



CITY OF INDIANOLA COUNCIL MEETING

February 3, 2025

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**
- 5. Consent Agenda**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the January 21, 2025 meeting.
 - D. Setting dates for future public hearings
 1. Resolution setting a public hearing for February 18, 2025 at 6:00 PM and referring a rezoning application for Indianola Veterinary Clinic to the Planning and Zoning Commission.
 2. Resolution setting a public hearing for February 18, 2025 at 6:00 PM and referring a rezoning application for Summercrest Hills North to the Planning & Zoning Commission.
 - E. Approval of Applications
 1. Approval of Payment Application Number 14, in the amount of \$263,748.38 to Vanderpool Construction Inc. for the East Hillcrest Avenue Reconstruction Project.
 2. Approval of Payment Application Number 3 in the amount of \$147,524.41 to Kline Electric for the Traffic Signal Improvements at South Buxton Street and West 2nd. Avenue.
 - F. Third consideration and adoption of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for The Village Urban Renewal Plan.
 - G. Second consideration of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Emerald Bay Urban Renewal Plan.
 - H. Resolution approving the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238, and Police Unit.

- I. Resolution appointing representatives to the Mid-Iowa Planning Alliance for Community Development (MIPA).
- J. Resolution approving a new step on the compensation table for non-paramedic certified employees in the Fire Department.
- K. Resolution approving development agreements for South K Street.
- L. Resolution accepting Temporary Access and Utility Easement Agreement.
- M. Approval of Urban Revitalization Designations
- N. Resolution approving salaries.

6. Public Consideration

- A. New Business
 - 1. Discussion and direction regarding Cleanup Event at the Brush Facility
 - a. Resolution approving Brush Facility Services for 2025
 - 2. Vicious Dogs
 - a. Hearing in accordance with Chapter 56, Section 56.05 of the City of Indianola Code concerning seizure, impoundment, and disposition of vicious animals.
 - b. Consideration of the determination of vicious animals.

7. Council Reports

- A. Consideration of the appointment of Al Kratz to the Indianola Public Arts Commission for a term beginning immediately, and ending July 1, 2027.
- B. Consideration of the appointment of Rachel Terlop to the Indianola Public Arts Commission for a term beginning immediately, and ending July 1, 2027.

8. Mayor Pro Tem's Report

- A. Chris Street Day Proclamation

9. Other Business

- A. Interim City Manager's Report - Wade Wagoner
- B. Discussion regarding the Fiscal Year 26 Budget.
- C. Discussion and direction regarding City Manager recruitment schedule.
- D. Discussion regarding Vision 2030.

10. Adjourn



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Approval of Claims

Recommendation: Simple motion is in order.

Attachments: 1. Vendor Report 2032025

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACE HARDWARE				
ACE HARDWARE	CORNER BRACE	01/14/2025	22.36	ROAD USE TAX FU
ACE HARDWARE	SPRAY PAINT AND PRIMER- GRILL OF CASE	01/17/2025	17.18	PARK & RECREATI
ACE HARDWARE	WRR GARAGE DOOR	01/28/2025	181.08	GENERAL FUND
Total ACE HARDWARE:			220.62	
ADVANCED DATA PROCESSING INC				
ADVANCED DATA PROCESSING	SEPTEMBER 2024 DIGITECH EMS FEE	10/30/2024	7,495.62	AMBULANCE FUN
ADVANCED DATA PROCESSING	DECEMBER 2024 DIGITECH EMS FEE	01/14/2025	8,211.03	AMBULANCE FUN
Total ADVANCED DATA PROCESSING INC:			15,706.65	
AGRILAND FS INC				
AGRILAND FS INC	FORK LIFT LP	01/20/2025	28.74	SEWER FUND
Total AGRILAND FS INC:			28.74	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	SUMMERCREST HILLS URP	01/21/2025	371.00	GENERAL FUND
AHLERS & COONEY P.C.	WESLEY LIFE URP	01/21/2025	313.50	GENERAL FUND
AHLERS & COONEY P.C.	WESLEY RETIREMENT SERVICES INC DA	01/21/2025	259.46	GENERAL FUND
AHLERS & COONEY P.C.	URBAN RENEWAL GENERAL	01/21/2025	245.00	GENERAL FUND
AHLERS & COONEY P.C.	KENTUCKY RIDGE/NORTH 6TH ST URP	01/21/2025	337.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND NO 8 TO HILLCREST/DOWNTOWN U	01/21/2025	485.00	GENERAL FUND
AHLERS & COONEY P.C.	INCEPTION GROUP LLC DA	01/21/2025	94.50	GENERAL FUND
AHLERS & COONEY P.C.	IDG 3 LLC DA	01/21/2025	1,665.00	GENERAL FUND
AHLERS & COONEY P.C.	EMERALD BAY URP	01/21/2025	2,073.50	GENERAL FUND
AHLERS & COONEY P.C.	SUNSTONE INVESTMENTS LLC DA	01/21/2025	3,058.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			8,901.96	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES	01/22/2025	6.92	GENERAL FUND
AMAZON CAPITAL SERVICES	IWC	01/22/2025	404.48	GENERAL FUND
AMAZON CAPITAL SERVICES	FILE FOLDER & INK PENS	01/27/2025	43.82	FIRE FUND
AMAZON CAPITAL SERVICES	PRGRAMMING SUPPLIES FOR L & P	01/21/2025	67.27	WELLNESS CAMP
AMAZON CAPITAL SERVICES	LAPTOP X7	01/29/2025	7,413.00	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	DOCK X5	01/29/2025	1,199.90	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	IPAD CASE X3 + STYLUS X5	01/29/2025	275.25	SEWER FUND
AMAZON CAPITAL SERVICES	BATTERIES	01/28/2025	26.86	WELLNESS CAMP
AMAZON CAPITAL SERVICES	WALL MOUNTED BABY CHANGING STATION	01/28/2025	259.96	WELLNESS CAMP
AMAZON CAPITAL SERVICES	DOCK X2	01/29/2025	415.98	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	PC REPLACEMENT	01/24/2025	329.18	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	BUXTON ROOM FAN	01/15/2025	80.39	GENERAL FUND
AMAZON CAPITAL SERVICES	DOCK X3	01/28/2025	749.97	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	MANOMETER	01/28/2025	199.23	GENERAL FUND
AMAZON CAPITAL SERVICES	EGG HUNT EGGS AND PRIZES	01/22/2025	59.79	PARK & RECREATI
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES, COPIER PAPER	01/20/2025	46.99	WELLNESS CAMP
AMAZON CAPITAL SERVICES	SCREEN PROTECTORS	01/27/2025	116.40	POLICE FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	01/27/2025	72.56	POLICE FUND
AMAZON CAPITAL SERVICES	LAPTOP X2	01/15/2025	2,118.00	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	SUPPLIES	01/15/2025	196.49	GENERAL FUND
AMAZON CAPITAL SERVICES	STRYKER POWERLOAD REPLC. BATTERIES	01/17/2025	785.97	AMBULANCE FUN
AMAZON CAPITAL SERVICES	SDS BINDER	01/22/2025	19.95	GENERAL FUND
AMAZON CAPITAL SERVICES	FAUCET REPAIR	01/22/2025	15.17	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total AMAZON CAPITAL SERVICES:			14,903.53	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	INVESTMENT ACCT FEE FY25 Q2	01/12/2025	6,391.07	GENERAL FUND
Total BANKERS TRUST COMPANY:			6,391.07	
BASEPOINT BUILDING AUTOMATIONS				
BASEPOINT BUILDING AUTOMA	ACTIVITY CENTER ADA DOOR REPAIR	01/20/2025	299.50	PARK & RECREATI
BASEPOINT BUILDING AUTOMA	IWC MAIN ENTRANCE EXTERIOR DOOR RE	01/23/2025	1,373.42	WELLNESS CAMP
Total BASEPOINT BUILDING AUTOMATIONS:			1,672.92	
BLUEMARK ENERGY LLC				
BLUEMARK ENERGY LLC	NATURAL GAS	01/28/2025	5,277.42	WELLNESS CAMP
Total BLUEMARK ENERGY LLC:			5,277.42	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	RIBBONS	11/27/2024	210.00	WELLNESS CAMP
BOB'S CUSTOM TROPHIES	NAME PLATE -HURT	01/23/2025	11.00	AMBULANCE FUN
BOB'S CUSTOM TROPHIES	NAME TAG - WAGONER	01/23/2025	11.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	NAME TAG-HURT	01/23/2025	11.50	AMBULANCE FUN
BOB'S CUSTOM TROPHIES	NAME TAG - METTEE	01/23/2025	11.50	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			255.50	
BOEGE, LISA				
BOEGE, LISA	3RD/4TH, 5TH/6TH YTH BB - OFFICIAL	01/24/2025	120.00	PARK & RECREATI
Total BOEGE, LISA:			120.00	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	AMBULANCE FIRST OUT RESPONSE EQUIP	12/09/2024	196.19	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES - IV SUPP	12/10/2024	682.44	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLY - CARDIAC, IV, BGL M	01/15/2025	2,706.30	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLY - IV	01/16/2025	60.99	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLY - PNEUMO TUBING	01/20/2025	263.96	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLY - IV SUPPLIES	01/20/2025	34.20	AMBULANCE FUN
BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES - NEEDLE	01/27/2025	511.28	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			4,062.98	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	28E 2ND QTR FY25 CONTRIBUTION`	01/27/2025	13,658.61	GENERAL FUND
Total BRAVO GREATER DES MOINES:			13,658.61	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	CRADLEPOINTS	01/28/2025	5,200.50	POLICE FUND
Total CDW GOVERNMENT INC:			5,200.50	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	PEST CONTROL CH	01/29/2025	195.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			195.00	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	01/22/2025	70.47	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	01/22/2025	78.06	GENERAL FUND
Total CENTURYLINK:			148.53	
CINTAS CORPORATION				
CINTAS CORPORATION	ACTIVITY CENTER FIRST AID SUPPLIES	01/21/2025	30.17	PARK & RECREATI
CINTAS CORPORATION	CINTAS	01/23/2025	22.99	SEWER FUND
Total CINTAS CORPORATION:			53.16	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	BOARDS - PICNIC TABLES	01/15/2025	33.75	PARK & RECREATI
Total CIRCLE B CASHWAY:			33.75	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CHAINSAW CHAINS SHARPENED, NEW CHA	01/20/2025	182.96	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			182.96	
COMPLETE CARPET CARE INC				
COMPLETE CARPET CARE INC	CLEAN LEARN & PLAY CARPET	01/18/2025	135.00	WELLNESS CAMP
Total COMPLETE CARPET CARE INC:			135.00	
DAKOTA SUPPLY GROUP				
DAKOTA SUPPLY GROUP	SNOWPLOW CUTTING EDGE	01/16/2025	2,850.00	ROAD USE TAX FU
Total DAKOTA SUPPLY GROUP:			2,850.00	
DLH GRAFX				
DLH GRAFX	PICKARD SPONSORSHIP BANNERS	01/10/2025	308.00	PARK & RECREATI
DLH GRAFX	YOUTH BASKETBALL LEAGUE SHIRTS	01/13/2025	916.14	PARK & RECREATI
DLH GRAFX	SUPER HOOPERS SHIRTS	01/14/2025	1,326.77	PARK & RECREATI
DLH GRAFX	YOUTH BASKETBALL LEAGUE SHIRT	01/27/2024	5.15	PARK & RECREATI
DLH GRAFX	PICKARD SPONSORSHIP BANNERS	01/27/2025	738.00	PARK & RECREATI
Total DLH GRAFX:			3,294.06	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR - 2005 DODGE MINIVAN	01/20/2025	21.99	PARK & RECREATI
DOWNEY TIRE PROS	TIRE REPAIR - 2023 RAM 1500 2WD	01/23/2025	26.98	PARK & RECREATI
DOWNEY TIRE PROS	TIRE REPAIR - 2019 JD 5090M TRACTOR	01/27/2025	151.97	PARK & RECREATI
DOWNEY TIRE PROS	TIRE REPAIR	01/28/2025	66.92	POLICE FUND
Total DOWNEY TIRE PROS:			267.86	
DSMY				
DSMY	LAST CHANCE MEET	01/28/2025	144.00	WELLNESS CAMP
Total DSMY:			144.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	JANITORIAL SERVICES	01/15/2025	500.00	ROAD USE TAX FU
Total DUST PROS JANITORIAL:			500.00	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	01/15/2025	33.93	POLICE FUND
Total ELIXIR RX SOLUTIONS:			33.93	
EXTINGUISHER COMPANY, THE				
EXTINGUISHER COMPANY, THE	ANNUAL FIRE EXTINGUISHER INSPECTION	01/27/2025	856.75	SEWER FUND
Total EXTINGUISHER COMPANY, THE:			856.75	
GRAINGER INC				
GRAINGER INC	DRUM SPILL PLATFORM	01/16/2025	463.45	SEWER FUND
GRAINGER INC	GREASE	01/16/2025	48.60	SEWER FUND
GRAINGER INC	IWC FLOW METER GASKET	01/20/2025	13.72	GENERAL FUND
GRAINGER INC	BACKUP POWER BATTERIES	01/21/2025	40.00	SEWER FUND
Total GRAINGER INC:			565.77	
GREATER DM CONVENTION & VISITORS BUREAU				
GREATER DM CONVENTION &	CVB CONTRIBUTION - JANUARY 2025	01/27/2025	4,498.77	GENERAL FUND
Total GREATER DM CONVENTION & VISITORS BUREAU:			4,498.77	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	12/05/2024	104.30	SEWER FUND
Total HACH COMPANY:			104.30	
HAUS ROOFING & CONST SRVS				
HAUS ROOFING & CONST SRV	ACTIVITY CENTER ROOF REPAIR	01/14/2025	790.00	PARK & RECREATI
Total HAUS ROOFING & CONST SRVS:			790.00	
HEARTLAND UNDERGROUND SOLUTIONS				
HEARTLAND UNDERGROUND S	PAY APP #3 - 2ND & BUXTON TRAFFIC LIGHT	12/31/2024	147,524.41	STREET CAPITAL
Total HEARTLAND UNDERGROUND SOLUTIONS:			147,524.41	
HOTSY CLEANING SYSTEMS				
HOTSY CLEANING SYSTEMS	HOTSY MAINTENANCE	01/20/2025	33.10	ROAD USE TAX FU
Total HOTSY CLEANING SYSTEMS:			33.10	
HY-VEE				
HY-VEE	BIOMETRIC SCREENING - JANUARY 2025 C	01/09/2025	45.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - JANUARY 2025 S	01/09/2025	45.00	SEWER FUND
Total HY-VEE:			90.00	
IIA LIFTING SERVICES INC				
IIA LIFTING SERVICES INC	LADDER / TRI-POD TESTING & RECERTIFICA	12/19/2024	3,537.82	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IIA LIFTING SERVICES INC:			3,537.82	
INCEPTION GROUP LLC				
INCEPTION GROUP LLC	SCOOTERS STORM SEWER REPAIR	01/20/2025	5,232.00	STORMWATER UTI
Total INCEPTION GROUP LLC:			5,232.00	
INDEPENDENT ADVOCATE				
INDEPENDENT ADVOCATE	SO K FINAL ASSESS	01/15/2025	166.87	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1761	01/14/2025	673.84	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1762	01/14/2025	156.95	GENERAL FUND
INDEPENDENT ADVOCATE	20250106 CC MINUTES	01/14/2025	306.36	GENERAL FUND
Total INDEPENDENT ADVOCATE:			1,304.02	
INT ASSOC OF FIRE CHIEFS				
INT ASSOC OF FIRE CHIEFS	MEMBERSHIP DUES - NELLER	01/29/2025	240.00	FIRE FUND
Total INT ASSOC OF FIRE CHIEFS:			240.00	
IOWA ONE CALL				
IOWA ONE CALL	WRRF LOCATES	01/20/2025	298.40	SEWER FUND
Total IOWA ONE CALL:			298.40	
IOWA PARK & REC. ASSOC.				
IOWA PARK & REC. ASSOC.	IPRA SPRING CONFERENCE REGISTRATION	01/22/2025	1,100.00	PARK & RECREATI
IOWA PARK & REC. ASSOC.	AQUATIC CPO CEU WORKSHOP, BRADLEY,	01/22/2025	150.00	POOL (MEMORIAL)
Total IOWA PARK & REC. ASSOC.:			1,250.00	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	SHADE TREE SHORT COURSE-BUCNANAN	01/27/2025	225.00	PARK & RECREATI
IOWA STATE UNIVERSITY	SHADE TREE SHORT COURSE - CONNOR S	01/27/2025	225.00	PARK & RECREATI
IOWA STATE UNIVERSITY	SHADE TREE SHORT COURSE - MARY CHIT	01/27/2025	225.00	PARK & RECREATI
Total IOWA STATE UNIVERSITY:			675.00	
IOWA TOTAL CARE				
IOWA TOTAL CARE	REFUND REQUESTED BY PAYER: COB	01/07/2024	1,670.02	AMBULANCE FUN
IOWA TOTAL CARE:			1,670.02	
IOWA-DES MOINES SUPPLY INC.				
IOWA-DES MOINES SUPPLY IN	MEMBERSHIP SUPPLIES	01/14/2025	84.24	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MEMBERSHIP SUPPLIES	01/22/2025	625.77	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MAINTENANCE SUPPLIES	01/22/2025	351.05	WELLNESS CAMP
Total IOWA-DES MOINES SUPPLY INC.:			1,061.06	
JV TRUCKING LLC				
JV TRUCKING LLC	ROAD STONE 1ST ST	12/05/2024	692.23	ROAD USE TAX FU
Total JV TRUCKING LLC:			692.23	
KELLER'S GARAGE				
KELLER'S GARAGE	AMBULANCE 245 BRAKE ISSUE	01/27/2025	199.05	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total KELLER'S GARAGE:			199.05	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES FEB 20	01/29/2025	4,500.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,500.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP SUPPLIES	01/22/2025	108.98	ROAD USE TAX FU
Total LAWSON PRODUCTS:			108.98	
MACQUEEN EQUIPMENT LLC				
MACQUEEN EQUIPMENT LLC	SNOW BLOWER CLUTCH REPAIR	12/26/2024	6,889.27	ROAD USE TAX FU
Total MACQUEEN EQUIPMENT LLC:			6,889.27	
MAGNUSON, HARRISON				
MAGNUSON, HARRISON	3RD/4TH YTH BB OFFICIAL	01/24/2025	60.00	PARK & RECREATI
Total MAGNUSON, HARRISON:			60.00	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	AMBULANCE MEDICAL OXYGEN	01/16/2025	380.06	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			380.06	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	COMDEV WALL	01/16/2025	11.76	GENERAL FUND
MCCOY HARDWARE INC	WINDEX	01/21/2025	9.88	PARK & RECREATI
MCCOY HARDWARE INC	PAINT & SUPPLIES	01/27/2025	47.94	POLICE FUND
Total MCCOY HARDWARE INC:			69.58	
McCROMETER INC				
McCROMETER INC	FLOW METER	01/20/2025	643.81	WELLNESS CAMP
Total McCROMETER INC:			643.81	
MED COMPASS				
MED COMPASS	PERSONNEL FIT TESTING	09/26/2024	2,135.00	FIRE FUND
Total MED COMPASS:			2,135.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	WRRF ELECTRIC/GAS	01/14/2025	13,196.60	SEWER FUND
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	01/14/2025	11.94	GENERAL FUND
MID AMERICAN ENERGY CO.	STREETLIGHTS	01/14/2025	161.69	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	65/69 ELECTRIC	01/17/2025	83.63	SEWER FUND
MID AMERICAN ENERGY CO.	WESLEY ELECTRIC	01/17/2025	61.39	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST STREET	01/21/2025	187.34	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	01/21/2025	593.57	PARK & RECREATI
MID AMERICAN ENERGY CO.	NATURAL GAS	01/21/2025	910.17	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	MID AMERICAN GAS BILL	01/21/2025	141.93	POLICE FUND
MID AMERICAN ENERGY CO.	QUAIL ELECTRIC	01/21/2025	94.90	SEWER FUND
MID AMERICAN ENERGY CO.	NORTH HOWARD UTILITIES	01/21/2025	824.99	CH BUILDING PRO
MID AMERICAN ENERGY CO.	CITY HALL UTILITIES	01/21/2025	2,248.45	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MID AMERICAN ENERGY CO.:			18,516.60	
MIDWEST AUTOMATIC FIRE SPRINKLER				
MIDWEST AUTOMATIC FIRE SP	FIRE SPRINKLER INSPECTION	01/14/2025	455.80	SEWER FUND
Total MIDWEST AUTOMATIC FIRE SPRINKLER:			455.80	
NATIONWIDE OFFICE CLEANERS LLC				
NATIONWIDE OFFICE CLEANER	JANUARY 2025 CLEANING	01/15/2025	5,776.61	WELLNESS CAMP
Total NATIONWIDE OFFICE CLEANERS LLC:			5,776.61	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	CABIN FILTERS - 2019 JD 5090M TRACTOR	01/15/2025	44.26	PARK & RECREATI
O'REILLY AUTO PARTS	OIL FOR AIR COMPRESSOR	01/20/2025	17.97	ROAD USE TAX FU
O'REILLY AUTO PARTS	VEHICLE BATTERIES	01/28/2025	622.90	POLICE FUND
Total O'REILLY AUTO PARTS:			685.13	
PERFECTION PEST MANAGEMENT				
PERFECTION PEST MANAGEM	PEST CONTROL - PICKARD CONCESSIONS	01/20/2025	70.00	PARK & RECREATI
Total PERFECTION PEST MANAGEMENT:			70.00	
PROIMAGE SIGN & LIGHTING				
PROIMAGE SIGN & LIGHTING	PICKARD SPONSORSHIP SIGN	01/17/2025	336.00	PARK & RECREATI
Total PROIMAGE SIGN & LIGHTING:			336.00	
PROSCREENING LLC				
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - IWC NEH	01/15/2025	82.00	WELLNESS CAMP
Total PROSCREENING LLC:			82.00	
RANGEMASTERS TRAINING CENTER				
RANGEMASTERS TRAINING CE	N LLOYD EMS PANTS	01/11/2025	142.48	AMBULANCE FUN
Total RANGEMASTERS TRAINING CENTER:			142.48	
RELIANT FIRE APPARATUS				
RELIANT FIRE APPARATUS	AMMULANCE 246 SUSPENSION PUMP	12/05/2024	2,862.35	AMBULANCE FUN
RELIANT FIRE APPARATUS	AMBULANCE 247 ELECTRICAL ISSUES & LE	12/31/2024	554.40	AMBULANCE FUN
RELIANT FIRE APPARATUS	ELECTRICAL ISSUE THEFT RELAY SWITCH	01/16/2025	1,717.68	AMBULANCE FUN
Total RELIANT FIRE APPARATUS:			5,134.43	
RENEW BIOMEDICAL				
RENEW BIOMEDICAL	EMS MONITOR REPAIRS -DAMAGED CASE	01/27/2028	1,101.00	AMBULANCE FUN
Total RENEW BIOMEDICAL:			1,101.00	
SECURE SHRED SOLUTIONS LLC				
SECURE SHRED SOLUTIONS L	SHRED SERVICES	01/29/2025	74.00	GENERAL FUND
Total SECURE SHRED SOLUTIONS LLC:			74.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SHULL, DOUG				
SHULL, DOUG	CONTRACTED SERVICES - FEB 2025	01/29/2025	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SPORTSMAN SOLUTIONS LC				
SPORTSMAN SOLUTIONS LC	PICKARD SPONSORSHIP SERVICES	01/15/2025	600.00	PARK & RECREATI
Total SPORTSMAN SOLUTIONS LC:			600.00	
STRYKER SALES LLC				
STRYKER SALES LLC	LIFEPAK 15 PATIENT MONITORING CABLE R	01/15/2025	524.16	AMBULANCE FUN
Total STRYKER SALES LLC:			524.16	
STUFFELBEEM, TERRY				
STUFFELBEEM, TERRY	REIMBURSEMENT RED CROSS CLASS	01/29/2025	55.00	WELLNESS CAMP
Total STUFFELBEEM, TERRY:			55.00	
SUNDOWN EQUIPMENT				
SUNDOWN EQUIPMENT	BATTERY FOR SKIDLOADER	01/20/2025	189.09	ROAD USE TAX FU
Total SUNDOWN EQUIPMENT:			189.09	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	CITY HALL TRASH	01/24/2025	110.00	GENERAL FUND
T.R.M. DISPOSAL LLC	NORTH HOWARD TRASH	01/24/2025	97.00	CH BUILDING PRO
T.R.M. DISPOSAL LLC	GARBAGE BILL	01/24/2025	23.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL	01/24/2025	124.00	WELLNESS CAMP
T.R.M. DISPOSAL LLC	TRASH REMOVAL	01/24/2025	84.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			438.00	
THEISEN'S				
THEISEN'S	GLOVES	01/20/2025	33.22	PARK & RECREATI
THEISEN'S	H-K FUEL TREATMENT - PARKS TRUCKS	01/20/2025	29.94	PARK & RECREATI
THEISEN'S	ENGINE OIL, SEA FOAM, WASHER FLUID - R	01/21/2025	118.00	PARK & RECREATI
Total THEISEN'S:			181.16	
TIFCO INDUSTRIES				
TIFCO INDUSTRIES	BATTERIES	01/24/2025	249.95	SEWER FUND
Total TIFCO INDUSTRIES:			249.95	
TRANE				
TRANE	MOTOR RINGS	01/15/2025	64.10	WELLNESS CAMP
TRANE	MOTOR	01/17/2025	261.52	WELLNESS CAMP
Total TRANE:			325.62	
TRITON TRAINING GROUP LLC				
TRITON TRAINING GROUP LLC	ARMORER CLASS - CHIA	01/28/2025	450.00	POLICE FUND
Total TRITON TRAINING GROUP LLC:			450.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - COMM DEV	01/28/2025	17.30	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - CITY ADMIN	01/28/2025	17.35	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - STREETS	01/28/2025	17.30	ROAD USE TAX FU
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - SEWER	01/28/2025	17.30	SEWER FUND
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - POLICE	01/28/2025	17.30	POLICE FUND
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - FIRE	01/28/2025	17.30	FIRE FUND
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - IWC	01/28/2025	17.30	WELLNESS CAMP
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - LIBRARY	01/28/2025	17.30	LIBRARY FUND
TRUENORTH COMPANIES LC	SAFETY MTG JAN 2025 - P&R ADMIN	01/28/2025	17.30	PARK & RECREATI
Total TRUENORTH COMPANIES LC:			155.75	
TYLER TECHNOLOGIES INC				
TYLER TECHNOLOGIES INC	ERP	01/15/2025	5,000.00	GENERAL FUND
TYLER TECHNOLOGIES INC	ERP	01/15/2025	797.50	GENERAL FUND
TYLER TECHNOLOGIES INC	ERP	01/22/2025	616.25	GENERAL FUND
Total TYLER TECHNOLOGIES INC:			6,413.75	
UNITYPOINT HEALTH AT WORK - LAKEVIEW				
UNITYPOINT HEALTH AT WORK	SCREENING - BUTCHER	01/13/2025	609.54	FIRE FUND
Total UNITYPOINT HEALTH AT WORK - LAKEVIEW:			609.54	
USA BLUE BOOK				
USA BLUE BOOK	LAB SUPPLIES	01/06/2025	158.24	SEWER FUND
Total USA BLUE BOOK:			158.24	
VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	HY-GARD HYDRAULIC FLUID - JD 5090M TR	01/23/2025	52.76	PARK & RECREATI
Total VAN WALL EQUIPMENT:			52.76	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	HILLCREST AVE RECONSTRUCTION	12/06/2025	263,748.38	HILLCREST AVENU
Total VANDERPOOL CONSTRUCTION:			263,748.38	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON POLICE BILL	01/15/2025	1,711.93	POLICE FUND
Total VERIZON WIRELESS:			1,711.93	
VETTER EQUIPMENT CO				
VETTER EQUIPMENT CO	CAB FILTER - CASE-IH 45C TRACTOR	01/21/2025	11.71	PARK & RECREATI
Total VETTER EQUIPMENT CO:			11.71	
WAGONER, WADE				
WAGONER, WADE	FEBRUARY 2025 CELL	01/29/2025	75.00	GENERAL FUND
Total WAGONER, WADE:			75.00	
WALDINGER CORPORATION, THE				
WALDINGER CORPORATION, T	INDUCER MOTOR IWC POOL HVAC	01/24/2025	2,345.17	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WALDINGER CORPORATION, THE:			2,345.17	
WARREN WATER DISTRICT				
WARREN WATER DISTRICT	WRRF WATER	01/22/2025	95.45	SEWER FUND
Total WARREN WATER DISTRICT:			95.45	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	YARD WASTE HAULING	01/16/2025	1,687.99	GENERAL FUND
WASTE MANAGEMENT OF IOW	YARD WASTE HAULING	01/16/2025	8.18	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			1,696.17	
WELLS FARGO CCER				
WELLS FARGO CCER	International Association of Fire Chiefs Annual	12/31/2024	257.92	FIRE FUND
WELLS FARGO CCER	Traffic Safety Vests X4 Engine 332 & Traffic Saf	12/31/2024	222.04	FIRE FUND
WELLS FARGO CCER	Live Fire Instructor Fixed Facility Instructor Cred	12/31/2024	550.00	FIRE FUND
WELLS FARGO CCER	Individual Membership to ISFSI - Allows for a di	12/31/2024	135.00	FIRE FUND
WELLS FARGO CCER	Books for Fire Officer Training - CaptainsClarion	12/31/2024	430.00	FIRE FUND
WELLS FARGO CCER	American Heart Association Advanced Cardiac	12/31/2024	240.00	AMBULANCE FUN
WELLS FARGO CCER	eCard Order for BLS/ALS certsMercycollegeofh	12/31/2024	28.50	AMBULANCE FUN
WELLS FARGO CCER	ICS 400Cobblestone Ottumwa	12/31/2024	107.00	FIRE FUND
WELLS FARGO CCER	ICS 400Cobblestone Ottumwa	12/31/2024	7.49	FIRE FUND
WELLS FARGO CCER	Department IEMSAIowa Ems Association	12/31/2024	500.00	AMBULANCE FUN
WELLS FARGO CCER	Marketing expenseFlodesk.Com	12/31/2024	38.00	LIBRARY FUND
WELLS FARGO CCER	Nameplate - Marlene DavisBob S Custom Trop	12/31/2024	11.00	PARK & RECREATI
WELLS FARGO CCER	Business Cards - DavisGotprint.Com	12/31/2024	13.30	PARK & RECREATI
WELLS FARGO CCER	Red Cross Swim Lessons RegistrationAmerican	12/31/2024	200.00	POOL (MEMORIAL)
WELLS FARGO CCER	Red Cross Swim Lessons RegistrationAmerican	12/31/2024	100.00	WELLNESS CAMP
WELLS FARGO CCER	USA CLUB AND COACH REGISTRATIONUsa	12/31/2024	183.00	WELLNESS CAMP
WELLS FARGO CCER	Holiday Appreciation Event SuppliesWal-Mart #	12/31/2024	81.39	WELLNESS CAMP
WELLS FARGO CCER	DQ slips for competition swimSp Swimoutlet.Co	12/31/2024	20.99	WELLNESS CAMP
WELLS FARGO CCER	Les Mills Group Exercise License Subscription f	12/31/2024	647.00	WELLNESS CAMP
WELLS FARGO CCER	Kids programHy-Vee Indianola 1271	12/31/2024	20.55	LIBRARY FUND
WELLS FARGO CCER	Kids programHy-Vee Indianola 1271	12/31/2024	3.99	LIBRARY FUND
WELLS FARGO CCER	ILA MembershipIowalibraryassociation	12/31/2024	115.00	LIBRARY FUND
WELLS FARGO CCER	Playaway and JFic booksBook Outlet	12/31/2024	46.31	LIBRARY FUND
WELLS FARGO CCER	Sampler tubing, Teledyne Instruments	12/31/2024	248.58	SEWER FUND
WELLS FARGO CCER	Software Cbi*parallels	12/31/2024	148.38	GENERAL FUND
WELLS FARGO CCER	Network Supplies Www.Ui.Com	12/31/2024	196.00	GENERAL FUND
WELLS FARGO CCER	Update to network Www.Ui.Com	12/31/2024	1,403.00	LIBRARY FUND
WELLS FARGO CCER	Update to network Www.Ui.Com	12/31/2024	403.00	GENERAL FUND
WELLS FARGO CCER	employee meeting Hy-Vee	12/31/2024	91.05	GENERAL FUND
WELLS FARGO CCER	Networking/cameras Www.Ui.Com	12/31/2024	198.80	LIBRARY FUND
WELLS FARGO CCER	Networking/cameras Www.Ui.Com	12/31/2024	369.20	GENERAL FUND
WELLS FARGO CCER	Education WI*vue*testing Exam	12/31/2024	749.00	GENERAL FUND
WELLS FARGO CCER	Refrigerant stock Sp Royal Refrigerants	12/31/2024	1,667.00	MAINTENANCE
WELLS FARGO CCER	IWC Backflow preventer rebuild kit-\$1517.05, Ci	12/31/2024	1,708.81	GENERAL FUND
WELLS FARGO CCER	65060- KleenexHy-Vee Indianola 1271	12/31/2024	11.98	LIBRARY FUND
WELLS FARGO CCER	Program - Teen Hangout SuppliesWalmart.Com	12/31/2024	54.55	LIBRARY FUND
WELLS FARGO CCER	Program - Teen Hangout Supplies (on the same	12/31/2024	4.01	LIBRARY FUND
WELLS FARGO CCER	Iowa Library Association membershipIowalibrar	12/31/2024	195.00	LIBRARY FUND
WELLS FARGO CCER	Staff TrainingCaseys #1908	12/31/2024	35.98	LIBRARY FUND
WELLS FARGO CCER	Memorial plaquesBob S Custom Trophies In	12/31/2024	430.00	LIBRARY SPECIAL
WELLS FARGO CCER	Monthly phone serviceUbiquiti Inc.	12/31/2024	34.98	GENERAL FUND
WELLS FARGO CCER	Mailchimp monthly subscriptionMailchimp	12/31/2024	135.00	GENERAL FUND
WELLS FARGO CCER	SIP StationSangoma US Inc	12/31/2024	62.85	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Adobe monthly subscriptionAdobe *adobe	12/31/2024	737.83	GENERAL FUND
WELLS FARGO CCER	Jan 2025- hiringCna Classifieds	12/31/2024	300.00	POLICE FUND
WELLS FARGO CCER	Christmas officeWal-Mart #1491	12/31/2024	10.91	POLICE FUND
WELLS FARGO CCER	officer picsWalmart.Com 8009256278	12/31/2024	.56	POLICE FUND
WELLS FARGO CCER	DARE MaterialsSp Darecatalog	12/31/2024	44.39	POLICE FUND
WELLS FARGO CCER	Investigator training TempleHomefront	12/31/2024	95.00	POLICE FUND
Total WELLS FARGO CCER:			13,294.34	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	02/01/2025	125.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	02/01/2025	25.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			150.00	
WILLIAMS-WALLACE, GABRIEL				
WILLIAMS-WALLACE, GABRIEL	3RD/4TH, 5TH/6TH YTH BB OFFICIAL	01/24/2025	180.00	PARK & RECREATI
Total WILLIAMS-WALLACE, GABRIEL:			180.00	
Grand Totals:			595,816.70	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: February 3, 2025
Subject: Approval of Minutes of the January 21, 2025 meeting.

Recommendation: Simple motion is in order.

Attachments: 1. 20250121 CC Minutes



CITY OF INDIANOLA COUNCIL MEETING

January 21, 2025

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Minutes

Call to Order

The Indianola City Council met in regular session at 6:00 PM on January 21, 2025, in the City Hall Council Chambers. Mayor Pro Tem Steve Armstrong called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones, Steve Richardson. Absent: None.

Oath of Office - Chief Hurt

City Clerk Jackie Raffety administered the Oath of Office to Fire Chief Aaron Hurt.

Public Comment

James Berkley, 1007 South G St., spoke regarding the South K St project.

Tim Crosby, 1303 N 7th St., spoke regarding the condition of the gravel road off 15th St to the east.

Consent Agenda

Approval of claims and a resolution suspending certain requirements of city code where pulled from the consent agenda. Council Member Richardson moved to approve the Consent Agenda and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

- Approval of Agenda
- Approval of Minutes of the January 6 and January 9, 2025, meetings.
- Consideration of the approval of a renewal liquor license for the Indianola Country Club, pending staff approval.
- Third consideration and adoption of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.
- Second consideration of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for The Village Urban Renewal Plan.
- Resolution 2025-008 approving an amendment to the agreement with Snyder and Associates for professional engineering services needed for the North N Street Storm Sewer Infrastructure Repair Project.
- Resolution 2025-009 approving an amendment to the agreement with Snyder and Associates for Engineering Services needed for the West Clinton Avenue Culvert Replacement project.
- Approval of Urban Revitalization Designations
- Resolution 2025-010 approving salaries.

Council Member Beach moved to approve Claims and Rabe seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Richardson. NAYS: None. ABSTAIN: Sones, due to a conflict of interest. Whereas the Mayor Pro Tem declared the motion passed.

The Council discussed moving forward with, or freezing, a cost of living increase for elected and appointed officials. Council Member Richardson moved to affirm the requirements in Code 17.06 and Resolution 2023-199 and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Beach, Richardson. NAYS: Armstrong, Sones. Whereas the motion passed.

Council Reports

Council Member Beach moved to receive and file the November 2024 EMS Billing Activity Report and Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Rabe moved to receive and file the December 2024 EMS Billing Activity Report and Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Sones moved to receive and file the December 2024 Treasurer's Report and Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Richardson gave an update on the Des Moines Partnership meeting.

Mayor Pro Tem's Report

Mayor Pro Tem Armstrong provided an update on the Mayor's Youth Council.

Old Business

Council Member Rabe moved to open the public hearing on the proposed Emerald Bay Urban Renewal Plan and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Interim City Manager Wade Wagoner provided a review of the Emerald Bay Urban Renewal Plan. Jesse Rognes, site developer, commented on the specifics of the URP.

Richardson moved to close the public hearing and Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Beach moved to approve Resolution 2025-011 determining an area of the City to be an economic development area, and the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Emerald Bay Urban Renewal Plan. Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Richardson moved to approve the first consideration of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Emerald Bay Urban Renewal Plan and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Beach moved to approve Resolution 2025-012 providing for notice of intent to fill mayoral vacancy by appointment and Rabe seconded it. On roll call, the vote was AYES: Rabe, Dalby, Beach, Sones, Richardson. NAYS: Armstrong. Whereas the Mayor Pro Tem declared the motion passed.

Other Business

Interim City Manager Wagoner updated the council on recent meetings. There was a discussion on the TIF and development agreement process.

Adjourn

The meeting was adjourned at 7:08 PM on a motion by Richardson and seconded by Rabe. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Resolution setting a public hearing for February 18, 2025 at 6:00 PM and referring a rezoning a rezoning application for Indianola Veterinary Clinic to the Planning and Zoning Commission.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- Set PH Vet Clinic

City of Indianola
RESOLUTION NO 2025-

**RESOLUTION SETTING A PUBLIC HEARING AND REFERRING A REZONING
APPLICATION FOR INDIANOLA VETERINARY CLINIC TO THE PLANNING AND
ZONING COMMISSION**

WHEREAS, on January 24, 2025, an application to amend the Official Zoning Map of the City of Indianola, Iowa (rezoning) was received by the Community Development Department; and

WHEREAS, this application was for the existing parcel #s 48237040020, 48237040030, 48237002000, 48237050040, 48237050030, 48237050300 and 48237050290, collectively known as Indianola Veterinary Clinic, which are currently zoned A-1; and

WHEREAS, IVC Properties, LLC wishes to rezone the properties from A-1 to C-2; and

WHEREAS, Section 165.02(5)(B) requires the Zoning Administrator to present such request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INDIANOLA IN THE STATE OF IOWA, that the application is referred to the Planning and Zoning Commission who shall forward its findings and recommendations to the City Council for consideration and action.

PASSED AND APPROVED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Resolution setting a public hearing for February 18, 2025 at 6:00 PM and referring a rezoning application for Summercrest Hills North to the Planning & Zoning Commission.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- Set PH Summercrest Hills North

City of Indianola
RESOLUTION NO 2025-

**RESOLUTION SETTING A PUBLIC HEARING AND REFERRING A REZONING
APPLICATION FOR SUMMERCREST HILLS NORTH TO THE PLANNING AND
ZONING COMMISSION**

WHEREAS, on January 21, 2025, an application to amend the Official Zoning Map of the City of Indianola, Iowa (rezoning) was received by the Community Development Department; and

WHEREAS, this application was for the existing parcel #s 49023180642, 49023180622 and 49023180842, property collectively known as Summercrest Hills North, which is currently zoned C-2; and

WHEREAS, IDG 3, LLC wishes to rezone the property from C-2 to Planned Unit Development (PUD); and

WHEREAS, Section 165.02(5)(B) requires the Zoning Administrator to present such request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INDIANOLA IN THE STATE OF IOWA, that the application is referred to the Planning and Zoning Commission who shall forward its findings and recommendations to the City Council for consideration and action.

PASSED AND APPROVED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: February 3, 2025
Subject: Approval of Payment Application Number 14, in the amount of \$263,748.38 to Vanderpool Construction Inc. for the East Hillcrest Avenue Reconstruction Project.

Introduction: The City Council is requested to approve Partial Payment Number 14 in the amount of \$263,748.38 for the East Hillcrest Avenue Reconstruction Project. This payment covers work completed by Vanderpool Construction Inc. as part of the ongoing efforts to enhance road safety and traffic flow along East Hillcrest Avenue between North Jefferson Way and North 14th Street.

Background: On April 3, 2023, the City Council awarded the contract for the East Hillcrest Avenue Reconstruction Project to Vanderpool Construction Inc. This project is a significant infrastructure improvement that required careful coordination to minimize disruptions while ensuring a successful outcome. Construction began on May 16, 2023, and was executed in multiple phases to maintain access to businesses and residential properties. The roadway was successfully reopened to traffic on November 26, 2024, marking substantial completion of the project. Some remaining work, including sidewalk installation, permanent seeding, and other minor tasks, will be completed in the spring of 2025.

Discussion: The contractor has made steady progress, working within the project's parameters and overcoming challenges as they arose. Work completed during this pay period included roadway and utility excavation, subgrade preparation, modified subbase placement, shoulder backfill, roadway concrete paving, traffic management, trench compaction testing, granular construction entrance installation, maintenance of solid waste and recycling collection, concrete washout maintenance, erosion and sediment control, and mailbox relocation.

Vanderpool Construction Inc. was allocated 260 working days to complete the project, of which approximately 233 working days have been used, representing about 90% of the total. As of now, working days have been suspended for the winter, with construction approximately 92% complete based on earned value compared to the total contract amount. The roadway reopening on November 26, 2024, provided immediate benefits to the community by restoring access and improving traffic flow.

Budget Impact: The total contract price for the East Hillcrest Avenue Reconstruction Project is \$5,083,054.58. To date, the contractor has earned \$4,689,477.75. After applying a 3% retainage of \$140,684.33, the total payments made amount to \$4,548,793.42. This current pay request of \$263,748.38 falls within the available funding for the project and is fully covered by the project budget.

Recommendation: Staff recommends that the City Council approve Partial Payment Number 14 in the amount of \$263,748.38. This approval will allow for continued progress on the project, ensuring

that financial obligations are met while maintaining momentum toward final completion in the spring. The East Hillcrest Avenue Reconstruction Project represents a critical investment in the city's infrastructure, and this payment is an essential step in bringing the project to a successful conclusion.

- Attachments:**
1. PartialPaymentApp14_Letter_EastHillcrestAve
 2. PartialPaymentApp14_Hillcrest SIGNED

January 24, 2025

Akhilesh Pal, PE
Public Works Director
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: Application for Partial Payment No. 14
East Hillcrest Avenue Reconstruction Project

Dear Mr. Pal:

Enclosed please find Application for Partial Payment No. 14 in the amount of \$263,748.38 for work completed. Work for this pay period included roadway and utility excavation, subgrade preparation, modified subbase, shoulder backfill, roadway concrete paving, traffic management, trench compaction testing, granular construction entrance, maintenance of solid waste and recycling collection, concrete washout maintenance, erosion and sediment control, and relocating mailboxes.

The contractor, Vanderpool Construction Inc., has 260 working days to complete the project. At the end of the pay period, approximately 233 working days had been used, approximately 90%. Working days have been suspended for the winter.

Construction is approximately 92% complete when comparing the earned value, completed, to the total contract amount. The roadway was opened to travel on November 26, 2024.

The payment history for the project is summarized below:

Payment and Completion Summary	
Item	Amount
Partial Payment No. 1	\$159,176.66
Partial Payment No. 2	\$317,240.25
Partial Payment No. 3	\$393,824.92
Partial Payment No. 4	\$240,881.39
Partial Payment No. 5	\$328,600.29
Partial Payment No. 6	\$319,954.39
Partial Payment No. 7	\$388,567.70
Partial Payment No. 8	\$333,093.74
Partial Payment No. 9	\$623,604.27
Partial Payment No. 10	\$171,399.78
Partial Payment No. 11	\$174,109.17

Partial Payment No. 12	\$272,958.06
Partial Payment No. 13	\$561,634.42
Partial Payment No. 14	\$263,748.38
Total of All Payments	\$4,548,793.42
Total Earned	\$4,689,477.75
3% Retainage	\$140,684.33
Total Contract Price	\$5,083,054.58
Percent Complete	92%

Please do not hesitate to call or email me should you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.

David N. Moeller, P.E.
Project Manager

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 14

PROJECT: E Hillcrest Ave Reconstruction

S&A PROJECT NO.: 121.0558.01

OWNER: City Of Indianola
CONTRACTOR: Vanderpool Construction, Inc.
ADDRESS: 1100 N 14th St
Indianola, IA 50125
DATE: 12/6/2024

PAYMENT PERIOD: 11/1/2024
to 11/30/2024

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 5,098,494.70
Net Change by Change Order: \$ (15,440.12)
Contract Amount to Date: \$ 5,083,054.58

CONTRACT PERIOD: TOTAL WORKING DAY:

Notice to Proceed: May 16, 2023

Number of Contract Working Days: 260

Working Days Used: 233

Working Days Remaining: 27.0

Percentage of Working Days Remaining: 10.4%

Percentage of Construction Remaining: 7.7%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 4,689,477.75
Retainage: 3% \$140,684.33
Total Earned Less Retainage: \$4,548,793.42
Less Previous Applications for Payment: \$ 4,285,045.04
AMOUNT DUE THIS APPLICATION: \$263,748.38

3. CONTRACTOR'S CERTIFICATION:

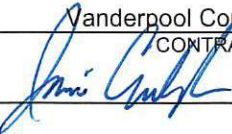
The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done 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 Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Vanderpool Construction, Inc.
CONTRACTOR

By



DATE: 12/6/2024

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

By



IFP
Digitally signed by David N.
Moeller, P.E.
Date: 2025.01.24 08:49:56-06'00'

DATE: _____

5. OWNER'S APPROVAL

OWNER

By

DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:								
ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	TOTAL	QTY. TO DATE	CO #	COST TOTAL
2101-0850001	CLEARING AND GRUBBING	0.41	ACRE	\$ 20,500.00	\$ 8,405.00	0.41		8,405.00
2101-0850002	CLEARING AND GRUBBING	113.80	UNIT	\$ 130.00	\$ 14,794.00	113.80		14,794.00
2102-271007	EXCAVATION, CLASS 10, ROADWAY AND BORROW	18,887.00	CY	\$ 10.50	\$ 198,313.50	18,887.00		198,313.50
2102-271009	EXCAVATION, CLASS 10, WASTE	2,412.00	CY	\$ 11.00	\$ 26,532.00	2,412.00		26,532.00
2105-8425005	TOPSOIL, FURNISH AND SPREAD	106.00	CY	\$ 28.00	\$ 2,756.00	106.00		2,756.00
2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	5,332.00	CY	\$ 20.00	\$ 106,640.00	5,069.00		101,380.00
2109-8225100	SPECIAL COMPACTION OF SUBGRADE	48.30	STA	\$ 1,680.00	\$ 81,144.00	48.30		81,144.00
2115-0100000	MODIFIED SUBBASE	3,646.00	CY	\$ 68.00	\$ 240,636.00	3,646.00		240,636.00
2123-7450020	SHOULDER FINISHING, EARTH	101.20	STA	\$ 405.00	\$ 40,986.00	101.20		40,986.00
2213-7100400	RELOCATION OF MAILBOXES	5.00	EACH	\$ 765.00	\$ 3,825.00	5.00		3,825.00
2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	543.30	SY	\$ 92.00	\$ 49,983.60	543.30		49,983.60
2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	19,254.50	SY	\$ 76.50	\$ 1,472,969.25	19,254.50		1,472,969.25
2301-4875008	MEDIAN, P. C. CONCRETE, 8 IN.	33.90	SY	\$ 155.00	\$ 5,254.50	33.90		5,254.50
2301-8911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.95		14,250.00
2304-0101000	TEMPORARY PAVEMENT	3,230.50	SY	\$ 63.00	\$ 203,521.50	430.80		27,140.40
2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	553.00	TON	\$ 55.00	\$ 30,415.00	553.00		30,415.00
2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	52.70	TON	\$ 60.00	\$ 3,162.00	60.95		3,657.00
2402-0425040	FLOODED BACKFILL	71.00	CY	\$ 80.00	\$ 5,680.00	11.10		888.00
2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	26.60	CY	\$ 45.00	\$ 1,197.00	26.60		1,197.00
2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	2.00	EACH	\$ 2,900.00	\$ 5,800.00	2.00		5,800.00
2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	4.00	EACH	\$ 3,100.00	\$ 12,400.00	4.00		12,400.00
2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	2.00	EACH	\$ 4,100.00	\$ 8,200.00	2.00		8,200.00
2416-0100030	APRONS, CONCRETE, 30 IN. DIA.	2.00	EACH	\$ 5,100.00	\$ 10,200.00	2.00		10,200.00
2416-0100036	APRONS, CONCRETE, 36 IN. DIA.	2.00	EACH	\$ 6,100.00	\$ 12,200.00	2.00		12,200.00
2416-1165015	CULVERT, 2000D CONCRETE, ENTRANCE PIPE 15 IN. DIA.	38.00	LF	\$ 79.00	\$ 3,002.00	38.00		3,002.00
2416-1165018	CULVERT, 2000D CONCRETE, ENTRANCE PIPE 18 IN. DIA.	88.00	LF	\$ 89.00	\$ 7,832.00	88.00		7,832.00
2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	5.00	EACH	\$ 5,400.00	\$ 27,000.00	6.00		32,400.00
2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	4.00	EACH	\$ 9,100.00	\$ 36,400.00	4.00		36,400.00
2435-0250500	INTAKE, SW-505	13.00	EACH	\$ 6,800.00	\$ 88,400.00	12.00		79,200.00
2435-0250600	INTAKE, SW-506	16.00	EACH	\$ 10,800.00	\$ 172,800.00	16.00		172,800.00
2435-0250604	INTAKE, SW-506, TOP ONLY	2.00	EACH	\$ 4,900.00	\$ 9,800.00	0.00		-
2435-0251224	INTAKE, SW-512, 24 IN.	15.00	EACH	\$ 3,000.00	\$ 45,000.00	13.00		39,000.00
2435-0251230	INTAKE, SW-512, 30 IN.	1.00	EACH	\$ 3,600.00	\$ 3,600.00	1.00		3,600.00
2435-0251300	INTAKE, SW-513	1.00	EACH	\$ 7,000.00	\$ 7,000.00	1.00		7,000.00
2435-0600010	MANHOLE ADJUSTMENT, MINOR	2.00	EACH	\$ 3,300.00	\$ 6,600.00	3.00		9,900.00
2435-0600020	MANHOLE ADJUSTMENT, MAJOR	2.00	EACH	\$ 3,300.00	\$ 6,600.00	2.00		6,600.00
2435-0600120	INTAKE ADJUSTMENT, MAJOR	1.00	EACH	\$ 700.00	\$ 700.00	0.00		-
2502-8212038	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	8,837.80	LF	\$ 17.00	\$ 150,242.60	8,837.80		150,242.60
2502-8215106	SUBDRAIN, CORRUGATED METAL PIPE, 6 IN. DIA.	12.00	LF	\$ 40.00	\$ 480.00	12.00		480.00
2502-8221303	SUBDRAIN OUTLET, DR-303	37.00	EACH	\$ 600.00	\$ 22,200.00	37.00		22,200.00
2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	96.00	LF	\$ 99.00	\$ 9,504.00	4.00		396.00
2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	1,454.00	LF	\$ 113.00	\$ 164,302.00	1,483.00		167,579.00
2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	1,218.00	LF	\$ 124.00	\$ 151,032.00	1,318.00		163,432.00
2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	654.00	LF	\$ 137.00	\$ 89,598.00	630.00		86,310.00
2503-0114230	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	140.00	LF	\$ 163.00	\$ 22,820.00	140.00		22,820.00
2503-0114236	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	144.00	LF	\$ 207.00	\$ 29,808.00	144.00		29,808.00
2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1,431.00	LF	\$ 18.00	\$ 25,758.00	1,431.00		25,758.00
2503-0200341	STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN.	193.00	LF	\$ 18.00	\$ 3,474.00	193.00		3,474.00
2504-0200404	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	120.00	LF	\$ 164.00	\$ 19,680.00	120.00		19,680.00
2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	266.00	LF	\$ 36.00	\$ 9,576.00	65.00		2,340.00
2504-0240146	SANITARY SEWER CLEANOUT	1.00	EACH	\$ 1,500.00	\$ 1,500.00	1.00		1,500.00
2506-4984000	FLOWABLE MORTAR	24.90	CY	\$ 200.00	\$ 4,980.00	0.00		-
2507-3250005	ENGINEERING FABRIC	129.30	SY	\$ 8.00	\$ 1,034.40	129.30		1,034.40
2507-6800061	REVTMENT, CLASS E	112.30	TON	\$ 98.00	\$ 11,005.40	112.30		11,005.40
2510-6745850	REMOVAL OF PAVEMENT	13,986.40	SY	\$ 5.00	\$ 69,932.00	13,986.40		69,932.00
2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	9.00	EACH	\$ 800.00	\$ 7,200.00	9.00		7,200.00
2511-0300000	REMOVAL OF RECREATIONAL TRAIL	843.10	SY	\$ 7.00	\$ 5,901.70	843.10		5,901.70
2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	882.00	SY	\$ 56.00	\$ 49,392.00	944.05		52,866.80
2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	8.30	STA	\$ 635.00	\$ 5,270.50	8.30		5,270.50

2511-6745900	REMOVAL OF SIDEWALK	61.70	SY	\$	11.00	\$	678.70	61.70	678.70
2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	1,870.00	SY	\$	51.00	\$	95,370.00	1,669.69	85,154.19
2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	179.10	SY	\$	56.00	\$	10,029.60	209.22	11,716.32
2511-7528101	DETECTABLE WARNINGS	474.00	SF	\$	66.00	\$	31,284.00	417.00	27,522.00
2512-1725356	CURB AND GUTTER, P.C. CONCRETE, 3.5 FT.	89.70	LF	\$	63.00	\$	5,651.10	40.00	2,520.00
2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	104.70	SY	\$	66.00	\$	6,910.20	103.58	6,836.28
2515-2475008	DRIVEWAY, P.C. CONCRETE, 8 IN.	1,411.30	SY	\$	81.00	\$	114,315.30	1,593.82	129,099.42
2515-6745600	REMOVAL OF PAVED DRIVEWAY	1,349.90	SY	\$	6.00	\$	8,099.40	1,349.90	8,099.40
2520-3350015	FIELD OFFICE	1.00	EACH	\$	20,000.00	\$	20,000.00	0.00	-
2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	26.00	EACH	\$	355.00	\$	9,230.00	29.00	10,295.00
2524-6765110	REMOVAL OF TYPE A SIGN	6.00	EACH	\$	255.00	\$	1,530.00	6.00	1,530.00
2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	145.50	LF	\$	45.00	\$	6,547.50	145.90	6,565.50
2524-9276021	PERFORATED SQUARE STEEL TUBE POST ANCHOR, BREAK-AWAY SOIL INSTALLATION	9.00	EACH	\$	205.00	\$	1,845.00	0.00	-
2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	65.25	SF	\$	45.00	\$	2,936.25	58.30	2,623.50
2526-8285000	CONSTRUCTION SURVEY	1.00	LS	\$	35,500.00	\$	35,500.00	0.00	-
2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	135.48	STA	\$	153.00	\$	20,728.44	166.97	25,546.41
2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	85.25	STA	\$	153.00	\$	13,043.25	0.00	-
2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	27.00	EACH	\$	560.00	\$	15,120.00	27.00	15,120.00
2527-9263180	PAVEMENT MARKINGS REMOVED	12.92	STA	\$	205.00	\$	2,648.60	12.92	2,648.60
2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	135.48	STA	\$	115.00	\$	15,580.20	166.97	19,201.55
2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	27.00	EACH	\$	205.00	\$	5,535.00	27.00	5,535.00
2528-2518000	SAFETY CLOSURE	22.00	EACH	\$	305.00	\$	6,710.00	13.00	3,965.00
2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	687.50	LF	\$	40.00	\$	27,500.00	0.00	-
2528-8445110	TRAFFIC CONTROL	1.00	LS	\$	61,000.00	\$	61,000.00	0.95	57,950.00
2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	60.00	CDAY	\$	76.00	\$	4,560.00	56.00	4,256.00
2533-4980005	MOBILIZATION	1.00	LS	\$	321,175.51	\$	321,175.51	1.00	321,175.51
2551-0000110	TEMP CRASH CUSHION	2.00	EACH	\$	2,550.00	\$	5,100.00	0.00	-
2552-0000210	TRENCH FOUNDATION	200.00	TON	\$	45.00	\$	9,000.00	18.00	810.00
2552-0000220	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200.00	CY	\$	35.00	\$	7,000.00	10.00	350.00
2552-0000300	TRENCH COMPACTION TESTING	1.00	LS	\$	16,000.00	\$	16,000.00	1.00	16,000.00
2554-0112004	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN.	23.00	LF	\$	320.00	\$	7,360.00	0.00	-
2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	285.00	LF	\$	185.00	\$	52,725.00	0.00	-
2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	2,117.00	LB	\$	18.00	\$	38,106.00	0.00	-
2554-0204110	WATER SERVICE STUB, COPPER, 1 IN.	1.00	EACH	\$	1,900.00	\$	1,900.00	1.00	1,900.00
2554-0205710	WATER SERVICE CURB STOP AND BOX, COPPER, 1 IN.	1.00	EACH	\$	800.00	\$	800.00	1.00	800.00
2554-0212040	VALVE BOX ADJUSTMENT, MINOR	13.00	EACH	\$	500.00	\$	6,500.00	13.00	6,500.00
2554-0214000	FIRE HYDRANT ADJUSTMENT	5.00	EACH	\$	5,500.00	\$	27,500.00	5.00	27,500.00
2599-9999005	(EACH ITEM) CLEANOUT (SUBDRAIN)	13.00	EACH	\$	2,200.00	\$	28,600.00	13.00	28,600.00
2599-9999005	(EACH ITEM) CONNECTION TO STORM SEWER PIPE	3.00	EACH	\$	3,000.00	\$	9,000.00	3.00	9,000.00
2599-9999005	(EACH ITEM) GRID TIED MAT GROUND ANCHOR TYPE 1	364.00	EACH	\$	32.00	\$	11,648.00	26.00	832.00
2599-9999005	(EACH ITEM) REMOVE AND REINSTALL GATE	2.00	EACH	\$	2,500.00	\$	5,000.00	2.00	5,000.00
2599-9999005	(EACH ITEM) WATER METER PIT	1.00	EACH	\$	2,300.00	\$	2,300.00	1.00	2,300.00
2599-9999009	(LINEAR FEET ITEM) REMOVAL OF EXISTING WATER MAIN	275.00	LF	\$	25.00	\$	6,875.00	0.00	-
2599-9999010	(LUMP SUM ITEM) CONCRETE WASHOUT	1.00	LS	\$	10,500.00	\$	10,500.00	0.95	9,975.00
2599-9999010	(LUMP SUM ITEM) MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	LS	\$	5,600.00	\$	5,600.00	1.00	5,600.00
2599-9999010	(LUMP SUM ITEM) REMOVE AND REINSTALL MAILBOX CLUSTER	1.00	LS	\$	7,300.00	\$	7,300.00	1.00	7,300.00
2599-9999018	(SQUARE YARDS ITEM) GRID TIED CONCRETE BLOCK MAT, RIVERINE	128.00	SY	\$	119.00	\$	15,232.00	128.01	15,233.19
2599-9999020	(TONS ITEM) REMOVAL OF CLASS E REVETMENT	88.00	TON	\$	26.00	\$	2,288.00	70.00	1,820.00
2601-2634105	MULCHING, BONDED FIBER MATRIX	10.50	ACRE	\$	3,700.00	\$	38,850.00	5.89	21,793.00
2601-2636043	SEEDING AND FERTILIZING (RURAL)	1.50	ACRE	\$	1,000.00	\$	1,500.00	0.00	-
2601-2636044	SEEDING AND FERTILIZING (URBAN)	4.00	ACRE	\$	1,550.00	\$	6,200.00	4.98	7,719.00
2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	340.00	SQ	\$	11.00	\$	3,740.00	442.40	4,866.40
2601-2643110	WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	17.00	MGAL	\$	60.00	\$	1,020.00	0.00	-
2601-2643300	MOBILIZATION FOR WATERING	3.00	EACH	\$	350.00	\$	1,050.00	0.00	-
2602-0000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	450.00	LF	\$	66.00	\$	29,700.00	360.00	23,760.00
2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	10,884.00	LF	\$	3.40	\$	37,005.60	2,435.00	8,279.00
2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	12,858.00	LF	\$	0.25	\$	3,214.50	2,335.00	583.75
2602-0000362	DITCH CHECK SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,974.00	LF	\$	3.40	\$	6,711.60	0.00	-
2602-0000500	OPEN THROAT CURB INTAKE SEDIMENT FILTER EC-602	86.00	LF	\$	18.00	\$	1,548.00	29.00	522.00
2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	8.00	EACH	\$	10.00	\$	80.00	0.00	-
2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	8.00	EACH	\$	10.00	\$	80.00	8.00	80.00
2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	62.00	EACH	\$	189.00	\$	11,718.00	35.00	6,615.00
2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	62.00	EACH	\$	10.00	\$	620.00	26.00	260.00
2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	62.00	EACH	\$	10.00	\$	620.00	20.00	200.00
2602-0010010	MOBILIZATIONS, EROSION CONTROL	1.00	EACH	\$	500.00	\$	500.00	1.00	500.00
2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.00	EACH	\$	1,000.00	\$	1,000.00	0.00	-
2610-0000120	TREES	11.00	EACH	\$	600.00	\$	6,600.00	0.00	-
TOTAL ORIGINAL CONTRACT = \$ 5,098,494.70							\$ 4,583,027.37		
CHANGE ORDER SUMMARY:									
2520-3350015	CHANGE ORDER 02	-1	EA	20,000.00	\$	(20,000.00)		2	-
	FIELD OFFICE								
2526-8285000	CHANGE ORDER 03	-1	EA	35,500.00	\$	(35,500.00)		3	-
	CONSTRUCTION SURVEY								

CHANGE ORDER 04									
2435-0250500	INTAKE, SW-505	-1	EA	6,600.00	\$ (6,600.00)				-
2435-0250610	INTAKE, SW-506, MODIFIED	1	EA	15,800.00	\$ 15,800.00	1	4	\$	15,800.00
				TOTAL:	\$ 9,200.00			\$	15,800.00
CHANGE ORDER 05									
2528-8445110	ADDITIONAL TRAFFIC CONTROL	1	EA	7,095.00	\$ 7,095.00	1	5	\$	7,095.00
2599-9999005	(EACH ITEM) CLEANOUT (SUBDRAIN), TYPE B	-13	EA	2,200.00	\$ (28,600.00)	-13	5	\$	(28,600.00)
2599-9999005	(EACH ITEM) CLEANOUT (SUBDRAIN), TYPE A-1	13	EA	950.00	\$ 12,350.00	13	5	\$	12,350.00
				TOTAL:	\$ (9,155.00)			\$	(9,155.00)
CHANGE ORDER 06									
2507-6800061	REVTMENT, CLASS E	23.82	TON	98.00	\$ 2,334.36	23.82	6	\$	2,334.36
2528-8445110	ADDITIONAL TRAFFIC CONTROL	1	EA	13,145.00	\$ 13,145.00	1	6	\$	13,145.00
2599-9999005	(EACH ITEM) REMOVAL OF RAILROAD FOOTINGS	1	EA	1,305.00	\$ 1,305.00	1	6	\$	1,305.00
2599-9999006	(EACH ITEM) STORM SEWER ADJUSTMENT IN FIELD	1	EA	2,960.00	\$ 2,960.00	1	6	\$	2,960.00
				TOTAL:	\$ 19,744.36			\$	19,744.36
CHANGE ORDER 07									
2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	32.42	SY	92.00	\$ 2,982.64	32.42	7	\$	2,982.64
2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN. DIA	-1	EA	5,400.00	\$ (5,400.00)		7		
2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN. DIA	1	EA	9,100.00	\$ 9,100.00	1	7	\$	9,100.00
2502-8215106	SUBDRAIN, CORRUGATED METAL PIPE, 6 IN. DIA.	16	LF	40.00	\$ 640.00	16	7	\$	640.00
2502-8221303	SUBDRAIN OUTLET, DR-303	22	EA	600.00	\$ 13,200.00	14	7	\$	8,400.00
2503-0114236	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	13	LF	207.00	\$ 2,691.00	13	7	\$	2,691.00
2524-8276010	PERFORATED SQUARE STEEL TUBE POSTS	220	LF	45.00	\$ 9,900.00	66	7	\$	2,970.00
2527-8263180	PAVEMENT MARKINGS REMOVED	0.31	STA	205.00	\$ 63.55	0.31	7	\$	63.55
2554-0112004	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN.	-23	LF	320.00	\$ (7,360.00)		7		
2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	-142	LF	185.00	\$ (26,270.00)		7		
2554-0203000	FITTINGS BY WEIGHT, DUCTILE IRON	-1,058.5	LB	18.00	\$ (19,053.00)		7		
2599-9999005	(EACH ITEM) CLEANOUT (SUBDRAIN), TYPE B	2	EA	2,200.00	\$ 4,400.00	2	7	\$	4,400.00
2599-9999005	(EACH ITEM) CLEANOUT (SUBDRAIN), TYPE A-1	-2	EA	950.00	\$ (1,900.00)		7		
2599-9999009	(LINEAR FEET ITEM) REMOVAL OF EXISTING WATER MAIN	-137.5	LF	25.00	\$ (3,437.50)		7		
2602-0010010	MOBILIZATIONS, EROSION CONTROL	16	EA	500.00	\$ 8,000.00	14	7	\$	7,000.00
2599-9999010	(LUMP SUM ITEM) STORM SEWER MANHOLE, SPECIAL	1	LS	8,400.00	\$ 8,400.00	1	7	\$	8,400.00
				TOTAL:	\$ (4,043.31)			\$	46,647.19
CHANGE ORDER 08									
2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	-1	EA	9,100.00	\$ (9,100.00)		8		
2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN.	1	EA	11,300.00	\$ 11,300.00	1.00	8	\$	11,300.00
				TOTAL:	\$ 2,200.00			\$	11,300.00
CHANGE ORDER 09									
2599-9999010	TEMPORARY DRIVEWAY, SECURED SITE	1	LS	9,500.00	\$ 9,500.00	1.00	9	\$	9,500.00
				TOTAL:	\$ 9,500.00			\$	9,500.00
CHANGE ORDER 10									
2599-9999005	BUSINESS ACCESS SIGN	1	EA	1,182.50	\$ 1,182.50	1.00	10	\$	1,182.50
				TOTAL:	\$ 1,182.50			\$	1,182.50
CHANGE ORDER 11									
2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	41.67	TON	\$ 55.00	\$ 2,291.85	41.67	11	\$	2,291.85
2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	8.25	TON	\$ 80.00	\$ 495.00	8.25	11	\$	495.00
2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	1.00	EACH	\$ 5,400.00	\$ 5,400.00	1.00	11	\$	5,400.00
2510-6745850	REMOVAL OF PAVEMENT	430.80	SY	\$ 5.00	\$ 2,154.00	430.80	11	\$	2,154.00
2511-0300000	REMOVAL OF RECREATIONAL TRAIL	44.44	SY	\$ 7.00	\$ 311.08	44.44	11	\$	311.08
2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	0.44	STA	\$ 635.00	\$ 279.40	0.44	11	\$	279.40
2554-0212040	VALVE BOX ADJUSTMENT, MINOR	1.00	EACH	\$ 500.00	\$ 500.00	1.00	11	\$	500.00
				TOTAL:	\$ 11,431.33			\$	11,431.33
		TOTAL CHANGE ORDERS = \$ (15,440.12)				\$ 106,450.38			
		TOTAL CONTRACT & CHANGE ORDERS \$ 5,083,054.58				\$ 4,689,477.75			



MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: February 3, 2025

Subject: Approval of Payment Application Number 3 in the amount of \$147,524.41 to Kline Electric for the Traffic Signal Improvements at South Buxton Street and West 2nd Avenue.

Introduction: This memorandum seeks City Council approval for Partial Payment Number 3 in the amount of \$147,524.41 for the Traffic Signal Improvements project at the intersection of Buxton Street and 2nd Avenue. This project is a crucial investment in upgrading and modernizing traffic control infrastructure, improving intersection safety, and enhancing connectivity through fiber optic communication.

Background: On May 6, 2024, the City Council awarded a contract to Kline Electric, operating as Heartland Underground Solutions, to complete Traffic Signal Improvements and fiber connectivity at the intersection of Buxton Street and 2nd Avenue. The total contract amount for this project is \$385,454.75, with work commencing on August 5, 2024. The contract specifies a completion period of 60 working days to ensure timely and efficient project execution.

Discussion: Partial Payment Number 3 in the amount of \$147,524.41 accounts for work completed between October and December 2024. During this pay period, significant progress was made, including the construction of signal pedestal pole footings and the installation of fiber optic communication interconnects. Additionally, this payment includes compensation for stockpiled traffic signal equipment, adhering to Iowa DOT specifications that allow for 90% payment of stockpiled materials stored off-site, minus retainage. Traffic signal modifications at the intersection of US 65 and Highway 92 were also successfully completed on January 9, 2025. The remaining traffic signal work at South Buxton Street is anticipated to be completed within the next two months, contingent upon weather conditions. Final site restoration is scheduled for spring 2025 to ensure proper landscaping and aesthetic improvements following construction.

Budget Impact: Construction progress has reached approximately 65% completion when evaluating earned value in relation to the total contract amount. As of this pay period, 51 working days have been used, equating to 85% of the contract's allotted time. The project is funded through the FY2024 and FY2025 Street Capital Project Fund (Fund 323), with \$200,000 of the project costs covered by U-STEP Iowa DOT funding. Sufficient funds are available to cover this pay application without impacting other city initiatives.

Recommendation: Staff recommends approval of Pay Application Number 3 in the amount of \$147,524.41 to ensure continued progress on this critical traffic signal improvement project. Approval of this payment will facilitate timely compensation for completed work, maintain project momentum, and ensure the successful implementation of improved traffic control measures at this key intersection.

Attachments: 1. PartialPaymentApp03_Buxton-West2nd-Signals

January 27, 2025

Akhilesh Pal, PE
Public Works Director
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: Partial Payment Application No. 3
South Buxton Street & West 2nd Avenue Signalization Project

Dear Mr. Pal:

Enclosed please find Application for Partial Payment No. 3 in the amount of \$147,524.41 for work completed in the October through December 2024 pay period. The project commenced on August 5, 2024.

Work for this pay period included constructing signal pedestal pole footings and fiber optic communication interconnect. Partial payment also includes stockpile material of traffic signal equipment. Per Iowa DOT specifications for stockpile/stored materials stored off site, 90% of the stockpiled materials invoice minus retainage can be included for payment. The remaining traffic signal work at S Buxton St. is scheduled to be completed within the next two months weather depending. Traffic signal modifications at US 65 are scheduled to be completed on Thursday, January 9. Site restoration is scheduled for spring 2025.

Approximately 65% of construction is complete when comparing the earned value, the dollar amount of work completed, to the total contract amount. The contract included 60 working days to complete the project. At the end of the pay period, 51 working days, 85.0% of the contract working days, have been used.

Snyder & Associates recommends approval for Application for Partial Payment No. 3 for work completed by Heartland Underground for the October through December 2024 pay period.

Payment values are summarized as follows:

Payment and Completion Summary for November & December 2024	
Item	Amount
Partial Payment Application No. 1	\$38,315.44
Partial Payment Application No. 2	\$125,044.79
Partial Payment Application No. 3	\$147,524.41
Total of All Payments	\$310,884.64
Total Earned	\$253,914.99
5% Retainage	\$16,362.35
Total Contract Price	\$393,004.74
Percent Complete	65%

Please do not hesitate to call or email me should you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.



Justin Jackson, P.E.
Project Manager

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: W. 2nd Avenue and S. Buxton Street Intersection

S&A PROJECT NO.: 122.0741.01

OWNER: City Of Indianola
CONTRACTOR: Kline Electric, Inc. dba Heartland Underground Solutions
ADDRESS: 6355 NE 14th Street
Des Moines, IA 50313
DATE: 1/21/2025

PAYMENT PERIOD: 10/26/2024
to 12/31/2024

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 385,454.75
Net Change by Change Order: \$ 7,549.99
Contract Amount to Date: \$ 393,004.74

CONTRACT PERIOD: TOTAL WORKING DAYS:

Notice to Proceed: August 5, 2024
Number of Contract Working Days: 60.0
Working Days Used: 51.0
Working Days Remaining: 9.0
Percentage of Working Days Remaining: 15.0%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 253,914.99
Total Stockpile Materials: \$ 73,332.00
Less Stockpile Materials:
Retainage: 5% \$ 16,362.35
Total Earned Less Retainage: \$ 310,884.64
Less Previous Applications for Payment: \$ 163,360.23
AMOUNT DUE THIS APPLICATION: \$ 147,524.41

Percentage of Work Remaining: 35.4%

Est 1	\$	38,315.44
Est 2	\$	125,044.79
Est 3		
Est 4		
Est 5		
Total Previous Payments:		\$163,360.23

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done 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 Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Kline Electric, Inc. dba Heartland Underground Solutions
CONTRACTOR

By [Signature] DATE: 01/09/2024

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By [Signature] DATE: 1/27/2025

5. OWNER'S APPROVAL

OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:									
ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK			
		PLAN QTY.	UNIT	UNIT COST	TOTAL	QTY. TO DATE	CO #	COST TOTAL	
	EARTHWORK								
2.1	TOPSOIL, OFF-SITE	23.00	CY	\$ 33.20	\$ 763.60	23.00		\$ 763.60	
2.2	EXCAVATION, CLASS 10	1.00	LS	\$ 1,920.00	\$ 1,920.00	1.00		\$ 1,920.00	
2.3	BELOW GRADE EXCAVATION (CORE OUT)	6.00	CY	\$ 104.00	\$ 624.00	6.00	2	\$ 624.00	
2.4	SUBBASE, MODIFIED	90.00	SY	\$ 14.25	\$ 1,282.50	90.00	2	\$ 1,282.50	
	STREETS AND RELATED WORK								
7.1	CURB AND GUTTER, PCC, 6'	42.00	LF	\$ 53.25	\$ 2,236.50	42.00	1	\$ 2,236.50	
7.2	PCC PAVEMENT SAMPLES AND TESTING	1.00	LS	\$ 2,685.00	\$ 2,685.00	1.00		\$ 2,685.00	
7.3	REMOVAL OF SIDEWALK	54.00	SY	\$ 13.65	\$ 737.10	54.00	2	\$ 737.10	
7.4	REMOVAL OF DRIVEWAY	46.00	SY	\$ 13.65	\$ 627.90	46.00		\$ 627.90	
7.5	REMOVAL OF DRIVEWAY, GRANULAR	10.00	SY	\$ 16.85	\$ 168.50	10.00		\$ 168.50	
7.6	SIDEWALK, PCC, 4"	33.00	SY	\$ 99.25	\$ 3,275.25	33.00	2	\$ 3,275.25	
7.7	SIDEWALK, PCC, 6"	28.00	SY	\$ 133.75	\$ 3,745.00	28.00		\$ 3,745.00	
7.8	DETECTABLE WARNING	40.00	SF	\$ 47.10	\$ 1,884.00	40.00		\$ 1,884.00	
7.9	DRIVEWAY, PAVED, PCC, 7"	6.00	SY	\$ 504.00	\$ 3,024.00	6.00		\$ 3,024.00	
7.10	DRIVEWAY, GRANULAR, 6"	10.00	TON	\$ 66.90	\$ 669.00	10.00		\$ 669.00	
7.11	FULL DEPTH PATCHES, PCC, 8"	76.00	SY	\$ 119.65	\$ 9,093.40	76.00	2	\$ 9,093.40	
7.12	PAVEMENT REMOVAL	85.00	SY	\$ 14.20	\$ 1,207.00	85.00	2	\$ 1,207.00	
	TRAFFIC CONTROL								
8.1	TRAFFIC SIGNAL	1.00	LS	\$ 241,575.00	\$ 241,575.00	0.60		\$ 144,945.00	
8.2	TRAFFIC SIGNAL REMOVAL	1.00	LS	\$ 12,635.00	\$ 12,635.00	0.00		\$ -	
8.3	PAVEMENT MARKINGS, THERMOPLASTIC	4.00	STA	\$ 695.00	\$ 2,780.00	0.00		\$ -	
8.4	PRECUT SYMBOLS AND LEGENDS, THERMOPLASTIC	12.00	EACH	\$ 600.00	\$ 7,200.00	0.00		\$ -	
8.5	PAVEMENT MARKINGS REMOVED	4.00	STA	\$ 235.00	\$ 940.00	0.00		\$ -	
8.6	SYMBOLS AND LEGENDS REMOVED	12.00	EACH	\$ 160.50	\$ 1,926.00	0.00		\$ -	
8.7	GROOVES CUT FOR PAVEMENT MARKINGS	4.00	STA	\$ 267.50	\$ 1,070.00	0.00		\$ -	
8.8	GROOVES CUT FOR SYMBOLS AND LEGENDS	12.00	EACH	\$ 214.00	\$ 2,568.00	0.00		\$ -	
8.9	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 15,155.00	\$ 15,155.00	0.90	1	\$ 13,639.50	
8.10	PORTABLE DYNAMIC MESSAGE SIGN	32.00	CDAY	\$ 155.25	\$ 4,968.00	15.00		\$ 2,328.75	
8.11	FIBER OPTIC COMMUNICATION INTERCONNECT SYSTEM	1.00	LS	\$ 33,174.00	\$ 33,174.00	1.00		\$ 33,174.00	
	SITE WORK AND LANDSCAPING								
9.1	SOD	21.00	SQ	\$ 267.50	\$ 5,617.50	0.00		\$ -	
9.2	FILTER SOCK, 12-INCH	330.00	LF	\$ 3.75	\$ 1,237.50	0.00		\$ -	
9.3	FILTER SOCK, REMOVAL	330.00	LF	\$ 2.20	\$ 726.00	0.00		\$ -	
9.4	EROSION CONTROL MULCHING, HYDROMULCHING	2.00	LS	\$ 1,605.00	\$ 3,210.00	1.00		\$ 1,605.00	
9.5	INLET PROTECTION DEVICE	4.00	EACH	\$ 215.00	\$ 860.00	4.00		\$ 860.00	
	MISCELLANEOUS								
11.1	MOBILIZATION	1.00	LS	\$ 13,500.00	\$ 13,500.00	1.00		\$ 13,500.00	
11.2	CONCRETE WASHOUT	1.00	LS	\$ 2,370.00	\$ 2,370.00	1.00		\$ 2,370.00	
		TOTAL ORIGINAL CONTRACT = \$ 385,454.75				\$ 246,365.00			
CHANGE ORDER SUMMARY:									
	CHANGE ORDER 01								
7.1	CURB AND GUTTER, PCC, 6"	2.00	LF	\$ 53.25	\$ 106.50	2.00	1	\$ 106.50	
8.9	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 748.00	\$ 748.00	1.00	1	\$ 748.00	
				TOTAL:	\$ 854.50			854.50	
	CHANGE ORDER 02								
2.3	BELOW GRADE EXCAVATION (CORE OUT)	-6.00	CY	\$ 104.00	\$ (624.00)	-6.00	2	\$ (624.00)	
2.4	SUBBASE, MODIFIED	29.40	SY	\$ 14.25	\$ 418.95	29.40	2	\$ 418.95	
7.3	REMOVAL OF SIDEWALK	23.40	SY	\$ 13.65	\$ 319.41	23.40	2	\$ 319.41	
7.6	SIDEWALK, PCC, 4"	22.40	SY	\$ 133.75	\$ 2,996.00	22.40	2	\$ 2,996.00	
7.11	FULL DEPTH PATCHES, PCC, 8"	27.40	SY	\$ 119.65	\$ 3,278.41	27.40	2	\$ 3,278.41	
7.12	PAVEMENT REMOVAL	21.60	SY	\$ 14.20	\$ 306.72	21.60	2	\$ 306.72	
				TOTAL:	\$ 6,695.49			6,695.49	
		TOTAL CHANGE ORDERS = \$ 7,549.99				\$ 7,549.99			
		TOTAL CONTRACT & CHANGE ORDERS = \$ 393,004.74				\$ 253,914.99			
STOCKPILED MATERIAL ALLOWANCE:									
8.1	TRAFFIC SIGNAL	1.00	LS	\$ 81,480.00	\$ 81,480.00	0.90		\$ 73,332.00	
		TOTAL STOCKPILED MATERIALS = \$ 81,480.00				\$ 73,332.00			



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Third consideration and adoption of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for The Village Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: 1. The Village URP - Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE VILLAGE URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE VILLAGE URBAN RENEWAL AREA (**THE VILLAGE URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Indianola, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 6th day of January, 2025, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as The Village Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

LOT 1 OF PARCEL "P" AND LOT 2 OF PARCEL "P", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2008 AT PAGE 10102, ALL IN SECTION 24, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA. PARCEL CONTAINING 1,438,143 SQUARE FEET, (33.01 ACRES).

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Indianola, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Indianola, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Indianola, County of Warren, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Indianola, State of Iowa, certifies to the Auditor of Warren County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Indianola, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Indianola, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2025

Read Second Time: _____, 2025

Read Third Time: _____, 2025

PASSED AND APPROVED: _____, 2025.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2025, signed by the Mayor on _____, 2025, and published in the Indianola Record Herald on _____, 2025.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Second consideration of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Emerald Bay Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: 1. Emerald Bay URP - Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE EMERALD BAY URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE EMERALD BAY URBAN RENEWAL AREA (**THE EMERALD BAY URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Indianola, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 21st day of January, 2025, adopted the Emerald Bay Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Emerald Bay Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block B; Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3 and 4 in Block C, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Lots 1, 2, 3, 4, 29, 30, 31 and 32 in Block E, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former 1st Avenue between Lots 9 and 10 in Block B and Lots 1 and 4 in Block C, continuing West and including the former 1st Avenue between Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D and Lots 1, 2, 3, 4 5, 6, 7, 8, 9, 10,

11, 12, 13, 14, 15, and 16 in Block E, Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former South Bank Avenue between Lots 29, 30, 31, and 32 in Block E and Lots 1, 6 and 7 in Block F, all in Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

Former 1st Street between Lots 3 and 4 in Block C and Lot 1 in Block D, and continuing North and including the former 1st Street between Lots 10, 11, 12, 13 and 14 in Block B and Lots 1 and 32 in Block E, and the former 1st Street adjacent to Lot 14, Block B, all in Fairacres Addition, now annexed to the City of Indianola, Warren County, Iowa;

AND

The SE 1/4 of the SE 1/4 EXCEPT the South 400 feet thereof in Section 13, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa;

AND

The full right of way of N Jefferson Way from 750 feet north of its intersection with Trail Ridge Avenue to 750 feet south of such intersection.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Indianola, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Indianola, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Indianola, County of Warren, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1

of the calendar year preceding the first calendar year in which the City of Indianola, State of Iowa, certifies to the Auditor of Warren County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Indianola, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Indianola, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2025

Read Second Time: _____, 2025

Read Third Time: _____, 2025

PASSED AND APPROVED: _____, 2025.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2025, signed by the Mayor on _____, 2025, and published in the Indianola Record Herald on _____, 2025.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Courtney Silliman, Human Resources and Risk Management Director
Date: February 3, 2025
Subject: Resolution approving the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238, and Police Unit.

Introduction:

Background: The parties agree to a five-year contract effective July 1, 2025

Discussion: 1. Article 4 – Shift Differential – hourly shift pay increases from \$.25 to \$.35

2. Article 8 – Wellness – Adding Mental Health Checks – annual mental health checks paid for by the employer and scheduled during work hours

3. Article 10 – Holidays – Adding Veterans' Day to the list of holidays

4. Article 11 & Appendix B – Insurance – HSA payments of \$100 per pay period to be paid over twenty-six (26) pay periods per fiscal year. Also, the City will continue dollar for dollar match program.

5. Article 13 – Training – Adding clarification language that if training ends early, the employee must submit personal leave for the difference between the end of training and the end of their shift.

6. Article 17 & Appendix A – across the board wages of:

July 1, 2025 – 6.0%;

July 1, 2026 – 4.5%; and

July 1, 2027 – 4.5%.

July 1, 2028 – parties will meet to negotiate ATB wage increases and health insurance for both years four & five.

7. Article 21 – Duration of Agreement – a five–year contract from July 1, 2025, through June 30, 2030.

Budget Impact:

Recommendation: Roll Call is in order.

Attachments: 1. Resolution approving TA Police Teamsters Contract_02.03.25
2. 25.07-30.06 Teamsters PD Contract Tentative Agreement

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE TENTATIVE LABOR AGREEMENT BETWEEN THE
CITY OF INDIANOLA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 238 AND POLICE UNIT**

WHEREAS, the City Council of the City of Indianola has considered the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and the Police Unit; and

WHEREAS, said attached agreement is in compliance with the provisions authorized by the City Council of the City of Indianola; and

WHEREAS, the membership of the International Brotherhood of Teamsters, Local Union 238 and the Police Unit have concurred with the proposal; and

WHEREAS, the tentative agreement has been approved by said memberships.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that this agreement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or Interim City Manager are hereby authorized and directed to execute the agreement.

PASSED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk

AGREEMENT
BETWEEN THE
CITY OF INDIANOLA, IOWA
AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 238

July 1, 2025
to
June 30, 2030

TABLE OF CONTENTS

AGREEMENT	3
RECOGNITION	3
MANAGEMENT RIGHTS	3
UNION REPRESENTATION.....	3
HOURS OF WORK AND OVERTIME.....	4
Shift Differential.....	4
Overtime.....	4
Compensatory Time	4
Court Time	5
Call Back, Call In	5
Attendance at Meetings	5
SETTLEMENT OF DISPUTES	5
VACATION	7
Accrual	7
Usage	7
Personal Time.....	7
LEAVES OF ABSENCE	8
Sick Leave	8
Military Leave.....	9
Jury Duty Leave	9
Unpaid Leave of Absence.....	10
WELLNESS.....	10
SENIORITY	10
Reduction in Force	11
HOLIDAYS	12
INSURANCE	12
Health and Prescription Drug Insurance	12
Dental	12
Vision	13
WORK RULES.....	13
TRAINING	13
HEALTH AND SAFETY MATTERS.....	13
NON-DISCRIMINATION.....	14
NO STRIKE – NO LOCKOUT	14
WAGES	14
SUPPLEMENTAL PAY.....	14
Clothing Allowance	14
Field Training Officers	15
TRANSFER PROCEDURES.....	15
Reclassification.....	15
PERSONNEL FILES.....	15
DURATION OF AGREEMENT	15
SAVINGS	15

AGREEMENT

This Agreement entered into by the City of Indianola, Iowa, hereinafter referred to as the "Employer or City" and International Brotherhood of Teamsters, Local Union 238, hereinafter referred to as the "Organization".

ARTICLE 1 **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification Case # 102360 of said "Teamsters Local 238", the employer does hereby recognize the Organization during the term of this agreement for all employees of the City included in the "Police Bargaining Unit" consisting of the following classifications: "All police officers of the Indianola Police Department."

ARTICLE 2 **MANAGEMENT RIGHTS**

Except as specifically modified and limited by this Agreement, the employer shall retain whatever rights, powers and authority necessary for it to operate and direct the affairs of the City and the police department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and numbers of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and/or services should be purchased; to hire, promote, demote, transfer, discipline or discharge, to establish and enforce reasonable work rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine what work or services shall be contracted out or performed by the unit employees; and to initiate, prepare, certify and administer its budget.

ARTICLE 3 **UNION REPRESENTATION**

The Organization may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The names of such committee members shall be transmitted in writing to the Police Chief. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. Normally, Organization business will not be conducted on City time, however, when the nature of the grievance requires immediate action, i.e. irreparable harm to an employee, a committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

Whenever a committee person enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem. Any such investigations shall be accomplished in such a manner as to avoid interference with the Department operations and the performance of any employee's job duties. The Organization agrees that there shall be no solicitation for membership, collection of union fees, fines or assessments, meetings or other union activities on City time.

The Organization will take all reasonable measures to assure that such representatives are knowledgeable of their respective responsibilities.

Employees shall be allowed to review any complaints filed against them prior to submitting to any investigative interview. Employees shall be entitled to Union representation during any investigation, debriefing or interview resulting from a formal complaint which would likely result in any type of formal or informal disciplinary action. The City shall notify the employee(s) of the results of the complaint or investigation.

ARTICLE 4 **HOURS OF WORK AND OVERTIME**

The police officer's normal workday shall consist of between eight (8) to twelve (12) hours of work and shall include a thirty (30) minute paid lunch period. This will average forty (40) hours weekly during an eighteen (18) week cycle.

While on special assignment officers may be assigned to a work week consisting of five (5) consecutive eight (8) hour days which include a 30-minute paid lunch hour followed by two days off.

Since the police department must normally operate seven (7) days per week, employees may have regularly scheduled workdays on any day of the week.

Specific work schedules, including hours and days, will be issued by the police chief at least two (2) weeks in advance. Such schedules shall normally be followed, however, the chief or his designee may make necessary changes to meet the needs of the department. The City agrees not to change the current schedule without first providing seventy-two hours' notice to the union.

Shift Differential

Employees who work mid-shift and nightshift shall be eligible to receive a shift differential of **\$0.35** per hour for all regular hours worked.

Overtime

The Fair Labor Standards Act (FLSA) was created to establish a minimum wage, limit the number of hours that may be worked in a standard work week at the regular base wage, and provide specific requirements for determining whether a job is eligible for exemption from the overtime provisions of the act. Human Resources determines whether a position is exempt (salaried) or non-exempt (hourly) by interpreting and applying the provisions of the act.

All employees will be paid overtime in accordance with the FLSA.

Supervisors must give prior approval for all overtime worked. During busy periods or due to the requirements of the job, employees may be required to work extended hours.

All paid leave shall count as hours worked in meeting the 40-hour requirement for overtime pay.

Compensatory Time

All non-exempt employees whose total work and/or leave hours exceed forty (40) hours in a standard work week are eligible for overtime or compensatory time. Compensatory time is calculated at a rate of one and one-half (1 ½) hours for each one (1) hour worked more than forty (40) hours in a regular work week. A maximum of 80 hours will be allowed to accumulate.

The Police Chief or designee shall authorize compensatory time for an eligible employee. Should an employee accumulate more than 80 hours, the employee may be required by the Police Chief or designee to schedule and take time off.

Compensatory time shall count as time worked in meeting the 40-hour requirement for overtime pay.

Upon resignation, termination, change to a non-leave earning position or transfer to an IMU position, compensatory time will be paid out as a lump sum payment.

Court Time

When a Police Officer is required, during off duty time, to appear in court as a witness in a criminal case, arising directly from the officer's employment, such "court time" shall be considered "overtime". Such time shall be compensated at overtime rates on an hour for hour basis. However, the officer shall be paid a minimum of two hours overtime payment for such appearances and on instances when the appearance is canceled by the court with less than two (2) hours' notice.

An officer's absence from court without a reasonable excuse shall be proper cause for disciplinary action.

Call Back, Call In

Any Officer who is required to limit their personal time by being placed on "call" or "standby" shall be compensated at the following rate: one (1) hour per day of straight time that they are required to be on call or standby. This shall not be construed to be paid for overtime, or to allow to be totaled in the weekly hours in excess of forty (40) hours. If the Officer is called in to work, they shall be paid a minimum of two (2) hours pay at the appropriate rate of pay, which shall include overtime if applicable. An Officer called in shall receive pay for work only in lieu of call-in or standby pay.

For those seven-day periods which include the recognized holiday, as opposed to the observed, employees on call will receive one (1) additional hour of straight time pay.

Attendance at Meetings

Any employee whose presence is required at a meeting of the City Council or any board, commission, or committee of the city which occurs outside of regular working hours, shall be reimbursed a minimum of two hours of work, for time spent at such meeting/s at a rate equal to one and one-half of their regular hourly rate, unless the employee's presence is for the purpose of receiving a recognition award. In such instance, no additional compensation will be earned.

ARTICLE 5 **SETTLEMENT OF DISPUTES**

A "grievance" is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employee(s) involved in the Union. For the purposes of the Article, the word(s) Employee(s)/grievant(s) shall also mean and include the Union/Employee Organization. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented by an employee. Grievances must be presented at the first step of the procedure within seven (7) calendar days of the incident giving rise to the complaint.

STEP 1

The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within seven (7) calendar days.

STEP 2

If the matter has not been resolved, the employee shall then, within five (5) working days of receipt of the Step 1 answer, present the written grievance to his/her Lieutenant who shall respond within fourteen (14) calendar days.

STEP 3

If the matter has not been resolved, the employee shall then, within ten (10) working days of receipt of the Step 2 answer, present the written grievance to the Police Captain, who shall respond within fourteen (14) calendar days.

STEP 4

If the matter has not been resolved the employee shall then, within ten (10) working days of receipt of the Step 3 answer, present the written grievance to the Human Resource Director and Police Chief, who will respond within thirty (30) calendar days.

STEP 5

If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step 4, or if no decision has been timely made, said grievance may with the approval of the employee organization be submitted to arbitration by submitting written notice to the Human Resources Director. Such notice shall specify the section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected, whose decision shall be final and binding upon the parties.

Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Human Resources Director, the parties shall establish a date for the arbitration hearing.

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Indianola, Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the Organization. However, each party shall be responsible for compensating their own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure. When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this article may be extended by mutual agreement.

ARTICLE 6
VACATION

All regular full-time employees shall earn vacation on a pay period basis at the following rates which reflect longevity in City service.

Accrual

Full time and permanent part time employees are eligible for vacation leave. The vacation leave year begins with the first day of the first complete bi-weekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year. Vacation leave shall be accrued as follows:

Full Time Employees

Length of Service	Biweekly Accrual
Less than 2 years	3.08 hours
2 years, less than 8 years	4 hours
8 years, less than 14 years	5 hours
14 years, less than 20 years	6.15 hours
20 years or more	7.69 hours

Usage

The Chief of Police or his designee is responsible for proper planning and scheduling of vacation for all employees within their respective departments. Advanced planning permits adherence to work schedules and reduces the possibility of employees losing vacation at the end of the year.

The Chief of Police or designee is authorized to approve vacation leave within their respective departments. It should be approved in advance except in an emergency. All requests and approval must be in writing.

Vacation leave will be charged in quarter (1/4) hour increments. Employees must use vacation leave when taking time off if they have vacation time available to them.

Vacation accruals will continue when an employee is on an approved leave of absence with pay. Employees on an unpaid leave of absence will not receive any vacation accrual.

Sick leave may be substituted for vacation leave if an employee becomes ill and hospitalized while on vacation leave. Substitution is permitted for the period of illness only; proof of hospitalization is required.

Employees can rollover up to 167.69 hours of unused vacation to the new leave year; any excess will be forfeited. The last pay period to use vacation time before it is forfeited is the pay period including December 31st of that leave year. During that same pay period, all leave more than 167.69 hours is forfeited.

Upon resignation, termination or change to a non-leave earning position, the employees vacation leave balance (accrued and not used) will be paid out to the employee by a lump sum payment provided in the case of a resignation, the employee has given the City a two (2) week notice.

Personal Time

Full time employees receive personal time to use throughout the year.

Personal time shall be accrued as follows.

Status of Employee	Accrual Per Year
Full Time Police Officers	20 hrs (based on 10hr shifts); subject to change based on current work shift.

New hires will receive a prorated amount of personal time dependent on their start date.

Month Employment Starts	Eligible Amount
January 1 – March 31	100%
April 1 – June 30	75%
July 1 – September 30	50%
October 1 – December 31	25%

Personal time will be charged in quarter (1/4) hour increments.

Personal time does not rollover from year to year; all unused time at the end of the benefit year will be forfeited.

Upon resignation, termination or change to a non-leave earning position, the employees personal time balance will be paid out to the employee by a lump sum payment provided in the case of a resignation, the employee has given the City a two (2) week notice.

ARTICLE 7 **LEAVES OF ABSENCE**

Sick Leave

All regular full time and permanent part time employees scheduled and averaging thirty (30) hours or more per week earn sick leave. Available sick leave shall be requested by the employee and granted by the Police Chief, or designee, in writing. Employees may request leave for their own personal illness, pregnancy, childbirth, or related medical conditions; personal injury; examinations and consultations with physicians and other health care providers licensed by the State of Iowa, including the City of Indianola's Employee Assistance Program; or as provided under any other City policy.

Employees may also use sick leave to care for an immediate family member. Immediate family member includes spouse, child or parent.

Sick leave shall be accrued as follows:

Status of Employee	Accrual Per Pay Period
Full Time	3.7 hrs

The sick leave plan year begins with the first day of the first complete biweekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year.

Sick leave will be charged in quarter (1/4) hour increments.

Employees must use sick leave when taking time off if they have sick time available to them. Employees may use sick time to supplement the difference in pay when on short-term disability or receiving workers compensation pay.

Sick accruals will continue when an employee is on an approved leave of absence with pay. Employees on an unpaid leave of absence will not receive any sick accrual.

Employees can rollover up to 760 hours of unused sick leave to the new leave year. All leave more than 760 hours is forfeited. However, a one-time payout of 50% of accrued sick leave after retiring from employment after reaching 22 years of service and 55 years old.

Upon resignation, termination or change to a non-leave earning position, the employee will forfeit any accrued but unused sick leave.

Upon death, an employee's designated beneficiary will receive a payment equal to any accrued but unused vacation, compensatory time, and personal leave time.

In cases where the employee's sick leave usage record indicates possible abuse, the City has the right to verify the reported illness of any employee and may require a doctor's note for absence due to illness. The Police Chief in consultation with the Human Resources Director is responsible for establishing such controls as are necessary to prevent abuse of sick leave privileges. Abuse of sick leave shall be proper cause for disciplinary action, up to and including termination of employment.

Military Leave

The City will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Iowa Code Section 29A.28.

Employees who are members of a reserve force of the United States or of the state of Iowa shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or the state of Iowa. This leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty (30) calendar days per year.

Any employee who enters active service in the Armed Forces of the United States while in the service of the City of Indianola, will be granted an unpaid leave of absence for the period of military service.

Employees must provide a copy of their orders to their Police Chief at least ten (10) working days prior to reporting for duty.

Jury Duty Leave

Employees who are called for jury duty are entitled to take time off, as necessary, to fulfill jury obligations. Employee's will receive regular pay for this time off. Employees will not face discipline or retaliation for jury service in accordance with the Code of Iowa 607A.45.

Employees must immediately inform and submit a copy of the summons to their immediate Supervisor. If chosen to sit on a jury, the employee must inform his or her supervisor how long the trial is expected to last. Employees must also check in with their supervisor periodically during their jury service, so the City knows when to expect the employee to return to work.

On any day when jury service ends before the end of the employee's usual workday, the employee must check in with his or her supervisor to find out whether the employee needs to return to work for that day.

This policy does not apply to legal actions to which the employee is named as a party (either plaintiff/petitioner or defendant/respondent or must appear as a witness) unless the employee was named as a party or must be a witness in his/her official capacity as an employee of the City. Employees with personal court matters shall not be entitled to a court leave with pay but may use accrued leave time to offset lost work time.

While on paid jury leave, the City will continue the employee's regular salary, but the employee must turn in any compensation received for such duty, except for mileage, parking, food or lodging.

Unpaid Leave of Absence

The City of Indianola understands that there are times an employee may need additional time off for personal reasons. If an employee has exhausted all applicable sick leave, vacation, personal, compensatory time and FMLA leave, if eligible, an employee may request an unpaid leave of absence for up to thirty (30) days. An employee requesting an unpaid leave should fill out the unpaid leave form, stating the reason for the leave and include dates of expected absence. Approval of unpaid leave is at the discretion of the Police Chief and Human Resources

Employees who are not eligible for leave under the city's sick leave or Family and Medical Leave Act policies may apply for an unpaid leave under this section for purposes of pregnancy or a related condition as provided in Iowa Code Section 216.6(2)(e). Medical certification stating that the employee is not able to perform the duties of employment may be required by the City.

During an unpaid leave granted under this section, employees do not receive compensation, do not accrue length of service, vacation or sick leave, and are not eligible for paid holidays. The City does not make contributions to retirement programs for the duration of the leave. Employees may continue in the group health program during an unpaid leave under this section by paying the full cost of the premium by the first of the month for the following month's coverage. Failure to pay the premium on time will result in termination of coverage.

If an employee plans to return to work following an unpaid leave taken under this section, the employee must notify his/her Police Chief before the end of the leave. The City will attempt to restore the employee to the position the employee held at the start of the leave, or in a comparable position, if possible. If no such position is available, the employee's employment will be terminated.

ARTICLE 8 **WELLNESS**

The well-being of our employees is extremely important to the City of Indianola. To assist employees in taking care of their health, the City of Indianola has a wellness program tied to their health plan. Each calendar year, employees and spouses that are enrolled in the City's health insurance plan must have a physical/biometric screening completed, one (1) dental exam and one (1) vision exam. Employees and spouses that complete these three (3) requirements, will receive a preferred health insurance premium rate.

All employees shall attend annual mental health checks, which will be scheduled during work hours and paid for by the City.

ARTICLE 9 **SENIORITY**

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

Seniority shall be considered for shift selection and on-duty time slots. All members of the bargaining unit assigned to the Patrol Division shall have the opportunity of making shift bid thirty (30) days prior to the start of the calendar year. Bidding shall be done based on seniority for the following shifts and days off rotation:

1 st Shift	Day shift
2 nd Shift	Mid shift
3 rd Shift	Night shift

If vacancies occur during the calendar year, employees interested in using their seniority to transfer to a different shift must submit their request to the Chief of Police in writing. Officers will not be permanently re-assigned, contrary to their selected shift bid, unless circumstances require based upon quantifiable needs of the department such as appointments to specialized positions. The department reserves the right to assign officers to other shifts regardless of seniority to ensure operational efficiency.

All new employees shall serve a probationary period not to exceed nine (9) months after graduation from the Iowa Law Enforcement Academy. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged unless reinstated through the grievance process.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) An employee absent from work one (1) day without justifiable cause or notice to the Employer.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to Employer records. Extension of this time may be granted at the discretion of the Employer.
- (h) An employee is absent from work for any reason, except an on-the-job injury, for over one (1) year or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.
- (j) In the event an employee is promoted or transferred out of the bargaining unit and such employee returns to the bargaining unit, the seniority date shall be the original date of hire less time served in the non-bargaining unit position; however, there shall be no loss of seniority for an employee who returns to the bargaining unit during the twelve (12) month probationary period after a promotion or transfer.

Reduction in Force

Whenever it becomes necessary for police officers to be laid off because of lack of work, lack of funds or reorganization, the officer with the least amount of continuous unbroken service as a full-time employee of the police department, shall be laid-off first and if subsequent lay-offs are made, this order shall be followed.

If the work force in the police department is later increased or an existing position is to be filled, the position shall be, first, offered to a laid-off employee in that same classification in reverse order. The employee shall be notified, in writing, by ordinary mail, of the opening. If the laid-off employee desires this position, he shall notify the Employer, in writing, within seven (7) days. It shall be the obligation of a laid-off employee to notify the City of his or her current address and to maintain the qualifications necessary for the position.

This right of recall shall be effective for two (2) years. The union shall review and agree to the date each member of the bargaining unit was initially employed and the amount of continuous service. The same procedures shall be followed for other employees within the bargaining unit. There will be no reduction of the full-time work force until all officers in all classifications outside of full-time are laid off.

ARTICLE 10

HOLIDAYS

The following shall be recognized and observed as paid holidays by regular full time and permanent part time employees:

New Year's Day – January 1
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Veterans Day – November 11
Thanksgiving Day – Fourth Thursday in November
Day after Thanksgiving – Fourth Friday in November
Christmas Eve Day – December 24
Christmas Day – December 25

Holidays shall count as hours worked in meeting the forty (40) hour requirement for overtime pay.

If the employee is scheduled to work, and actually works, the employee receives double time plus holiday pay at the current hourly schedule, whether it is an 8, 8.5, 9, 10 or 12 hour shift. If the employee is not scheduled to work the holiday, the employee will receive holiday paid straight time at whatever hour schedule they are currently at, whether it is an 8, 8.5, 9, 10 or 12 hour shift.

For those seven-day periods which include the recognized holiday, as opposed to the observed, employees on call will receive one (1) additional hour of straight time pay.

School Resource Officer (SRO) - Vacation time in excess of five (5) consecutive days must be taken during school vacation or holiday breaks. Vacation time or compensatory time less than five consecutive days may be taken during the school year with the approval of the SRO supervisor.

ARTICLE 11

INSURANCE

The Union shall appoint a Union Steward to attend any City engagement meetings concerning insurance.

Health and Prescription Drug Insurance

The City shall provide all full-time employees a high deductible health plan with a Health Savings Account (HSA). Employees are eligible for benefits the first of the month following their hire date.

The health insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, Finance Director and Human Resources Director, in consultation with the City's health insurance broker, will set the premiums for the health insurance plan. Employees contribute to a portion of these premiums; these premiums are determined on an annual basis.

See Appendix B for additional information.

Dental

The City shall provide dental insurance to all full-time employees.

The dental insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, Finance Director and Human Resources Director, in consultation with the City's health insurance broker, will set the premiums for the dental insurance plan. Employees contribute to a portion of these premiums; these premiums are determined on an annual basis.

Vision

The City shall provide vision insurance to all full-time employees.

The health insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, Finance Director and Human Resources Director, in consultation with the City's health insurance broker, will set the premiums for the health insurance plan. Employees contribute to a portion of these premiums; these premiums are determined on an annual basis.

ARTICLE 12 **WORK RULES**

The Employer may from time to time adopt new, and/or publish changes in existing, department work rules and regulations. All employees shall comply with all such work rules and regulations. The Organization will be provided a complete and current copy of all written rules affecting employees covered by this Agreement. Except in emergency situations, such new rules will be published and posted at least five (5) calendar days prior to becoming effective. Any unresolved complaint as to the reasonableness of new work rules shall be resolved through the grievance procedure.

ARTICLE 13 **TRAINING**

The Employer shall make available to officers appropriate training opportunities on an annual basis which shall satisfy the minimum training requirements set forth by the Iowa Law Enforcement Academy. Such training will be conducted at the Employer's expense and during hours which officers are appropriately compensated for.

If training ends early, the employee must use accrued leave time (personal, vacation, or comp) for the difference between the end of training and the end of their scheduled shift.

ARTICLE 14 **HEALTH AND SAFETY MATTERS**

Employees shall observe and follow all regulations established by the Employer for the protection of life, health and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with those provisions will result in nonpayment of related medical services from the Employer.

ARTICLE 15
NON-DISCRIMINATION

In accordance with applicable law the Organization and the Employer agree not to discriminate against any employee on the basis of race, creed, color, religion, disability, union affiliation, national origin, age or sex.

ARTICLE 16
NO STRIKE – NO LOCKOUT

Neither the Organization, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any employee who violates any provision(s) of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any “lock-out” activity of the employees in this unit.

ARTICLE 17
WAGES

The salary table shown in Appendix A sets forth the wage increases during the first three (3) years of this Agreement. If non-union employees receive an across the board increase greater than three percent (3%), then the Union will receive the greater across the board increase. The wage and health insurance increases for years four (4) and five (5) of this Agreement will be negotiated prior to March 31, 2028.

All pay rate changes will take effect at the beginning of the pay period following the change.

The City agrees to provide all permanent full-time employees longevity pay. The salary table shown below represents the annual pay that employees shall receive for continuous years of service.

YEARS	ANNUAL PAY	HOURLY PAY
0-4	\$0	0
5-9	\$250	12.0 c/hour
10-14	\$300	14.4 c/hour
15-19	\$350	16.8 c/hour
20+	\$400	19.2 c/hour

Longevity pay shall be paid on a per hour basis to be included with regular hourly salary to be paid the pay period following the employee’s anniversary date.

ARTICLE 18
SUPPLEMENTAL PAY

Clothing Allowance

Each employee covered under this contract, shall receive eight hundred dollars (\$800) for work-related items such as boots and clothing. Employees will receive this payment in the first paycheck following July 1.

Education Allowance

Union employees are entitled to tuition reimbursement in accordance with City Policy 6.10 in the amount of \$1,200 per year and \$4,800 lifetime maximum.

Field Training Officers

Employees serving as field training officers shall receive one hour of compensation at the employee's regular rate of pay for each day a daily observation report is completed by the field training officer for the new employee.

ARTICLE 19 **TRANSFER PROCEDURES**

Except where limited by statute, a voluntary or involuntary transfer may be made to a vacant position in the same classification.

A transferred employee's salary shall be adjusted based on the range of the new position and will be determined based on reviewing the employee's qualifications and other like employee's salaries in that same position.

Reclassification

An employee whose position has been reclassified to a classification with a higher maximum salary shall receive at least the minimum salary of the higher salary range or the salary received prior to the reclassification, whichever is higher.

ARTICLE 20 **PERSONNEL FILES**

Individual employees shall receive signed and dated copies of each disciplinary action form placed in their personnel file. The employee may also be required to sign such items indicating knowledge of their existence and not necessarily concurrence.

Copies of formal grievances filed under the provisions of Article 5 of this Agreement shall not be made a part of the employee's personnel file.

ARTICLE 21 **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2025, through June 30, 2030.

ARTICLE 22 **SAVINGS**

If any provision of this Agreement is adjudged by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable law, such adjudication shall not affect the validity of this agreement as a whole or any section, provision or part thereof not adjudicated unlawful or unenforceable.

SIGNATURE PAGE

City of Indianola, Iowa

International Brotherhood of Teamsters, Local Union 238
Committee Members

Interim City Manager

Union Steward

Business Agent

APPENDIX A
WAGES

Effective July 1, **2025**
Public Safety Pay
Scales

6.00%

Police
Officer/Detective

Hire	1	2	3	4	5
73,378.13	77,239.48	81,249.26	85,583.76	90,087.52	94,829.91
35.278	37.134	39.062	41.146	43.311	45.591

Step increase with each anniversary.

Effective July 1, **2026**
Public Safety Pay
Scales

4.50%

Police
Officer/Detective

Hire	1	2	3	4	5
76,680.14	80,715.25	84,905.48	89,435.03	94,141.45	99,097.26
36.865	38.805	40.820	42.998	45.260	47.643

Step increase with each anniversary.

Effective July 1, **2027**
Public Safety Pay
Scales

4.50%

Police
Officer/Detective

Hire	1	2	3	4	5
80,130.75	84,347.44	88,726.23	93,459.60	98,377.82	103,556.64
38.524	40.552	42.657	44.933	47.297	49.787

Step increase with each anniversary.

APPENDIX B
Health and Prescription Drug Insurance

Benefit Plan Year 7/1/2025		
Qualified High Deductible Health Plan w/ HSA		
Medical	In-Network	Out-of-Network
Single Deductible	2800 -3200	2850 -3250
EE Spouse, Child(ren), Family Deductible	5400 -6000	5700 -6300
Coinsurance	100%	80%
Single Out of Pocket (OOP)	2800 -3200	3350 3550
Family Out of Pocket (OOP)	5400 -6000	6700 -7700
Coinsurance - after deductible	100% plan	80% plan
Office Visit - PCP		
Office Visit - Specialist		
Urgent Care		
Hospital Inpatient & Outpatient		
Emergency Room Services		
Imaging (CT/PET scans, MRI, etc)		
Diagnostic Testing (x-ray, blood work, etc)		
Pregnancy-prenatal, postnatal, delivery & all inpatient services		
Substance Abuse Outpatient & Inpatient Services		
Mental/Behavioral Health Services		
Pharmacy		
Preventive Care/Screenings/Immunization - deductible waived in-network only	100% plan/0% member	80% plan/20% member

Coverage Tier	Per Pay Amount as of July 1, 2025	
Employee Only	\$42.13	Employee portion is
Employee + Spouse	\$78.27	12% of total premium.
Employee + Children	\$69.93	
Family	\$114.71	

In the event the total cost of the health insurance premiums increases by ten percent (10%) or more, the City has the ability to increase the employee's insurance contribution by no more than five percent (5%).

Health Savings Account

City will fund employee HSA accounts with \$100 per payroll over twenty-six (26) pay periods per fiscal year. City will match employee contributions up to \$26.92 per pay period and \$76.92 for all other tiers. Employees must be enrolled in the City's health insurance to receive the funding and match.

~~The \$1,200 will be prorated for new hires based on their hire date. If hired between: —~~

- ~~▪ January through March new employees will receive 100% of the \$1200.~~
- ~~▪ April through June new employees will receive 75% of the \$1200.~~
- ~~▪ July through September new employees will receive 50% of the \$1200.~~
- ~~▪ October through December new employees will receive 25% of the \$1200.~~



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Resolution appointing representatives to the Mid-Iowa Planning Alliance for Community Development (MIPA).

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- MIPA

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPOINTING REPRESENTATIVES TO THE MID-IOWA PLANNING
ALLIANCE FOR COMMUNITY DEVELOPMENT (MIPA)**

WHEREAS, the Mid-Iowa Planning Alliance for Community Development is established under Chapter 504 of the Code of Iowa; and

WHEREAS, the City of Indianola joined the Mid-Iowa Planning Alliance for Community Development in 2022 and participates in its area-wide plans and programs; and

WHEREAS, the Mid-Iowa Planning annually requests its members to appoint or reappoint representatives from their community or organization on the MIPA Board of Directors; and

WHEREAS, the City of Indianola, through MIPA's by-laws, is entitled to one primary representative and to one alternate representative to the MIPA Board of Directors.

NOW THEREFORE BE IT RESOLVED by the Indianola City Council that the City of Indianola desires to participate in 2025 planning and economic development programs of the Mid-Iowa Planning Alliance for Community Development and hereby appoints Wade Wagoner as the primary representative and Bill Mettee as the alternate representative to the MIPA Board of Directors.

PASSED AND APPROVED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Aaron Hurt, Fire Chief
Date: February 3, 2025
Subject: Resolution approving a new step on the compensation table for non-paramedic certified employees in the Fire Department.

Introduction: Council's consideration authorizing the creation of a new step within Grade 5 to be designated as Grade 5 Step A0, for non-paramedic certified full-time employees (FTEs). This step will differentiate compensation between FTEs who possess a valid paramedic certification at the time of employment and those who do not.

Background: Paramedic certification is a required qualification for the full-time position within the department and reflects a significant level of training, skill, and responsibility above FTE's hired without. Currently, there is no clear differentiation in compensation for FTEs based on paramedic certification status. Differentiating pay will:

- Acknowledge Advanced Skills: Recognize employees who bring a paramedic certification to the department upon hire.
- Improved Personnel Costs: Optimize the city's labor rate by aligning compensation with employee qualifications, which can lead to improved budget efficiency and resource allocation.

Discussion:

- Grade 5 Step A0: This step would apply to full-time employees who do not hold a valid paramedic certification at the time of hire.
- Certification Adjustment: Once the FTE successfully obtains paramedic certification and it is recognized by the State of Iowa, they will move to the paramedic-certified step as determined by department policy.

Budget Impact:

Recommendation: I respectfully request that the City Council authorize the creation of step 5A0 at \$64,050.00, currently five percent less than the minimum step of a state certified paramedic FTE Grade 5A for non-paramedic FTEs. Additionally, to approve the proposed structure to allow employees to move up to the paramedic-certified pay scale, Grade 5 step A upon successful completion and state recognition of their certification.

Attachments: 1. Res 2025-Approving a new step on the compensation table for non-paramedic certified employees in the fire department.

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING A NEW STEP ON THE COMPENSATION TABLE FOR
NON-PARAMEDIC CERTIFIED EMPLOYEES IN THE FIRE DEPARTMENT**

WHEREAS, the City of Indianola hires non-paramedic certified full-time employees in the Fire Department; and

WHEREAS, said employees must obtain their Paramedic Certification as a condition of employment; and

WHEREAS, the current compensation scale does not have a step for non-paramedic certified full-time employees; and

WHEREAS, creating a new step of 5-A0 in the amount of \$64,050.00 for Full-Time employees who do not hold a valid Paramedic Certification at the time of hire is necessary; and

WHEREAS, implementing the new pay step will acknowledge advanced skills for employees obtaining their Paramedic certification.

NOW THEREFORE BE IT RESOLVED by the Indianola City Council that the Grade 5 Step A0 is hereby approved and staff is directed to implement this into the Compensation Table.

PASSED AND APPROVED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: February 3, 2025
Subject: Resolution approving development agreements for South K Street.

Recommendation: Roll call is in order.

Attachments:

1. Res 2025- Resolution approving development agreements for South K Street
2. 2025 Barbara J. Yearous Rev. Trust Development Agreement (1)
3. 2025 Derek Gruis-Hannah Myers Development Agreement
4. 2025 James Berkley & Lynn Berkley Development Agreement
5. 2025 Jeanna Nixt & Patrick Sullivan Development Agreement

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING DEVELOPMENT
AGREEMENTS FOR SOUTH K STREET**

WHEREAS, the City Council of Indianola, Iowa finds it necessary to enter into development agreements with property owners identified in the final Assessment Schedule for the South K Street Paving Project, which was adopted by the City Council on December 19, 2024.

BE IT, THEREFORE, RESOLVED by the City of Indianola, Iowa that the following are hereby accepted.:

1. Development Agreement By and Between The City of Indianola and Barbara Yearous Revocable Trust
2. Development Agreement by and between The City of Indianola and Derek Gruis and Hannah Myers
3. Development Agreement by and between The City of Indianola and James Berkley and Lynn Berkley
4. Development Agreement by and Between The City of Indianola and Patrick Sullivan and Jeanna Nixt

BE IT FURTHER RESOLVED that the Mayor Pro Tem and the City Clerk are hereby authorized to execute said Agreements on behalf of the City of Indianola, Iowa.

PASSED AND APPROVED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk

When Recorded Return to:,

City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266

Phone: 515-274-1450

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF INDIANOLA AND BARBARA J. YEAROUS REVOCABLE TRUST**

WHEREAS, the City of Indianola, Iowa (hereinafter the "City") and Barbara J. Yearous Revocable Trust (hereinafter "PROPERTY OWNER") have agreed that the paving and improvements along South K Street from City Limits to West 2nd Avenue are mutually beneficial to the City and to PROPERTY OWNER; and

WHEREAS, the City finds that the City expenditure required for the proposed paving and infrastructure improvements provides a general benefit to the City and its citizens.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein,

1. PROPERTY OWNER and the City hereby agree as follows: South K Street will be paved in accordance with the City standards, including infrastructure improvements. The City shall design and construct all paving and infrastructure improvements. Said paving and infrastructure improvements shall be in compliance with plans approved by the City Engineer of the City of Indianola and all applicable local, state and federal laws. The total paving and infrastructure improvements project is currently estimated at \$2,609,000.00 as shown on Exhibit "A".
2. City acknowledges that PROPERTY OWNER owns a large parcel that contains one single-family home. City and PROPERTY OWNER agree that the special benefit for PROPERTY OWNER applies most directly to any residential dwelling on the property. City and PROPERTY OWNER also agree that PROPERTY OWNER may take advantage of the improved street by subdividing the property. Therefore, the PROPERTY OWNER agrees to pay 20.44% of the assessment upon the City's assessment for the project and in accordance with the payment schedule established by the City, being an amount equivalent to an assessment for a typical single-family dwelling, based on the size of a "typical" large single-family residential lot in the area. CITY and PROPERTY OWNER agree that the remaining 79.56% of the assessment shall be deferred until such time as the property is subdivided whether by plat of survey, subdivision plat or other means required. Thereafter, PROPERTY OWNER shall pay the assessment to the City at the time of platting or building permit, whichever comes first.
3. In consideration of the execution of this Agreement and the construction of the paving and infrastructure improvements, PROPERTY OWNER hereby expressly waives each and every question of jurisdiction, benefit and need, the intention of the PROPERTY

OWNER being to authorize and direct said City to construct the improvements for the benefit of the PROPERTY OWNER without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said improvements have been constructed in accordance with the plans and specifications and if the City assesses the cost of the improvements by special assessment, that the City shall make assessments against the property proportionately, and that said assessments so made shall be a lien upon the PROPERTY OWNER'S property, and the PROPERTY OWNER hereby agrees to pay the amount that is assessed against said property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed, subject only to the rights of the PROPERTY OWNER reserved herein. The PROPERTY OWNER hereby expressly waives every objection to said final assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the PROPERTY OWNER within the time provided by statute for the payment of such special assessments for such improvements. PROPERTY OWNER, if entitled to agricultural deferment under the Code of Iowa, hereby waives its right to such deferral.

PROPERTY OWNER hereby authorizes the City Council to pass any resolution requisite or necessary to order or secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, subject only to the right of the PROPERTY OWNER reserved herein, and any such resolution may contain recitals that said improvements are ordered or made by the Council without petition of PROPERTY OWNER; without in any way qualifying this petition or releasing the PROPERTY OWNER from obligations to pay the assessments levied against its property for the cost of said improvements and to issue improvement bonds payable out of said assessment as herein provided.

PROPERTY OWNER warrants that the property is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. PROPERTY OWNER further agrees to subordinate its property to the terms of this Petition and Waiver, and upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder, designated below, by execution of this Petition and Waiver, agrees and consents that its lien shall be subordinated to the lien of the assessments levied pursuant hereto.

4. This Agreement shall be governed by the laws of the State of Iowa.
5. In the event a party hereto fails to perform its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, any other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 10 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
7. All agreements, covenants, representations and warranties made herein are intended to survive until termination of this Agreement.
8. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.
9. Performance of the Agreement shall be complete, and this Agreement shall terminate, when each of the parties has satisfied its respective covenants and obligations hereunder.
10. Each party will, whenever it shall be reasonably requested to do so by another party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party will cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth therein and carry out the intent and purposes of this Agreement.
11. Any consent or approval required herein shall not be unreasonably withheld; provided, however, that this Agreement is subject to the approval of the City Council of the City of Indianola, Iowa.
12. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by PROPERTY OWNER or by any third person to create the relationship of partnership or joint venture or of any association between the parties.
13. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by PROPERTY OWNER and the City Council of the City of Indianola, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of PROPERTY OWNER and the City.
14. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
15. All notices or requests under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, to the addresses shown below.

City:

City of Indianola
110 North 1st Street
Indianola, IA 50125

PROPERTY OWNERS:

Barbara J. Yearous Revocable Trust
1301 S K Street
Indianola, IA 50125

Attn: City Manager

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or PROPERTY OWNER shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives on this the ____ day of _____ 2025.

THE CITY OF INDIANOLA, IOWA

Steve Armstrong, Mayor Pro Tem

I, Jackie Raffety, City Clerk of the City of Indianola Iowa do hereby certify that the within and foregoing Development Agreement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____ passed on the ____ day of _____ 2025 and this certificate is made pursuant to authority contained in said Resolution.

Signed the ____ day of _____ 2025.

Jackie Raffety, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Armstrong and Jackie Raffety to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Steve Armstrong and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal }

Notary Public in and for the State of Iowa

PROPERTY OWNER

BARABA J. YEAROUS REVOCABLE
TRUST

By: _____
Name: _____
Title: Trustee

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in
and for the said State, personally appeared _____, as Trustee of the Barbara J. Yearous
Revocable Trust, to me personally known; the instrument was signed on behalf of the Trust; and that
_____ as Trustee of the Barbara J. Yearous Revocable Trust acknowledges
execution of the instrument to be the voluntary act and deed of the Trust by them voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

When Recorded Return to:,

City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266

Phone: 515-274-1450

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF INDIANOLA AND DEREK GRUIS & HANNAH MYERS**

WHEREAS, the City of Indianola, Iowa (hereinafter the "City") and Derek Gruis and Hannah Myers (hereinafter "PROPERTY OWNER") have agreed that the paving and improvements along South K Street from City Limits to West 2nd Avenue are mutually beneficial to the City and to PROPERTY OWNER; and

WHEREAS, the City finds that the City expenditure required for the proposed paving and infrastructure improvements provides a general benefit to the City and its citizens.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein,

1. PROPERTY OWNER and the City hereby agree as follows: South K Street will be paved in accordance with the City standards, including infrastructure improvements. The City shall design and construct all paving and infrastructure improvements. Said paving and infrastructure improvements shall be in compliance with plans approved by the City Engineer of the City of Indianola and all applicable local, state and federal laws. The total paving and infrastructure improvements project is currently estimated at \$2,609,000.00 as shown on Exhibit "A".
2. City acknowledges that PROPERTY OWNER owns a large parcel that contains one single-family home. City and PROPERTY OWNER agree that the special benefit for PROPERTY OWNER applies most directly to any residential dwelling on the property. City and PROPERTY OWNER also agree that PROPERTY OWNER may take advantage of the improved street by subdividing the property. Therefore, the PROPERTY OWNER agrees to pay 18.70% of the assessment upon the City's assessment for the project and in accordance with the payment schedule established by the City, being an amount equivalent to an assessment for a typical single-family dwelling, based on the size of a "typical" large single-family residential lot in the area. CITY and PROPERTY OWNER agree that the remaining 81.30% of the assessment shall be deferred until such time as the property is subdivided whether by plat of survey, subdivision plat or other means required. Thereafter, PROPERTY OWNER shall pay the assessment to the City at the time of platting or building permit, whichever comes first.
3. In consideration of the execution of this Agreement and the construction of the paving and infrastructure improvements, PROPERTY OWNER hereby expressly waives each

and every question of jurisdiction, benefit and need, the intention of the PROPERTY OWNER being to authorize and direct said City to construct the improvements for the benefit of the PROPERTY OWNER without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said improvements have been constructed in accordance with the plans and specifications and if the City assesses the cost of the improvements by special assessment, that the City shall make assessments against the property proportionately, and that said assessments so made shall be a lien upon the PROPERTY OWNER'S property, and the PROPERTY OWNER hereby agrees to pay the amount that is assessed against said property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed, subject only to the rights of the PROPERTY OWNER reserved herein. The PROPERTY OWNER hereby expressly waives every objection to said final assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the PROPERTY OWNER within the time provided by statute for the payment of such special assessments for such improvements. PROPERTY OWNER, if entitled to agricultural deferment under the Code of Iowa, hereby waives its right to such deferral.

PROPERTY OWNER hereby authorizes the City Council to pass any resolution requisite or necessary to order or secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, subject only to the right of the PROPERTY OWNER reserved herein, and any such resolution may contain recitals that said improvements are ordered or made by the Council without petition of PROPERTY OWNER; without in any way qualifying this petition or releasing the PROPERTY OWNER from obligations to pay the assessments levied against its property for the cost of said improvements and to issue improvement bonds payable out of said assessment as herein provided.

PROPERTY OWNER warrants that the property is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. PROPERTY OWNER further agrees to subordinate its property to the terms of this Petition and Waiver, and upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder, designated below, by execution of this Petition and Waiver, agrees and consents that its lien shall be subordinated to the lien of the assessments levied pursuant hereto.

4. This Agreement shall be governed by the laws of the State of Iowa.
5. In the event a party hereto fails to perform its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, any other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 10 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
7. All agreements, covenants, representations and warranties made herein are intended to survive until termination of this Agreement.
8. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.
9. Performance of the Agreement shall be complete, and this Agreement shall terminate, when each of the parties has satisfied its respective covenants and obligations hereunder.
10. Each party will, whenever it shall be reasonably requested to do so by another party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party will cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth therein and carry out the intent and purposes of this Agreement.
11. Any consent or approval required herein shall not be unreasonably withheld; provided, however, that this Agreement is subject to the approval of the City Council of the City of Indianola, Iowa.
12. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by PROPERTY OWNER or by any third person to create the relationship of partnership or joint venture or of any association between the parties.
13. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by PROPERTY OWNER and the City Council of the City of Indianola, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of PROPERTY OWNER and the City.
14. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
15. All notices or requests under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, to the addresses shown below.

City:

City of Indianola
110 North 1st Street
Indianola, IA 50125
Attn: City Manager

PROPERTY OWNERS:

Derek Gruis and Hannah Myers
1102 Skyline Dr.
P.O Box 371
Norwalk, IA 50211

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or PROPERTY OWNER shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives on this the ____ day of _____ 2025.

THE CITY OF INDIANOLA, IOWA

Steve Armstrong, Mayor Pro Tem

I, Jackie Raffety, City Clerk of the City of Indianola Iowa do hereby certify that the within and foregoing Development Agreement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____ passed on the ____ day of _____ 2025 and this certificate is made pursuant to authority contained in said Resolution.

Signed the ____ day of _____ 2025.

Jackie Raffety, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Armstrong and Jackie Raffety to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Steve Armstrong and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal }

Notary Public in and for the State of Iowa

PROPERTY OWNER

Derek Gruis

PROPERTY OWNER

Hannah Myers

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in and for the said State, personally appeared Derek Gruis, to me personally known; and that Derek Gruis acknowledges execution of the instrument to be the voluntary act and deed by him voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in and for the said State, personally appeared Hannah Myers, to me personally known; and that Hannah Myers acknowledges execution of the instrument to be the voluntary act and deed by her voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

When Recorded Return to:

City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266

Phone: 515-274-1450

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF INDIANOLA AND JAMES BERKLEY AND LYNN BERKLEY**

WHEREAS, the City of Indianola, Iowa (hereinafter the "City") and James Berkley and Lynn Berkley (hereinafter "PROPERTY OWNER") have agreed that the paving and improvements along South K Street from City Limits to West 2nd Avenue are mutually beneficial to the City and to PROPERTY OWNER; and

WHEREAS, the City finds that the City expenditure required for the proposed paving and infrastructure improvements provides a general benefit to the City and its citizens.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein,

1. PROPERTY OWNER and the City hereby agree as follows: South K Street will be paved in accordance with the City standards, including infrastructure improvements. The City shall design and construct all paving and infrastructure improvements. Said paving and infrastructure improvements shall be in compliance with plans approved by the City Engineer of the City of Indianola and all applicable local, state and federal laws. The total paving and infrastructure improvements project is currently estimated at \$2,609,000.00 as shown on Exhibit "A".
2. City acknowledges that PROPERTY OWNER owns a large parcel that contains one single-family home. City and PROPERTY OWNER agree that the special benefit for PROPERTY OWNER applies most directly to any residential dwelling on the property. City and PROPERTY OWNER also agree that PROPERTY OWNER may take advantage of the improved street by subdividing the property. Therefore, the PROPERTY OWNER agrees to pay 44.57% of the assessment upon the City's assessment for the project and in accordance with the payment schedule established by the City, being an amount equivalent to an assessment for a typical single-family dwelling, based on the size of a "typical" large single-family residential lot in the area. CITY and PROPERTY OWNER agree that the remaining 55.43% of the assessment shall be deferred until such time as the property is subdivided whether by plat of survey, subdivision plat or other means required. Thereafter, PROPERTY OWNER shall pay the assessment to the City at the time of platting or building permit, whichever comes first.
3. In consideration of the execution of this Agreement and the construction of the paving and infrastructure improvements, PROPERTY OWNER hereby expressly waives each and every question of jurisdiction, benefit and need, the intention of the PROPERTY

OWNER being to authorize and direct said City to construct the improvements for the benefit of the PROPERTY OWNER without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said improvements have been constructed in accordance with the plans and specifications and if the City assesses the cost of the improvements by special assessment, that the City shall make assessments against the property proportionately, and that said assessments so made shall be a lien upon the PROPERTY OWNER'S property, and the PROPERTY OWNER hereby agrees to pay the amount that is assessed against said property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed, subject only to the rights of the PROPERTY OWNER reserved herein. The PROPERTY OWNER hereby expressly waives every objection to said final assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the PROPERTY OWNER within the time provided by statute for the payment of such special assessments for such improvements. PROPERTY OWNER, if entitled to agricultural deferment under the Code of Iowa, hereby waives its right to such deferral.

PROPERTY OWNER hereby authorizes the City Council to pass any resolution requisite or necessary to order or secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, subject only to the right of the PROPERTY OWNER reserved herein, and any such resolution may contain recitals that said improvements are ordered or made by the Council without petition of PROPERTY OWNER; without in any way qualifying this petition or releasing the PROPERTY OWNER from obligations to pay the assessments levied against its property for the cost of said improvements and to issue improvement bonds payable out of said assessment as herein provided.

PROPERTY OWNER warrants that the property is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. PROPERTY OWNER further agrees to subordinate its property to the terms of this Petition and Waiver, and upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder, designated below, by execution of this Petition and Waiver, agrees and consents that its lien shall be subordinated to the lien of the assessments levied pursuant hereto.

4. This Agreement shall be governed by the laws of the State of Iowa.
5. In the event a party hereto fails to perform its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, any other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 10 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
7. All agreements, covenants, representations and warranties made herein are intended to survive until termination of this Agreement.
8. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.
9. Performance of the Agreement shall be complete, and this Agreement shall terminate, when each of the parties has satisfied its respective covenants and obligations hereunder.
10. Each party will, whenever it shall be reasonably requested to do so by another party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party will cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth therein and carry out the intent and purposes of this Agreement.
11. Any consent or approval required herein shall not be unreasonably withheld; provided, however, that this Agreement is subject to the approval of the City Council of the City of Indianola, Iowa.
12. Neither the method of computation of funding nor any other provisions contained in this Agreement, nor any acts of any party shall be deemed or construed by PROPERTY OWNER or by any third person to create the relationship of partnership or joint venture or of any association between the parties.
13. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by PROPERTY OWNER and the City Council of the City of Indianola, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of PROPERTY OWNER and the City.
14. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
15. All notices or requests under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, to the addresses shown below.

City:

City of Indianola
110 North 1st Street
Indianola, IA 50125
Attn: City Manager

PROPERTY OWNERS:

James Berkley and Lynn Berkley
1007 S G Street
Indianola, IA 50125

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or PROPERTY OWNER shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives on this the ____ day of _____ 2025.

THE CITY OF INDIANOLA, IOWA

Steve Armstrong, Mayor Pro Tem

I, Jackie Raffety, City Clerk of the City of Indianola Iowa do hereby certify that the within and foregoing Development Agreement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____ passed on the ____ day of _____ 2025 and this certificate is made pursuant to authority contained in said Resolution.

Signed the ____ day of _____ 2025.

Jackie Raffety, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Armstrong and Jackie Raffety to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Steve Armstrong and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal }

Notary Public in and for the State of Iowa

PROPERTY OWNER

James Berkley

PROPERTY OWNER

Lynn Berkley

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in and for the said State, personally appeared James Berkley, to me personally known: and that James Berkley acknowledges execution of the instrument to be the voluntary act and deed by him voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in and for the said State, personally appeared Lynn Berkley, to me personally known; and that Lynn Berkley acknowledges execution of the instrument to be the voluntary act and deed by her voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

When Recorded Return to:,

City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266

Phone: 515-274-1450

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF INDIANOLA AND JEANNA NIXT AND PATRICK SULLIVAN**

WHEREAS, the City of Indianola, Iowa (hereinafter the "City") and Jeanna Nixt and Patrick Sullivan (hereinafter "PROPERTY OWNER") have agreed that the paving and improvements along South K Street from City Limits to West 2nd Avenue are mutually beneficial to the City and to PROPERTY OWNER; and

WHEREAS, the City finds that the City expenditure required for the proposed paving and infrastructure improvements provides a general benefit to the City and its citizens.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, PROPERTY OWNER and the City hereby agree as follows:

1. PROPERTY OWNER and City agree that South K Street will be paved in accordance with the City standards, including infrastructure improvements. The City shall design and construct all paving and infrastructure improvements. Said paving and infrastructure improvements shall be in compliance with plans approved by the City Engineer of the City of Indianola and all applicable local, state and federal laws. The total paving and infrastructure improvements project is currently estimated at \$2,609,000.00 as shown on Exhibit "A".
2. City acknowledges that PROPERTY OWNER owns a large parcel that contains one single-family home. City and PROPERTY OWNER agree that the special benefit for PROPERTY OWNER applies most directly to any residential dwelling on the property. City and PROPERTY OWNER also agree that PROPERTY OWNER may take advantage of the improved street by subdividing the property. Therefore, the PROPERTY OWNER agrees to pay one-fourth (1/4) of the assessment upon the City's assessment for the project and in accordance with the payment schedule established by the City, being an amount equivalent to an assessment for a typical single-family dwelling, based on the size of a "typical" large single-family residential lot in the area. CITY and PROPERTY OWNER agree that the remaining three-fourths (3/4) of the assessment shall be deferred until such time as the property is subdivided whether by plat of survey, subdivision plat or other means required. Thereafter, PROPERTY OWNER shall pay the assessment to the City at the time of platting or building permit, whichever comes first.

3. In consideration of the execution of this Agreement and the construction of the paving and infrastructure improvements, PROPERTY OWNER hereby expressly waives each and every question of jurisdiction, benefit and need, the intention of the PROPERTY OWNER being to authorize and direct said City to construct the improvements for the benefit of the PROPERTY OWNER without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa.

It is further agreed that when said improvements have been constructed in accordance with the plans and specifications and if the City assesses the cost of the improvements by special assessment, that the City shall make assessments against the property proportionately, and that said assessments so made shall be a lien upon the PROPERTY OWNER'S property, and the PROPERTY OWNER hereby agrees to pay the amount that is assessed against said property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed, subject only to the rights of the PROPERTY OWNER reserved herein. The PROPERTY OWNER hereby expressly waives every objection to said final assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the PROPERTY OWNER within the time provided by statute for the payment of such special assessments for such improvements. PROPERTY OWNER, if entitled to agricultural deferment under the Code of Iowa, hereby waives its right to such deferral.

PROPERTY OWNER hereby authorizes the City Council to pass any resolution requisite or necessary to order or secure said improvements, to provide for the construction of the same and to make the assessments herein provided for, subject only to the right of the PROPERTY OWNER reserved herein, and any such resolution may contain recitals that said improvements are ordered or made by the Council without petition of PROPERTY OWNER; without in any way qualifying this petition or releasing the PROPERTY OWNER from obligations to pay the assessments levied against its property for the cost of said improvements and to issue improvement bonds payable out of said assessment as herein provided.

PROPERTY OWNER warrants that the property is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. PROPERTY OWNER further agrees to subordinate its property to the terms of this Petition and Waiver, and upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder, designated below, by execution of this Petition and Waiver, agrees and consents that its lien shall be subordinated to the lien of the assessments levied pursuant hereto.

4. This Agreement shall be governed by the laws of the State of Iowa.
5. In the event a party hereto fails to perform its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, any other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 10 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
7. All agreements, covenants, representations and warranties made herein are intended to survive until termination of this Agreement.
8. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.
9. Performance of the Agreement shall be complete, and this Agreement shall terminate, when each of the parties has satisfied its respective covenants and obligations hereunder.
10. Each party will, whenever it shall be reasonably requested to do so by another party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party will cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth therein and carry out the intent and purposes of this Agreement.
11. Any consent or approval required herein shall not be unreasonably withheld; provided, however, that this Agreement is subject to the approval of the City Council of the City of Indianola, Iowa.
12. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by PROPERTY OWNER or by any third person to create the relationship of partnership or joint venture or of any association between the parties.
13. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by PROPERTY OWNER and the City Council of the City of Indianola, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of PROPERTY OWNER and the City.
14. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
15. All notices or requests under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, to the addresses shown below.

City:

City of Indianola
110 North 1st Street
Indianola, IA 50125

PROPERTY OWNERS:

Jeanna Nixt & Patrick Sullivan
708 S K Street
Indianola IA 50125

Attn: City Manager

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or PROPERTY OWNER shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives on this the ____ day of _____ 2025.

THE CITY OF INDIANOLA, IOWA

Steve Armstrong, Mayor Pro Tem

I, Jackie Raffety, City Clerk of the City of Indianola Iowa do hereby certify that the within and foregoing Development Agreement was duly approved and accepted by the City Council of said City of Indianola by Resolution No. _____ passed on the ____ day of _____ 2025 and this certificate is made pursuant to authority contained in said Resolution.

Signed the ____ day of _____ 2025.

Jackie Raffety, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Armstrong and Jackie Raffety to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Steve Armstrong and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal]

Notary Public in and for the State of Iowa

PROPERTY OWNER

Jeanna Nixt

PROPERTY OWNER

Patrick Sullivan

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in and for the said State, personally appeared Jeanna Nixt, to me personally known; and that Jeanna Nixt acknowledges execution of the instrument to be the voluntary act and deed by her voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2025, before me , the undersigned, a Notary in and for the said State, personally appeared Patrick Sullivan, to me personally known; and that Patrick Sullivan acknowledges execution of the instrument to be the voluntary act by him voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Resolution accepting Temporary Access and Utility Easement Agreement.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- Accepting Temporary Access and Utility Easement for Emerald Bay Plat 1

City of Indianola
RESOLUTION NO. 2025-

**ACCEPTING TEMPORARY ACCESS AND UTILITY EASEMENT FOR
EMERALD BAY PLAT 1**

WHEREAS, the City of Indianola, Warren County, State of Iowa, is a duly recognized Municipal Organization; and

WHEREAS, Kwik Trip, Inc., has requested acceptance of Temporary Access and Utility Easement for Street Lot A and Lot 1 of Emerald Bay Plat 1 (the "Plat"); and

WHEREAS, the City of Indianola Planning and Zoning Commission recommended approval of the Plat on October 22, 2024, subject to remaining staff comments and review of the legal documents; and

WHEREAS, the Final Plat for Emerald Bay Plat 1 and the documents relating thereto will comply with section §170 – *Subdivision Regulations* of the Code of Ordinances; and

WHEREAS, the City of Indianola City Council approved the Plat on December 2, 2024, subject to remaining staff comments and review of the legal documents; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa on this 18th day of February, 2025, that the Temporary Access and Utility Easement for Emerald Bay Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Indianola.

BE IT FURTHER RESOLVED that the City of Indianola does hereby accept the following easements and documents to be filed with the Plat:

1. Temporary Access and Utility Easement

PASSED AND APPROVED on this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: February 3, 2025
Subject: Approval of Urban Revitalization Designations

Introduction: Approving the designation will authorize a tax abatement for the property.

Background:

Discussion: The following comprise a list of final Urban Revitalization Designations.

Address	Titleholder or Contract Buyer	Estimated or Actual Cost of Improvements	Property Use and Improvement Type
1400 South K St.	Gruis, Derek/Myers, Hannah	\$582,000	Residential New Construction
2100 North Summercrest St.	Agan, Vicki	\$341,180	Residential New Construction
1101 West 12th Ave.	Sanford, Austin/ Da Costa, Aline Alves	\$600,000	Residential New Construction
1601 East Orchard Pl.	B & J Investments LLC	\$3,721,875	Commercial New Construction
801 West Orchard Ave.	Decker, Fisher/Tatum	\$492,000	Residential New Construction
1613 North G St.	Spaulding, Matthew/Stumpf-Spaulding, Jennifer	\$1,612,000	Residential New Construction
406 West 19th Pl.	Kapustin, Mark G/Maryanna V	\$200,000	Residential New Construction

Budget Impact:

Recommendation: All applications are in order for prior approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: February 3, 2025
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- Approving Salaries

City of Indianola
RESOLUTION NO 2025-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, IOWA:

Christopher Allen, Full-time Firefighter/Paramedic to Grade 5B, \$69,539.09/year, effective January 12, 2025; and

Thad White, Full-time Fire Captain, to Grade 8D, \$103,061.07/year, effective January 12, 2025; and

Eric Wallace, Full-time Fire Captain, to Grade 8D, \$103,031.07/year, effective January 12, 2025; and

Trinton Wirth, Full-time Streets Operations Specialist II, with \$250/year longevity to Grade R23-3, \$72,055.58/year, effective January 12, 2025; and

Brenda Nehring to Part-time Non-benefitted Learn and Play Staff, \$12.00/hour, effective January 13, 2025; and

Doug Bylund, Full-time Chief of Culture and Recreation, to 10E, \$136,297.31/year, effective January 26, 2025; and

Candace Cronbaugh, Part-time Parks and Recreation Sports and Concessions Supervisor, to Grade IE, \$20.00/hour, effective January 26, 2025; and

Garry Cunningham, Full-time Water Resource Recovery Operations Grade II, with \$400/year longevity to Grade R22+2, \$67,342.68/year, effective January 26, 2025; and

Anna Harms, Part-time Library Assistant, to Grade 1C, \$18.42/hour, effective January 26, 2025; and

Jason Holder, Full-time Chief of Innovation & Internal Services, to Grade 10F, \$140,931.42/year, effective January 26, 2025; and

Roland Largesse, Full-time Police Lieutenant, with \$400/year longevity to Grade 8I, \$121,814.04/year, effective January 26, 2025; and

Kelsey McFarland, Part-time Children Services Assistant, \$0.10/hour longevity, to Grade 2C, \$25.79/hour, effective January 26, 2025.

BE IT FURTHER RESOLVED that the city staff is hereby authorized to execute the resolution to issue payroll checks and make all required supporting payroll payments as required per the personnel manual or required by law.

Passed and approved this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: February 3, 2025
Subject: Resolution approving Brush Facility Services for 2025

Recommendation: Roll call is in order.

Attachments:

1. Brush Facility Fees
2. Res 2025- Brush Facility Services 2025

Street Department

Permits

Fee Description	Cost	Cost Description
Street Closure	\$25.00	Each application

Brush Facility

For City of Indianola Residents Only (updated March 4, 2024)

Fee Description	Cost	Cost Description
Mulch load service fee	\$10.00 <u>Free</u>	Per vehicle <u>Self Loading</u> (available the second Saturday of April, May and June)
Bag/Bundle, Leaves/Grass	\$2.00 <u>\$4.00</u>	Each
Bag/Bundle Trees/Shrubs	\$5.00 <u>\$7.00</u>	Each
Pickup Load	\$20.00 <u>\$30</u>	Each
Trailer Load up to 14' (no dump trailers)	\$25.00 <u>\$35</u>	Each

(Any grass, leaves, or brush must either be loose or in paper bags. No plastic bags will be allowed.)

Monitors and Televisions will be not be accepted. ~~for free when the brush facility is open.~~

Appliances will be accepted for free only during the annual ~~Spring Cleanup and~~ Fall Cleanup events. Residents may also dispose of limited electronic waste at no cost during these events, including cell phones, computers, computer monitors, DVD players, fax machines, televisions, VCRs and video games.

City of Indianola
RESOLUTION NO. 2025-

RESOLUTION APPROVING BRUSH FACILITY SERVICES FOR 2025

WHEREAS, the Brush Facility is an important service the City of Indianola offers to residents; and

WHEREAS, the Brush Facility is open from April through mid-November yearly; and

WHEREAS, extended dates may be needed depending on the season; and

WHEREAS, the City of Indianola charges Brush Facility fees to residents for leaves, grass, trees, and shrubs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Indianola, Iowa that the Brush Facility Services are hereby approved as follows:

- (1) The 2025 Brush Facility season to operate on Thursdays from Noon to 7:00 P.M. or dusk; Saturdays from 9:00 A.M. to 4:00 P.M.; and Sundays from Noon to 4:00 P.M.; for the period between Saturday, April 3, 2025, and Sunday, November 23, 2025, with extended dates, if needed, to be December 4, 2025, December 6, 2025, and December 7, 2025
- (2) Spring curbside pickup April 21, 2025 – April 25, 2025
- (3) Fall Clean Up Day: October 18, 2025 (bulk, appliances and hazardous waste)
- (4) The Brush Facility will be closed as listed below to observe the following holidays:
 - April 20, 2025, for observing Easter
 - Sunday, May 25, 2025, for observing Memorial Day
 - Thursday, July 5, 2025, for observing Independence Day
 - Sunday, August 31, 2025, for observing Labor Day
 -
- (5) Authorizes City staff to change prices at the Brush Facility as outlined below:

<u>Fee Description</u>	<u>Cost</u>	<u>(Description)</u>
Bag/Bundle of Leaves/Grass.....	\$4.00	Each
Bag/Bundle of Trees/Shrubs.....	\$7.00	Each
Pickup Load.....	\$30.00	Each
Trailer Load, up to 14'.....	\$35.00	Each
<i>(Any grass, leaves, or brush must either be loose or in paper bags. No plastic bags will be allowed)</i>		
Mulch Load Service Fee.....	Free self loaded	

- (6) *Appliances will be accepted at no cost only during the annual fall cleanup event.*
- (7) Electronic waste, specifically including cell phones, computers, computer monitors, DVD players, fax machines, televisions, VCRs, and video games, will **only** be accepted at the fall cleanup.

PASSED AND APPROVED this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: February 3, 2025

Subject: Vicious Dogs

Recommendation:

Attachments: 1. Chapter 56

DANGEROUS OR VICIOUS ANIMALS

56.01 Definitions

56.02 Keeping of Dangerous Animals Prohibited

56.03 Seizure, Impoundment and Disposition of Dangerous Animals

56.04 Keeping of Vicious Animals Prohibited

56.05 Seizure, Impoundment and Disposition of Vicious Animals

56.01 DEFINITIONS.

As used in this chapter, the following words and terms have the meanings ascribed thereto:

1. "Animal" means every wild, tame or domestic member of the animal kingdom which is a non-human vertebrate.
2. "Dangerous animal" means: (i) any animal which is not naturally tame or gentle and which is of a wild nature or disposition and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so; (ii) any animals declared to be dangerous by the Council; or (iii) the following animals, which are deemed to be dangerous animals per se:
 - A. Wolves and coyotes;
 - B. Badgers, wolverines, weasels, mink, and other Mustelids (except ferrets);
 - C. Bears;
 - D. All apes (including chimpanzees), baboons, and macaques.
 - E. Monkeys, except the squirrel monkey, female spider monkey, and female woolly monkey.
 - F. Elephants.
 - G. Wild boar.
 - H. Black widow spiders and scorpions.
 - I. Snakes which are naturally venomous or poisonous, with the exceptions stated in Section 56.02.
 - J. All cats, except domestic cats (*Carnivora* of the family *Felidae* including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, bobcats, etc.)
 - K. Raccoons, opossums, and skunks.
3. "Owner" or "owner of an animal" means any person or persons, firm, association or corporation, owning, keeping, sheltering or harboring an animal.
4. "Vicious animal" means any animal, except for a dangerous animal per se, as listed above, that, while running at large, has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities, in present or past conduct:
 - A. By biting a person or persons on two separate occasions within a 12-month period; or
 - B. Did bite once causing injuries above the shoulders of the person; or
 - C. Could not be controlled or restrained by the owner at the time of the bite to prevent the occurrence; or
 - D. Has attacked or bitten any domestic animal or fowl on two separate occasions within a 12-month period; or
 - E. Which has been found to possess such a propensity by the Council, after hearing.

56.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED.

No person shall keep, shelter, or harbor any dangerous animal as a pet, or act as a custodian, temporary or otherwise, for such animal, or keep such animal for any other purpose or in any other capacity within the City except in the following circumstances:

1. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
2. The keeping of dangerous animals for exhibition to the public by a circus, carnival, exhibit or show where such circus carnival exhibit or show is of a traveling nature, is displayed before large assemblages of people, and maintains any and all required Federal or State licenses.

3. The keeping of dangerous animals in a bona fide licensed veterinary hospital for treatment.
4. The keeping of dangerous animals by a wildlife rescue organization with appropriate permit from the State Department of Natural Resources.
5. Any dangerous animals under the jurisdiction of and in the possession of the Iowa Department of Natural Resources, pursuant to Chapters 481A and 481B of the *Code of Iowa*.
6. Venomous reptiles must be kept within a structure and housed in a suitable manner as outlined by the Iowa Herpetological Society. Any venomous reptile found at large may be processed as a dangerous animal pursuant to the provisions of this chapter. Any premises where venomous reptiles are housed shall be prominently posted with a sign containing the wording "Venomous Reptiles," "Poisonous Reptiles," or words of similar import and the owner of such premises shall inform the Indianola Police Department, in writing, by certified mail, within 30 days of the acquisition of a venomous reptile, that a venomous reptile is or will be on such premises.
7. Nothing in this chapter shall in any manner prohibit any individual deemed fully qualified and licensed under the United States Department of Agriculture and the United States Department of Interior from appearing before the Council for special and specific permission to keep for research, education, or reproductive reasons any animal considered herein to be regarded as dangerous or not listed in any particular part of this chapter.
8. While constricting snakes exceeding six feet in length, and lizards exceeding two feet in length are not declared by this chapter to be dangerous, the owners of such animals, within two hours of knowledge of the possibility of such an animal being at large within the community, shall so notify the Police Department of the City.

56.03 SEIZURE, IMPOUNDMENT AND DISPOSITION OF DANGEROUS ANIMALS.

1. In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to person or property, such animal may, in the discretion of the Indianola Police Department, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.
2. Upon the written complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal on premises located in the City, the Indianola Police Department shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the Indianola Police Department shall order the person named in the complaint to safely remove such animal from the City, permanently place the animal with an organization or group allowed under Section 56.02 of this chapter to possess dangerous animals, or destroy the animal, within three days of the receipt of such order. Such order shall be contained in a notice to remove the dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person, in which case the Indianola Police Department shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.
3. The order to remove a dangerous animal issued by the Indianola Police Department may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the Indianola Police Department.
4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of notice of appeal. After such hearing, the Council may affirm or reverse the order of the Indianola Police Department. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing, or any continued session thereof.
5. If the Council affirms the action of the Indianola Police Department, the Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such dangerous animal, remove such animal from the City, permanently place such animal with an organization or group allowed under Section 56.02 of this chapter to possess dangerous animals, or destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the original order of the Indianola Police Department is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Indianola Police Department is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the Council was issued has not petitioned the Warren County District Court for a review of such order, the City shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section 56.02 of this chapter to possess dangerous animals, or destroy such animal in humane manner.

56.04 KEEPING OF VICIOUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.

2. The keeping of guard dogs; however, guard dogs must be kept within a structure of fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the words "Guard Dog," "Vicious Dog," or words of similar import, and the owner of such premises shall inform the Indianola Police Department that a guard dog is on duty at such premises.

56.05 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS ANIMALS.

1. The Indianola Police Department, in its discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal as defined herein, may initiate proceedings to declare such animal a vicious animal. A hearing on the matter shall be conducted by the Council. The person owning, keeping, sheltering, or harboring the animal in question shall be given not less than 72 hours' written notice of the time and place of the hearing. Such notice shall set forth the description of the animal in question and the basis for the allegation of viciousness. The notice shall also set forth that if the animal is determined to be vicious, the owner will be required to have the animal humanely destroyed. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.

2. If, after hearing, the Council determines that an animal is vicious, the Council shall order the person owning, sheltering, harboring, or keeping the animal to cause it to be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the Indianola Police Department is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the individual or entity against whom the order of the Council was issued has not petitioned the Warren County District Court for a review of the order, the Indianola Police Department shall cause the animal to be destroyed.

3. Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended, in which case the Indianola Police Department may immediately destroy it. If its ownership is not ascertainable, the Indianola Police Department may destroy it after three days of impoundment.

4. Any animal which is alleged to be vicious and which is under impoundment or quarantine, shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner if the animal is determined to be vicious. If the animal is not determined to be vicious, all costs of such impoundment or quarantine shall be paid by the City.



MEMORANDUM

To: Mayor and City Council

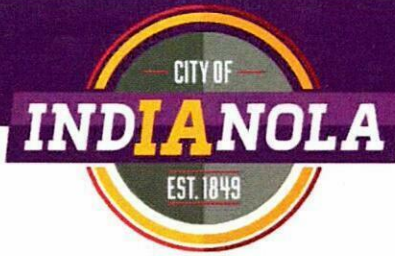
From:

Date: February 3, 2025

Subject: Hearing in accordance with Chapter 56, Section 56.05 of the City of Indianola Code concerning seizure, impoundment, and disposition of vicious animals.

Recommendation: Roll call to open and close the hearing is in order. As part of the hearing, Council shall receive and file the Indianola Police Department Incident Reports of January 13, 2025, regarding the incidents of two dogs, police department recommendation, and correspondence with the persons owning, keeping, sheltering or harboring the animals in question.

Attachments: 1. Vicious Animals



— Indianola Police Department —

January 24th, 2025

To: Indianola City Council

From: Indianola Police Department

Re: Recommendation for action

The dogs in question are a husky mix and a German Shepherd mix that bit/injured 3 different dogs at 3 different residences on 1/13/2025. Per Indianola Police Department Case Number 2025-01307, the dogs attacked other dogs at 801 N. S Ct., 806 N. U St., and 807 N. T Ct. in Indianola. According to dog owners as well as our Community Service Officer Kevin Michels, both dogs were involved in the attacks on the other animals. The 3 separate bites of 3 domestic animals occurred within a 12-month period, thereby meeting the definition of a Vicious Animal as defined by Indianola City Ordinance 56.01(4)A(D).

In addition to the three confirmed injuries to the victim's dogs, the dogs in question also lunged towards another property owner and their dog at 2300 W. Henderson Ave. on the same date, and the dog owner had to pull their dog inside their home to prevent another likely attack. The animals are aggressive, and their behavior poses a distinct and demonstrated threat to the safety of the public.

The Indianola Police Department recommends that both animals be declared as vicious as defined in Indianola City Ordinance 56.01(4)A(D).


Brian Sher
Chief of Police



CITY OF INDIANOLA

Brian Sher
Chief of Police



POLICE DEPARTMENT

Integrity Professionalism Dedication

Tor Poindexter
Kaitlyn Ripperger
610 Brookwood Dr.
Indianola, IA 50125

January 24th, 2025

Re: Notification of City of Indianola City Council hearing to declare animal(s) vicious

The Indianola City Council shall hold a regularly scheduled Council meeting on Monday, February 3rd, 2025, at 6PM. The meeting will be held in City Council chambers located in the basement of the City Hall, 110 N 1st Street, Indianola, Iowa.

During the February 3rd Council meeting, City Council members will conduct a hearing to determine if a dog(s) owned by you should be declared vicious animal(s) pursuant to section 56.05 of the Code of Ordinances of the City of Indianola. The dogs in question are a husky mix and german shepherd mix that bit 3 dogs on 01/13/2025. The addresses of these incidents were 801 N. S Ct., 806 N. U St. and 807 N. T Ct. in Indianola at their residences. Per Indianola Police Department Case Number 2025-01307, on 01/13/2025 the two dogs in question attacked 3 dogs at the 3 separate addresses listed above. The 3 separate bites to other dogs all occurred on 01/13/2025, thereby meeting the definition of a Vicious Animal as defined by Indianola City Ordinance 56.01(4)A.

Should the Council determine your dog(s) to be vicious, City of Indianola Ordinance 56.05 requires the owner of the animal have the animal humanely destroyed.



Brian Sher
Chief of Police

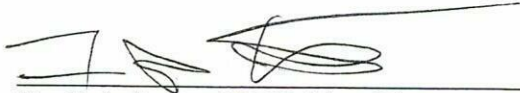
110 North First • P.O. Box 299 • Indianola, Iowa 50125
(515) 961-9400 • Fax (515) 961-9450 • Emergency 911
www.indianolaiowa.gov • bsher@indianolaiowa.gov



Integrity Professionalism Dedication

Notice of Service:

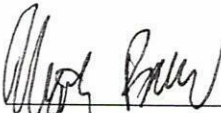
I, the undersigned, hereby certify that I was personally served a notice for hearing for a vicious animal on February 3rd, 2025, at 6PM.



Tor Poindexter OR Kaitlyn Ripperger
610 Brookwood Dr.
Indianola, IA 50125

1/24/25
Date

Served by:

 135

Officer

1/24/25
Date

IN THE IOWA DISTRICT COURT IN AND FOR
WARRENCOUNTY

This Complaint and Affidavit is to be:

- ☒ Filed with Court Clerk (cc: CA)
☐ Submitted to County Attorney
☐ Filed with JCO - Defendant is a Juvenile

Form Number: **2025-01307**

Arrest Date: **01/24/2025**

VS.

OFFENDER

Last POINDEXTER		First TOR		Middle ALEXANDER		Suffix	
Address 610 BROOKWOOD DR				City INDIANOLA		State IA	Zip Code 50125
DL# 123BB2147	State IA	DL Class C	DL Endorsements		DL Restrictions		
Date of Birth 04/09/1991	Gender MALE		Race WHITE - W		Ethnicity NOT OF HISPANIC ORIGIN - N		
Height 5' 06"	Weight 215 LBS		Eye Color HAZEL - HAZ		Hair Color BLONDE OR STRAWBERRY - BLN		

OFFENSE

State ☐	County ☐	Local ☒	Code Section IN/55.08	Crime Description ANIMAL AT LARGE		Speed	in	Zone
Class SMMS			Serious P.I. ☐	Fatal Accident ☐	Civil Damage Assessment ☐	Other ☒		
Location Type 20 - RESIDENCE/HOME								
Literal Description NORTH T COURT								
Address 800 BLOCK NORTH T COURT				City INDIANOLA		State IA	Zip Code 50125	
Is Date and Time of Incident Known? YES		Incident Date or Low Range 01/13/2025		Upper Date Range	Incident Time or Low Range 11:17		Upper Time Range	

STATUS OF OFFENDER/JUVENILE

☐ TAKEN INTO CUSTODY	CUSTODY	☒ SUMMONS TO APPEAR (Citation Issued)
☐ WARRANT REQUESTED	☐ NO CONTACT ORDER REQUESTED	☐ RELEASED TO PARENT/GUARDIAN

NARRATIVE

Narrative of Offense Committed

On or about the above stated date and time, the Defendant did have two dogs running at large in the city.

SUMMONS

I promise to appear in said court at said time and place.

 Signature of Defendant	Court Date 02/14/2025
	Court Time 8:30 AM
In the Court At WARREN COUNTY COURT HOUSE 115 N HOWARD, INDIANOLA 50125	

AFFIDAVIT

STATE OF IOWA, WARREN COUNTY

I, the undersigned, being duly sworn, state that all facts contained in this Complaint and Affidavit, known by me or told to me by other reliable persons form the basis for my belief that the defendant committed this crime

State all facts and persons relied upon supporting elements of alleged crime

On the above date and time Community Service Officer Michels responded to the 800 block of North T Court, the 800 block of North U Street and the 800 block of North S Court for 3 separate reports of dog bites at the respective residences. The two dogs running at large, going onto private residences and biting the dogs at those residences were determined to be the defendant's dogs (a German Shepherd mix and a husky mix).

This is the 5th time the defendant has been charged with animal at large by this department.

Nicole Brown

BROWN, NICOLE

135

Signature of Complainant or Officer, Officer Name & Number

GENERAL PROBABLE CAUSE

Defendant Implicated

07 - IDENTIFIED BY WITNESSES, 08 - CRIME OBSERVED BY OFFICERS, 09 - NEAR SCENE OF CRIME

Operating Motor Vehicle in County

Other Physical Evidence

Attempted To Inflict Injury

STATE OF IOWA,

WARREN COUNTY



Subscribed and sworn to before me by the person(s) signing the Complaint and Affidavit(s) on 01/24/2025

Notary Name MICHELLE SNYDER

Signature of Verifying Party

Commission Number 808450

Michelle Snyder
808450

My Commission Expires 01/18/2027

☐ Peace Officer

☒ Notary

☐ Prosecuting Attorney

CASE NO: 2025-01307

INCIDENT		ADDRESS OF OCCURRENCE		OCCURRENCE TIME DATE DAY			
ANIMAL VS HUMAN		801 N 5 Ct.		1117 1/13/25 Monday			
ANIMAL VS ANIMAL	X						
PERSON REPORTING OFFENSE	Sandy E. Spemiller McGraw	ADDRESS	801 N 5 Ct.	DOB	SEX	RACE	PHONE
VICTIM - FIRM NAME IF APPLICABLE		ADDRESS		DOB	SEX	RACE	PHONE
PARENT OR GUARDIAN IF VICTIM IS A JUVENILE		ADDRESS		DOB	SEX	RACE	PHONE
ANIMAL OWNER:	Ter Poindexter	ADDRESS	610 Brookwood	DOB	SEX	RACE	PHONE
				01/09/1991	M	W	515-850-9132

BITING ANIMAL REPORT

ANIMAL NAME: _____ BREED OF ANIMAL: 2 Huskys WAS THE ANIMAL TIED UP OR CONFINED? YES

ANIMALS AGE: 2 ANIMALS SEX: M/F ANIMALS COLOR(S): White & Black

HAS ANIMAL BEEN VACCINATED FOR RABIES? NO WHEN: _____

IS ANIMAL LICENSED? NO WHERE? _____ WHEN: _____

COPY OF VET RECORDS? N/A IS ANIMAL MICROCHIPPED? _____

HAS ANIMAL PREVIOUSLY BITTEN? X YES _____ NO _____ HUMAN X ANIMAL

PLACE OF ANIMAL IMPOUNDMENT: 610 Brookwood

DATE ENTERED: 1/13/25 DATE RELEASED: 1/23/25

WHERE WAS ANIMAL AND VICTIM AT TIME OF BITING: In own fenced in Backyard

ATTENDING PHYSICIAN OF VICTIM: _____

MEDICAL RELEASE? _____ EXTENT OF TREATMENT _____

SITE OF WOUND: Side EXTENT OF INJURY Scrape

PHOTOS TAKEN OF INJURY & ANIMAL? _____ YES X NO

WAS ENFORCEMENT ACTION TAKEN? _____ NAME OF PERSON(S) CHARGED IF ANY: _____

PREVIOUS @ LARGE - CFS/RPTS/CHARGES? YES DATES: 05/22/2024 & 12/09/2025

PREVIOUS LOCATIONS ANIMAL HAS LIVED? _____

OFFICER'S NOTES: Dogs were tied up but escaped	
REPORTING OFFICER	STATUS (CHECK ONE) _____ ACTIVE _____ INACTIVE _____ Cleared by Arrest _____ Warrant Arrest _____
SECOND OFFICER	SUPERVISOR APPROVING _____ OFFICER NO. _____
	Spawes 118

CASE NO: 2025-01307

INCIDENT		ADDRESS OF OCCURRENCE		OCCURRENCE TIME DATE DAY			
ANIMAL VS HUMAN ANIMAL VS ANIMAL <u>X</u>		<u>806 N 4 St</u>		<u>1120 1/13/25 Monday</u>			
PERSON REPORTING OFFENSE <u>Wanda Johnson</u>		ADDRESS <u>806 N 4 St</u>		DOB	SEX <u>F</u>	RACE <u>W</u>	PHONE <u>515-577-0421</u>
VICTIM FIRM NAME IF APPLICABLE		ADDRESS		DOB	SEX	RACE	PHONE
PARENT OR GUARDIAN IF VICTIM IS A JUVENILE		ADDRESS		DOB	SEX	RACE	PHONE
ANIMAL OWNER <u>Tor Poindexter</u>		ADDRESS <u>610 Brookwood</u>		DOB <u>04/09/1991</u>	SEX <u>M</u>	RACE <u>W</u>	PHONE <u>515-850-8132</u>

BITING ANIMAL REPORT

ANIMAL NAME: _____ BREED OF ANIMAL: 2 Huskys WAS THE ANIMAL TIED UP OR CONFINED? YES

ANIMALS AGE: 2 ANIMALS SEX: M3F ANIMALS COLOR(S): White & Black

HAS ANIMAL BEEN VACCINATED FOR RABIES? NO WHEN: _____

IS ANIMAL LICENSED? NO WHERE: _____ WHEN: _____

COPY OF VET RECORDS? N/A IS ANIMAL MICROCHIPPED? _____

HAS ANIMAL PREVIOUSLY BITTEN? X YES _____ NO _____ HUMAN X ANIMAL

PLACE OF ANIMAL IMPOUNDMENT: 610 Brookwood

DATE ENTERED: 1/13/25 DATE RELEASED: 1/23/25

WHERE WAS ANIMAL AND VICTIM AT TIME OF BITING: In our fence & backyard

ATTENDING PHYSICIAN OF VICTIM: _____

MEDICAL RELEASE? _____ EXTENT OF TREATMENT _____

SITE OF WOUND: Side/leg EXTENT OF INJURY Puncture & tear

PHOTOS TAKEN OF INJURY & ANIMAL? X YES _____ NO

WAS ENFORCEMENT ACTION TAKEN? _____ NAME OF PERSON(S) CHARGED IF ANY: _____

PREVIOUS @ LARGE - CFS/RPTS/CHARGES? YES DATES: 05/22/2024 & 12/08/2023

PREVIOUS LOCATIONS ANIMAL HAS LIVED? _____

OFFICER'S NOTES: <u>Dogs were tied up but escaped</u>	
REPORTING OFFICER <u>C50 Michel 148</u>	STATUS (CHECK ONE) <u>ACTIVE</u> <u>INACTIVE</u> CLEARED BY ARREST <u>WARRANT ARREST</u>
SECOND OFFICER	SUPERVISOR APPROVING <u>Sparks</u> OFFICER NO. <u>118</u>

CASE NO: 2025-01307

INCIDENT		ADDRESS OF OCCURRENCE		OCCURRENCE TIME DATE DAY			
ANIMAL VS HUMAN		807 N Tct		1120 1/13/25 Monday			
ANIMAL VS ANIMAL	X						
PERSON REPORTING OFFENSE		ADDRESS		DOB	SEX	RACE	PHONE
Jeffrey on 701		807 N Tct			M	W	515-975-2204
VICTIM - FIRM NAME IF APPLICABLE		ADDRESS		DOB	SEX	RACE	PHONE
PARENT OR GUARDIAN IF VICTIM IS A JUVENILE		ADDRESS		DOB	SEX	RACE	PHONE
ANIMAL OWNER		ADDRESS		DOB	SEX	RACE	PHONE
Tof Poinexter		610 Brookwood		04/09/99	M	W	515-850-8132

BITING ANIMAL REPORT

ANIMAL NAME: _____ BREED OF ANIMAL: 2 Huskies WAS THE ANIMAL TIED UP OR CONFINED? YES

ANIMALS AGE: 2 ANIMALS SEX: M/F ANIMALS COLOR(S): White & Black

HAS ANIMAL BEEN VACCINATED FOR RABIES? NO WHEN: _____

IS ANIMAL LICENSED? NO WHERE: _____ WHEN: _____

COPY OF VET RECORDS? N/A IS ANIMAL MICROCHIPPED? _____

HAS ANIMAL PREVIOUSLY BITTEN? X YES _____ NO _____ HUMAN X ANIMAL

PLACE OF ANIMAL IMPOUNDMENT: 610 Brookwood

DATE ENTERED: 1/13/25 DATE RELEASED: 1/23/25

WHERE WAS ANIMAL AND VICTIM AT TIME OF BITING: In own fenced in yard

ATTENDING PHYSICIAN OF VICTIM: _____

MEDICAL RELEASE? _____ EXTENT OF TREATMENT _____

SITE OF WOUND: Back EXTENT OF INJURY Penetrating wounds

PHOTOS TAKEN OF INJURY & ANIMAL? X YES _____ NO

WAS ENFORCEMENT ACTION TAKEN? _____ NAME OF PERSON(S) CHARGED IF ANY: _____

PREVIOUS @ LARGE - CFS/RPTS/CHARGES? YES DATES: 05/22/2024 & 12/08/2025

PREVIOUS LOCATIONS ANIMAL HAS LIVED? _____

OFFICER'S NOTES: Dogs were tied up but escaped	
REPORTING OFFICER	STATUS (CHECK ONE) _____ ACTIVE _____ INACTIVE
CSO Michels 148	_____ CLEARED BY ARREST _____ WARRANT ARREST
SECOND OFFICER	SUPERVISOR APPROVING
	Sparkus
	OFFICER NO.
	118

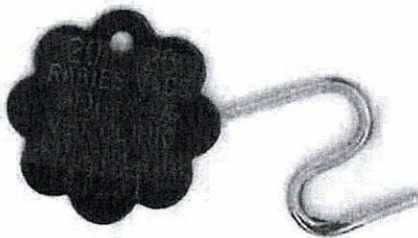
Indianola Veterinary Clinic
2201 N Jefferson
Indianola, IA 50125
(515) 961-6201

RABIES VACCINATION CERTIFICATE

RABIES TAG # 47131		
MICROCHIP #		
LAST NAME Ripperger	FIRST NAME Kaitlyn	TELEPHONE # (515) 777-9367
ADDRESS 610 Brookwood Dr., INDIANOLA, IA 50125		

ANIMAL NAME: Sheba	SPECIES: Canine	BREED: Husky Mix	SEX: F
COLOR: Black & White	WEIGHT: 50.8lbs.	AGE: 3 years and 4 months	

DATE VACCINATED: 01/14/2025	NEXT VACCINATION DUE BY: 01/14/2026		
Product Name: Nobivac 3	Veterinarian's Name: McKenna von Rentzell, License Number: 9290 Veterinarian's Signature: <i>McKenna von Rentzell, DVM</i>		
Manufacturer: Merck			
Vaccine Duration: 1 year			
Vaccine Serial (Lot) Number: 746384			



Indianola Veterinary Clinic
 2201 N Jefferson
 Indianola, IA 50125
 (515) 961-6201

RABIES VACCINATION CERTIFICATE

LAST NAME Ripperger		FIRST NAME Kaitlyn	TELEPHONE # (515) 777-9367
ADDRESS 610 Brookwood Dr., INDIANOLA, IA 50125			

RABIES TAG # 46951
MICROCHIP #

ANIMAL NAME: Marco	SPECIES: Canine	BREED: German Shepherd Mix	SEX: M
COLOR: TRI	WEIGHT: 64.8lbs.	AGE: 3 years and 2 months	

DATE VACCINATED: 01/14/2025	NEXT VACCINATION DUE BY: 01/14/2026
--------------------------------	--

Product Name: Nobivac 3	Veterinarian's Name: McKenna von Rentzell, License Number: 9290 Veterinarian's Signature: <i>McKenna von Rentzell, DVM</i>
Manufacturer: Merck	
Vaccine Duration: 1 year	
Vaccine Serial (Lot) Number: 746384	





INDIANOLA POLICE DEPARTMENT

ORI **IA0910100**

INCIDENT REPORT

Case Number **2025-01307**☐ Juvenile IncidentHow Reported **Phone**Reported Date **01/13/2025**

INCIDENT INFORMATION

Date Occurred		Day of Week		Time Occurred		Assigned			
From	01/13/2025	to	01/13/2025	Monday	From	1117	to	1120	01/13/2025 1120
Dispatched Location								Arrived	01/13/2025 1126
Actual Location								Cleared	01/13/2025 1425
Incident Address		801 N. S Ct./806 N. U St./807 N. T Ct.						District	Northwest
City, ST Zip		Indianola, IA 50125						Sub-Beat	

REPORTING PARTY 1

Reporting Party	Sex	Birth Date	Age		
Espenmiller, Sandy				☐ Juvenile	
Eye Color	Hair Color	Race	Ethnicity	Height	Weight
DL #	Other ID #	Other ID Type			

PERMANENT ADDRESS

Address	City	State	Zip
Local Phone #	Cell Phone #	Work Phone #	
5157717213			

Notes

VICTIM 1

Victim Name	Victim Type	Sex	Birth Date	Age		
	Society-Public				☐ Juvenile	
Eye Color	Hair Color	Race	Ethnicity	Height	Weight	
DL #	Other ID #	Other ID Type				

PERMANENT ADDRESS

Address	City	State	Zip
Local Phone #	Cell Phone #	Work Phone #	

SUSPECT 1

☐ Unknown ☒ Located ☒ Identified ☐ Present ☐ Juvenile ☐ Wanted ☒ Arrested Arrest **2025-01307**

Name **Poindexter, Tor Alexander** Sex **Male** DOB **04/09/1991** Age (range) **33** Height **506** Weight **215 lbs.** DL # **IA 123BB2147**

Eyes **Hazel** Hair **Blond or** Race **White** Ethnicity **Unknown** Other ID # Other ID Type

PERMANENT ADDRESS

Address **610 Brookwood Dr.** City **Indianola** State **IA** Zip **501250000**

Local Phone # **5157779367** Cell Phone # **5158508132** Work Phone #

RELATIONSHIP OF VICTIM(S) TO SUSPECT:
No victim relationships.

Suspect Type

None

Notes

SUSPECT 2

☐ Unknown ☒ Located ☒ Identified ☐ Present ☐ Juvenile ☐ Wanted ☐ Arrested Arrest

Name **Ripperger, Kaitlyn Christine** Sex **Female** DOB **11/01/1988** Age (range) **36** Height **507** Weight **180 lbs.** DL # **IA 768YY4138**

Eyes **Hazel** Hair **Brown** Race **White** Ethnicity **Non-Hispanic** Other ID # Other ID Type

PERMANENT ADDRESS

Address **610 Brookwood Dr.** City **Indianola** State **IA** Zip **50125**

Local Phone # **5157779367** Cell Phone # **5157779367** Work Phone #

SEASONAL ADDRESS

Address City State Zip Country

Perm. Phone # Parent Cell # Work Phone #

RELATIONSHIP OF VICTIM(S) TO SUSPECT:
No victim relationships.

Suspect Type

None

Notes

OFFENSE 1

Offense	Date	State	Statute	Local Code	UCR	AB Group
Animal at Large -city				IN/55.08		
Activity	Weapon	Special Circumstances		LINKED SUSPECT(S) Poindexter, Tor Alexander LINKED VICTIM(S)		
Status	Completed	Location	Residence / Home			
Method of Entry		Location #2				
Point of Entry		Gang Activity				
No. Premises Entered		Premises Inhabited	☐ Yes ☒ No	Suspect(s) suspected of using		
☐ Bias / Hate Crime	Victim(s) suspected of using		☐ Alcohol			
Type	None (No Bias)		☐ Drugs			
Target Code			☐ Computer Equip			
Affiliation			☒ Not Applicable			

OFFENSE 2

Offense	Date	State	Statute	Local Code	UCR	AB Group
Dog or other Animal bite Report						
Activity	Weapon	Special Circumstances		LINKED SUSPECT(S) Ripperger, Kaitlyn Christine Poindexter, Tor Alexander LINKED VICTIM(S) No linked victims.		
Status	Completed	Location	Residence / Home			
Method of Entry		Location #2				
Point of Entry		Gang Activity	No gang activity			
No. Premises Entered		Premises Inhabited	☐ Yes ☒ No	Suspect(s) suspected of using		
☐ Bias / Hate Crime	Victim(s) suspected of using		☐ Alcohol			
Type	None (No Bias)		☐ Drugs			
Target Code			☐ Computer Equip			
Affiliation			☒ Not Applicable			

VEHICLE 1

License	State	Year	VIN	Owner
KLG698	IA	2004	KL1TJ52694B168875	
Make	Model	Color		
CHEVROLET	AVEO, CHEVROLET	White		
Description				

STATUS

Exceptional Clearance **Not applicable**

Exceptional Clearance Date

Case Status **Cleared By Arrest** CFS # **2025-01307**

☐ Weapon Involved ☐ Force Involved ☐ Reviewed

☐ Accident Involved Accident

Officer	Responsibility
Byrd, Katelyn 201	1st Clerical
Sparks, Tye 118	Shift Supervisor
Michels, Kevin 148	Reporting Officer

NARRATIVE #1

ORI	Case Number	Date	Officer	Badge
IA0910100	2025-01307	01/13/2025	Michels, Kevin	148

On 01/13/2025 at approximately 1117 I, CSO Michels, got a call about 2 dogs that had jumped a fence and attacked her two dogs. I went en route to the scene and searched for the dogs in the area. I was unable to locate them immediately and went to meet with the RP Sandy McGraw. McGraw advised that two dogs had jumped her chain-link fence and attacked her two dogs that were in her yard. She said the two dogs then took off and her dogs were brought inside where she found very minor injuries on one of her dogs. I drove around and located the dogs on N T Ct where I tried to call for the dogs. They were not interested in me and continued running around the neighborhood. At one point the dogs tried to attack a dog in its front yard/porch and I yelled at the two husky dogs on the loose and they left the dog alone. I called Kiya Koda to come out and assist with trying to catch the dogs. They sent a truck out and I waited on them while trying to keep an eye on the dogs. The dogs were able to jump all the chain-link fences in the neighborhood easily and were fast runners. Kiya Koda was unable to capture the dogs either but were able to make contact with who they believed to be the owners of the huskies.

While searching for the dogs I continuously got updates from people about spotting the dogs. Eventually the female owner of the dogs, Kaitlyn Ripperger, made it to the area and was able to get them in her car. I made contact with Ripperger and advised her I need to make a dog bite report. I followed her to her house at 610 Brookwood Dr. Once I arrived there I started the report. While making the report, the other dog owner Tor Poindexter arrived at his house. I completed the rest of the report with Poindexter and while doing that I got another call from dispatch that another person's dog was attacked by the loose dogs. I finished the report and went to meet with the victim, Wanda Johnson, where I observed her dog have a few bite wounds. I advised her of the situation and she was going to take her dog to the vet to get it checked out. Poindexter advised to me that he wishes to cover the vet bills for the dog that was injured.

I went back to the Police Department to complete the report and while at the PD I got another call about another victim, Jeffrey Onstot, saying his dog was bit also. I went to his house and saw that his dog has multiple bite punctures. He advised he is not going to take his dog to the vet at this point. The two huskies that were on the loose had at-home administered shots and the vet clinic would not recognize that as official so the dogs were taken the next day to get their shots and vaccines and copies were brought to the PD.

Case is department inactive.

NARRATIVE #2

ORI	Case Number	Date	Officer	Badge
IA0910100	2025-01307	01/24/2025	Brown, Nicole	135

On 01/24/2025 I, Detective Brown, cited and released Tor Poindexter (DOB 04/09/1991) for animal at large. A C&A was completed and added to the case file.

On this same date I served Poindexter with notice of a city council hearing for a vicious animal that is dated February 3rd, 2025 at 1800HRS for his dogs. This notice was signed by Poindexter and myself and has been added to the case file.

This concluded my involvement in this case and the case status will be changed to cleared by arrest.



INDIANOLA POLICE DEPARTMENT

INCIDENT REPORT

ORI **IA0910100**Case Number **2025-01307**☐ Juvenile IncidentHow Reported **Phone**Reported Date **01/13/2025**

INCIDENT INFORMATION

Date Occurred		Day of Week	Time Occurred		
From	01/13/2025	to	01/13/2025	Monday	From 1117 to 1120
Assigned					01/13/2025 1120
Arrived					01/13/2025 1126
Cleared					01/13/2025 1425
District					Northwest
Sub-Beat					
Dispatched Location					
Actual Location					
Incident Address 801 N. S Ct./806 N. U St./807 N. T Ct.					
City, ST Zip Indianola, IA 50125					

OTHER PERSON 1

Name	Type of Person	Sex	Date of Birth	Age	☐ Juvenile
Onstot, Jeffrey Alan	Other	Male	04/20/1967	57	
Eye Color	Hair Color	Race	Ethnicity	Height	Weight
Green	Unknown or	White	Non-Hispanic	602	
DL #	Other ID #	Other ID Type			
IA 967AA1794					

PERMANENT ADDRESS

Address	City	State	Zip
807 N. T Ct.	Indianola	IA	50125
Local Phone #	Cell Phone #	Work Phone #	
5159752204	5159752204		

OTHER PERSON 2

Name	Type of Person	Sex	Date of Birth	Age	☐ Juvenile
Johnson, Wanda Lynn	Other	Female	01/06/1954	71	
Eye Color	Hair Color	Race	Ethnicity	Height	Weight
Green		White	Non-Hispanic	503	
DL #	Other ID #	Other ID Type			
IA 113AA1909					

PERMANENT ADDRESS

Address	City	State	Zip
806 N. U St.	Indianola	IA	50125
Local Phone #	Cell Phone #	Work Phone #	
5155770421	5155770421		

OTHER PERSON 3

Name	Type of Person	Sex	Date of Birth	Age	☐ Juvenile
Espenmiller, Sandy Ann	Other	Female	09/15/1973	51	
Eye Color	Hair Color	Race	Ethnicity	Height	Weight
Brown	Unknown or	White	Non-Hispanic	508	
DL #	Other ID #	Other ID Type			
IA 729XX5040					

PERMANENT ADDRESS

Address	City	State	Zip
801 N. S Ct.	Indianola	IA	50125
Local Phone #	Cell Phone #	Work Phone #	
5159621226	5157717213		

Notes

STATUS

Exceptional Clearance **Not applicable**

Exceptional Clearance Date

Case Status **Cleared By Arrest** CFS # **2025-01307**

☐ Weapon Involved ☐ Force Involved ☐ Reviewed

☐ Accident Involved Accident



Arrest Report Indianola Police Department

Case Number: 2025-01307

ORI: IA0910100

Arrest Number: 2025-01307

IDENTIFICATIONNo Photo
on File

Name (Last, First Middle)				Nickname/Alias			
Poindexter, Tor Alexander							
Home Address		City		State	Zip	Phone	
610 Brookwood Dr.		Indianola		IA	501250	(515)777-9367	
Sex	Date of Birth	Age	Resident	Ethnicity	Height	Weight	
Male	04/09/1991	33	Resident	Unknown	5'06"	215 lbs.	
Race			Hair			Eyes	
White			Blond or Strawberry			Hazel	
Driver's License #		FBI #		SID #			
IA 123BB2147							

ARREST

Location of Arrest (City, ST, Zip)

610 Brookwood Dr., Indianola, IA 50125

Condition	Drunk (NA)	Sober (Y)	Resisted Arrest? (NA)	Armed? (N)	Weapon	Additional Weapon
	Drinking (NA)	Narcotic (NA)	Injuries? (NA)		Unarmed	

Date Occurred	Date Arrested	Time Arrested	Type of Arrest
	01/24/2025	1115	Summoned or cited

Offense	UCR	State Statute	Local Statute
1 Animal at Large -city			IN/55.08

Arrest Disposition If out on release, what type?
Released (Adult Status)

JUVENILE

Released To	Juvenile Disposition
-------------	----------------------

Parent or Guardian (Last, First MI)	Address	City	State	Zip	Phone
-------------------------------------	---------	------	-------	-----	-------

VEHICLE

Year	Make	Model	Style	Color	LIC	LIS	LIY
------	------	-------	-------	-------	-----	-----	-----

VIN	Impounded
	☐ Yes ☒ No

MISCELLANEOUS

Miranda By	Date	Time
Arresting Officer	Supervisor	Additional incidents cleared in this jurisdiction:
135 Brown, Nicole		
Drug Activity	Drug Type	

Beat / District / Zone Northwest

No Narrative



MEMORANDUM

To: Mayor and City Council
From:
Date: February 3, 2025
Subject: Consideration of the determination of vicious animals.

Recommendation: According to Chapter 56.05 (2), after the hearing, the Council shall determine if an animals are vicious. If the animals are determined to be vicious, the Council shall order the person owning, sheltering, harboring or keeping the animals to cause it to be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom it was issued to in the same manner as the notice of hearing.

A motion with roll call vote is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

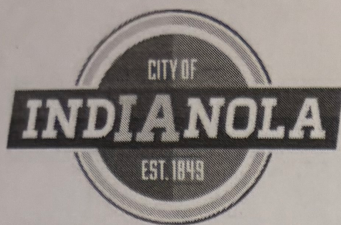
From: Cassandra Hofer, Deputy City Clerk

Date: February 3, 2025

Subject: Consideration of the appointment of Al Kratz to the Indianola Public Arts Commission for a term beginning immediately, and ending July 1, 2027.

Recommendation: Roll call is in order.

Attachments: 1. Al Kratz Application 2025



City Clerk's Office

110 N 1st Street, Indianola, IA 50125 • www.indianolaiowa.gov

515-961-9410 phone

Volunteer Application Form to Serve on a City Board or Commission

There are numerous Boards and Commissions to advise the City Council. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interested citizens. This form assists the City Council in evaluating the qualifications of applicants for appointment to a board, commission or committee. When terms have expired or vacancies occur, appointments are made during regular City Council meetings that take place on the first and third Monday. The applicant's qualifications may be discussed during the public meeting.

To be considered, individuals must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

*Citizens applying for a position must live within City limits unless applying for the IMU Board of Trustees, Human Relations Commission, Hometown Pride or Sustainability Committees.

Personal Information

Name: AL KRATZ		Today's Date: 1-20-25
Street Address: 210 W LINCOLN AVE		
City, State, Zip: INDIANOLA, IA 50125		Years Resided in Indianola: 8
Email: alKratz1969@gmail.com		
Home Phone:	Cell Phone: 515-491-1761	Work Phone:
Occupation: I.T. DIRECTOR		
Gender (Optional): M	Age (Optional): 55	Race (Optional): WHITE
Have you previously volunteered on a City Board, here or elsewhere? No		
Board Name:	Years Served:	City:
Application for (Name of Board/Commission or Committee): INDIANOLA PUBLIC ARTS COMMISSION		
Why do you want to serve on this Board/Commission or Committee? WITH UPCOMING RETIREMENT, I WANT TO DEDICATE SOME OF MY TIME TO INDIANOLA AND AM SPECIFICALLY INTERESTED IN SUPPORTING ARTS AND CULTURE IN THE COMMUNITY.		
What will you contribute to this Board/Commission or Committee? A PRAGMATIC APPROACH PLUS A PASSION FOR THE ARTS AND WAYS IT CAN BENEFIT THE AREA.		

Please attach additional pages if necessary.

Allen Kratz

210 W Lincoln Ave
Indianola Iowa 50125
515-491-1761
alkratz.com

Education & Work

1995 Des Moines Area Community College: **Associate in Applied Science Degree with Presidential Honors**
1995- Current ITS, Inc. The SHAZAM Network: Currently **Director of Hybrid and Automation Technology**

Writing

Consulting Editor, New Flash Fiction Review 2018- Current

- Managing Editor: 2021-2022
- Web Content Publisher: 2020-2022
- Social Media Director: 2019-2021

Freelance Book Reviewer 2014-Current

- Write fiction reviews and miscellaneous columns supporting the work of small presses.
- Member of the National Book Critics Circle.
- Review Writer for Alternating Current Press 2014-2018

Books

- The Tony Bone Stories, Ad Hoc Fiction 2021
- Off the Resting Sea, above/ground Press 2021

Publications

- Fiction Publications Listed at: <https://alkratz.com/2023/02/18/publications/>
- Work with Alternating Current Listed at: <https://medium.com/@alkratz>

Art Exhibits

- *Merge*: A multimedia experience of words and images, Simpson College Spring 2025
- *Merge*: A multimedia experience of words and images, Johnston Public Library Fall 2024

Workshops

- 2013 Iowa Summer Writing Festival: Short Story Writing with Mark Poirier
- 2014 Iowa Summer Writing Festival: Short Story Writing with Sarah Stickley
- 2015 Kenyon Review Writers Workshop: Fiction with Nancy Zafaris
- 2016 Iowa Summer Writing Festival: Novel Workshop with Gordon Mennenga
- 2017 Iowa Summer Writing Festival: Novel Workshop with Amy Hassinger
- 2018 Iowa Summer Writing Festival: Short Story Writing with Anjali Sachdeva
- 2019 Story Seminar by Robert McKee
- 2021 Bending Genres Retreat: Writing with Robert Vaughn and Meg Tuite
- 2022 Bending Genres Retreat: Writing with Robert Vaughn and Meg Tuite
- 2023 Yale Writers' Workshop: Novel workshop with Sergio Troncoso

Awards and Nominations

- 2017 Best Small Fictions Nomination for “[It’s Been a Long Time Since I’ve Rock and Rolled](#)” by Jellyfish Review
- 2020 Best Small Fictions Nomination for “[The Slippery Footed Man](#)” by Pithead Chapel
- 2021 Bath Novella-in-Flash Award Runner Up for “[The Tony Bone Stories](#)” by Ad Hoc Fiction
- 2023 Best American Essays Nomination for “[Long Patience](#)” by Ruby Literary
- 2023 Best American Food Writing Nomination for “[Long Patience](#)” by Ruby Literary
- 2023 Pushcart Prize Nomination for “[Long Patience](#)” by Ruby Literary
- 2023 Best Small Fictions Nomination for “[Untied](#)” by Janus Literary



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: February 3, 2025
Subject: Consideration of the appointment of Rachel Terlop to the Indianola Public Arts Commission for a term beginning immediately, and ending July 1, 2027.

Recommendation: Roll call is in order.

Attachments: 1. Terlop 2025 IPAC Application



City Clerk's Office

110 N 1st Street, Indianola, IA 50125 • www.indianolaiowa.gov

515-961-9410 phone

Volunteer Application Form to Serve on a City Board or Commission

There are numerous Boards and Commissions to advise the City Council. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interested citizens. This form assists the City Council in evaluating the qualifications of applicants for appointment to a board, commission or committee. When terms have expired or vacancies occur, appointments are made during regular City Council meetings that take place on the first and third Monday. The applicant's qualifications may be discussed during the public meeting.

To be considered, individuals must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

*Citizens applying for a position must live within City limits unless applying for the Downtown Square Commission, IMU Board of Trustees, Human Relations Commission, Hometown Pride or Sustainability Committees.

Personal Information

Name:		Today's Date:	
Street Address:			
City, State, Zip:		Years Resided in Indianola:	
Email:			
Home Phone:	Cell Phone:	Work Phone:	
Occupation:			
Gender:	Age (Optional):	Race (Optional):	
Have you previously volunteered on a City Board, here or elsewhere?			
Board Name:	Years Served:	City:	
Application for (Name of Board/Commission or Committee):			
Why do you want to serve on this Board/Commission or Committee?			
What will you contribute to this Board/Commission or Committee?			

Please attach additional pages if necessary.

Boards, Commissions and Committees

□ Board of Adjustment/Appeals meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. The City Council appoint this Commission.
□ Bravo is comprised of local governments to provide funding and leadership to the arts, culture and heritage community. One Indianola resident can serve on the Board of Directors of Bravo under the intergovernmental agreement between the City of Indianola and Bravo.
□ Civil Service Commission meets on-call. The Commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The Commission consists of three members that serve 4- year terms.
□ Downtown Square Commission consists of property owners, business owners and residents in the Downtown Square area. This Commission is responsible for recommending sidewalk and street use permits, street closure permits and reviewing façade grant applications. The Commission consists of 9 members who serve 3-year terms. The City Council appoint commission members.
□ Hometown Pride Committee meets once a month. The Committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2-year terms.
□ Human Relations Commission fosters the use of the procedures and programs of the Iowa Civil Rights Commission and increases awareness, understanding and appreciation of diversity, equity and inclusion within the community. The Commission consists of 7 members who serve 3-year terms.
□ IMU Board of Trustees meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.
□ Indianola Public Arts Commission is comprised of 7 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community. They meet on the 4th Thursday of the month.
□ Indianola Wellness Campus Board of Trustees consists of 7 members appointed by the Mayor. This board adopts rules, policies and regulations governing the use of the facility to foster recreational and wellness activities for the community. They meet monthly at the campus.
□ Library Board of Trustees meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures, rooms, and personnel. The Board consists of seven members serving 6-year terms.
□ Park and Recreation Commission meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This Commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The Commission consist of six members serving 3-year terms.
□ Planning and Zoning Commission meets the second and fourth Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This Commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The Commission consists of 9 members who serve 5-year terms. The City Council appoint this Commission.
□ Sustainability Committee educates, informs, and encourages clean, renewable energy, conserving resources, reducing waste, encouraging recycling and promoting access to nature. The Committee meets the first Thursday of the month at 5:00 p.m.. The City Council appoints committee members.
□ Veterans Memorial Aquatic Center Commission meets quarterly at 5:30 p.m. at the Activity Center. The Commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.

Reverend Doctor Rachel Terlop

EDUCATION

Ph.D. in Transpersonal Counseling, University of Metaphysical Sciences (2022)

Ordained: Revered through the Wisdom of the Heart Church

*Dissertation: Engaging In The Artist's Way With Tarot As A Mediating Tool:
A Hermetics Photovoice Self-Study*

Ph.D. in Early Childhood Special Education, George Mason University (Anticipated 2025)

Dissertation Proposal Committee: Dr. Leslie La Croix, Dr. Kimberly Sheridan, and Dr. Grace Francis

M.Div, Master of Divinity, University of Metaphysical Sciences (2022)

B.Div, Bachelor of Divinity, University of Metaphysical Sciences (2020)

M.A.T, Master of Arts in Teaching, Trinity Washington University (2017) with specialization in Early Childhood Education

B.S.Ed, Bachelor of Science in Education, Baldwin-Wallace University (2013) with a specialization in Early Childhood Education/Elementary Education Licensure Endorsement

ACADEMIC TEACHING EXPERIENCE

Simpson College

Professor of Teacher Education, Early Childhood Special Education

Fall 2023 - Present, Indianola, Iowa

EDUC 231: Foundations of Inclusive Education

EDUC 324/324P: Elementary Special Education Methods + Practicum

EDUC 330: Inclusive Early Childhood Methods

EDUC 334: Early Childhood Classroom Environment, Relationships, and Management

EDUC 335: Special Education Teaming, Assessment, and Intervention

EDUC 352: Inclusion Team & Assessment B-8

Trinity Washington University

2017- 2019 Adjunct Professor, Trinity Washington University, Washington, D.C.

EDCC 207: Development of Learning Experiences in Early Child Education

EDCC 211: Development of Early Childhood Oral Language and Literacy Skills

EDCC 250: Technology in Education

EDCC 301: Classroom Management

EDCC 340: Teaching and Learning

EDTE 421: Emergent Literacy

MIDDLE AND HIGH SCHOOL TEACHING EXPERIENCE

Literacy Teacher

July 2022 - May 2023

The Sycamore School, Arlington, VA

EARLY CHILDHOOD SPECIAL EDUCATION & ELEMENTARY TEACHING EXPERIENCE

First-Grade Inclusion Teacher

August 2019 – November 2021

Pine Spring Elementary, Fairfax, VA

Third-Grade Inclusion Teacher

August 2018 – June 2019

John W. Ross Elementary School, Washington, D.C.

First/Second Grade Inclusion Teacher

August 2015 – June 2018

Amidon-Bowen Elementary School, Washington, D.C.

Self-Contained Autism Teacher, Kindergarten

June 2016 – July 2016

Amidon-Bowen Elementary School, Washington, D.C.

Year 3 Form Teacher, Early Childhood

August 2014 – July 2015

Kenton College Preparatory School, Nairobi, Kenya

Long-Term Substitute, Early Childhood, Grade 5

April 2014 – June 2014

Liberty Elementary School, Frederick, MD

Teacher, 4-Year-Old Kindergarten

August 2013 - March 2013

Good Shepherd Preschool, Green Bay, WI

PUBLICATIONS AND OTHER SCHOLARLY PRODUCTS

PEER REVIEWED JOURNAL ARTICLES

Holub, J. & Terlop, R. (2024). Bridging ISTE Standards to Teacher Education: Exploring New Frontiers with Educational Technologies, Generative AI, and Faculty Development. In J. Cohen & G. Solano (Eds.), Proceedings of Society for Information Technology & Teacher Education International Conference (pp. 2338-2342). Las Vegas, Nevada, United States:

Association for the Advancement of Computing in Education (AACE). Retrieved April 1, 2024 from <https://www.learntechlib.org/primary/p/224313/>.

Terlop, R. (2024). Kenya in May: Planning, Development, and Feedback for an Autism Spectrum Disorder Teacher Education Endorsement. In J. Cohen & G. Solano (Eds.), *Proceedings of Society for Information Technology & Teacher Education International Conference* (pp. 1564-1566). Las Vegas, Nevada, United States: Association for the Advancement of Computing in Education (AACE). Retrieved April 1, 2024 from <https://www.learntechlib.org/primary/p/224193/>.

Terlop, R. (2022). The dark knight rises: A marxism-feminist cinematic revelation, not yet a revolution. *Critique: Journal of Socialist Theory*.
<https://doi.org/10.1080/03017605.2022.2051340>.

PEER-REVIEWED JOURNAL ARTICLES UNDER REVIEW

Terlop, R. (2022). Early childhood and elementary professional standards inform inclusive virtual instruction. *Teacher Development*. Under review.

Wade, C.B., Coogle, C.G., & Terlop, R. Supporting families' social emotional strategy use during everyday routines: Steps for educators. Submitted to *Journal of Special Education Apprenticeship*. March, 2022. Under review.

BOOKS AND BOOK CHAPTERS

Eaton, M. (2025). *Paisley, the Seeing Eye Girl* (R. Terlop, Illustrator.)

Terlop, R. (2020). *Maggie the moomaid*. Herndon, VA: Mascot Books.

Terlop, R. (2022). Speech and language acquisition in the context of remote learning: Early childhood special education. In the *Handbook of Research on adapting remote learning practices for early childhood and elementary school classrooms* (pp. 614–635). essay, Information Science Reference, an imprint of IGI Global.

Terlop, R. E., & Vargas-Ewing, J. (2021). Choosing culturally, linguistically, and cognitively diverse distance learning platforms: Correlations across early childhood professional standards to promote inclusion. In *Transforming Teachers' Online Pedagogical Reasoning for Teaching K-12 Students in Virtual Learning Environments* (pp. 67–85). essay, IGI Global.

ART EXHIBITS AND PUBLICATIONS

Terlop, R. (2024, August-September). *Pursuit of Happiness*. [Gallery Installation]. Simpson College Gallery of Art and Design, Indianola, Iowa.

Terlop, R. (2024, May-June). *The Gallery* [Installation]. The Village Senior Living Community. Indianola, Iowa.

Terlop, R. (2024, May 1). UDL (p. 47). Sequel 2023-2024. issuu.
https://issuu.com/simpsoncollegepublications/docs/sequel_2024_single_page_fr=xIAEoAT3_NTU1

Terlop, R. (2024, May 1). A Silent Voice Book Club (p. 54). Sequel 2023-2024. issuu.
https://issuu.com/simpsoncollegepublications/docs/sequel_2024_single_page_fr=xIAEoAT3_NTU1

Terlop, R. (2024, March). *ArtLight: Crab Adderall*. NRAC connections.

Terlop, R. (2024, January-April). *Animals on display* [Installation]. Vintage Hills Assisted Living Facility, Indianola, Iowa.

Terlop, R. (2023, October). *I'm Glad We're Here* [Installation]. Pella Community Center, Pella, Iowa.

Terlop, R. (2023, October 2-27). North River Arts Council Member Art Exhibit at Simpson Gallery. Indianola; Iowa.

Terlop, R. (2023, September 23). Pancakes and Booze Art Show. Minneapolis, Minnesota.

Terlop, R. (2023, September 17). Paint Madison County. Winterset; Iowa.

Terlop, R. (2023, April 13). Pancakes and Booze Art Show at Hook Hall. Washington, District of Columbia.

Terlop, R. (2022). *The Lovers* [Projected September 22-26, 2022 on the windows of the gallery.] VisArts 156, Rockville, Maryland.

Terlop, R. (2022). *Women's History Month* [March 5, 2022 – June 8, 2022]. Northside Social, Arlington, Virginia.

BLOGS AND NEWSLETTERS

Terlop, R. (2024, December 4). *Artistic interpretation of Braille: Visual coding through linocut stamps and symbolic imagery. The manual* - American Educational Research Association (AERA) Graduate Student Council (GSC) Newsletter, 26, 17.

Terlop, R., Schuler, K., Runyon, B., Long, K., Johnson, M., Dunham, M., & Haskell, M. (2024,

December 4). *The manual* - American Educational Research Association (AERA) Graduate Student Council (GSC). *Newsletter*, 26, 17.

Mews, C. & Terlop, R. Book review: *El Deafo* by Cece Bell. American Educational Research Association (AERA) Graduate Student Council (GSC) *Newsletter*, *The Manual* [Internet]. 2024 April; 24(14).

Patrick, W., & Terlop, R. (2023, December). *Sensory: Life on the Spectrum*, an autistic comics anthology. American Educational Research Association (AERA) Graduate Student Council (GSC) *Newsletter*; *The Manual*, 23(12).

Terlop, R., & Brackins, T. (2022, November 9). TSS Celebrates Coming Out Day [web].

Retrieved from <https://thesycamoreschoolva.org/tss-celebrates-coming-out-day/>.

Terlop, R. (2021, October 4). *The lesson plan*. Eat Darling Eat. Retrieved October 4, 2021, from <https://www.eatdarlingeat.net/post/the-lesson-plan>.

REFEREED LOCAL PRESENTATIONS

Terlop, R. (2025, January 10). *AI for Childhood Special Education and Culturally Relevant Children's Books*. *Simpson College Artificial Intelligence Showcase*. Indianola; Iowa.

Terlop, R. (2024c, December). *Maggie the Moomaid: Reading with Q&A*. *George Mason University Early Childhood Inclusive Education 2024 End of Year Literacy Celebration*. Fairfax; Virginia.

Holub, J. & Terlop, R. (2024, September 28). "Bridging ISTE Standards and UDL Framework in Teacher Education". Presentation at North Central Association for Science Teacher Education, Cedar Falls, IA.

Terlop, R. (2024, July). Alpha Delta Kappa, North Central Region Conference. Incorporating Technology into Educational Settings. Conference. Des Moines, Iowa.

Terlop, R. (2023, October 9 - 11). I'm Glad We're Here [Guest Speaker]. Pella Community Center, Pella, Iowa.

Terlop, R. E. (2021). Distance Learning Platforms and Pedagogy: Correlations Across Early Childhood, [Conference Presentation]. Student Virginia Educators Association (SVEA) Aspiring Educator Convention, Virtual Conference.

Terlop, R. E. (2020). In Building Resilience as a Staff Through Family Engagement, [Conference Presentation]. Student Virginia Educators Association (SVEA) Aspiring Educator Convention, Virtual Conference.

Terlop, R. E. (2020). Elementary Student Teaching in the Time of COVID-19: The Seven Elements of Consideration, [Conference Presentation]. Virginia Educators Association (SVEA) Annual Educator Convention, Virtual Conference.

Terlop, R. E. (2020, November). Trinity Talks; Maggie the Moomaid, [Virtual Speaker]. Trinity Washington University, Virtual Event.

REFEREED NATIONAL CONFERENCES & PRESENTATIONS

Terlop, R. E. and Holub, J. (2024, March 28). Bridging UDL and ISTE standards for teacher education: exploring new frontiers with educational technologies, generative AI, and faculty development. [Workshop]. Society for Information Technology & Teacher Education (SITE), Conference. Las Vegas, NV.

Terlop, R. E. (2024, March 28). TPACKed PSTs enhance a field trip: a dissertation around pre-service teachers, field trips, and technology integration. [Face to face]. Society for Information Technology & Teacher Education (SITE), Conference. Las Vegas, NV.

Terlop, R. E. (2024, March 27). Kenya in May: Planning, development, and feedback on an autism spectrum disorder teacher education endorsement. [Face to face]. Society for Information Technology & Teacher Education (SITE), Conference. Las Vegas, NV.

Terlop, R. E. (2023, March 13-17). Speech and language acquisition in early childhood remote learning contexts [Roundtable presentation]. Society for Information Technology & Teacher Education (SITE), Conference. New Orleans, LA.

Terlop, R. E. (2023, March 13-17). The sims: A structured visual scaffold and social story simulation for individuals with autism spectrum disorder [Roundtable presentation]. Society for Information Technology & Teacher Education (SITE), Conference. New Orleans, LA.

Terlop, R. E. (2023, March 13-17). Word worlds: Ubiquitous learning with early childhood education [Poster presentation]. Society for Information Technology & Teacher Education (SITE), Conference. New Orleans, LA.

Abeita, A, Layton, A., & Terlop, R. (2021, June 25). Using CRT to Navigate AERA Proposals: Best Practices and Strategies [Chair July Fireside Chat]. Workshop presented for the American Education Research Association (AERA) Graduate Student Council (GSC), Online.
<https://www.aera.net/About-AERA/Member-Constituents/Graduate-Student-Council>.

Terlop, R. E. (2021, April 1). *Distance learning platforms and pedagogy: correlations across*

- early childhood professional standards* [Conference Presentation]. Society for Information Technology & Teacher Education (SITE), Virtual Conference. <https://academicexperts.org/conf/interactive/2021/>.
- Terlop, R. E. (2021, March 8-13). *Gross motor movement and phonics instruction*, [Conference Presentation]. Council for Exceptional Children (CEC) L.I.V.E., Online. <https://exceptionalchildren.org/convention/2021>.
- La Croix, L., Terlop, R., Yun, S., & Kidd, J. K. (2021, February 10–17). Co-constructing knowledge and empowering voices: Examining virtual literacy exchanges between PSTS and first-grade readers and writers [Paper presentation]. Association of Teacher Educators, Virtual Conference.
- Terlop, R. E. (2021, February 10–17). *Accessibility and inclusion for early childhood learners during distance learning* [Conference Presentation]. Association of Teacher Educators, Virtual Conference.
- Terlop, R. E. (2020, November). *Learning to encode with students participating non-verbally*, [Conference Presentation]. Illinois Council for Exceptional Children (ICEC), Virtual Conference.
- Terlop, R. E. (2020, November). *Nonverbal reading approach (NRA) application to teaching encoding to students participating nonverbally*, [Conference Presentation]. Closing the Gap, Virtual Conference.
- Terlop, R. E. (2020, March). *Limited resource technology integration in rural settings: Bwindi, Uganda*, [Conference Presentation]. Northwest Council for Computer Education (NCCE), Conference, Seattle, WA.
- Terlop, R. E. (2020, February). *Effects of gross motor movement and decoding: diversity and inclusion*, [Conference Presentation]. Opening Minds, Conference. Chicago, IL.
- Terlop, R. E. (2019, February). *Augmentative reality scavenger hunts on field trips, text-based evidence writing exercises, and guided reading*, [Conference Presentation]. Northwest Council for Computer Education (NCCE), Conference. Seattle, WA.
- Terlop, R. E. (2018, February). *Gamification of assessment and integration of technology-based scavenger hunts into elementary classrooms*, [Conference Presentation]. Northwest Council for Computer Education (NCCE), Conference. Seattle, WA.

REFEREED INTERNATIONAL CONFERENCES & PRESENTATIONS

- Terlop, R. (2024b, September). Integrating UDL, ISTE, and TPACK Frameworks to Enhance Informal Learning for Early Childhood Education. The Korean Conference on Education (KCE2025). Virtual Poster Presentation.
- Terlop, R. E. (2021, July). *Code-switching in the math classroom*, [Pre-recorded Presentation]. The Learner Network, Virtual Conference.
- Terlop, R. E. (2020, November). *Supporting non-verbal learners in writing instruction through use of teacher-supported technology integration*, [Conference Presentation]. Online Educa Berlin (OEB), Virtual Conference.
- Terlop, R. E. (2020, October). *Chakra alignment and thinking routines: creating balanced pedagogy in the classroom*, [Conference Presentation]. Religion in Society Research Network, Virtual Conference.
- Terlop, R. E. (2018, June). *The effect of gross-motor movement on decoding ability: using the Wilson language foundations phonics curriculum*, [Virtual Presentation]. The Learner Network, Conference. Athens, Greece.
- Terlop, R. E. (2016, March). *Kenyan experience: Importance of utilizing culture of families and nature in the education of children*, [Roundtable Presentation]. ACEI Global Summit on Childhood, Conference. San José, Costa Rica.

PROFESSIONAL DEVELOPMENT & CONSULTANCY

- Terlop, R. (2024, November 26). Sensory Processing Needs. [Virtual Lecture Facilitator]. Tibetan Department of Education, Virtual Professional Development.
- Terlop, R. (2024, October 31). Autism Spectrum Disorder: Communication, Behavior, and Sensory Needs [Virtual Lecture Facilitator]. Tibetan Department of Education, Virtual Professional Development.
- Terlop, R. (2024, October 24). ADHD and Sensory Needs [Virtual Lecture Facilitator]. Vietnamese Department of Education, Virtual Professional Development.
- Terlop, R. (2024, October 10). Supporting Neurodivergent Learners with UDL and Montessori Principles [Virtual Lecture Facilitator]. Vietnamese Department of Education, Virtual Professional Development.
- Terlop, R. (2024, August 29). Neurodiversity and Autism Spectrum Disorder in Teacher Education [Virtual Lecture Facilitator]. Tibetan Department of Education, Virtual Professional Development.

Hough, L., & Terlop, R. (2024, July). Trauma-Informed Connection & Universal Design for Learning. [Virtual Lecture Facilitator]. Tibetan Department of Education, Virtual Professional Development.

SERVICE

Reviewer of Submissions: SIG-Arts and Learning for the 2025 AERA Annual Meeting

Tibetan Department of Education, Professional Development (July 2024- November 2024)

- Professional development facilitator around Universal Design for Learning and supporting students with neurodiversity in classroom settings

Playground Signboard Project for Picture-Based Communication (Fall 2023 - Present)

- Grants through crowdfunding, Warren County Philanthropic Partnership (WCPP), and Simpson College
- 12 AAC signboards printed and installed on elementary school and public playgrounds across Indianola, Iowa in collaboration with PSTs, local special educators, principals, speech-and-language pathologists, and students
- 2 signboards printed and installed at schools in Nairobi, Kenya
- Collaborated with Indianola Community Youth Foundation (ICYF) and Indianola Parks and Recreation

North River Arts Council, Warren County, Iowa

- Member from July 2023
- Board Member and Secretary from November 2023 - Present

Campus Representative, AERA Division K (Teaching & Teacher Education)

- George Mason University Campus Representative (2020-2021)

Virginia Educators Association (VEA), November 2020

- Invited Presenter: Conference Opening Yoga-Practice

American Educational Research Association (AERA)

- Session Co-Chair, A Community 'AERA' for Peace (February 2021)
- Graduate Student Council (GSC) Newsletter Editor (2020-2021)
- Panelist representative for Division C in a roundtable entitled *Standards for Educational and Psychological Testing*

Society for Information Technology & Teacher Education (SITE) Interactive, October 2021

- Leadership Team: *Social-emotional Impact of Technology*

Jacob's Promise, Invited Author Educator, August 2020, Boston, MA

- "Maggie the Moomaid" is an accessible, digital, interactive read-aloud

Student Teacher Supervisor

- Lori Cullen, George Mason University
- April - May 2020, Distance Learning, First Grade

Alpha Delta Kappa, Virginia Tau Chapter, Invited Speaker

- Virtual Teaching in 1st Grade During COVID-19

Virtual Research Lab, Co-Presenter

- Connecting researchers from across the country in discussing *Young Children's Curiosity About Physical Differences Associated with Race: Shared Reading to Encourage Conversation* by Kemple et al. (2015)

George Mason University, Invited Speaker, February 2019

- ECED 513: Integrating Social Studies Across the Content Areas for Diverse Young Learners

National Association for the Education of Young Children (NAEYC), May 2018, W.D.C.

- "The Day I Graduated" [Campaign](#)

Trinity Washington University Research Colloquium, April 2018, W.D.C.

- Gamification of assessment and integration in early childhood classrooms

National Early Childhood Workforce, September 2017, W.D.C.

- State of Early Childhood Education in the Washington, D.C., Virginia, and Maryland area; Representative from the public school sector

PROFESSIONAL AFFILIATIONS

The National Society of Leadership and Success (NSLS) (2024 - Present)

Kappa Delta Pi, Nu Alpha Chapter, National Honor Society in Education (2023-Present)

Pi Gamma Mu, The Social Science Honor Society (2022 – Present)

Alpha Delta Kappa, Beta Gamma Chapter

- Altruism Chair (2021 – 2023)

Association for the Advancement of Computing in Education (AACE)

- Society for Information Technology and Teacher Education (SITE)
 - Reviewer for SITE 2021, 2022, 2023 Conference Papers and Proposals

American Educational Research Association (AERA)

- Interim Senior Editor of AERA Graduate Student Council (GSC) Newsletter (2020-21)
- Elected Social Media Chair for GSC (2022-2023)
- AERA Conference Proceedings Reviewer (2025)

- Div K – Teaching and Teacher Education

- George Mason University Graduate Student Representative (2020-21)

Yoga Alliance (2018-Present)

- 500-hour Registered Yoga Teacher (RYT-500)

Council for Exceptional Children (CEC) (2019-2022)

- Virginia Council for Exceptional Children
- Div. for Culturally & Linguistically Diverse Exceptional Learners

Technology as an Agent of Change in Teaching and Learning (TACTL) Student (2019-2021)

- Technology, Instruction, Cognition, and Learning

National Association for the Education for Young Children (NAEYC) (2019-2021)

- Northern Virginia Association for the Education of Young Children (NVAEYC)
- Virginia Association for the Education of Young Children (VAAEYC)

Virginia Educators Association (VEA) and Student VEA (SVEA) (2019-2021)

Virginia State Literacy Association (VSLA) (2020-2022)

- Virginia State Reading Association (VSRA)

Association of Teacher Educators in Virginia (ATE-VA) (2020-2022)

TEACHING CERTIFICATES AND ENDORSEMENTS

Ohio Early Childhood Educator

Generalist Endorsement (4th and 5th grade)

Wisconsin Early Childhood Educator

Maryland Early Childhood Educator

Reading Specialist

Washington, D.C. Early Childhood Educator

Reading Specialist

K-12 Special Education

Virginia Early Childhood Educator

Reading Specialist

K-12 Special Education

English to Speakers of Other Languages (ESOL) K-12

Registered Yoga Alliance Teacher (RYT-500)

Breathe for Change Wellness Champion and Social Emotional Learning and Facilitation Coach

Breathe for Change; Change Agent Graduate

Limited Resource Teacher Training (LRTT)

Academic Coach

AWARDS AND HONORS

2022 Family Choice Award, *Maggie the Moomaid*

2020-2021 Outstanding Educator/Teacher of the Year, Falls Church, VA

2020 Mom's Choice Award, *Maggie the Moomaid*

2020 Cox Internet: Heroes of Distance Learning Winner-Virtual Classroom Makeover

2019 Henry Ford Innovation Nation Teacher of the Year

2018 Henry Ford Innovation Nation 1st place
2017 Graduated Magna Cum Laude, Trinity Washington University
2017 Henry Ford Innovation Nation 1st place
2017 Maryland Association of Teacher Educators (MATE) - Distinguished Teacher Candidate Award
2017 Life Changer of the Year (LCOY) Nominee
2016 Life Changer of the Year (LCOY) Nominee

OTHER PROFESSIONAL EMPLOYMENT

Yoga Instructor with Simpson Fitness, October 2023 - Present

- Free weekly yoga class offered to Simpson College faculty and students

The Artist's Way International Group Facilitator, June 2023 - September 2023

- Planned and facilitated a 12-week interactive course with participants from five states and two countries

Wisconsin Department of Natural Resources, June 2023 - April 2024

Curriculum Consultant to Milwaukee Wildlife Conservation Educator Jessica Knackert

- Developed inclusive curriculum by utilizing Universal Design for Learning (UDL) and scaffolded instructional techniques for children with a variety of dis/abilities

Temple Sinai Religious School, June 2022 - December 2022

Course Instructor: *The Mind of an Artist*

- Developed a 10-week curriculum to teach 4th/5th grade students about the life path, techniques, and Judaic influences of artists over time

The GIANT Room, January 2022 – June 2023

Artist in Residence, Chelsea, New York City, New York

- Two-year-old curriculum developer
- Expert in developing and implementing multimodal learning experiences, child-centered learning opportunities
- Specialty skills developed: 3-D printing and Glowforge Laser Cutting

Envision Experience, November 2021 – June 2022

Program Manager for National Youth Leadership Forum Medicine, Tysons Corner, Virginia

- Responsible for residential and medical partnerships with Emory University in Atlanta, Georgia, the University of Maryland, and the University of North Carolina – Chapel Hill
- Developed first-time partnerships with the High Museum of Art, National Gallery of Art, and Atlanta Botanical Garden to provide a tailored curriculum to support the medical curriculum
- Developed program scholarships, especially for students with Deferred Action for Childhood Arrivals (DACA) eligibility

Thrively, February 2021 - 2022

Content builder, author, early childhood education consultant

Author Visit, October 2020

Goshen County Public Schools, Cincinnati, Ohio

Professional Development in Co-Regulation, February 2020

Bright Start Learning Center LLC, Fairfax, VA

Legends of Learning, May-August 2019

K-3 educational standards-aligned gaming editor and consultant

Instructor, Breathe for Change, June-July 2018

Social Emotional Learning and Facilitation Trainer and Yoga Teacher, Washington, D.C.



—Office of the Mayor Pro Tem —

PROCLAMATION Chris Street Day

Whereas, Chris Street was born February 2, 1972, and graduated from Indianola High School; and

Whereas, Chris Street was a multi-sport athlete throughout high school. His athletic ability was undeniable - he was the quarterback of the Indians' football team and an All-Conference baseball player, but his real passion was for the game of basketball; and

Whereas, Chris earned a starting position on the basketball team early on in high school, gaining the attention of Tom Davis, head coach of the Iowa Hawkeyes. Chris helped lead his team to the state tournament and was named First Team All-State his junior and senior seasons; and

Whereas, Chris would go on to attend the University of Iowa and play for the Hawkeyes where he played for Tom Davis. Chris' number 40 was retired by the University of Iowa's Men's Basketball team. To this day he holds the record for the most consecutive free throws made at Iowa; and

Whereas, on January 19, 1993, the entire state of Iowa mourned the tragic loss of Chris after losing his life in an automobile accident;

Now, Therefore, I, Steve Armstrong, Mayor Pro Tem of the City of Indianola, Iowa, do hereby proclaim on what would have been his 53rd birthday, Sunday, February 2, 2025, as

Chris Street Day

in the City of Indianola and urge citizens to celebrate Indianola's basketball legend. In the words of Tom Davis, "Chris represented all that is good about the Midwest and the state of Iowa. He was open, caring, honest, loving and lived life to the fullest every day. We want to remember everything Chris represented. He was one of the greatest Hawkeyes of all time."

In Witness Whereof, I hereunto set my hand and seal this 3rd day of February 2025.

Steve Armstrong, Mayor Pro Tem