

ATTACHMENTS: Application; Iowa Administrative Code Section 185-4.26 (2)

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR

CITY CLERK

RECOMMENDED ACTION: Acknowledge the Lamp Post Lounge has timely filed a renewal of their current liquor license which expires on October 30, 2016.

F. PLANNING AND ZONING ITEMS

NONE

G. ADMINISTRATION REPORTS

NONE

H. RESOLUTIONS

NONE

I. ORDINANCES

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

1. Ordinance No. 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. Councilmember Vander Beek moved to place Ordinance No. 916 on its third and final reading, seconded by Councilmember Van Stryland. On roll call the vote was: AYES: Vander Beek, Van Stryland, Peterson, De Jong. NAYS: None. Motion carried. Councilmember Vander Beek moved that Ordinance No. 916 be adopted, seconded by Councilmember De Jong. On roll call the vote was: AYES: Vander Beek, De Jong, Van Stryland, Peterson. NAYS: None. Mayor Mueller declared the motion carried and the ordinance duly passed and adopted.

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

DATE: October 18, 2016 (3rd 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

J. CLAIMS

1. Abstract of bills No. 1969. Councilmember De Jong moved to approve, seconded by Councilmember Vander Beek. On roll call the vote was: AYES: De Jong, Vander Beek, Van Stryland, Peterson. NAYS: None. Motion carried.

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

NONE

L. CLOSED SESSION

NONE

M. ADJOURNMENT

There being no further business claiming their attention, Councilmember Vander Beek moved to adjourn, seconded by Councilmember Peterson. On roll call the vote was: AYES: Vander Beek, Peterson, De Jong, Van Stryland. NAYS: None. Motion carried. Meeting adjourned at 7:30 p.m.

C-2-a

Policy and Planning Minutes
October 18, 2016

No meeting was held.

Respectfully Submitted,
Ronda Brown, City Clerk



CITY OF PELLA, IOWA
PLANNING & ZONING COMMISSION MINUTES
September 26, 2016

Monday, September 26, 2016 7:00 P.M. Public Safety Complex Liberty Street Entrance

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

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

Absent: None

Quorum present

Visitors: Marc Vande Noord, Mike Larsen, Bruce Van Sant, Brad Uitermarkt

B. Chairperson's Comments.

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

C. Approval of Minutes

A motion to approve the 8-22-16 minutes was made by Agan and seconded by Van Vark. On roll call the vote was: YES: Agan, Van Vark, Chiarella, Haustein, Landon, Pfalzgraf, Vander Molen, Van Wyk, Visser, Vos. NO: None. Motion carried.

D. Site Plan: Vande Noord Construction

Vande Noord Construction is proposing the construction of two cold storage buildings adjacent to Graceland Cemetery Road in the unincorporated area of Marion County. An existing shop/storage building currently exists adjacent to the roadway which is 176' x 60'. One of the proposed building would be 135' x 50' in size and the other would be 120' x 40' in size. Staff provide an overview of the proposed site plan. In summary, staff stated they believe the proposed site plan conforms to the comprehensive plan and meets all of the City's zoning code requirements.

The Commission discussed the request and at the conclusion of the discussion a motion was made by Van Wyk to approve and seconded by Chiarella. On roll call the vote was: YES: Van Wyk, Chiarella, Agan, Haustein, Landon, Pfalzgraf, Vander Molen, Van Vark, Visser, Vos. NO: None. Motion carried.

E. Site Plan: Van Sant Enterprises

Van Sant Enterprises is proposing a new office addition to the existing structure on Truman Road. The proposed office addition would be 55' x 75' and 2 stories in height. The addition would be placed at the front of the existing building in space reserved for this addition. Staff provided an overview of the proposed site plan. In summary, staff stated they believe the proposed site plan conforms to the comprehensive plan and meets all of the City's zoning code requirements.

The Commission discussed the proposal and at the conclusion of the discussion a motion was made by Van Vark and seconded by Chiarella to approve the proposed site plan. On roll call the vote was: YES: Van Vark, Chiarella, Agan, Haustein, Landon, Pfalzgraf, Vander Molen, Van Wyk, Visser, Vos. NO: None. Motion carried.

F. Other Business / Public Forum

G. Adjourn

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



CITY OF PELLA, IOWA
BOARD OF ADJUSTMENT MINUTES
September 27, 2016

Tuesday, September 27, 2016 6:00 P.M. Public Works Conference Room 100 Truman Road

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

Members Present: Corbett, Hastings, Nossaman, Reiter, Vander Wert
Absent: Rolffs, Smith, Vander Meiden, Van Wyk
Quorum present.

Visitors: Barry and Connie Kane, Derek Mulch

B. Chairperson's Comments.

Approval of tentative agenda

Reiter moved to approve, seconded by Nossaman. On roll call the vote was: YES: Reiter, Nossaman, Corbett, Hastings, Vander Wert. NO: None. Motion carried.

C. Approval of Minutes from August 9, 2016

Reiter moved to approve, seconded by Nossaman. On roll call the vote was: YES: Reiter, Nossaman, Corbett, Hastings, Vander Wert. NO: None. Motion carried.

D1a. Public Hearing: 1011 Liberty Street

The Board of Adjustment opened the Public Hearing on a Variance Application by Barry and Connie Kane. Staff provided an overview of the variance and reviewed the criteria the Board must adhere to in granting a variance. In summary, the variance request was being made in order to construct breezeway in order to connect the existing home to garage. This issue at hand is once the structures are connected via the breezeway the garage would be considered part of the principal structure, which means it must adhere to the setback requirements for the primary structure of five feet. Currently, the Kane's garage meets city code requirements by maintaining a two foot side yard setback. Therefore, the applicant is requesting a variance for a 2'-0" side yard setback for the principal structure. If this variance is approved, the side yard setback would be reduced by 3'-0".

No written comments were received. Derek Mulch, with Klinger and Associates, provided an overview of the variance request by Barry and Connie Kane. In addition, Derek also provided an additional sketch of the proposed breezeway. A motion to enter the document into record was made by Nossaman and seconded by Hastings. On roll call the vote was YES: Nossaman, Hastings, Corbett, Reiter, Vander Wert. NO: None. Motion carried.

As no other comments were received, Vander Wert moved to close the public hearing, seconded by Reiter. On roll call the vote was: YES: Vander Wert, Reiter, Corbett, Hastings, Nossaman, Reiter. NO: None. Motion carried.

D1b. Variance: 1011 Liberty Street

Dimensional variance requested by Barry and Connie Kane.

The Board discussed the request and at the conclusion of discussion a motion was made by Nossaman to approve the request, seconded Vander Wert. On roll call the vote was: YES: Nossaman, Vander Wert, Corbett, Hastings, Reiter. NO: None. Motion carried.

E. Other Business

F. Adjourn

Reiter moved to adjourn and was seconded by Vander Wert. Meeting adjourned at 6:30 p.m.



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: C-3-a

SUBJECT: Renewal of Class C Liquor License for Kaldera, Corp.

DATE: November 1, 2016

BACKGROUND: Kaldera, located at 1205 Washington, has applied for renewal of their Class C Liquor License. The application was completed with the state online. The term of the new license is twelve months and would expire November 30, 2017.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve renewal.

Applicant License Application (LC0036528)

Name of Applicant: <u>Kaldera, Corp.</u>		
Name of Business (DBA): <u>Kaldera</u>		
Address of Premises: <u>1205 Washington</u>		
City <u>Pella</u>	County: <u>Marion</u>	Zip: <u>50219</u>
Business	<u>(641) 628-3339</u>	
Mailing	<u>1205 Washington</u>	
City <u>Pella</u>	State <u>IA</u>	Zip: <u>50219</u>

Contact Person

Name <u>vasiliki Apostolopoulou</u>
Phone: (641) <u>[REDACTED]</u> Email <u>[REDACTED]</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 12/01/2016

Expiration Date: 11/30/2017

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>[REDACTED]</u> Federal Employer ID <u>[REDACTED]</u>

Ownership

Panagiotis Anastassopoulos

First Name: Panagiotis **Last Name:** Anastassopoulos
City: Pella **State:** Iowa **Zip:** 50219
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Vassiliki Apostolopoulou

First Name: Vassiliki **Last Name:** Apostolopoulou
City: Pella **State:** Iowa **Zip:** 50219
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>West Bend Mutual Insurance Company</u>
Policy Effective Date: _____ Policy Expiration _____

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: C-3-b

SUBJECT: Renewal of Special Class C Liquor License for George's, Inc.

DATE: November 1, 2016

BACKGROUND: George's Inc., dba George's Pizza & Steakhouse, located at 626 Franklin Street, has applied for renewal of their Special Class C Liquor License with a Class B Native Wine Permit, Outdoor Service, and Sunday Sales privileges. The application was completed with the state online. The term of the new license is twelve months and would expire November 30, 2017.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve renewal.

Applicant License Application (BW0094015)

Name of Applicant:	<u>George's, Inc.</u>		
Name of Business (DBA):	<u>George's Pizza Steakhouse</u>		
Address of Premises:	<u>626 Franklin Street</u>		
City	<u>Pella</u>	County:	<u>Marion</u> Zip: <u>50219</u>
Business	<u>(641) 628-2802</u>		
Mailing	<u>626 Franklin Street</u>		
City	<u>Pella</u>	State	<u>IA</u> Zip: <u>50219</u>

Contact Person

Name	<u>Debbie Apostolopoulos</u>		
Phone:	<u>[REDACTED]</u>	Email	<u>[REDACTED]</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 12/01/2016

Expiration Date: 11/30/2017

Privileges:

- Class B Native Wine Permit
- Outdoor Service
- Special Class C Liquor License (BW) (Beer/Wine)
- Sunday Sales

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>[REDACTED]</u>	Federal Employer ID	<u>[REDACTED]</u>

Ownership

Panagiotis Apostolopoulos

First Name: Panagiotis **Last Name:** Apostolopoulos
City: Pella **State:** Iowa **Zip:** 50219
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	<u>West Bend Mutual Insurance Company</u>		
Policy Effective Date:		Policy Expiration	
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: E-1

SUBJECT: Special Event Permit Request for 2016 Christmas Tour of Homes

DATE: November 1, 2016

BACKGROUND: Pella Convention and Visitors Bureau has requested a special event permit for "2016 Christmas Tour of Homes" scheduled for Thursday, December 1st – Saturday, December 3rd. The time for the special event request is December 1st from 10:00 am through December 3rd at 4:00 pm.

The houses on tour this year are located at 508 Columbus Street, 315 Independence Street, 1027 Fountain View Drive, and 2622 Hemel Drive. The event will also include refreshments at the Pella Opera House, 611 Franklin. Signage will be used to identify the locations on the tour. No street closures have been requested.

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

ATTACHMENTS: Application, Department Comments, Map

REPORT PREPARED BY: City Hall Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve special event.



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the *fee payment* and the *\$1,000,000 insurance certificate*. The application should be submitted at least a month in advance of the event date.

For Office Use Only:			
Date Received: <i>10/17/16</i>	Received by: <i>RA</i>	Fee: <i>\$20</i>	Insurance Certificate: <i>Yes</i>

Name of Event: <i>2016 CHRISTMAS TOUR OF HOMES</i>
--

Date of Application:	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.)

VISITOR SPENDING IMPACT AS WELL AS A "SPILL OVER" IMPACT RES ON THE ANNUAL TOUR OF HOMES. THE EVENT GROWTH BOOSTS SPENDING IN OUR LOCAL BUSINESSES OVER THE 3 DAY EVENT. SEVERAL REPRESENTATIVES IN THE AREA WOULD NEED VISITS DOWNTOWN FOR HOLIDAY SHOPPING. 2700 TICKETS SOLD IN 2015 (DUE TO GREAT WEATHER TOO)

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: <i>Pella Community Homes Bureau</i>	Contact Person: <i>JILL VANDEVOORT</i>
Signature: <i>Jill Vandervoort</i>	Signature:
Address: <i>718 WASHINGTON ST. PELLA, IA 50259</i>	Address:
Phone: <i>624-2626</i>	Cell Phone: <i>781-5989</i>

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: <i>DEC 1-3 SET UP DEC 1: 10AM - 9:00 AM</i>
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: <i>DEC 2: 9AM - 9:00 AM</i>
LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.
<i>* ADDRESSES AND MAP INCLUDED.</i>

EVENT INFORMATION (continued)

DO STREETS NEED TO BE CLOSED? Yes No If YES, list streets to be closed and indicate on map. Also list number of barricades needed.

Street Name	Distance on Street	Date/ Time for Street Closings	# of Barricades
		Starting: Ending:	
		Starting: Ending:	

DO PARKING SPACES NEED TO BE RESERVED? Yes No If spaces need to be roped off or reserved, please indicate below.

Location	# of Cones

WILL SIGNAGE BE USED? Yes No If Yes, complete the Special Event Signage Information Sheet.

WILL POLICE OFFICERS OR RESERVES BE NEEDED? Yes No If Yes, list number needed and for what length of time. You will be billed \$30 per hour per officer.

WILL ADDITIONAL ELECTRICITY BE REQUIRED? Yes No If Yes, complete the Special Event Electrical Information Sheet.

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

COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: Map Drawing
 If the map does not accurately show the area, then a drawing should be included. For example, the dimensions of the area to be used or a more detailed description of the area would be helpful. Please be reminded that if you are requesting the use of a park, the parking spaces around that area are not included in the permit, unless specifically requested.

WILL THERE BE VENDOR BOOTHS? Yes No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this list is dependent upon the length and size of your event. For large events, please supply this information earlier than the one month recommendation.

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

Property Owner	Address	Signature of Property Owner

DUNLAP BASIN VINEYARD 1027 FORTY-NINTH ST NW

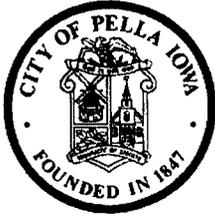
STANLEY HILL VINEYARD 2100 44TH AVE NW

Jessie Snow
Sturges
Cassie VanDyke
Jari VanDyke

Locations for the 2016 Christmas Tour of Homes:

(Please see attached city map for all locations)

- Luke & Sue Huisman
508 Columbus
- Nathan & Amanda Tierney
315 Independence
- Derek & Cassie Van Dyke
1027 Fountain View Dr.
- Stan & Tari Van Wyk
2622 Hemel
- Pella Opera House
611 Franklin Street



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

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

Type of Sign(s): <input type="checkbox"/> A-frame <input checked="" type="checkbox"/> banner <input type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s): <i>See attachments please</i>	
Time of Sign Placement: <i>Wed Nov 20 2-7 PM</i>	Time of Sign Removal: <i>Sat. Dec 3 by 5:30 PM</i>
Colors and Materials of Proposed Sign: <i>White, Yellow, Red, Green Signs</i>	
Any Proposed Lighting:	
Proposed Location(s) of Signage: <i>See attachments</i>	

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

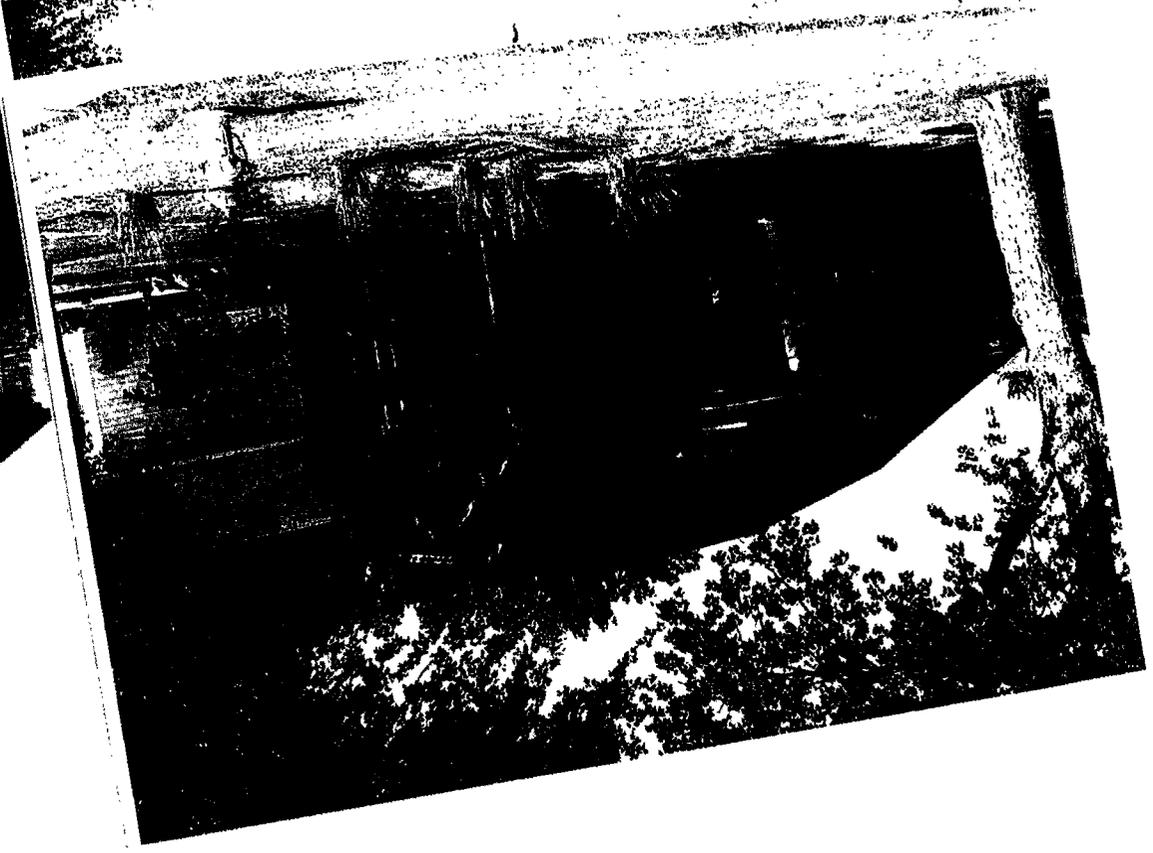
The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.

Signage request for 2016 Tour of Homes:

1. 30-day request to post the "Tour of Homes Tickets Sold Here" banner along our Chamber of Commerce/Convention & Visitors Bureau lawn entrance at 818 Washington Street. (3' tall x 6' wide)
(Start date: November 1)

2. One Sandwich Board sign will be placed just outside the Pella Opera House entrance to inform ticket-holders of this year's location hosting the Refreshments.

3. Portable bracket signs (18"x 24") will be added in the following locations:
 - ❖ Huisman home: 508 Columbus
 - ❖ Tierney home: 315 Independence
 - ❖ Van Wyk home: 2622 Hemel
 - ❖ Van Dyke home: 1027 Fountain View Dr.
 - ❖ Corner of Main St. and Columbus directing to Huisman home
 - ❖ Corner of Idaho Dr. and Bos Landen Weg directing to Van Wyk home
 - ❖ Corner of Bos Landen Weg and Bos Landen Dr. directing to Van Wyks
 - ❖ Corner of Bos Landen Drive and Utrech Laan directing visitors to the Van Wyk home
 - ❖ Corner of Utrech Laan and Hemel Dr. directing to Van Wyk's
 - ❖ Corner of Big Rock Rd. and Broadway directing visitors to Van Dyke home
 - ❖ Corner of Broadway and Fountain View directing to the Van Dyke home
 - ❖ Corner of Fountain View and West 3rd directing to Van Dyke's





CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

Event:	Tour of Homes
Add Comments by:	October 25, 2016
City Hall Contact:	Ronda Brown
Date of Event:	Dec. 1-3, 2016
If questions, contact:	Jill Vandervoort

Police Comments

Recommend approval. RAB

Public Works Comments

Recommend approval. DB DR

Planning & Zoning Comments

Recommend approval. MB

Electric Comments

Recommend approval. DM

Community Services Dept. Comments

Recommend approval. JV



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: E-2a & 2b

SUBJECT: Special Event Permit Request for Sinterklaas Day Parade

DATE: November 1, 2016

BACKGROUND: Pella Historical Society has requested a special event permit for the "Sinterklaas Parade," Saturday, November 26, 2016 from 9:00 a.m. to 10:30 a.m. The event celebrates the community's Dutch heritage tradition and consists of a strolling Volks parade and a brief program on the Tulip Toren. This is the 40th year for the event.

As a part of this request, a resolution is being presented for the following street segments to be closed on an as needed basis from 9:00-11:00 a.m. on November 26th: Franklin Street between E 2nd and Broadway, the intersection of E 1st and Franklin, and the intersection of Main and Franklin Street. All pertinent City Departments have reviewed this application and comments are attached. The fee and insurance certificate have been received and approval is recommended.

ATTACHMENTS: Resolution, Application, Department Comments, Map

REPORT PREPARED BY: City Hall Staff

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve Special Event and Resolution.

RESOLUTION NO. 5726

RESOLUTION TEMPORARILY CLOSING
PUBLIC WAYS OR GROUNDS IN CONNECTION WITH
A SPECIAL EVENT KNOWN AS "SINTERKLAAS PARADE"

WHEREAS, Iowa Code Section 364.12(1) states "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 "Public ways and grounds may be temporarily closed by resolution"; and

WHEREAS, the Pella Historical Society has made a request to close the following street segments on an as needed basis from 9:00-11:00 a.m. on November 26, 2016: Franklin Street between E 2nd and Broadway, the intersection of E 1st and Franklin, and the intersection of Main and Franklin Street for the purpose of the Special Event known as the "Sinterklaas Parade."

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 1st day of November, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the *fee payment* and the *\$1,000,000 insurance certificate*. The application should be submitted at least a month in advance of the event date.

For Office Use Only:			
Date Received: 10/20/16	Received by: RB	Fee: \$20	Insurance Certificate: Yes

Name of Event: Sinterklaas Parade

Date of Application: 10/20/16	Fee Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No Make check payable to City of Pella
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input 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.)

Sinterklaas Parade from 507 Franklin Street ending at the Tulip Toren.

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: <u>Pella Historical Museums</u>	Contact Person: <u>Cindy Eekhoff</u>
Signature: <u>Cindy Eekhoff</u>	Signature: <u>Cindy Eekhoff</u>
Address: <u>507 Franklin Street</u>	Address: <u>507 Franklin St</u>
<u>Pella IA 50219</u>	<u>Pella, IA 50219</u>
Phone: <u>620-9463</u> Cell Phone:	Phone: <u>620-9463</u> Cell Phone:

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: 11-26-16 9:00 am to 10:30 am

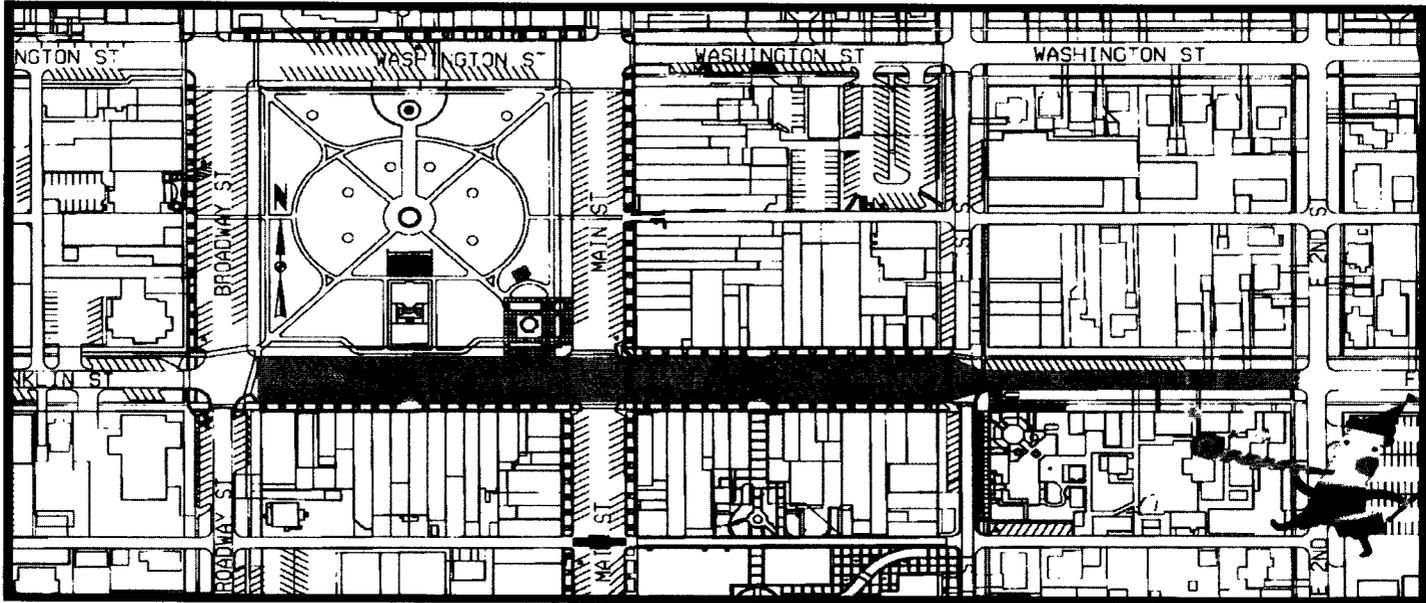
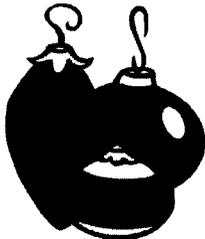
DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: 11-26-16

LOCATION OF EVENT: Name streets, parks, area, etc and ATTACH map or drawing.
507 Franklin Street - West to Tulip Toren
(corner E 2nd St and Franklin St)

EVENT INFORMATION (continued)

DO STREETS NEED TO BE CLOSED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If YES, list streets to be closed and indicate on map. Also list number of barricades needed.			
Street Name	Distance on Street	Date/ Time for Street Closings	# of Barricades
Main St.	Intersection of Franklin	Starting: 9 am Ending: 11 am	As Needed
East 1 st St.	Intersection of Franklin	Starting: 9 am Ending: 11 am	As Needed
DO PARKING SPACES NEED TO BE RESERVED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If spaces need to be roped off or reserved, please indicate below.			
Location			# of Cones
WILL SIGNAGE BE USED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, complete the Special Event Signage Information Sheet.			
WILL POLICE OFFICERS OR RESERVES BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list number needed and for what length of time. You will be billed \$30 per hour per officer.			
WILL ADDITIONAL ELECTRICITY BE REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete the Special Event Electrical Information Sheet.			
WILL ANY OTHER CITY SERVICES BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list details.			
COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: <input checked="" type="checkbox"/> Map <input type="checkbox"/> Drawing If the map does not accurately show the area, then a drawing should be included. For example, the dimensions of the area to be used or a more detailed description of the area would be helpful. Please be reminded that if you are requesting the use of a park, the parking spaces around that area are not included in the permit, unless specifically requested.			
WILL THERE BE VENDOR BOOTHS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this list is dependent upon the length and size of your event. For large events, please supply this information earlier than the one month recommendation.			
WILL ANY PART OF THE EVENT BE HELD ON PRIVATE PROPERTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list the address of the property and have the property owner sign below giving their consent for use of their property for this special event.			
Property Owner	Address	Signature of Property Owner	

Sinterklass Parade Street Closure





CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

Event:	Sinterklaas Parade
Add Comments by:	October 26, 2016
City Hall Contact:	Ronda Brown
Date of Event:	November 26, 2016
If questions, contact:	Cindy Eekhoff

Public Comments

Recommend approval. RAB

Public Works Comments

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

Police & Zoning Comments

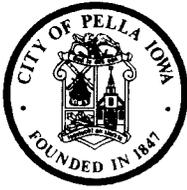
Recommend approval. MSB

Electric Comments

Electricity hook-up at Tulip Toren is provided by Parks Department. Recommend approval. DM

Community Services/Parks Comments

Recommend approval. JV



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: E-3a & 3b

SUBJECT: Special Event Permit for Holiday Season in Pella

DATE: November 1, 2016

BACKGROUND: Pella Chamber of Commerce has requested a special event permit for “Holiday Season in Pella”, which includes special holiday events in the downtown area. The requested dates are November 21—Dec 17. Listed below are details of the event:

Nov. 21: Tree Lighting Ceremony with Children’s Community Choir @ 6 pm; roving street entertainers; Santa at the Information Windmill 5-8 pm; horse-drawn carriage rides 5-8 pm

Nov. 26: Horse-drawn carriage rides 10 am-4 pm; roaming and in-store street entertainers; free hot cocoa bar in front of Boat’s

Dec. 2: Horse-drawn carriage rides 1 pm-8 pm; roaming and in-store entertainers

Dec. 3: Horse-drawn carriage rides 10 am-2 pm; Free hot cocoa bar in front of Boat’s; roaming and in-store entertainers; Santa at Information Windmill 11 am-2 pm

Dec. 10: Horse-drawn carriage rides 11 am-4 pm; Santa at Windmill 11 am-2 pm; free hot cocoa bar in front of Boat’s; roaming and in-store entertainers

Dec. 17: Horse-drawn carriage rides 11-4 pm; Santa at Windmill 11 am-2 pm; roaming and in-store entertainers

No street closures have been requested. However, a resolution is included with this request to reserve six parking spaces on Franklin Street south of the Information Windmill to load/unload passengers for the carriage rides on November 21, 26 and December 2, 3, 10, & 17. It should also be noted, a new carriage route has been requested that includes the streets around Central Park. Last year’s route did not include streets north of Franklin Street.

The fee and insurance certificate 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 Hall Staff

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve Special Event and Resolution.

RESOLUTION NO. 5727

RESOLUTION TEMPORARILY CLOSING
PUBLIC WAYS OR GROUNDS FOR THE SPECIAL EVENT KNOWN AS
“HOLIDAY SEASON IN PELLA”

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, Pella Chamber of Commerce has requested six reserved parking spaces on Franklin Street south of the Information Windmill on November 21, 26 and December 2, 3, 10, 17.

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 reserve the parking spaces as stated above.

PASSED AND ADOPTED this 1st day of November, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



THE
CITY of PELLA

SPECIAL EVENTS APPLICATION

Please make sure the application is complete before submitting it to City Hall. This includes the *fee payment* and the *\$1,000,000 insurance certificate*. The application should be submitted at least a month in advance of the event date.

For Office Use Only:			
Date Received: <u>10/24/16</u>	Received by: <u>RB</u>	Fee: <u>75</u>	Insurance Certificate: <u>Yes</u>

Name of Event: Winter Season in Pella

Date of Application: <u>10/24/16</u>	Fee Paid: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Make check payable to City of Pella
Attach Insurance Certificate (\$1,000,000 min) naming City of Pella "Also Insured".	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Various holiday activities designed to bring residents and visitors to Pella for the holidays

PROMOTER AND CONTACT PERSON INFORMATION

Promoter's Name: <u>Willa Chamber of Commerce</u>	Contact Person: <u>Faren Bockner</u>
Signature:	Signature: <u>[Signature]</u>
Address: <u>918 Washington Pella IA 50179</u>	Address: <u>Same</u>
Phone: <u>515-281-1330</u>	Cell Phone: <u>515-281-3359</u>
Phone: <u>None</u>	Cell Phone: <u>None</u>

EVENT INFORMATION

DATE(S) AND TIME(S) OF EVENT: Nov 17, 2016

DATE(S) AND TIME(S) OF SET-UP/TAKE DOWN: Nov 18, 2016

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

Central Park, downtown Pella, IA. Various walk streets

EVENT INFORMATION (continued)

DO STREETS NEED TO BE CLOSED? Yes No If YES, list streets to be closed and indicate on map. Also list number of barricades needed.

Street Name	Distance on Street	Date/ Time for Street Closings		# of Barricades
		Starting:	Ending:	
		Starting:	Ending:	

DO PARKING SPACES NEED TO BE RESERVED? Yes No If spaces need to be roped off or reserved, please indicate below.

Location <i>1000 N. 1st St. from 1st to 2nd St. on the east side</i>	# of Cones <i>6</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.

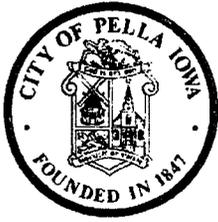
WILL ANY OTHER CITY SERVICES BE NEEDED? Yes No If Yes, list details.

COMPLETE LAYOUT OF THE CITY PROPERTY TO BE USED: Map Drawing
If the map does not accurately show the area, then a drawing should be included. For example, the dimensions of the area to be used or a more detailed description of the area would be helpful. Please be reminded that if you are requesting the use of a park, the parking spaces around that area are not included in the permit, unless specifically requested.

WILL THERE BE VENDOR BOOTHS? Yes No If Yes, a list of the names of all vendors and a map showing the location and size of the vendor booths needs to be sent to City Hall prior to the date of the event as outlined in Sec 123.04 of the City Code (attached). The time requirement for submittal of this list is dependent upon the length and size of your event. For large events, please supply this information earlier than the one month recommendation.

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

Property Owner	Address	Signature of Property Owner



THE
CITY of PELLA

SPECIAL EVENTS--SIGNAGE INFORMATION SHEET

Information Required:

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

Type of Sign(s): <input type="checkbox"/> A-frame <input type="checkbox"/> banner <input type="checkbox"/> portable <input type="checkbox"/> sandwich board <input type="checkbox"/> traffic directional <input type="checkbox"/> vehicle mounted <input type="checkbox"/> window <input type="checkbox"/> other (please describe)	
Size of Sign(s): 2' x 3'	
Time of Sign Placement: 12pm	Time of Sign Removal: 9pm
Colors and Materials of Proposed Sign: Yellow & Red	
Any Proposed Lighting: No	
Proposed Location(s) of Signage: NE corner of 2nd & W. 1st	

Traffic Safety

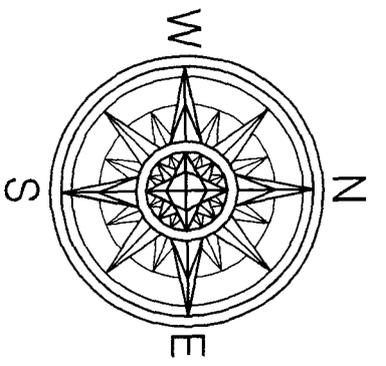
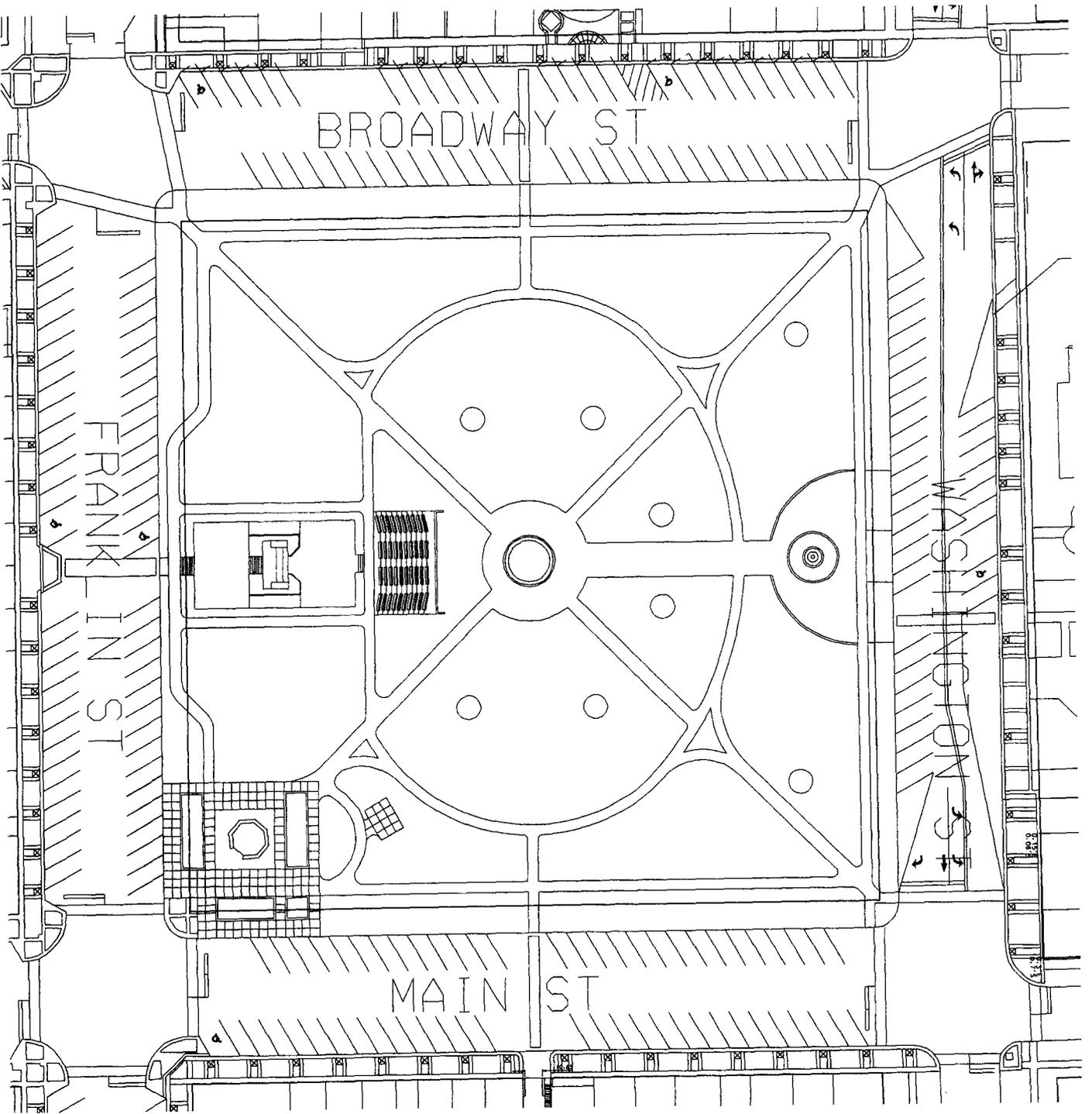
Signs shall not create a traffic hazard or impede vehicular or pedestrian traffic. Signs in the public right of way are prohibited unless expressly authorized by the Special Event Permit. The City of Pella reserves the right to require additional signage, which may be at the expense of the Special Event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

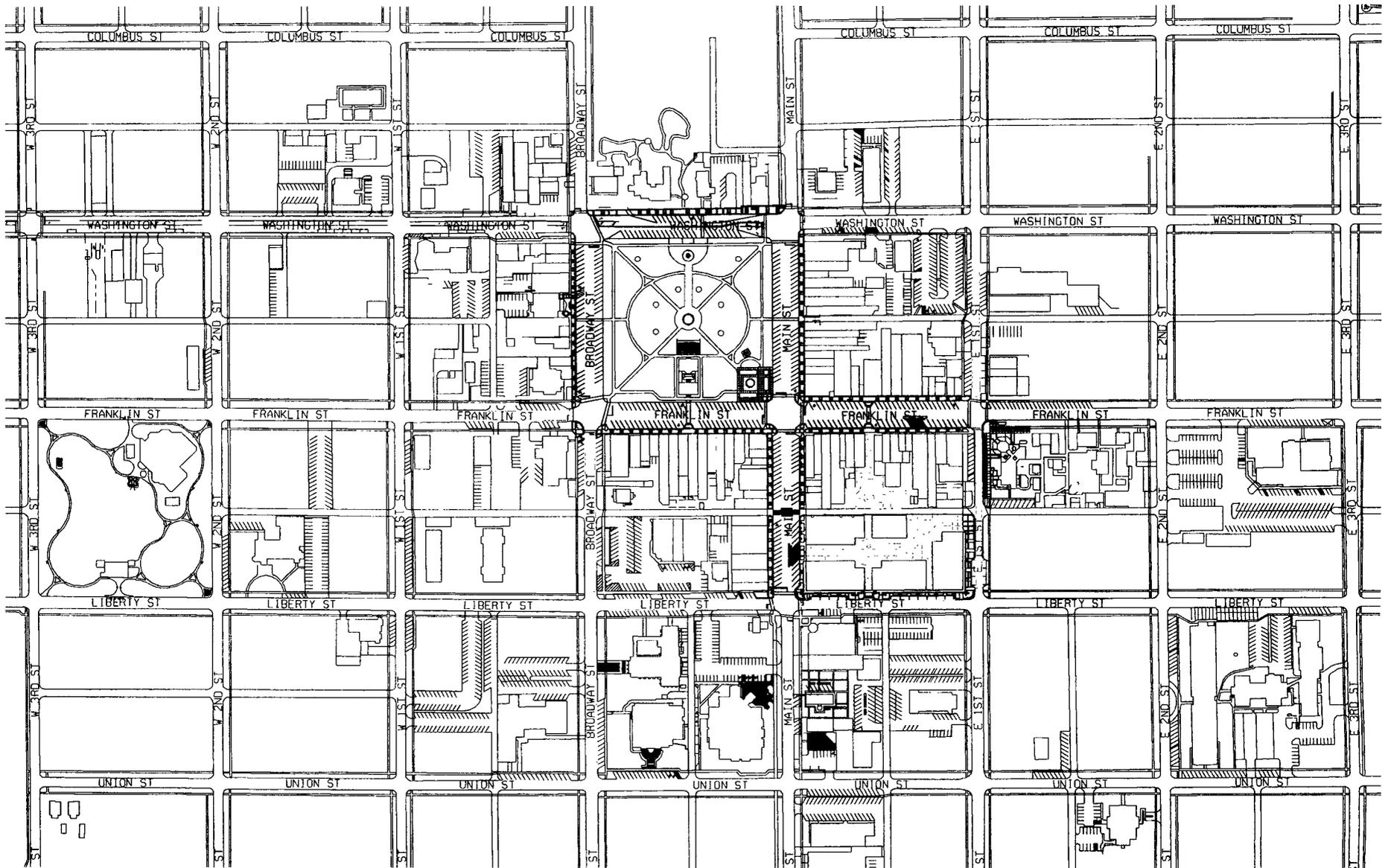
The City of Pella reserves the right to approve or deny signage associated with Special Events and to determine the scheduling of such display if approved.



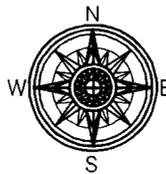
CENTRAL PARK

Pellis, Iowa

Handwritten notes:
 [] - [unclear]
 [] - [unclear]
 [] - [unclear]



CENTRAL
BUSINESS
DISTRICT



Carrage Route

Pella, Iowa

Additional Dates/Service Attachment

The Pella Chamber would like to bring special holiday events to our downtown area to enhance the experience for our residents and visitors during the Holiday season. We are proposing the following events from Monday, Nov 21 – Saturday Dec 17:

- Nov 21 Tree Lighting Ceremony @ 6 pm; (would like tree lighted each evening through Dec 31)
Children's Community Choir
Roving street entertainment
Santa at the Information Windmill from 5 – 8 pm
Horse-drawn carriage rides 5-8 pm
- Nov 26 Horse-drawn Carriage Rides 10 am -4 pm
Free hot cocoa bar in front of Boat's Home Furnishings
Roaming and in-store street entertainers
- Dec 2 Horse-drawn Carriage Rides 1 pm – 8 pm
Roaming and in-store street entertainers
- Dec 3 Horse-drawn Carriage Rides 10 am – 2:00 pm
Santa at Windmill 11 am – 2 pm
Free hot cocoa bar in front of Boat's Home Furnishings
Roaming and in-store street entertainers
- Dec 10 Horse-drawn carriage rides 11 am – 4 pm
Santa at Windmill 11 am – 2 pm
Free hot cocoa bar in front Boat's Home Furnishings
Roaming and in-store street entertainers
- Dec 17 Horse-drawn carriage rides 11-4 pm
Santa at Windmill 11 am – 2 pm
Free hot cocoa bar in front of Klokkenspel
Roaming and in-store street entertainers

Additional Services:

Electric Department:

- Assistance with electricity to front stage level of Toren to power 15 strands (100 bulbs per strand) of twinkling Christmas lights from 11/23-12/31.
- Switch for the Mayor to flip that will light the tree during Tree Lighting ceremony on 11/23 at 6 pm.
Switch may be removed any time after 7 pm on 11/24.
- Assistance with dimming spotlights on the Toren during lighting ceremony on 11/23 at 6 pm.



CITY OF PELLA SPECIAL EVENTS DEPARTMENT REVIEW

[REDACTED]	Holiday Season in Pella
[REDACTED]	October 26, 2016
[REDACTED]	Ronda Brown
[REDACTED]	Nov 21-Dec 17, 2016
[REDACTED]	Karen Eischen

[REDACTED]

Recommend approval. RAB

[REDACTED]

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

[REDACTED]

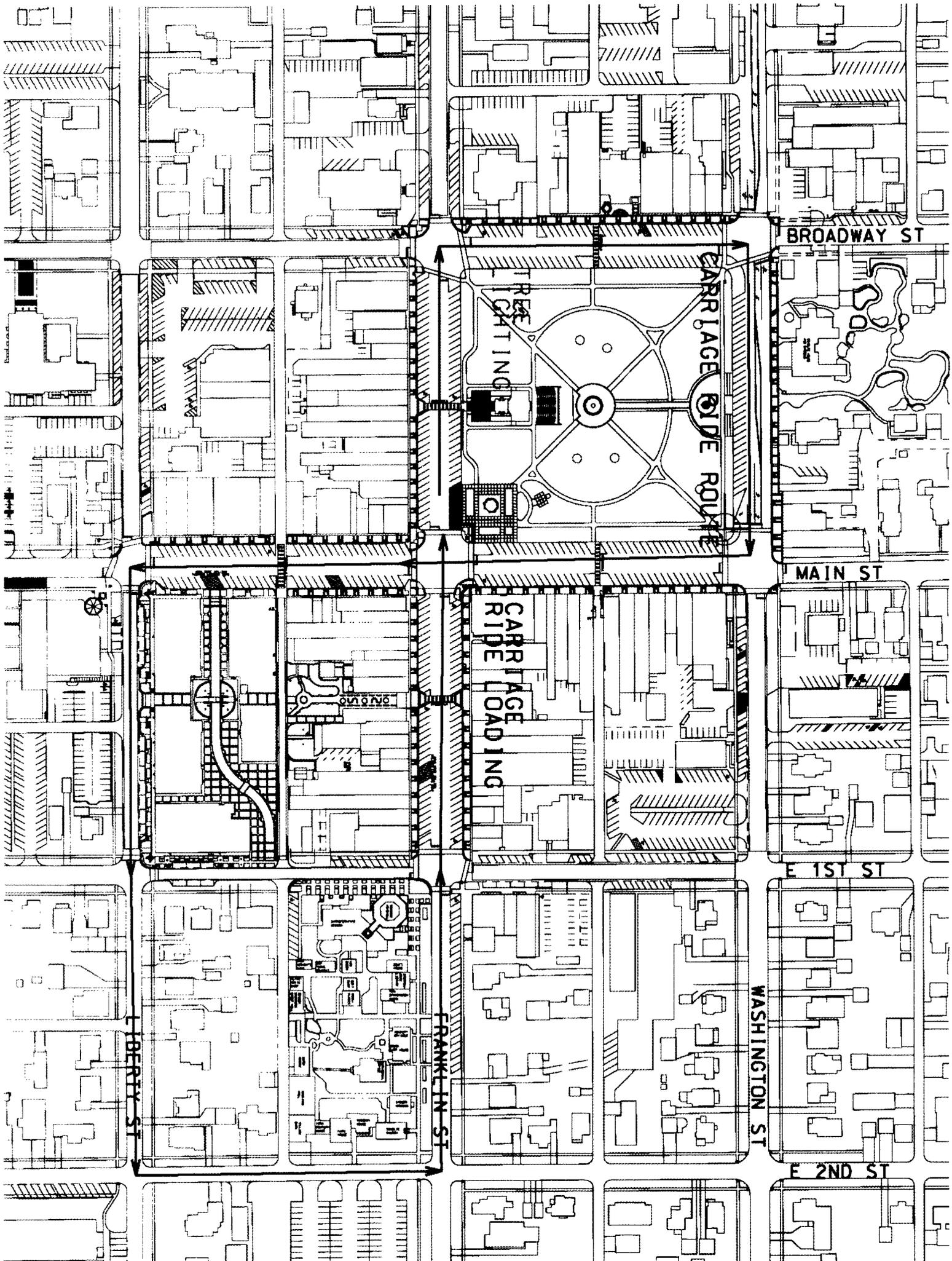
Recommend approval. MSB

[REDACTED]

Recommend approval. DM

[REDACTED]

Recommend approval. JV



BROADWAY ST

CARRIAGE RIDE ROUTE

REST ROOMS

MAIN ST

CARRIAGE RIDE LOADING

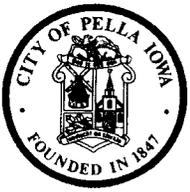
E 1ST ST

WASHINGTON ST

FRANKLIN ST

LIBERTY ST

E 2ND ST



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: E-4

SUBJECT: New Special Class C Liquor License (Beer/Wine)

DATE: November 1, 2016

BACKGROUND: Bapa Hospitality LLC, dba AmericInn Hotel and Suites, has applied for a new Special Class C Liquor License (Beer/Wine) at 910 W 16th Street. The applicant is building a small bar area close to the front desk/lobby area to accommodate guests.

The application has been filed online with the State to be effective November 1, 2016. The term of the new license is twelve months and would expire October 31, 2017.

At this time, the dram shop insurance is still pending. Staff recommends approval of the license pending receipt of dram shop insurance.

ATTACHMENTS: Application

REPORT PREPARED BY: City Administration

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve license contingent upon receipt of dram shop insurance.

Applicant License Application ()

Name of Applicant:	<u>Bapa Hospitality LLC</u>		
Name of Business (DBA):	<u>AmericInn Hotel & Suites</u>		
Address of Premises:	<u>910 West 16th Street</u>		
City	<u>Pella</u>	County:	<u>Marion</u> Zip: <u>50219</u>
Business	<u>(641) 621-1421</u>		
Mailing	<u>910 West 16th Street</u>		
City	<u>Pella</u>	State	<u>IA</u> Zip: <u>50219</u>

Contact Person

Name	<u>HP Patel</u>		
Phone:	<u>(732) 824-8096</u>	Email	<u>hp3483@gmail.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 11/01/2016

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>[REDACTED]</u>	Federal Employer ID	<u>[REDACTED]</u>

Ownership

HP Patel

First Name: HP

Last Name: Patel

City: Pella

State: Iowa

Zip: 50219

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>American Family Mutual Insurance Company</u>		
Policy Effective Date:		Policy Expiration	
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-1

SUBJECT: 28E Agreement with the Iowa Alcoholic Beverages Division for Tobacco, Alternative Nicotine and Vapor Product Enforcement

DATE: November 1, 2016

BACKGROUND:

This resolution approves a 28E agreement with the Iowa Alcoholic Beverages Division and the Pella Police Department for the purpose of tobacco, alternative nicotine, and vapor product compliance in the City of Pella. Under the terms of the agreement, the Pella Police Department is required to conduct covert compliance checks at each tobacco, alternative nicotine and vapor product retailer. The Pella Police Department has participated in the program for twelve years and receives \$75 per business compliance check. The term of the agreement would be from November 1, 2016 through June 30, 2017.

ATTACHMENTS: Resolution, 28E Agreement

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

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve resolution.

RESOLUTION NO. 5728

A RESOLUTION ENTERING INTO A 28E AGREEMENT WITH
THE ALCOHOLIC BEVERAGES DIVISION
FOR THE PURPOSE OF TOBACCO, ALTERNATIVE NICOTINE AND VAPOR
PRODUCT COMPLIANCE IN THE CITY OF PELLA

WHEREAS; the Alcoholic Beverages Division, and the Pella Police Department desire to enter into a contract setting forth the services to be provided by the agreement; and

WHEREAS; if the contract is approved, the Pella Police Department will participate actively with the Alcoholic Beverages Division to conduct tobacco, alternative nicotine and vapor product compliance checks with all tobacco, alternative nicotine and vapor product retailers in Pella; and

WHEREAS; if the Pella Police Department performs the services set forth in the agreement, the Alcoholic Beverages Division will pay the police department \$75.00 per reported compliance check; and

WHEREAS; the term of the contract is from Council approval date to June 30, 2017.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF PELLA, IOWA, to enter into a contract with the Alcoholic Beverages Division for the purpose of tobacco, alternative nicotine and vapor product compliance checks in the City of Pella.

PASSED and ADOPTED this 1st day of November, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 2

THIS AGREEMENT is made and entered into on this ____day of _____, 2016 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Pella Police Department (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 142A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Pella Police Department
614 Main Street, Pella, Iowa 50219

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2017, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of § 453A.2 within additional jurisdictions upon agreement

of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2016.

The compliance check shall be completed and submitted for reimbursement to ABD by **January 15, 2017**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2016 business year, but not before October 1, 2016.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **April 15, 2017**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **January 15, 2017**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) ***will not allow minors under the age of sixteen (16)*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability

whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2016** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination For Convenience. Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.2.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.2.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.2.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.3 Notice of Default. If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.3.1 Immediately terminate the Agreement without additional written notice; or,

10.3.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 By ABD. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless

against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

- 11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

- 12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: ekman@IowaABD.com

If to Department:

Chief Robert Bokinsky
Pella Police Department
614 Main Street
Pella, Iowa 50219
Email: rbokinsky@cityofpella.com

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of

them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.
- 13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Stephen Larson, Administrator

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date



THE
CITY of PELLA
STAFF MEMO TO COUNCIL

ITEM NO: H-2

SUBJECT: Resolution Appointing Designated Representatives to Represent the City in Business Matters of Missouri River Energy Services (MRES)

DATE: November 1, 2016

BACKGROUND: This resolution authorizes and appoints Nate Spurgeon, Electric Director, as designated representative of the City of Pella to represent the City in the business of Missouri River Energy Services (MRES) and authorizes and appoints Mike Nardini, City Administrator, as alternate designated representative of the City of Pella to represent the City in the business of MRES. The City's Power Supply Agreement with MRES requires each member appoint one designated representative and one alternate representative to meet annually or at a special meeting to elect members to the Board of Directors.

ATTACHMENTS: Resolution

REPORT PREPARED BY: Electric Department

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

RESOLUTION NO. 5729

RESOLUTION APPOINTING DESIGNATED REPRESENTATIVES
TO REPRESENT THE CITY IN BUSINESS MATTERS OF
MISSOURI RIVER ENERGY SERVICES (MRES)

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

WHEREAS, the City Council has deemed it advisable and necessary to authorize and appoint Nate Spurgeon, Electric Director, as designated representative of the City of Pella to represent the City in the business of MRES and authorizes and appoints Mike Nardini, City Administrator, as alternate designated representative of the City of Pella to represent the City in the business of MRES. The agreement titled, Agreement Establishing Missouri River Basin Municipal Power Agency (doing business as) Missouri River Energy Services, requires each member appoint one designated representative and one alternate representative to meet annually or at a special meeting to elect members to the Board of Directors.

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 authorize and appoint Nate Spurgeon, Electric Director, as designated representative of the City of Pella to represent the City in the business of MRES, and authorize and appoint Mike Nardini, City Administrator, as alternate designated representative of the City of Pella to represent the City in the business of MRES.

PASSED and ADOPTED this 1st day of November, 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: H-3

SUBJECT: Resolution Approving Amendment No. 2 & No. 3 to the Wastewater Treatment Agreement Between the City of Pella and the Central Iowa Water Association (CIWA) to Serve Lake Red Rock North Shore Campground and Recreation area and Lake Red Rock Suntex Marina.

DATE: November 1, 2016

BACKGROUND:

This resolution approves Amendments No. 2 and No. 3 to the City's Wastewater Treatment Agreement with Central Iowa Water Association (CIWA). The reason for the amendments are to provide wastewater treatment services for wastewater collected at the Lake Red Rock North Shore Campground and Recreation Area (Amendment No. 2) and Lake Red Rock Suntex Marina and land based operations (Amendment No. 3).

As background, in 2003 the City Council approved a wastewater treatment agreement with Central Iowa Water to service the Hunter's Ridge Subdivision. Under the terms of this agreement, Central Iowa Water interconnects to the City's sanitary sewer system at the man-hole located just north of G-28 and adjacent to the Dingemen Estates subdivision. Central Iowa also pays the City for wastewater treated based on the water used by their Hunter's Ridge water customers. This rate is the same rate charged to all of the City's wastewater customers.

Amendment No. 1 was approved on Dec. 20, 2011 to serve the Lake Red Rock Wallashuck Area in an identical fashion as Hunter's Ridge is currently serviced.

The proposed Amendments No. 2 & No. 3 will add the North Shore and Suntex Marina areas to the City's wastewater services agreement. The North Shore will connect to the City's trunk sewer located east of T-15. Likewise, the Suntex Marina will utilize the same connection as the Hunter's Ridge and Wallaschuck Campground area. In addition, the usage will be based off of the water sold by Central Iowa Water for these areas. Finally, it is important to note, the rate charged to Central Iowa Water will be the same rate as charged to all of the City's wastewater customers. In addition, Central Iowa Water will be charged a \$25,000 connection fee for each of these service areas for a combined total of \$50,000. Furthermore, these connection fees have already been received by the City of Pella.

ATTACHMENTS: Resolution; CIWA Amendment No. 2 and Amendment No. 3; Original Wastewater Treatment Agreement; Location Maps

REPORT PREPARED BY: Public Works

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDATION: Approve Resolution

RESOLUTION NO. 5730

RESOLUTION APPROVING AMENDMENTS NO. 2 & NO. 3 TO THE
WASTEWATER TREATMENT AGREEMENT BETWEEN THE CITY OF PELLA
AND THE CENTRAL IOWA WATER ASSOCIATION TO SERVE LAKE RED
ROCK NORTH SHORE CAMPGROUND AND RECREATION AREA AND LAKE
RED ROCK SUNTEX MARINA AREA AND LAND BASED OPERATIONS

WHEREAS, the City of Pella and the Central Iowa Water Association have an existing Wastewater Treatment Agreement dated February 4, 2003; and,

WHEREAS, the Central Iowa Water Association is requesting Amendments No. 2 and No. 3 to this agreement to include the Lake Red Rock North Shore Campground and Recreation Area and Lake Red Rock Suntex Marina Area and Land Based Operations; and,

WHEREAS, execution of these amendments best represents the interest of the City.

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

SECTION ONE: That the Amendments No. 2 and No. 3 to the Wastewater Treatment Agreement between the City of Pella and Central Iowa Water Association be amended to include the Lake Red Rock North Shore Campground and Recreation Area and Lake Red Rock Suntex Marina Area and Land Based Operations for a one-time hook-up fee of twenty-five thousand dollars (\$25,000) each, which have been received and deposited by the city.

SECTION TWO: CIWA will pay sewer rates to the City for the wastewater treated, based on CIWA metered water used, at the same rate charged to all City wastewater treatment customers.

PASSED AND ADOPTED this 1st day of November, 2016, by the City Council of the City of Pella, Iowa.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk

**AMENDMENT NO. 2
TO
WASTEWATER TREATMENT AGREEMENT
BETWEEN
CITY OF PELLA, MARION COUNTY, IOWA (CITY)
AND
CENTRAL IOWA WATER ASSOCIATION (ASSOCIATION)**

WHEREAS, the US Army Corps of Engineers has requested the Association to provide wastewater treatment services for wastewater collected at the Lake Red Rock North Shore Campground and Recreation Area,
and,

WHEREAS, the Association requests the City to provide treatment of wastewater from additional developments or Association water customers,

NOW, THEREFORE, the existing Agreement by and between the City and Association dated February 4, 2003, is hereby amended as follows:

SECTION A. THE CITY AGREES:

Delete Item 1. (Wastewater Amount), sub-item "a" and replace with the following:

"a. The City will furnish the Association at the point of connection hereinafter specified, during the term of this contract or any renewal or extension thereof, wastewater treatment services in the City's sewer and wastewater treatment facilities meeting applicable standards of the Iowa Department of Natural Resources and the United States Environmental Protection Agency for such quantities of domestic wastewater generated by the Hunter's Ridge Subdivision the area of which is shown in the preliminary plat as approved by the Pella Planning and Zoning Commission on July 15, 1999 and on file with the City of Pella Public Works Department, and **for such quantities of wastewater generated by the Lake Red Rock the Lake Red Rock North Shore Campground and Recreation Area**, as may be required by the Association, during the term of this Agreement."

SECTION B. THE ASSOCIATION AGREES:

Delete Item 1. (Rates and Payment Date) and replace with the following:

"a. The Association will pay the City for wastewater treated, not later than 10 business days after the due date for Association water customers. Association will pay to City for the wastewater treated, based on the Association water used by **the Association** water customers **provided wastewater treatment services by the City**, at a rate charged to all City wastewater treatment customers. Association will provide City, upon request, documentation of Association's water

usage calculation. A late payment charge shall be added in the amount of one and one-half percent per month for any past due amount.”

SECTION C. IT IS FURTHER MUTUALLY AGREED BY THE PARTIES:

Add the new Item 2. (Connection and delivery of service), sub-item “a” as follows:

“a. The connection fee owed by the Association to the City for providing treatment services for the wastewater collected by the Association at the Lake Red Rock North Shore Campground and Recreation Area, shall be a total of \$25,000, due and payable upon connection to and initiation of use of the City wastewater treatment system.”

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Amendment to the said existing Agreement dated February 4, 2003, to be duly exercised in multiple counterparts, each of which shall be deemed to be an original.

CITY OF PELLA, IOWA (City)

By: _____
Mayor

DATE: _____

Attest: _____
City Clerk

CENTRAL IOWA WATER ASSOCIATION (Association)

By: Ronald Quisenberry, Pres
President

Date: 10-17-16

Attest: Delwin Van Zante, Sec.
Secretary

**AMENDMENT NO. 3
TO
WASTEWATER TREATMENT AGREEMENT
BETWEEN
CITY OF PELLA, MARION COUNTY, IOWA (CITY)
AND
CENTRAL IOWA WATER ASSOCIATION (ASSOCIATION)**

WHEREAS, the US Army Corps of Engineers and Suntex Marina, Inc. have requested the Association to provide wastewater treatment services for wastewater collected at the Lake Red Rock Suntex Marina and land based operations,
and,

WHEREAS, the Association requests the City to provide treatment of wastewater from additional developments or Association water customers,

NOW, THEREFORE, the existing Agreement by and between the City and Association dated February 4, 2003, is hereby amended as follows:

SECTION A. THE CITY AGREES:

A.) The City will furnish the Association at the point of connection hereinafter specified, during the term of this contract or any renewal or extension thereof, wastewater treatment services in the City's sewer and wastewater treatment facilities meeting applicable standards of the Iowa Department of Natural Resources and the United States Environmental Protection Agency for such quantities of domestic wastewater generated by the Suntex Marina and its land based operations as may be required by the Association, during the term of this Agreement."

SECTION B. THE ASSOCIATION AGREES:

B.) The Association will pay the City for wastewater treated, not later than 10 business days after the due date for Association water customers. Association will pay to City for the wastewater treated, based on the Association water used by the Association water customers provided wastewater treatment services by the City, at a rate charged to all City wastewater treatment customers. Association will provide City, upon request, documentation of Association's water usage calculation. A late payment charge shall be added in the amount of one and one-half percent per month for any past due amount."

SECTION C. IT IS FURTHER MUTUALLY AGREED BY THE PARTIES:

C.) The connection fee owed by the Association to the City for providing treatment services for the wastewater collected by the Association at the Lake Red Rock Suntex Marina and its land based

operations, shall be a total of \$25,000.00 , due and payable upon connection to and initiation of use of the City wastewater treatment system.”

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Amendment to the said existing Agreement dated July 30, 2016, be duly exercised in multiple counterparts, each of which shall be deemed to be an original.

CITY OF PELLA, IOWA (City)

By: _____
Mayor

DATE: _____

Attest: _____
City Clerk

CENTRAL IOWA WATER ASSOCIATION (Association)

By: Russell Hunsberger Pres.
President

Date: Sept 13, 2016

Attest: Delwin Van Zante, Sec.
Secretary

WASTEWATER TREATMENT AGREEMENT

THIS AGREEMENT for the sale and purchase of wastewater treatment services is entered into as of the 4th day of February, 2003, between the City of Pella, Marion County, Iowa, (hereinafter referred to as the "City") and Central Iowa Water Association, an Iowa not-for-profit organization having its principal place of business in Newton, Jasper County, Iowa, (hereinafter referred to as the "Association"), PROVIDES AS FOLLOWS:

Whereas, the Association is organized and established under the provisions of Iowa Code Chapter 504A for the purpose among other things of providing wastewater collection and treatment systems to serve users within rural areas of the State of Iowa and adjacent areas; and

Whereas, the City owns and operates a wastewater collection and treatment system with a capacity currently capable of serving the present customers of the City's system and the estimated future Association sewer users as shown on the plans of the Hunter's Ridge subdivision plat now on file in the office of the Pella Public Works Department; and

Whereas, by Resolution No. 4012 enacted on the 4th day of February 2003, by the City, the sale of wastewater treatment services to the Association in accordance with the provisions of said Resolution was approved, and execution of this contract carrying out the said Resolution by the Mayor, and attested by the City Clerk was duly authorized; and

Whereas, by Resolution enacted on the 14th day of January, 2003, by the Association, the purchase of wastewater treatment services from the City in accordance with the provisions of this Agreement was approved; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. THE CITY AGREES:

1. (Wastewater Amount)

a. The City will furnish the Association at the point of connection hereinafter specified, during the term of this contract or any renewal or extension thereof, wastewater treatment services in the City's sewer and wastewater treatment facilities meeting applicable standards of the Iowa Department of Natural Resources and the United States Environmental Protection Agency for such quantities of domestic wastewater generated by the Hunter's Ridge Subdivision the area of which is shown in the preliminary plat as approved by the Pella Planning and Zoning Commission on July 15, 1999 and on file with the City of Pella Public Works Department, as may be required by the Association, during the term of this Agreement.

- b. Association may connect additional, individual, residential wastewater customers, residing on unplatted property along the force main route from Hunter's Ridge subdivision to the point of connection with the Pella wastewater system for treatment at the City's wastewater treatment plant subject to City's approval.
2. (Point of Connection) The Point of Connection between the Association system and the City system will be at Manhole # 321 in the vicinity of the intersection of County Road G28 and Division 3 of the Southwest Trunk Sewer of the City of Pella.

B. THE ASSOCIATION AGREES:

1. (Rates and Payment Date) The Association will pay the City for wastewater treated, not later than 10 business days after the due date for Association water customers. Association will pay to City for the wastewater treated, based on Association water used by Hunter's Ridge water customers, at the rate charged to all City wastewater treatment customers. Association will provide City, upon request, documentation of Association's water usage calculation. A late payment charge shall be added in the amount of one and one-half percent per month of any past due amount.
2. (Odor Control) Association agrees to pay for reasonable odor control applications, including the necessary equipment and chemicals, to control odors generated in the Association owned force main. The need for chemical treatment shall be determined by either the confirmation of odors in the area of the force main connection or by testing of the force main discharge to determine the presence of odors.
3. (Right to review) The City shall have the right to review Association water billing records for customers using City wastewater treatment services in order to evaluate correspondence between the amount of water use and the amount of wastewater delivered to the connection point.
4. (Disputes) Association agrees to continue to pay monthly charges and connection fees during any period of disputed bill or surcharges.

C. IT IS FURTHER MUTUALLY AGREED BY THE PARTIES:

1. (Term of Contract) This contract shall extend for a term of Thirty (30) years from the date of the Association's initial discharge of wastewater to the system as shown by the first bill submitted to the Association by the City and, thereafter,

may be renewed or extended for such term, or terms, as may be agreed upon by the City and Association. Actual termination of this Agreement will be dependent upon an alternative method of treatment being immediately available to Central Iowa Water Association to allow disposal of wastewater in compliance with federal and state rules and regulations.

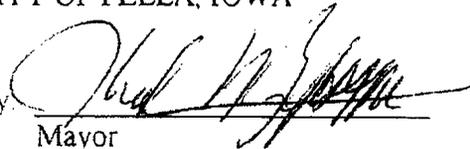
2. (Connection and Delivery of Service) The connection fee owed by the Association to the City shall be a total of \$110,000, payable in installments, as follows. \$55,000 will be due upon connection to and initiation of use of the City system. \$27,500 will be due three years from the first date. Another \$27,500 will be due five years from the initial date of connection and use. Initiation of use shall take place after both parties have systems constructed and accepted as complete by their respective governing bodies.
3. (Responsibilities of Parties) Construction, operation, and maintenance of the pumping station and force main on all other items of the Association's systems up to and including the point of connection with the City's system shall be and remain solely the responsibility of the Association and ownership thereof shall at all times remain with the Association, its successors or assigns. Ownership and control of the wastewater collection and treatment system of the City shall remain solely with the City, along with full responsibility for its operation and maintenance. The City will continue to operate the waste treatment facilities in an appropriate manner and as directed by State and Federal regulatory agencies. The city will bear the full responsibility of meeting Iowa Department of Natural Resources effluent requirements.
4. (Access) Authorized representatives of the City will be allowed access to the facilities of the Association at suitable times to perform the obligations of the City with respect to these facilities. Authorized representatives of the Association will be allowed access to the facilities of the City at suitable times to perform the obligations of the Association with respect to these facilities.
5. (Wastewater Characteristics and Strength) The characteristics and strength of wastewater from the Association is assumed to be generally those of municipal domestic sewage or wastewater. The actual characteristics of the wastewater, as received by the City, may result in a reasonable surcharge to the Association, in accordance with City Ordinance.
6. (Harmful Wastes) All wastewater received by the City shall be subject to the standards and penalties as now established in City Ordinance or as hereinafter amended. If the wastewater of the Association received into the City's treatment system is found to have characteristics such as extreme pH, toxic agents or other ingredients which are found to damage the City's sewer system or plant structures or upset the sewage treatment or sludge digestion process at the treatment plant.

corrective measures, as mutually agreed, shall be taken by the Association and/or by the City as the case may be to overcome the problem.

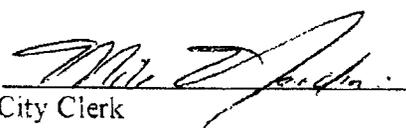
7. (Regulatory Agencies) This contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State of Iowa, and the City and Association will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
8. (Miscellaneous) The construction of the sanitary sewer system by the Association is being financed in part by a loan made or insured by the United States of America acting through the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Association are conditioned upon the approval, in writing, by the State Director of such agency or subunit thereof.
9. (Additional Treatment) This Agreement may be amended by the parties by mutual consent to allow for treatment of wastewater from additional developments or Association water customers.
10. (Successor to the Association) In the event of any occurrence rendering the Association incapable of performing under this contract, any successor of the Association, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the Association hereunder.
11. (Lender Approval Required). This Agreement is subject to the written approvals of the lenders of the parties. Each party shall promptly obtain such written approval and provide the other party with a copy thereof.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

CITY OF PELLA, IOWA

By 
Mayor

Attest:


City Clerk

CENTRAL IOWA WATER ASSOCIATION

By: Ronald Dunsberg
President:

By: Delwin Sam Zante
Secretary

THIS AGREEMENT IS APPROVED on behalf of the United States of America (USDA/RD) this _____ day of _____, 200__.

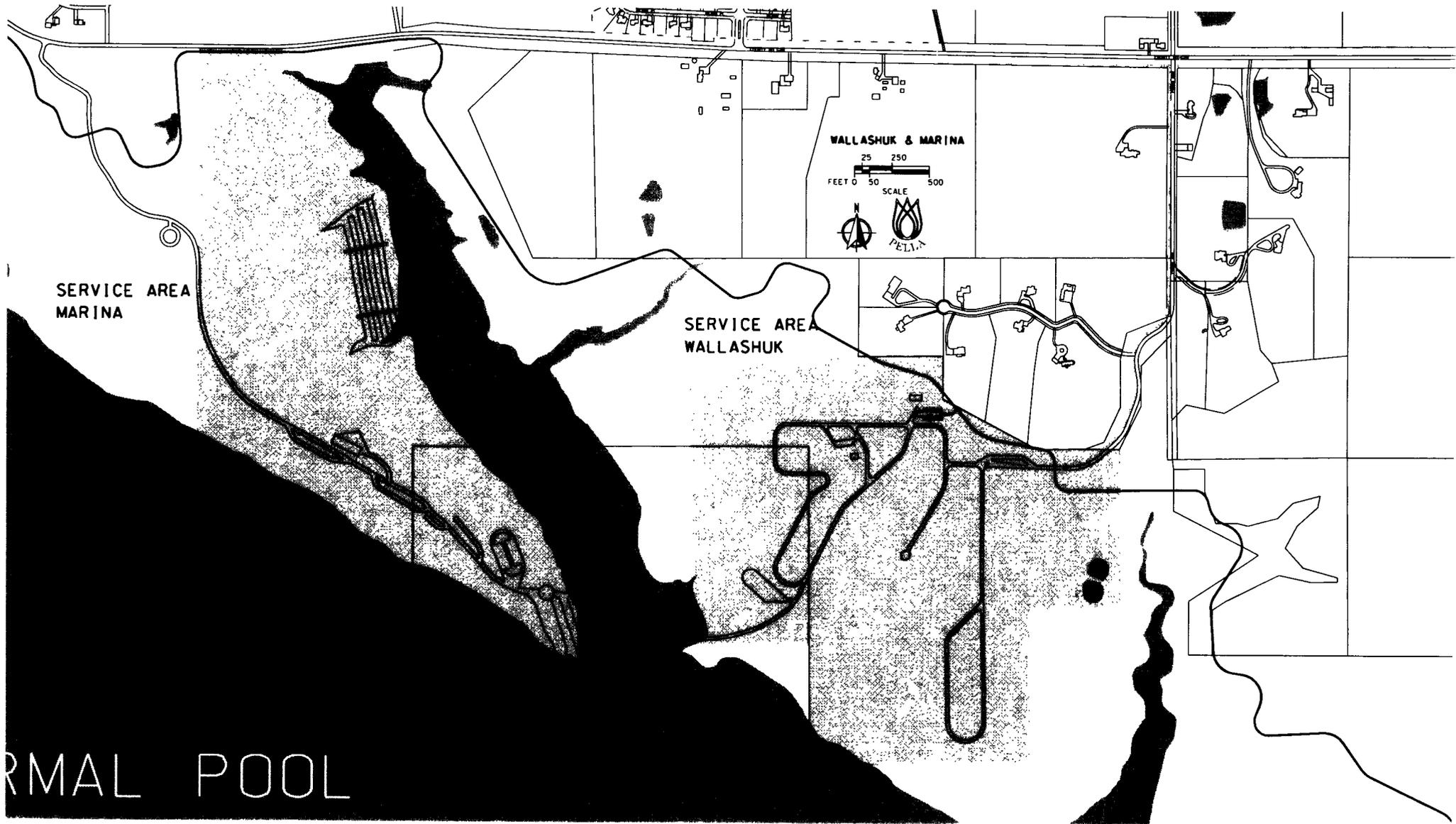
UNITED STATES OF AMERICA:

Dorman A. Otte
Dorman A. Otte, Director
Rural Utilities & Community Facilities

THIS AGREEMENT IS APPROVED on behalf of National Bank for Cooperatives (CoBank) this 21st day of February, 2002.

NATIONAL BANK FOR COOPERATIVES:

Steven D. Gustafson
Steven D. Gustafson, Vice President



SERVICE AREA
MARINA

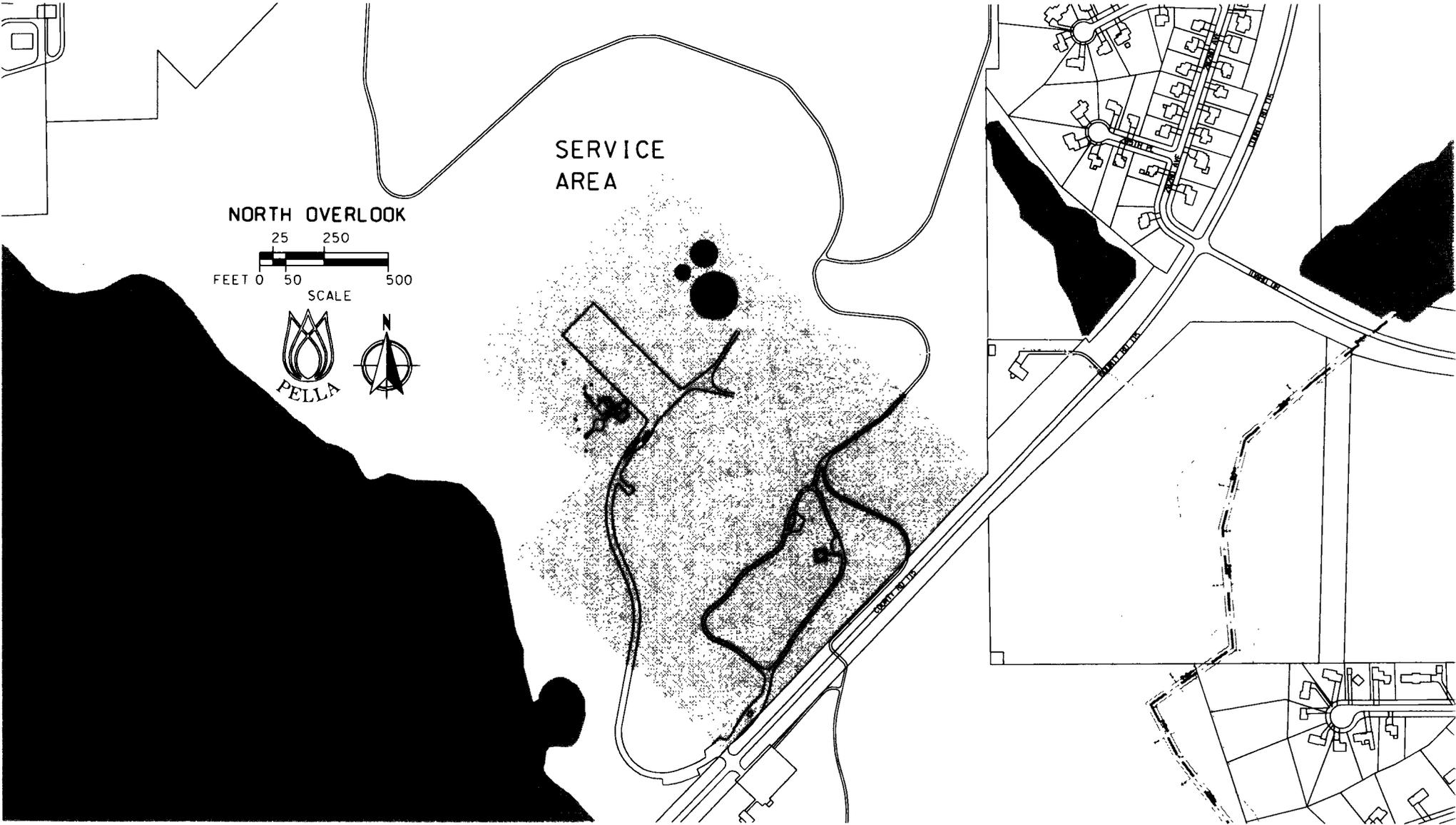
SERVICE AREA
WALLASHUK

WALLASHUK & MARINA

25 250
FEET 0 50 500
SCALE



RMAL POOL





THE
CITY of PELLA

STAFF MEMO TO COUNCIL

ITEM NO: H-4

SUBJECT: Resolution Approving Change Order #1 (Final Quantity Adjustment) and Accepting the Public Improvements for the Washington Street Reconstruction

DATE: November 1, 2016

BACKGROUND: This resolution approves Change Order #1 and accepts the public improvements for the Washington Street Reconstruction Project. As background, this project involved the complete street reconstruction of Washington Street from Hazel Street to E 1st Street, which included replacement of the existing water main with a new 8" water main; water services and hydrants; new sanitary sewer and services; and new storm sewer.

Change Order #1 – Add \$37,235.00

This change order increases the construction contract of Blommers Construction by \$37,235.00 for a final quantity adjustment. In addition, it also includes \$18,251 to install an 18" inch storm sewer on East 3rd Street from Washington Street to Columbus Street. This improvement was not included in the original plans and specifications because staff had intended to complete this project with our crews during the construction project. However, due to heavy rainfall and the tight construction period to complete this project, staff determined the contractor was in a better position to complete the project on a timely basis.

Listed below is a summary of the proposed change order:

Original Contract	\$877,972.00
Change Order #1	<u>37,235.00</u>
Revised Contract Amount	<u>\$915,207.00</u>

Acceptance of Project

The engineer for the project, Garden & Associates, is recommending acceptance of the project and believes the project was completed in accordance with the approved plans and specifications. This resolution accepts the public improvements constructed by Blommers Construction.

ATTACHMENTS: Resolution, Change Order #1, Engineer's Acceptance Letter.

REPORT PREPARED BY: Public Works Department

REPORT REVIEWED BY: CITY ADMINISTRATOR
CITY CLERK

RECOMMENDED ACTION: Approve resolution.

RESOLUTION NO. 5731

RESOLUTION APPROVING CHANGE ORDER # 1 (FINAL QUANTITY
ADJUSTMENT) AND ACCEPTING THE PUBLIC IMPROVEMENTS FOR
THE WASHINGTON STREET RECONSTRUCTION PROJECT

WHEREAS, on the 5th day of May 2016, the City of Pella, Iowa entered into a construction contract with Blommers Construction of Pella, Iowa, for the construction of certain public improvements generally described as the Washington Street Reconstruction; and,

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on October 26th, 2016:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract.

Section 2. That the original contract sum of \$877,972.00 will be increased to \$915,207.00 as a result of Change Order #1 for \$37,235.00 in additional costs to the City incurred due to final quantity adjustments.

Section 3. That the total final construction cost thereof is hereby determined to be \$915,207.00,

Section 4. That the City shall retain \$45,760.35 for 30 days in pursuant to the requirements of Iowa Code § 573.14.

PASSED AND APPROVED this 1st day of November 2016.

James Mueller, Mayor

ATTEST:

Ronda Brown, City Clerk



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

October 24, 2016

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

Re: Washington Street Reconstruction
Sanitary Sewer & Water Main Replacement
Pella, Iowa
G&A 5014118

Dear Denny:

Enclosed are three (3) copies of Pay Application No. 6 submitted by Blommers Construction for the referenced project. The request is in the amount of \$84,986.05 and is for the work through October 21, 2016.

Also enclosed is Change Order No. 1 which increases the contract by \$37,235.00. The additional work included the addition of storm sewer on East 3rd which was not part of the original contract as well as work required to avoid the utilities whose exact location and depth could not be determined until construction.

If approved by council, execute all three (3) copies of each, send one (1) copy each to Blommers Construction with payment, one (1) copy each is for City files, and return one (1) copy each to Garden & Associates.

If you have any questions, please contact me at 641-672-2526.

Sincerely,
GARDEN & ASSOCIATES, LTD.

Jack Pope, P.E.

Enc: Pay Application No. 6 (3 copies)
Change Order No. 1 (3 copies)

JP/js

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

APPLICATION FOR PARTIAL PAYMENT NO. 6

Project: Washington Street Reconstruction - Sanitary Sewer & Water Main
Owner: City Of Pella
Contractor: Blommers Construction, Inc.
Address: 1117 222nd Ave.
Pella, IA 50219
Date: October 24, 2016

G&A Project No.: 5014118

Payment Period: September 24th, 2016 to October 28th, 2016

1. Contract Summary

Original Contract Price:	\$877,972.00
Net Change by Change Order:	<u>\$37,235.00</u>
Contract Amount to Date:	\$915,207.00

Contract Working Day Report

Notice to Proceed: May 9, 2016

Original Contract Time:	90
Added by Change Order:	0
Contract time to Date:	<u>90</u>
Working Days to Date:	<u>85</u>
Working Days Remaining:	5

2. Work Summary

Total Work Performed to Date:	\$915,207.00
Retainage: 5%	\$45,760.35
Total Less Retainage:	\$869,446.65
Total Previous Payments:	<u>\$784,460.60</u>
TOTAL AMOUNT DUE THIS APPLICATION:	\$84,986.05

3. Contractor's Certification

The undersigned CONTRACTOR certifies that:

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

Blommers Construction, Inc.

CONTRACTOR

By: _____

Date: _____

4. Engineers Approval

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Garden & Associates, LTD

ENGINEER

By: 

Date: 10-24-2016

5. Owner's Approval

City of Pella

Owner

By: _____

Date: _____

Attachment to Pay Application 6
Washington Street Reconstruction

NO.	ITEM	UNIT PRICE	CONTRACT QUANTITY		SCHEDULED VALUE	WORK COMPLETED			VALUE OF WORK COMPLETED
						FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL WORK COMPLETED	
1.	Excavation, Class 10	\$11.50	2,050	CY	\$23,575.00	2149	0	2149	\$24,713.50
2.	Subgrade Preparation	\$1.00	6,340	SY	\$6,340.00	6340	0	6340	\$6,340.00
3.	Granular Subbase, Modified Subbase	\$7.00	6,340	SY	\$44,380.00	6340	0	6340	\$44,380.00
4.	Compaction Testing	\$2,000.00	1	LS	\$2,000.00	1.00	0.00	1.00	\$2,000.00
5.	Trench Foundation	\$25.00	50	TON	\$1,250.00	0	0	0	\$0.00
6.	Trench Compaction Testing - Sanitary Sewer, Storm Sewer and Water Main	\$12,500.00	1	LS	\$12,500.00	1.00	0.00	1.00	\$12,500.00
7.	Sanitary Sewer Gravity Main, Trenched, PVC or TRUSS, 8"	\$33.00	507	LF	\$16,731.00	511	0	511	\$16,863.00
8.	Sanitary Sewer Gravity Main, Trenched, PVC or TRUSS, 10"	\$38.00	941	LF	\$35,758.00	899	0	899	\$34,162.00
9.	Sanitary Sewer Gravity Main, Trenched, C900 PVC, 10"	\$51.00	38	LF	\$1,938.00	79	0	79	\$4,029.00
10.	Sanitary Sewer Service Stub, PVC, 4"	\$18.00	965	LF	\$17,370.00	984	0	984	\$17,712.00
11.	Sanitary Sewer Service Stub, PVC, 6"	\$21.00	75	LF	\$1,575.00	225	10	235	\$4,935.00
12.	Removal of Sanitary Sewer, ≤ 15" Dia.	\$7.00	1,480	LF	\$10,360.00	1489	0	1489	\$10,423.00
13.	Storm Sewer, Trenched, PVC, 10"	\$30.00	30	LF	\$900.00	30	0	30	\$900.00
14.	Storm Sewer, Trenched, RCP, 12"	\$50.00	28	LF	\$1,400.00	28	0	28	\$1,400.00
15.	Storm Sewer, Trenched, RCP, 15"	\$45.00	779	LF	\$35,055.00	754	0	754	\$33,930.00
16.	Storm Sewer, Trenched, RCP, 18"	\$49.00	219	LF	\$10,731.00	518	0	518	\$25,382.00
17.	Removal of Storm Sewer, ≤ 18" Dia.	\$5.50	925	LF	\$5,087.50	1022	0	1022	\$5,621.00
18.	Subdrain, Perforated PE, 4"	\$7.00	3,145	LF	\$22,015.00	3143	0	3143	\$22,001.00
19.	Footing Drain Collector, (Secondary Storm Sewer), PVC or PVCC, 8"	\$26.00	300	LF	\$7,800.00	300	0	300	\$7,800.00
20.	Footing Drain Cleanout, PVC or PVCC, 8"	\$900.00	1	EA	\$900.00	1	0	1	\$900.00
21.	Subdrain Outlets and Connections, CMP, 6"	\$100.00	6	EA	\$600.00	6	0	6	\$600.00
22.	Water Main, Trenched, PVC, 8"	\$27.50	1,505	LF	\$41,387.50	1515	0	1515	\$41,662.50
23.	Water Main, Trenchless, RJ PVC, 8"	\$50.50	200	LF	\$10,100.00	200	0	200	\$10,100.00
24.	Water Service Stub, Type K Copper, 1"	\$1,500.00	36	EA	\$54,000.00	39	0	39	\$58,500.00
25.	Gate Valve, 8"	\$1,750.00	10	EA	\$17,500.00	10	0	10	\$17,500.00
26.	Fire Hydrant Assembly	\$5,000.00	3	EA	\$15,000.00	3	0	3	\$15,000.00
27.	Removal of Existing Fire Hydrant Assembly	\$500.00	3	EA	\$1,500.00	3	0	3	\$1,500.00
28.	Connection to Existing Water Main	\$2,000.00	8	EA	\$16,000.00	14	0	14	\$27,000.00
29.	Manhole, Type SW-301, 48" Dia.	\$6,200.00	4	EA	\$24,800.00	4	0	4	\$24,800.00
30.	Manhole, Type SW-401, 48" Dia.	\$2,000.00	3	EA	\$6,000.00	3	0	3	\$6,000.00
31.	Intake, Type SW-501 Single Gate	\$2,200.00	3	EA	\$6,600.00	3	0	3	\$6,600.00
32.	Intake, Type SW-502 Single Gate, 48" Dia.	\$2,300.00	2	EA	\$4,600.00	2	0	2	\$4,600.00
33.	Intake, Type SW-503 Single Gate Intake with Manhole	\$2,400.00	1	EA	\$2,400.00	1	0	1	\$2,400.00
34.	Intake, Type SW-505 Double Gate	\$2,800.00	2	EA	\$5,600.00	2	0	2	\$5,600.00
35.	Intake, Type SW 506 Double Gate with Flush Manhole	\$3,300.00	2	EA	\$6,600.00	2	0	2	\$6,600.00
36.	Manhole Adjustment, Minor	\$500.00	1	EA	\$500.00	1	0	1	\$500.00
37.	Pavement, PCC, 8" Thick (with 'CD' baskets)	\$43.00	5,680	SY	\$244,240.00	4273	1537	5810	\$249,830.00
38.	PCC Pavement Samples and Testing	\$3,000.00	1	LS	\$3,000.00	0.50	0.50	1.00	\$3,000.00
39.	Removal of Sidewalk	\$8.00	188	SY	\$1,504.00	188	3	191	\$1,528.00
40.	Removal of Driveway	\$8.00	647	SY	\$5,176.00	647	0	647	\$5,176.00
41.	Sidewalk, PCC, 4" Thick	\$40.00	78	SY	\$3,120.00	61.5	44.5	106	\$4,240.00
42.	Sidewalk, PCC, 6" Thick	\$44.00	94	SY	\$4,136.00	64	30	94	\$4,136.00
43.	Detectable Warning	\$35.00	192	SF	\$6,720.00	128	64	192	\$6,720.00
44.	Driveway, Paved, PCC, 6" Thick	\$44.00	602	SY	\$26,488.00	396	206	602	\$26,488.00
45.	Pavement Removal	\$5.50	5,020	SY	\$27,610.00	5020	0	5020	\$27,610.00
46.	Conventional Seeding, Fertilizing, and Mulching	\$15,000.00	0.85	AC	\$12,750.00	0.50	0.35	0.85	\$12,750.00
47.	SWPPP Preparation	\$2,000.00	1	LS	\$2,000.00	1.00	0.00	1.00	\$2,000.00
48.	SWPPP Management	\$1,500.00	1	LS	\$1,500.00	1.00	0.00	1.00	\$1,500.00
49.	SWPPP Qualifying Rainfall Event Inspection	\$500.00	10	EA	\$5,000.00	11	-1	10	\$5,000.00
50.	Mobilization	\$48,975.00	1	LS	\$48,975.00	1.00	0.00	1.00	\$48,975.00
51.	Granular Surfacing for Temporary Access	\$18.00	550	TON	\$9,900.00	90	0	90	\$1,620.00
52.	Traffic Control	\$7,200.00	1	LS	\$7,200.00	1.00	0.00	1.00	\$7,200.00
53.	Adjustment of Traffic Control Devices	\$1,080.00	0	LS	\$0.00	0.00	1.00	1.00	\$1,080.00
54.	Installation of City provided Storm Intake	\$1,400.00	0	LS	\$0.00	0.00	1.00	1.00	\$1,400.00
					\$880,172.00			Total Work Completed	\$915,207.00

CHANGE ORDER

No. 1

DATE OF ISSUANCE October 24, 2016 EFFECTIVE DATE October 24, 2016

JURISDICTION City of Pella, Iowa

CONTRACTOR Blommers Construction, Inc.

Contract: Washington Street Reconstruction - Sanitary Sewer & Water Main

Project: Washington Street Reconstruction - Sanitary Sewer & Water Main

JURISDICTION's Contract No. _____ ENGINEER's Contract No. 5014118

ENGINEER Garden & Associates, LTD.

You are directed to make the following changes in the Contract Documents:

Description: **Adjustment for Final Quantities**

Reason for Change Order: **Additional work & utility conflicts**

Attachments: (List documents supporting change) **Attachment No. 1**

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>877,972.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___ : \$ <u>---</u>
Contract Price prior to this Change Order: \$ <u>877,972.00</u>
Net Increase (Decrease) of this Change Order: \$ <u>\$37,235.00</u>
Contract Price with all approved Change Orders: \$ <u>915,207.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___ : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *Jack Pope*
ENGINEER(Authorized Signature)

By: _____
JURISDICTION(Authorized Signature)

By: _____
CONTRACTOR(Authorized Signature)

Date: 10-24-2016

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractor of America and the Construction Specifications Institute.

Attachment 1 to Change Order 1
Washington Street Reconstruction

NO.	ITEM	UNIT PRICE	CONTRACT QUANTITY		COMPLETED	
					ACTUAL WORK COMPLETED	CONTRACT PRICE ADJUSTMENT
1.	Excavation, Class 10	\$11.50	2,050	CY	2149	\$1,138.50
5.	Trench Foundation	\$25.00	50	TON	0	-\$1,250.00
7.	Sanitary Sewer Gravity Main, Trenched, PVC or TRUSS, 8"	\$33.00	507	LF	511	\$132.00
8.	Sanitary Sewer Gravity Main, Trenched, PVC or TRUSS, 10"	\$38.00	941	LF	899	-\$1,596.00
9.	Sanitary Sewer Gravity Main, Trenched, C900 PVC, 10"	\$51.00	38	LF	79	\$2,091.00
10.	Sanitary Sewer Service Stub, PVC, 4"	\$18.00	965	LF	984	\$342.00
11.	Sanitary Sewer Service Stub, PVC, 6"	\$21.00	75	LF	235	\$3,360.00
12.	Removal of Sanitary Sewer, ≤ 15" Dia.	\$7.00	1,480	LF	1489	\$63.00
15.	Storm Sewer, Trenched, RCP, 15"	\$45.00	779	LF	754	-\$1,125.00
16.	Storm Sewer, Trenched, RCP, 18"	\$49.00	219	LF	518	\$14,651.00
17.	Removal of Storm Sewer, ≤ 18" Dia.	\$5.50	925	LF	1022	\$533.50
18.	Subdrain, Perforated PE, 4"	\$7.00	3,145	LF	3143	-\$14.00
22.	Water Main, Trenched, PVC, 8"	\$27.50	1,505	LF	1515	\$275.00
24.	Water Service Stub, Type K Copper, 1"	\$1,500.00	36	EA	39	\$4,500.00
28.	Connection to Existing Water Main	\$2,000.00	8	EA	13.5	\$11,000.00
31.	Intake, Type SW-501 Single Grate	\$2,200.00	2	EA	3	\$2,200.00
37.	Pavement, PCC, 8" Thick (with 'CD' baskets)	\$43.00	5,680	SY	5810	\$5,590.00
39.	Removal of Sidewalk	\$8.00	188	SY	191	\$24.00
41.	Sidewalk, PCC, 4" Thick	\$40.00	78	SY	106	\$1,120.00
51.	Granular Surfacing for Temporary Access	\$18.00	550	TON	90	-\$8,280.00
52.	Traffic Control	\$7,200.00	1	LS	1	\$0.00
53.	Adjustment of Traffic Control Devices	\$1,080.00	0	LS	1	\$1,080.00
54.	Installation of City provided Storm Intake	\$1,400.00	0	LS	1	\$1,400.00

Total Contract Adjustment \$37,235.00
Contract Price Prior to CO 1 \$877,972.00

Final Contract Price \$915,207.00

J-1

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
AIRGAS USA LLC (4976)						
9056158515	WELDING SUPPLIES - EL	10/07/2016	11/01/2016	11.09	10/16	400.5.06.8588.9950
Total AIRGAS USA LLC (4976):				11.09		
ALLIANT-IES (GAS) (1060)						
092716COLL/DIST	NATURAL GAS-COLL/DIST	09/27/2016	11/01/2016	13.27	10/16	300.5.05.8130.6371
092716COLL/DIST	NATURAL GAS-COLL/DIST	09/27/2016	11/01/2016	13.26	10/16	350.5.05.8330.6371
101016GARAGE	NATURAL GAS - MOLENGRACHT	10/10/2016	11/01/2016	18.63	10/16	100.5.09.4250.6371
101016WESTHTR	NATURAL GAS - MOLENGRACHT	10/10/2016	11/01/2016	18.63	10/16	100.5.09.4250.6371
10102016 - POOL	NATURAL GAS - POOL	10/10/2016	11/01/2016	728.47	10/16	100.5.04.4300.6371
Total ALLIANT-IES (GAS) (1060):				792.26		
AMAZON (1070)						
133924270871	FURNACE FILTERS - EL	09/18/2016	11/01/2016	27.30	10/16	400.5.06.8588.9920
253165878994	EMPLOYEE RECOGNITION	09/14/2016	11/01/2016	40.81	10/16	100.5.00.6320.6412
257842388181	EMPLOYEE RECOGNITION	09/14/2016	11/01/2016	7.99	10/16	100.5.00.6320.6412
257845230244	EMPLOYEE RECOGNITION	09/14/2016	11/01/2016	7.99	10/16	100.5.00.6320.6412
294212834966	SAFETY FENCE - REFUND - EL	09/16/2016	11/01/2016	29.97	10/16	400.5.06.8588.9720
294216700230	COMPUTER MOUSE TRACK BAIL - EL	09/09/2016	11/01/2016	26.00	10/16	400.5.06.8584.9030
Total AMAZON (1070):				80.12		
AMERICAN BLINDS (1084)						
4175997	WINDOW SHADE - PD	10/18/2016	11/01/2016	139.28	10/16	100.5.01.1000.6310
Total AMERICAN BLINDS (1084)				139.28		
AMERICAN SOCIETY OF COMPOSERS, (1088)						
500707473-2016	ASCAP LICENSE FEE 2016	10/21/2016	11/01/2016	336.00	10/16	100.5.04.4301.6590
Total AMERICAN SOCIETY OF COMPOSERS, (1088)				336.00		
ANDERSON UNDERGROUND INC (6073)						
9/15-10/18/16	WEST CENTRAL UNDERGROUND CO	10/25/2016	11/01/2016	72,997.43	10/16	410.5.06.8952.3670
Total ANDERSON UNDERGROUND INC (6073):				72,997.43		
ARNOLD MOTOR SUPPLY (1126)						
37-516229	AIRPORT VEHICLES	10/13/2016	11/01/2016	7.72	10/16	100.5.05.2200.6330
Total ARNOLD MOTOR SUPPLY (1126):				7.72		
BEELINE+BLUE (1199)						
342761	GIS SUPPLIES	10/10/2016	11/01/2016	90.88	10/16	100.5.05.6500.6540
Total BEELINE+BLUE (1199):				90.88		
BENTLEY SYSTEMS INC (1208)						
47782571	MICROSTATION QTL- EL	10/05/2016	11/01/2016	732.81	10/16	400.5.06.8588.9920
Total BENTLEY SYSTEMS INC (1208):				732.81		
BITUMINOUS MATERIALS AND SUPPLY LP (5169)						
2213134897	SPRAY PATCHER	09/29/2016	11/01/2016	586.38	10/16	115.5.05.2100.6549

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total BITUMINOUS MATERIALS AND SUPPLY LP (5169):				586.38		
BLOMMERS CONSTRUCTION (1256)						
WASHINGTON ST	WASHINGTON STREET PROJECT-PP6	09/24/2016	11/01/2016	84,986.05	10/16	215.5.05.2179.6761
Total BLOMMERS CONSTRUCTION (1256):				84,986.05		
BOKINSKY, ROBERT A. (1283)						
101316PD	TRAVEL - PD	10/13/2016	11/01/2016	61.02	10/16	100.5.01.1010.6260
102416PD	MEALS - PD	10/24/2016	11/01/2016	21.60	10/16	100.5.01.1010.6260
Total BOKINSKY, ROBERT A. (1283):				82.62		
CARPENTER UNIFORM CO (1428)						
425506	UNIFORM EXPENSE - PD	10/18/2016	11/01/2016	65.00	10/16	100.5.01.1030.6510
425832	UNIFORM EXPENSE - PD	10/21/2016	11/01/2016	135.96	10/16	100.5.01.1030.6510
Total CARPENTER UNIFORM CO (1428):				200.96		
CENTRAL COLLEGE FOOD SERVICE (1453)						
3414	EMPLOYEE RECOGNITION BREAKFA	10/05/2016	11/01/2016	440.00	10/16	100.5.00.6320.6412
Total CENTRAL COLLEGE FOOD SERVICE (1453):				440.00		
CENTRAL IA WATER ASSOC (1462)						
9/9/2016-10/10/201	WATER BILLS - ANNEXED AREA	10/24/2016	11/01/2016	866.49	10/16	300.5.05.8100.6416
Total CENTRAL IA WATER ASSOC (1462):				866.49		
CHEMSEARCH (1483)						
2451819	WASP SPRAY - PK	10/11/2016	11/01/2016	201.50	10/16	100.5.09.4200.6503
Total CHEMSEARCH (1483):				201.50		
CLASSIC AVIATION INC (1519)						
NOVEMBER 2016	AIRPORT MANAGER PAYMENT	10/24/2016	11/01/2016	3,447.50	11/16	100.5.05.2200.6405
Total CLASSIC AVIATION INC (1519):				3,447.50		
CUSTOMIZED ENERGY SOLUTIONSLTD (1622)						
1042230	TRANSMISSION - FTR'S	10/11/2016	11/01/2016	1,000.00	10/16	400.5.06.8565.9520
Total CUSTOMIZED ENERGY SOLUTIONSLTD (1622):				1,000.00		
D.J. GONGOL & ASSOCIATES INC (1629)						
12238	FLAP VALVES, SPRINGS	10/07/2016	11/01/2016	664.70	10/16	350.5.05.8320.6350
12238	SHIPPING - WWTP	10/07/2016	11/01/2016	11.82	10/16	350.5.05.8300.6531
Total D.J. GONGOL & ASSOCIATES INC (1629):				676.52		
DAVE SCHMITT CONSTRUCTION CO. INC (4747)						
102416ROWTP-PP	RO WASTE & RAW WATER MAIN	10/24/2016	11/01/2016	344,482.35	10/16	310.5.05.8182.6727
Total DAVE SCHMITT CONSTRUCTION CO. INC (4747):				344,482.35		
DE JONG DOOR SERVICE (1668)						
16752	GARAGE DOOR REPAIR - PD	10/14/2016	11/01/2016	560.00	10/16	100.5.01.1000.6310

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total DE JONG DOOR SERVICE (1668):				560.00		
DE LAGE LANDEN PUBLIC FINANCE LLC (4658)						
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	161.33	10/16	100.5.00.6100.6550
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	32.18	10/16	100.5.00.6100.6550
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	27.90	10/16	100.5.04.4100.6543
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	64.12	10/16	100.5.05.6500.6418
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	50.55	10/16	400.5.06.8549.9020
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	45.87	10/16	100.5.01.1010.6550
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	45.87	10/16	100.5.01.1030.6550
51770787	624974-COPIER LEASE	10/04/2016	11/01/2016	32.18	10/16	300.5.05.8120.6543
Total DE LAGE LANDEN PUBLIC FINANCE LLC (4658):				460.00		
DE RUITER EQUIPMENT (1685)						
100616PK	BLOWER HANDLE - PK	10/06/2016	11/01/2016	3.87	10/16	100.5.09.4200.6590
100616PWS	saw parts	10/06/2016	11/01/2016	31.24	10/16	115.5.05.2100.6545
102416PWS	saw parts	10/24/2016	11/01/2016	30.85	10/16	115.5.05.2100.6545
Total DE RUITER EQUIPMENT (1685):				65.96		
DE VRIES EQUIPMENT (1694)						
102016PWS	LIFT INSPECTION	10/20/2016	11/01/2016	150.00	10/16	115.5.05.2100.6546
Total DE VRIES EQUIPMENT (1694):				150.00		
DE VRIES, LARRY (4967)						
65-00163-00	CREDIT BALANCE REFUND ON 1703	10/19/2016	11/01/2016	713.18	10/16	001.1199
Total DE VRIES, LARRY (4967):				713.18		
DGR ENGINEERING (1706)						
00221077	CONSULT. - WEST SUB 69 KV IMPRO	10/11/2016	11/01/2016	15,434.50	10/16	410.5.06.8955.3900
00221078	CONSULTING - WEST SUB 69 KV LINE	10/11/2016	11/01/2016	228.00	10/16	410.5.06.8955.3900
00221079	CONSULT. - WEST SUB 15KV DISTR. I	10/11/2016	11/01/2016	6,080.00	10/16	410.5.06.8955.3900
00221080	CONSULT. - 2016 DISTRIBUTION IMPR	10/11/2016	11/01/2016	1,203.00	10/16	410.5.06.8952.3670
Total DGR ENGINEERING (1706)				22,945.50		
DIGITAL-ALLY (1762)						
1089361	REMOTE BATTERY PACK - PD	10/12/2016	11/01/2016	60.00	10/16	100.5.01.1030.6543
Total DIGITAL-ALLY (1762):				60.00		
DUTCH MEADOWS LANDSCAPING INC (1832)						
1698	FINISH GRADE,FERTILIZER & SEED M	10/12/2016	11/01/2016	1,600.00	10/16	310.5.05.8183.6790
Total DUTCH MEADOWS LANDSCAPING INC (1832):				1,600.00		
EAKES, ABBY (6065)						
57-00300-06	DEPOSIT REFUND	10/19/2016	11/01/2016	71.21	10/16	400.2210
Total EAKES, ABBY (6065):				71.21		
ELECTRONIC ENGINEERING (1878)						
80007024	PAGERS - EL	10/25/2016	11/01/2016	83.65	10/16	400.5.06.8588.9950

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total ELECTRONIC ENGINEERING (1878):				83.65		
ELLIS, JERRY (1884)						
1611580115	EE REBATE - EL	10/18/2016	11/01/2016	425.00	10/16	400.2215
Total ELLIS, JERRY (1884):				425.00		
EVOQUA WATER TECHNOLOGIES LLC (3696)						
902838353	BIOXIDE	10/20/2016	11/01/2016	10,468.17	10/16	350.5.05.8320.6503
Total EVOQUA WATER TECHNOLOGIES LLC (3696):				10,468.17		
FAEGRE BAKER DANIELS (4736)						
24015154	LEGAL FEES	10/12/2016	11/01/2016	742.50	10/16	141.5.05.2200.6414
Total FAEGRE BAKER DANIELS (4736):				742.50		
FAIRCHILD COMMUNICATIONS (1919)						
061968	NDB MAINTENANCE	09/15/2016	11/01/2016	135.00	10/16	100.5.05.2200.6416
Total FAIRCHILD COMMUNICATIONS (1919):				135.00		
FASTENAL COMPANY (1929)						
IAPEA96988	SAFETY GLASSES	10/04/2016	11/01/2016	4.87	10/16	300.5.05.8100.6546
IAPEA97087	ANCHORS - MANHOLE RACKING - EL	10/10/2016	11/01/2016	20.60	10/16	400.5.06.8584.9030
IAPEA97168	SAFETY GLASSES & PAINT	10/14/2016	11/01/2016	44.01	10/16	300.5.05.8100.6546
IAPEA97168	SAFETY GLASSES & PAINT	10/14/2016	11/01/2016	44.01	10/16	350.5.05.8330.6546
IAPEA97169	BRONZE HARDWARE - EL	10/14/2016	11/01/2016	270.88	10/16	400.5.06.8588.9950
IAPEA97196	GRINDER DISKS	10/14/2016	11/01/2016	10.08	10/16	300.5.05.8120.6350
Total FASTENAL COMPANY (1929):				394.45		
FOX ENGINEERING ASSOCIATES INC (5933)						
40565	ENGINEERING FEES-WWTP	09/30/2016	11/01/2016	1,275.00	10/16	350.5.05.8310.6405
Total FOX ENGINEERING ASSOCIATES INC (5933):				1,275.00		
FRANK DUNN CO (1984)						
101316PWS	ST SUPPLIES	10/13/2016	11/01/2016	3,700.00	10/16	115.5.05.2100.6545
Total FRANK DUNN CO (1984):				3,700.00		
GARDEN & ASSOCIATES LTD (2026)						
34661	OSKALOOSA ST RECON	10/18/2016	11/01/2016	17,349.10	10/16	215.5.05.2191.6761
34662	WASHINGTON STREET PROJECT	10/18/2016	11/01/2016	6,306.19	10/16	215.5.05.2179.6761
34682	EASEMENTS - W CENTRAL CONVERS	10/20/2016	11/01/2016	679.00	10/16	410.5.06.8952.3670
Total GARDEN & ASSOCIATES LTD (2026):				24,334.29		
GRAYMONT WESTERN LIME INC. (2093)						
81004 RI	LIME	10/07/2016	11/01/2016	4,136.95	10/16	300.5.05.8120.6503
Total GRAYMONT WESTERN LIME INC. (2093):				4,136.95		
GRITTERS ELECTRIC (2104)						
20685	SHOP LIGHTS PARKING LOT - PK	10/07/2016	11/01/2016	159.59	10/16	100.5.09.4200.6310
20741	ELECTRIC METER REPAIR	10/13/2016	11/01/2016	133.00	10/16	350.5.05.8300.6350

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
20742	CAP BANK FUSES - EL	10/13/2016	11/01/2016	37.41	10/16	410.5.06.8955.3900
Total GRITTERS ELECTRIC (2104)				330.00		
HACH COMPANY (2136)						
10145017	LAB SUPPLIES - WTP	10/11/2016	11/01/2016	146.14	10/16	300.5.05.8120.6547
Total HACH COMPANY (2136):				146.14		
HARDMAN, CHAD MATTHEW (2169)						
101216PD	MEAL - PD	10/12/2016	11/01/2016	9.00	10/16	100.5.01.1030.6260
Total HARDMAN, CHAD MATTHEW (2169):				9.00		
HAWKEYE PAVING CORPORATION (5795)						
OSKALOOSASTRE	OSKALOOSA PROJECT-PP8	10/21/2016	11/01/2016	134,395.38	10/16	215.5.05.2191.6761
Total HAWKEYE PAVING CORPORATION (5795):				134,395.38		
HAWKINS INC (2198)						
3963283RI	CHEMICALS	10/04/2016	11/01/2016	1,238.75	10/16	300.5.05.8120.6503
Total HAWKINS INC (2198):				1,238.75		
HERDEGEN, KEVIN (6069)						
1620580038	EE REBATE - LIGHTS - EL	10/18/2016	11/01/2016	34.00	10/16	400.2215
Total HERDEGEN, KEVIN (6069):				34.00		
HOME BUYERS INC (6066)						
27-06400-09	DEPOSIT REFUND	10/21/2016	11/01/2016	58.63	10/16	400.2210
Total HOME BUYERS INC (6066):				58.63		
HY-VEE (2328)						
3060206035	SNACKS FOR ADULT ART CLASS	10/18/2016	11/01/2016	7.18	10/16	100.5.04.4110.6544
Total HY-VEE (2328):				7.18		
IA ASSN MUNICIPAL UTILIT (2335)						
10072016	OSHA WORKSHOP-POMMER	10/07/2016	10/19/2016	99.00	10/16	100.5.00.6320.6230
14066	RESPIRATORY FIT TESTING	09/30/2016	11/01/2016	66.00	10/16	100.5.00.6320.6546
Total IA ASSN MUNICIPAL UTILIT (2335)				165.00		
IA ASSOC OF BUILDING OFFICIALS (2336)						
101916PZ	MEMBER FEE	10/19/2016	11/01/2016	50.00	10/16	100.5.05.5000.6210
Total IA ASSOC OF BUILDING OFFICIALS (2336):				50.00		
IA DIVISION OF CRIMINAL INVEST (2363)						
10192016	BACKGROUND CHECKS	10/16/2016	11/01/2016	300.00	10/16	100.1650
Total IA DIVISION OF CRIMINAL INVEST (2363):				300.00		
IA MUNICIPALITIES WORKERS' (2382)						
10072016-CR	OSHA WORKSHOP - POMMER	10/07/2016	10/19/2016	99.00	10/16	100.5.00.6320.6230
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	1,453.00	11/16	115.5.05.2100.6160

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	99.00	11/16	100.5.04.4100.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	833.00	11/16	300.5.05.8100.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	1,566.00	11/16	400.5.06.8925.9740
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	329.00	11/16	350.5.05.8300.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	669.00	11/16	100.5.02.1100.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	38.00	11/16	100.5.01.1000.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	467.00	11/16	100.5.01.1010.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	2,573.00	11/16	100.5.01.1030.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	82.00	11/16	100.5.01.1070.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	2.00	11/16	100.5.00.6000.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	64.00	11/16	100.5.00.6100.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	96.00	11/16	100.5.03.4000.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	470.00	11/16	100.5.04.4300.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	523.00	11/16	100.5.09.4200.6160
INV63103	WORKERS' COMP. PREMIUM	11/01/2016	11/01/2016	177.00	11/16	100.5.05.5000.6160
Total IA MUNICIPALITIES WORKERS' (2382):				9,342.00		
IA ONE CALL (2385)						
185011	LOCATES - EL	10/11/2016	11/01/2016	276.40	10/16	400.5.06.8588.9810
185581	LOCATES WTP	10/11/2016	11/01/2016	127.80	10/16	300.5.05.8100.6405
185581	LOCATES WWTP	10/11/2016	11/01/2016	127.80	10/16	350.5.05.8330.6405
Total IA ONE CALL (2385):				532.00		
IA SOCIETY OF CERTIFIED ACCTS (2398)						
5060- 2016	ISCPA DUES - NARDINI	10/03/2016	11/01/2016	230.00	10/16	100.5.00.6100.6210
Total IA SOCIETY OF CERTIFIED ACCTS (2398):				230.00		
ICMA MANAGEMENT ASSOCIATION (2422)						
133757 - 2016	ICMA DUES - NARDINI	10/24/2016	11/01/2016	1,259.00	10/16	100.5.00.6100.6210
Total ICMA MANAGEMENT ASSOCIATION (2422):				1,259.00		
IDEAL READY MIX COMPANY (2429)						
491413	STORM SEWER	10/08/2016	11/01/2016	977.75	10/16	115.5.05.2120.6548
492036	E 2ND STORM SEWER	10/15/2016	11/01/2016	2,528.00	10/16	115.5.05.2120.6548
492037	CONCRETE	10/15/2016	11/01/2016	1,037.75	10/16	310.5.05.8183.6790
Total IDEAL READY MIX COMPANY (2429):				4,543.50		
IDEXX DISTRIBUTION CORPORATION (2432)						
3008139366	BACTERIA SAMPLING	10/10/2016	11/01/2016	41.29	10/16	300.5.05.8120.6547
Total IDEXX DISTRIBUTION CORPORATION (2432):				41.29		
IRBY (2483)						
S009836120.001	TERMINATORS - EL	10/03/2016	11/01/2016	293.50	10/16	400.5.06.8588.9950
S009836120.002	TERMINATORS - EL	10/03/2016	11/01/2016	117.40	10/16	400.5.06.8588.9950
S009836120.003	TERMINATORS - EL	10/03/2016	11/01/2016	293.50	10/16	400.5.06.8588.9950
S009845295.001	HAND LINE BLOCK - EL	10/06/2016	11/01/2016	100.97	10/16	400.5.06.8583.9030
S009845295.002	HYDRAULIC IMPACT WRENCH - EL	10/06/2016	11/01/2016	657.66	10/16	400.5.06.8588.9950
Total IRBY (2483):				1,463.03		
JEFF ELLIS & ASSOCIATES INC. (2518)						
20078710	ELLIS FEE - POOL	11/01/2016	11/01/2016	934.58	10/16	100.5.04.4300.6416

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total JEFF ELLIS & ASSOCIATES INC. (2518):				934.58		
JOHN DEERE FINANCIAL (2528)						
2712815	SHOP TOOLS & HARDWARE	10/12/2016	11/01/2016	34.08	10/16	300.5.05.8120.6510
2712840	SAWZALL BLADES & SANDING DISKS	10/12/2016	11/01/2016	56.95	10/16	300.5.05.8120.6510
2712949	WHEELBARROW	10/12/2016	11/01/2016	32.50	10/16	350.5.05.8330.6510
2712949	WHEELBARROW	10/12/2016	11/01/2016	32.49	10/16	300.5.05.8130.6510
2713207	GLOVES - PK	10/13/2016	11/01/2016	14.99	10/16	100.5.09.4200.6590
2713763	GLOVES & CLEANER - PK	10/14/2016	11/01/2016	17.48	10/16	100.5.09.4200.6590
2715595	BAKING SODA - EL	10/17/2016	11/01/2016	3.99	10/16	400.5.06.8592.9030
2716416	SHOVEL, VEST, FORK - PK	10/19/2016	11/01/2016	84.45	10/16	100.5.09.4200.6590
2717722	PPE	10/21/2016	11/01/2016	16.99	10/16	115.5.05.2100.6546
2719733	PPE	10/25/2016	11/01/2016	48.97	10/16	115.5.05.2100.6546
Total JOHN DEERE FINANCIAL (2528):				342.89		
JOHNSON COUNTY COMMUNITY COLLEGE (6064)						
S0551485_1	TRAINING - FIELD TRAINING OFFICER	10/11/2016	11/01/2016	400.00	10/16	100.5.01.1030.6230
Total JOHNSON COUNTY COMMUNITY COLLEGE (6064):				400.00		
KEYSTONE LABORATORIES (2590)						
1Z08846	CONCRETE LABORATORY	10/10/2016	11/01/2016	133.30	10/16	350.5.05.8310.6405
Total KEYSTONE LABORATORIES (2590):				133.30		
KIRKWOOD COMM COLLEGE (2604)						
19637	TRAINING CONFERENCE	10/18/2016	11/01/2016	125.00	10/16	300.5.05.8100.6240
Total KIRKWOOD COMM COLLEGE (2604):				125.00		
KLEIS, MIKE (6070)						
1620580039	EE REBATE - EL	10/18/2016	11/01/2016	10.00	10/16	400.2215
Total KLEIS, MIKE (6070):				10.00		
KRIZ-DAVIS COMPANY (2667)						
S101387895.001	22K HANDHOLE LIDS - EL	10/07/2016	11/01/2016	526.44	10/16	400.5.06.8584.9030
Total KRIZ-DAVIS COMPANY (2667):				526.44		
LAKESIDE EQUIPMENT CORP (2695)						
16-1752	INPUT SHAFT ASSEMBLY	10/10/2016	11/01/2016	469.00	10/16	350.5.05.8300.6350
Total LAKESIDE EQUIPMENT CORP (2695):				469.00		
LAMPERT LUMBER (2653)						
9118879	E. 2ND STORM	10/14/2016	11/01/2016	78.98	10/16	115.5.05.2120.6548
9119162	LUMBER	10/20/2016	11/01/2016	7.09	10/16	300.5.05.8120.6310
9119319	REROD	10/24/2016	11/01/2016	45.90	10/16	115.5.05.2100.6545
Total LAMPERT LUMBER (2653):				131.97		
LANPHIER EXCAVATING LLC (6031)						
000211	WASHINGTON STREET PROJECT	08/31/2016	11/01/2016	2,360.00	10/16	215.5.05.2179.6761

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total LANPHIER EXCAVATING LLC (6031):				2,360.00		
LASER RESOURCES LLC (4705)						
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	71.66	10/16	100.5.00.6100.6550
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	36.64	10/16	100.5.00.6100.6550
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	52.97	10/16	100.5.04.4100.6543
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	15.80	10/16	100.5.05.6500.6418
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	.44	10/16	400.5.06.8549.9020
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	36.07	10/16	100.5.01.1010.6550
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	36.07	10/16	100.5.01.1030.6550
AR395602	101596 COPIER LEASE	10/01/2016	11/01/2016	20.78	10/16	300.5.05.8120.6543
Total LASER RESOURCES LLC (4705):				270.43		
LINCOLN NATIONAL (2752)						
3329735384	LIFE & LTD INSURANCE PREMIUM	10/10/2016	11/01/2016	491.40	11/16	191.5.08.9200.6154
3329735384	LIFE & LTD INSURANCE PREMIUM	10/10/2016	11/01/2016	92.04	11/16	191.5.08.9200.6154
3329735384	LIFE & LTD INSURANCE PREMIUM	10/10/2016	11/01/2016	81.90	11/16	191.5.08.9200.6154
3329735384	LIFE & LTD INSURANCE PREMIUM	10/10/2016	11/01/2016	1,250.70	11/16	191.5.08.9200.6155
Total LINCOLN NATIONAL (2752):				1,916.04		
LOGAN CONTRACTORS SUPPLY (2769)						
L52177	STREET DEPT SUPPLIES	10/04/2016	11/01/2016	483.72	10/16	115.5.05.2100.6545
R58182	SPRAY PATCHER	10/10/2016	11/01/2016	3,850.00	10/16	115.5.05.2100.6549
Total LOGAN CONTRACTORS SUPPLY (2769):				4,333.72		
MARTIN MARIETTA MATERIALS (2842)						
18829313	STORM SEWER- E. 2ND	09/30/2016	11/01/2016	160.21	10/16	115.5.05.2120.6548
18829313	DEAD END ROAD STONE - EL	09/30/2016	11/01/2016	149.97	10/16	400.5.06.8588.9300
18888456	E. 2ND ST. STORM SEWER	10/10/2016	11/01/2016	172.90	10/16	115.5.05.2120.6548
18911337	ROCK	10/13/2016	11/01/2016	1,392.42	10/16	310.5.05.8183.6790
18942334	ROCK BILL	10/17/2016	11/01/2016	544.10	10/16	115.5.05.2100.6549
Total MARTIN MARIETTA MATERIALS (2842):				2,419.60		
MC MASTER-CARR SUPPLY CO (2886)						
83925222	SPRING LATCH, WEDGE WASHERS	10/14/2016	11/01/2016	35.04	10/16	350.5.05.8300.6350
83925222	SHIPPING	10/14/2016	11/01/2016	6.91	10/16	350.5.05.8300.6531
84577809	VALVES, PIPE FITTINGS	10/18/2016	11/01/2016	131.28	10/16	350.5.05.8300.6350
84577809	SHIPPING	10/18/2016	11/01/2016	13.99	10/16	350.5.05.8300.6531
Total MC MASTER-CARR SUPPLY CO (2886):				187.22		
MEDIACOM (5331)						
101416PWS	INTERNET BILL	10/14/2016	11/01/2016	135.90	10/16	100.5.05.6500.6373
Total MEDIACOM (5331):				135.90		
MENNINGA PEST CONTROL (2913)						
50635	PEST CONTROL - CC	10/14/2016	11/01/2016	92.00	10/16	100.5.04.4100.6310
50697	PEST CONTROL - PP	10/19/2016	11/01/2016	59.92	10/16	400.5.06.8549.9020
50794	PEST CONTROL - CH	10/17/2016	11/01/2016	32.50	10/16	100.5.00.6100.6310
Total MENNINGA PEST CONTROL (2913):				184.42		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
METERING & TECHNOLOGY SOLUTIONS (4934)						
7417	WATER METERS	10/05/2016	11/01/2016	1,494.17	10/16	300.5.05.8140.6350
Total METERING & TECHNOLOGY SOLUTIONS (4934):				1,494.17		
MIDTOWN TIRE COMPANY (2961)						
164348	ST-15	10/11/2016	11/01/2016	248.00	10/16	115.5.05.2100.6350
164515	ST-20	10/17/2016	11/01/2016	900.00	10/16	115.5.05.2100.6330
164608	AIRPORT EQUIPMENT	10/13/2016	11/01/2016	1,755.00	10/16	100.5.05.2200.6350
Total MIDTOWN TIRE COMPANY (2961):				2,903.00		
MIDWEST SAFETY COUNSELORS INC. (2980)						
IVC0048368	CALIBRATION GAS	10/11/2016	11/01/2016	130.00	10/16	350.5.05.8310.6546
IVC0048368	CALIBRATION GAS	10/11/2016	11/01/2016	130.00	10/16	350.5.05.8330.6546
IVC0048368	SHIPPING	10/11/2016	11/01/2016	33.35	10/16	350.5.05.8300.6531
Total MIDWEST SAFETY COUNSELORS INC. (2980):				293.35		
MIDWESTONE INSURANCE SERVICES (1562)						
34936	VEHICLE LIABILITY INSURANCE	10/20/2016	11/01/2016	234.00	10/16	100.5.08.6405.6409
Total MIDWESTONE INSURANCE SERVICES (1562):				234.00		
MILLIGAN, JOHN (6032)						
79-20112-01A	ACH PAYMENT REFUND	10/20/2016	10/20/2016	377.54	10/16	001.1100
Total MILLIGAN, JOHN (6032):				377.54		
MISSOURI RIVER ENERGY SERVICES (3001)						
102816	PURCHASED POWER	10/28/2016	10/28/2016	989,597.23	10/16	400.5.06.8555.9500
102816	TRANSMISSION	10/28/2016	10/28/2016	101,655.98	10/16	400.5.06.8565.9520
Total MISSOURI RIVER ENERGY SERVICES (3001):				1,091,253.21		
MUNICIPAL SUPPLY INC (3052)						
0637748-IN	DISTRIBUTION PARTS	10/10/2016	11/01/2016	3,098.25	10/16	310.5.05.8183.6790
0638107-IN	DISTRIBUTION PARTS	10/11/2016	11/01/2016	1,787.00	10/16	310.5.05.8183.6790
0638560-IN	STORM SEWER	10/17/2016	11/01/2016	1,878.00	10/16	115.5.05.2120.6548
0639000-IN	DISTRIBUTION PARTS	10/19/2016	11/01/2016	564.00	10/16	310.5.05.8183.6790
Total MUNICIPAL SUPPLY INC (3052):				7,327.25		
N C L OF WISCONSIN INC (3063)						
380179	LABORATORY SUPPLIES	10/14/2016	11/01/2016	353.95	10/16	350.5.05.8300.6547
380179	SHIPPING	10/14/2016	11/01/2016	41.72	10/16	350.5.05.8300.6531
380451	LAB SUPPLIES - WTP	10/20/2016	11/01/2016	313.96	10/16	300.5.05.8120.6547
Total N C L OF WISCONSIN INC (3063):				709.63		
NORRIS ASPHALT PAVING (3134)						
100657	STORM SEWER	10/08/2016	11/01/2016	172.42	10/16	115.5.05.2120.6548
Total NORRIS ASPHALT PAVING (3134):				172.42		
OFFICE DEPOT (3174)						
870224557001	OFFICE SUPPLIES - WWTP	10/07/2016	11/01/2016	137.55	10/16	350.5.05.8310.6543

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total OFFICE DEPOT (3174):				137.55		
O'REILLY AUTO PARTS (3193)						
0339-361859	ST-4	10/07/2016	11/01/2016	89.79	10/16	115.5.05.2100.6350
Total O'REILLY AUTO PARTS (3193):				89.79		
PELLA COOP ELECTRIC ASSN (3268)						
093016AIR	ELECTRIC BILL - AIRPORT	09/30/2016	11/01/2016	991.97	10/16	100.5.05.2200.6370
Total PELLA COOP ELECTRIC ASSN (3268):				991.97		
PELLA HOMETOWN VARIETY (3279)						
007185	EMPLOYEE RECOGNITION BREAKFA	10/04/2016	11/01/2016	11.18	10/16	100.5.00.6320.6412
Total PELLA HOMETOWN VARIETY (3279):				11.18		
PELLA MOTORS (3287)						
76688	DOOR HANDLE	10/06/2016	11/01/2016	35.99	10/16	300.5.05.8130.6330
76688	DOOR HANDLE	10/06/2016	11/01/2016	35.98	10/16	350.5.05.8330.6330
Total PELLA MOTORS (3287):				71.97		
PELLA PRINTING CO (3292)						
50646	NOTE CARDS	10/04/2016	11/01/2016	137.50	10/16	100.5.00.6320.6417
Total PELLA PRINTING CO (3292):				137.50		
POST OFFICE (3371)						
10242016	MAIL 12 DAY NOTICES	10/24/2016	10/24/2016	56.73	10/16	300.5.05.8100.6531
10242016	MAIL 12 DAY NOTICES	10/24/2016	10/24/2016	51.05	10/16	195.5.05.8400.6531
10242016	MAIL 12 DAY NOTICES	10/24/2016	10/24/2016	51.05	10/16	350.5.05.8310.6531
10242016	MAIL 12 DAY NOTICES	10/24/2016	10/24/2016	68.07	10/16	400.5.06.8921.9020
Total POST OFFICE (3371):				226.90		
POWER LINE SUPPLY COMPANY (5705)						
56078686	DUCT SPACERS - EL	10/11/2016	11/01/2016	5,913.89	10/16	410.5.06.8991.3670
56078687	DUCT SPACERS - EL	10/11/2016	11/01/2016	2,238.87	10/16	410.5.06.8991.3670
Total POWER LINE SUPPLY COMPANY (5705):				8,152.76		
PR DIAMOND PRODUCTS INC (3380)						
0043012-IN	QUICKIE SAW BLADE	10/12/2016	11/01/2016	261.00	10/16	350.5.05.8330.6510
0043012-IN	QUICKIE SAW BLADE	10/12/2016	11/01/2016	261.00	10/16	300.5.05.8130.6510
Total PR DIAMOND PRODUCTS INC (3380):				522.00		
PRAIRIE VILLAGE COOP (5628)						
39-10657-18	CREDIT BALANCE REFUND	10/13/2016	11/01/2016	8.49	10/16	001.1199
Total PRAIRIE VILLAGE COOP (5628):				8.49		
PRAXAIR DISTRIBUTION INC (3385)						
74566545	CYLINDER RENTAL - EL	09/30/2016	11/01/2016	48.14	10/16	400.5.06.8588.9950

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total PRAXAIR DISTRIBUTION INC (3385):				48.14		
QUAD CITY TESTING LABORATORY I (3413)						
16279	HOIST INSPECTION	10/20/2016	11/01/2016	1,405.00	10/16	350.5.05.8310.6546
Total QUAD CITY TESTING LABORATORY I (3413):				1,405.00		
QUILL CORPORATION (3420)						
9819222	OFFICE SUPPLIES-PW	10/07/2016	11/01/2016	32.63	10/16	100.5.05.6500.6543
9876819	GIS OFFICE SUPPLIES	10/11/2016	11/01/2016	78.29	10/16	100.5.05.6500.6540
9876819	P&Z OFFICE SUPPLIES	10/11/2016	11/01/2016	78.29	10/16	100.5.05.5000.6543
Total QUILL CORPORATION (3420):				189.21		
RACOM CORPORATION (3429)						
5B118821	PORTABLE RADIO REPAIR - PD	10/14/2016	11/01/2016	140.00	10/16	100.5.01.1030.6350
Total RACOM CORPORATION (3429):				140.00		
RESCO (3480)						
658493-00	HAND HOLES - EL	10/12/2016	11/01/2016	1,235.64	10/16	410.5.06.8952.3670
658766-00	STATION POWER FUSES - EL	10/14/2016	11/01/2016	440.76	10/16	410.5.06.8955.3900
660005-00	STREET LIGHT CELLS/ GRD CLAMPS	10/20/2016	11/01/2016	318.33	10/16	410.5.06.8952.3670
Total RESCO (3480):				1,994.73		
RILCO (3502)						
0272015-IN	EQUIPMENT OIL	10/11/2016	11/01/2016	178.99	10/16	115.5.05.2100.6350
0272015-IN	EQUIPMENT OIL	10/11/2016	11/01/2016	87.14	10/16	115.5.05.2100.6330
Total RILCO (3502):				266.13		
RSM US LLP (5657)						
P-4936727-226	BACKUP LICENSE RENEWAL	10/11/2016	11/01/2016	4,675.00	10/16	100.5.00.6200.6403
R-4940986-019	SERVER VIRTUALIZATION	10/19/2016	11/01/2016	1,000.00	10/16	201.5.00.7099.6725
R-4940998-019	SEPTEMBER 2016 IT SUPPORT	10/19/2016	11/01/2016	5,434.00	10/16	100.5.00.6200.6405
Total RSM US LLP (5657):				11,109.00		
RYKEN CONCRETE LIFTING (3580)						
2449	RAISE STREET- E. 7TH	10/14/2016	11/01/2016	450.00	10/16	115.5.05.2100.6549
Total RYKEN CONCRETE LIFTING (3580):				450.00		
SADLER SIGN/DESIGN (3584)						
15367	PATROL VEHICLE DECALS - PD	10/11/2016	11/01/2016	1,050.00	10/16	201.5.01.7003.6710
Total SADLER SIGN/DESIGN (3584):				1,050.00		
SISCO (3718)						
181312	FIXED INSURANCE COSTS	10/19/2016	10/19/2016	170.00	10/16	191.5.08.9200.6157
181312	FIXED INSURANCE COSTS	10/19/2016	10/19/2016	54,072.40	10/16	191.5.08.9200.6152
181312	FIXED INSURANCE COSTS	10/19/2016	10/19/2016	683.06	10/16	191.5.08.9200.6196
181312	FIXED INSURANCE COSTS	10/19/2016	10/19/2016	1,500.00	10/16	191.5.08.9200.6196
181312	FIXED INSURANCE COSTS	10/19/2016	10/19/2016	3.34	10/16	191.5.08.9200.6196
2213-101916-F	FLEX SPENDING CLAIMS	10/19/2016	10/19/2016	475.21	10/16	191.5.08.9200.6157
2213-101916-M	MEDICAL CLAIMS	10/19/2016	10/19/2016	1,687.01	10/16	191.5.08.9200.6153

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
2213-102516-F	FLEX SPENDING CLAIMS	10/25/2016	10/25/2016	114.98	10/16	191.5.08.9200.6157
2213-102516-M	MEDICAL CLAIMS	10/25/2016	10/25/2016	2,054.70	10/16	191.5.08.9200.6153
Total SISCO (3718):				60,760.70		
SLYCORD, MARCIA (3726)						
102616PD	NATIONAL EMERGENCY NUMBER AS	10/26/2016	11/01/2016	100.00	10/16	100.5.01.1010.6240
Total SLYCORD, MARCIA (3726):				100.00		
SMART, JENNIFER (6072)						
1611580114	EE REBATE - EL	10/18/2016	11/01/2016	250.00	10/16	400.2215
Total SMART, JENNIFER (6072):				250.00		
SMITH, DAVID (6068)						
1620580036	EE REBATE - EL	10/18/2016	11/01/2016	10.00	10/16	400.2215
Total SMITH, DAVID (6068):				10.00		
SNYDER & ASSOCIATES INC (3748)						
115.0932.01-4	ENGINEERING FEES	10/18/2016	11/01/2016	310.00	10/16	100.5.05.5000.6403
116.0024.01-5	ENGINEERING FEES	10/18/2016	11/01/2016	1,959.50	10/16	100.5.05.5000.6403
116.0851.01-1	ENGINEERING FEES	10/18/2016	11/01/2016	409.00	10/16	100.5.05.5000.6403
Total SNYDER & ASSOCIATES INC (3748):				2,678.50		
SPORTS PAGE TEAM (3777)						
2655	10 T-SHIRTS - PK	07/20/2016	11/01/2016	90.00	10/16	100.5.09.4200.6425
3646	88 T-SHIRTS BOYS BASKETBALL	10/21/2016	11/01/2016	534.00	10/16	100.5.04.4442.6530
3704	5 T-SHIRTS BOYS BASKETBALL	01/21/2016	11/01/2016	30.00	10/16	100.5.04.4442.6530
3705	3 T-SHIRTS BOYS BASKETBALL	10/21/2016	11/01/2016	18.00	10/16	100.5.04.4442.6530
Total SPORTS PAGE TEAM (3777):				672.00		
STAR EQUIPMENT CO (3800)						
01539125	STORM SEWER-E 2ND	10/19/2016	11/01/2016	415.00	10/16	115.5.05.2100.6418
Total STAR EQUIPMENT CO (3800):				415.00		
STEVE UHRICH (6071)						
1611580113	EE REBATE - EL	10/18/2016	11/01/2016	250.00	10/16	400.2215
Total STEVE UHRICH (6071):				250.00		
STRATEGIC GOVERNMENT RESOURCES INC (4779)						
2017	SGR MEMBERSHIP - NARDINI	10/13/2016	11/01/2016	249.00	10/16	100.5.00.6100.6210
Total STRATEGIC GOVERNMENT RESOURCES INC (4779):				249.00		
STRAVERS TRUE VALUE (3838)						
10068422	USB CARD READER - PD	10/21/2016	11/01/2016	39.99	10/16	100.5.01.1030.6417
A236710	INFLATING NEEDLES - CC	10/11/2016	11/01/2016	4.98	10/16	100.5.04.4100.6590
A236798	HARDWARE - PD	10/13/2016	11/01/2016	4.96	10/16	100.5.01.1000.6310
A236978	BATTERIES - FD	10/17/2016	11/01/2016	29.98	10/16	100.5.02.1100.6510
A237121	HARDWARE	10/20/2016	11/01/2016	18.48	10/16	300.5.05.8120.6310
E58721	VARNISH SUPPLIES - FD	10/14/2016	11/01/2016	16.56	10/16	100.5.02.1100.6310
E58785	TRASH BAGS/SOAP/TOWELS - POOL	10/19/2016	11/01/2016	216.48	10/16	100.5.04.4300.6590

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total STRAVERS TRUE VALUE (3838):				331.43		
SUMMIT COMPANIES (5585)						
101216	WWTP FIRE EXTINGUISHERS- WWTP	10/12/2016	11/01/2016	1,203.25	10/16	350.5.05.8310.6546
1150647	ANNUAL FIRE EXTINGUISHER INSPE	10/12/2016	11/01/2016	421.50	10/16	115.5.05.2100.6546
1150715	ANNUAL EXTINGUISHER SERVICE - E	10/12/2016	11/01/2016	391.50	10/16	400.5.06.8588.9300
1151182	ANNUAL FIRE EXTING SVC-PK	10/12/2016	11/01/2016	116.25	10/16	100.5.09.4200.6590
1243087	WTP FIRE EXTINGUISHER TESTING-WTP	10/12/2016	11/01/2016	168.25	10/16	300.5.05.8100.6546
1250864	COLL/DIS FIRE EXTINGUISHER SERVICE-COLL/	10/12/2016	11/01/2016	58.13	10/16	350.5.05.8330.6546
1250864	COLL/DIS FIRE EXTINGUISHER SERVICE-COLL/	10/12/2016	11/01/2016	58.12	10/16	300.5.05.8100.6546
Total SUMMIT COMPANIES (5585):				2,417.00		
TERRACON CONSULTANTS INC (3926)						
T829440	SPORTS PARK PROJECT	10/10/2016	11/01/2016	2,140.00	10/16	203.5.08.7226.6799
Total TERRACON CONSULTANTS INC (3926):				2,140.00		
THISTLES (3940)						
64832	BEREAVEMENT EXPENSE	10/19/2016	11/01/2016	100.00	10/16	100.5.08.6400.6500
Total THISTLES (3940):				100.00		
TITAN MACHINERY (3959)						
8392762	GP ST-20	09/30/2016	11/01/2016	1.35	10/16	115.5.05.2100.6350
Total TITAN MACHINERY (3959):				1.35		
TONY'S AUTO PARTS (3968)						
5797-210005	AIRPORT VEHICLES	10/11/2016	11/01/2016	72.88	10/16	100.5.05.2200.6330
5797-227738	AIRPORT VEHICLES	10/12/2016	11/01/2016	148.08	10/16	100.5.05.2200.6330
5797-227739	SHOP SUPPLIES	10/12/2016	11/01/2016	25.48	10/16	115.5.05.2100.6330
5797-227781	OIL FILTER	10/12/2016	11/01/2016	15.79	10/16	350.5.05.8320.6350
5797-227782	VICE GRIPS	10/12/2016	11/01/2016	32.38	10/16	300.5.05.8120.6510
5797-228141	ST-16	10/18/2016	11/01/2016	22.50	10/16	115.5.05.2100.6330
5797-228220	BATTERY CABLES - PK	10/19/2016	11/01/2016	43.28	10/16	100.5.09.4200.6590
5797-228221	BATTERY - PK	10/19/2016	11/01/2016	45.12	10/16	100.5.09.4200.6350
5797-228304	BATTERY CABLE - PK	10/20/2016	11/01/2016	9.67	10/16	100.5.09.4200.6350
5797-228307	AIRPORT EQUIPMENT	10/20/2016	11/01/2016	92.91	10/16	100.5.05.2200.6350
5797-228368	SHOP SUPPLIES	10/21/2016	11/01/2016	40.28	10/16	115.5.05.2100.6330
5797-228519	PAINT MACHINE	10/24/2016	11/01/2016	12.96	10/16	115.5.05.2100.6350
5797-228521	HYDRAULIC FILTER	10/24/2016	11/01/2016	6.57	10/16	350.5.05.8320.6350
Total TONY'S AUTO PARTS (3968):				567.90		
TOWN CRIER (3979)						
30471	ADULT VOLLEBALL AD	09/07/2016	11/01/2016	33.00	10/16	100.5.04.4420.6402
30693	PERSONNEL MANUAL	09/30/2016	11/01/2016	3,208.75	10/16	100.5.00.6320.6417
Total TOWN CRIER (3979):				3,241.75		
TRAF-O-TERIA SYSTEM INC (3984)						
15973	PARKING CITATIONS-PD	10/20/2016	11/01/2016	477.33	10/16	100.5.01.1030.6417
Total TRAF-O-TERIA SYSTEM INC (3984):				477.33		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
TRANS-IOWA EQUIPMENT INC (3988)						
P00687	ST-22 - BROOMS	10/13/2016	11/01/2016	491.20	10/16	115.5.05.2100.6350
Total TRANS-IOWA EQUIPMENT INC (3988)				491.20		
TRINITY CONSULTANTS INC (6067)						
1142836	ENVIRONMENTAL REPORTS - PP	09/27/2016	11/01/2016	1,272.00	10/16	400.5.06.8548.9030
Total TRINITY CONSULTANTS INC (6067):				1,272.00		
TUCKER TRUCKING, ALAN (4009)						
11695	ROCK HAULING	10/17/2016	11/01/2016	654.56	10/16	310.5.05.8183.6790
Total TUCKER TRUCKING, ALAN (4009):				654.56		
UNITED PARCEL SERVICES (4036)						
0000536050436	536050-UPS	10/22/2016	11/01/2016	55.25	11/16	400.5.06.8588.9920
Total UNITED PARCEL SERVICES (4036).				55.25		
US CELLULAR (4047)						
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	54.07	10/16	400.5.06.8588.9920
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	8.69	10/16	400.5.06.8549.9020
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	59.87	10/16	100.5.05.6500.6373
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	26.97	10/16	300.5.05.8100.6373
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	46.91	10/16	400.5.06.8584.9030
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	23.45	10/16	350.5.05.8330.6373
0159690659	491953432-CELL PHONES	10/12/2016	11/01/2016	23.46	10/16	300.5.05.8100.6373
Total US CELLULAR (4047)				243.42		
USA BLUE BOOK (4050)						
079293	VACUUM BREAKERS	10/06/2016	11/01/2016	49.96	10/16	350.5.05.8320.6350
079293	SHIPPING	10/06/2016	11/01/2016	18.70	10/16	350.5.05.8300.6531
085285	DIST PARTS & SHOVELS	10/13/2016	11/01/2016	469.11	10/16	300.5.05.8130.6510
085285	SHOVELS	10/13/2016	11/01/2016	183.20	10/16	350.5.05.8330.6510
Total USA BLUE BOOK (4050).				720.97		
VAN HAAFTEN PLBG & HTG INC (4093)						
31916	WASHINGTON ST PROJECT	07/22/2016	11/01/2016	91.88	10/16	215.5.05.2179.6761
Total VAN HAAFTEN PLBG & HTG INC (4093):				91.88		
VAN RHEENEN INC (5124)						
12836	AIR CONDITIONER REPAIR	10/10/2016	11/01/2016	91.00	10/16	100.5.05.2200.6310
Total VAN RHEENEN INC (5124):				91.00		
VANDE NOORD HOMES INC (4630)						
30-07319-00	CREDIT BALANCE REFUND	10/20/2016	11/01/2016	14.96	10/16	001.1199
Total VANDE NOORD HOMES INC (4630):				14.96		
VANDER BEEK TRUCK ACCESSORIES (4190)						
21834	SEAT COVERS - EL	08/24/2016	11/01/2016	500.00	10/16	400.5.06.8588.9660

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
Total VANDER BEEK TRUCK ACCESSORIES (4190):				500.00		
VANDER PLOEG BAKERY (4209)						
51035	BIRTHDAY CAKE - POOL	10/15/2016	11/01/2016	17.00	10/16	100.5.04.4300.6590
51036	BIRTHDAY CAKE - POOL	10/15/2016	11/01/2016	17.00	10/16	100.5.04.4300.6590
Total VANDER PLOEG BAKERY (4209):				34.00		
VAN-WALL EQUIPMENT (5434)						
436277	ST-18	10/18/2016	11/01/2016	150.00	10/16	115.5.05.2100.6350
Total VAN-WALL EQUIPMENT (5434):				150.00		
VERMEER SALES & SERVICE (4252)						
01143790	REEL TRAILER REPAIR - EL	10/06/2016	11/01/2016	1,512.93	10/16	400.5.06.8588.9660
01143952	ST-13	10/13/2016	11/01/2016	230.63	10/16	115.5.05.2100.6350
01144002	HOT LINE LOCATOR ADAPTER - EL	10/17/2016	11/01/2016	443.00	10/16	400.5.06.8584.9030
Total VERMEER SALES & SERVICE (4252):				2,186.56		
VISSER, KACI (4270)						
102616PD	UNIFORM EXPENSE - PD	10/26/2016	11/01/2016	37.07	10/16	100.5.01.1010.6510
Total VISSER, KACI (4270):				37.07		
WALMART COMMUNITY (4312)						
000574	CITIZEN POLICE ACADEMY PROPS -	10/03/2016	11/01/2016	23.22	10/16	100.5.01.1050.6240
001632	CHIPS & POP - SOCCER CONCESSIO	10/12/2016	11/01/2016	15.69	10/16	100.5.09.4245.6530
002442	VEHICLE EXPENSE - PD	10/02/2016	11/01/2016	23.25	10/16	100.5.01.1030.6330
003148	BUILDING SUPPLIES-COLL/DIST	09/30/2016	11/01/2016	26.16	10/16	300.5.05.8130.6544
003148	BUILDING SUPPLIES	09/30/2016	11/01/2016	26.15	10/16	350.5.05.8330.6544
003955	JANITORIAL SUPPLIES - PD	09/22/2016	11/01/2016	141.55	10/16	100.5.01.1000.6411
003986	CITIZEN POLICE ACADEMY MEALS - P	09/26/2016	11/01/2016	47.04	10/16	100.5.01.1050.6240
004754	BOWL CLEANER - CH	10/12/2016	11/01/2016	3.84	10/16	100.5.00.6100.6411
004754	MISC. OFFICE SUPPLIES - CH	10/12/2016	11/01/2016	31.16	10/16	100.5.00.6100.6543
005806	PLIERS - ART CENTER	09/21/2016	11/01/2016	8.29	10/16	100.5.04.4110.6544
005835	EMPLOYEE RECOGNITION BREAKFA	10/05/2016	11/01/2016	6.46	10/16	100.5.00.6320.6412
005851	BUNS - SOCCER CONCESSIONS	09/30/2016	11/01/2016	2.68	10/16	100.5.09.4245.6530
005851	AIR FRESNER - CC	09/30/2016	11/01/2016	4.36	10/16	100.5.04.4100.6590
006041	CLEANER & TRASH BAGS - PK	10/06/2016	11/01/2016	12.86	10/16	100.5.09.4200.6553
006041	ENDUST - CC	10/06/2016	11/01/2016	3.33	10/16	100.5.04.4100.6590
006995	BUNS & CONTAINERS - SOCCER CON	09/14/2016	11/01/2016	5.25	10/16	100.5.09.4245.6530
007318	VACUUM & CLOCK - CC	10/04/2016	11/01/2016	68.88	10/16	100.5.04.4100.6590
007507	BAGS FOR TULIP BULBS - CC	10/10/2016	11/01/2016	3.92	10/16	100.5.09.4200.6561
008027	CITIZEN POLICE ACADEMY DRINKS -	10/10/2016	11/01/2016	20.12	10/16	100.5.01.1050.6240
008628	BATTERIES - CC	10/04/2016	11/01/2016	10.97	10/16	100.5.04.4100.6590
023292	BUILDING SUPPLIES	09/23/2016	11/01/2016	34.40	10/16	300.5.05.8120.6590
4294	PARTY SUPPLIES - POOL	09/23/2016	11/01/2016	12.87	10/16	100.5.04.4300.6590
Total WALMART COMMUNITY (4312):				532.45		
WATER ENGINEERING INC (4325)						
IN20543	WATER TESTING SUPPLIES - CC	10/13/2016	11/01/2016	46.88	10/16	100.5.04.4100.6590
Total WATER ENGINEERING INC (4325):				46.88		

Invoice	Description	Invoice Date	Due Date	Total Cost	Period	GL Account
WINDSTREAM IOWA COMMUNICATIONS (4413)						
092616AIR	PHONE BILL- AIRPORT	09/26/2016	11/01/2016	59.87	10/16	100.5.05.2200.6373
10052016 - CC	PHONE FAX 0-0011 - CC	10/05/2016	11/01/2016	34.01	10/16	100.5.04.4100.6373
101716WWTP	FAX LINE	10/17/2016	11/01/2016	26.60	10/16	350.5.05.8310.6373
101916COLL/DIST	PHONE SERVICE-COLL/DIST	10/19/2016	11/01/2016	41.00	10/16	350.5.05.8330.6373
101916COLL/DIST	PHONE SERVICE-COLL/DIST	10/19/2016	11/01/2016	40.99	10/16	300.5.05.8130.6373
Total WINDSTREAM IOWA COMMUNICATIONS (4413):				202.47		
Grand Totals.				1,967,257.75		

Report GL Period Summary

GL Period	Amount
11/16	14,859.79
10/16	1,952,397.96

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 = 10/19/2016-11/01/2016

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	161028132	10/22/2016	74-00	SOCIAL SECURITY Pay Period: 10/22/	100.2165	10,575.87
1	EFTPS	161028132	10/22/2016	74-00	SOCIAL SECURITY Pay Period: 10/22/	100.2165	10,575.87
1	EFTPS	161028132	10/22/2016	75-00	MEDICARE Pay Period: 10/22/2016	100.2165	3,040.04
1	EFTPS	161028132	10/22/2016	75-00	MEDICARE Pay Period: 10/22/2016	100.2165	3,040.04
1	EFTPS	161028132	10/22/2016	76-00	FEDERAL WITHHOLDING TAX Pay Pe	100.2165	21,454.03
Total 1:							48,685.85
2							
2	IOWA DEPARTMENT OF	161028133	10/22/2016	77-00	STATE WITHHOLDING TAX Pay Period	100.2166	9,155.01
2	IOWA DEPARTMENT OF	161028133	10/22/2016	77-00	STATE WITHHOLDING TAX	100.5.00.6100.6502	.01-
Total 2:							9,155.00
3							
3	IPERS	161028134	10/22/2016	50-01	IPERS-REGULAR Pay Period: 10/22/20	100.2160	10,001.98
3	IPERS	161028134	10/22/2016	50-01	IPERS-REGULAR Pay Period: 10/22/20	100.2160	15,011.39
3	IPERS	161028134	10/22/2016	50-02	IPERS-ELECTED Pay Period: 10/22/20	100.2160	27.46
3	IPERS	161028134	10/22/2016	50-02	IPERS-ELECTED Pay Period: 10/22/20	100.2160	41.21
3	IPERS	161028134	10/22/2016	50-01	IPERS-REGULAR	100.2160	.07-
3	IPERS	161028134	10/22/2016	50-01	IPERS-REGULAR KG	400.5.07.8584.9030	1,543.81-
3	IPERS	161028134	10/22/2016	50-01	IPERS-REGULAR LS	100.5.09.4200.6021	103.44-
Total 3:							23,434.72
4							
4	MUNICIPAL FIRE & POLI	2225	10/22/2016	51-01	MFPRSI-POLICE PENSION Pay Period:	100.2161	3,694.01
4	MUNICIPAL FIRE & POLI	2225	10/22/2016	51-01	MFPRSI-POLICE PENSION Pay Period:	100.2161	10,186.07
Total 4:							13,880.08
5							
5	ICMA-457	161028129	10/22/2016	52-01	ICMA RETIREMENT 457 Pay Period: 1	100.2169	3,630.00
5	ICMA-457	161028129	10/22/2016	52-02	ICMA RETIREMENT 457%(GROSS) Pa	100.2169	617.15
Total 5:							4,247.15
6							
6	ICMA-401	161028128	10/22/2016	53-00	401A Pay Period: 10/22/2016	100.2167	787.38
Total 6:							787.38
7							
7	ICMA-ROTH	161028130	10/22/2016	52-05	ICMA ROTH IRA Pay Period: 10/22/201	100.2171	1,222.30
Total 7:							1,222.30
8							
8	AFLAC	2223	10/22/2016	42-00	AFLAC SHORT TERM DISABILITY Pay	100.2152	170.50
8	AFLAC	2223	10/22/2016	45-01	AFLAC ACCIDENT-SICK Pay Period: 1	100.2152	397.48
8	AFLAC	2223	10/22/2016	45-02	AFLAC CANCER Pay Period: 10/22/201	100.2152	282.65

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Total 8:							850.63
9	9 TRANSAMERICA LIFE IN	2226	10/22/2016	43-00	SUPPLIEMENTAL LIFE INSURANCE P	100.2152	152.91
Total 9:							152.91
11	11 CHILD SUPPORT RECOV	161028131	10/22/2016	56-01	CHILD SUPPORT-FLAT AMT Pay Perio	100.2158	556.14
Total 11:							556.14
13	13 METLIFE SMALL BUSINE	2224	10/22/2016	41-01	DENTAL-SINGLE Pay Period: 10/22/20	191.4.08.9200.4795	185.13
	13 METLIFE SMALL BUSINE	2224	10/22/2016	41-02	DENTAL-FAMILY Pay Period: 10/22/20	191.4.08.9200.4795	1,119.10
	13 METLIFE SMALL BUSINE	0	10/22/2016	41-01	DENTAL-SINGLE	100.5.00.6100.6502	.17-
Total 13:							1,304.06
Grand Totals:							104,276.22

Report Criteria:

Paid transmittals included
Unpaid transmittals included

<u>Name</u>	<u>Pay Date</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>
ACH	10/28/2016	DIRECT DEPOSITS	100.2010	137,814.99
CHECK RUN	10/28/2016	PAYCHECKS	100.2010	7,543.92

Grand Totals:

145,358.91
