



CITY OF INDIANOLA COUNCIL MEETING

April 7, 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 prior meetings
 - D. Approval of Applications
 1. Consideration of the approval of a noise permit for the Warren County Speedway.
 2. Consideration of the approval of a new liquor license for Ganesh Investment, LLC, doing business as D and M Liquor.
 3. Consideration of the approval of a liquor license for Gettin' Slushed South of 35 LLC, doing business as Lucky Wife Wine Slushies, pending staff approval.
 4. Consideration of a liquor license renewal for Indy 66 #928.
 - E. Second consideration of an ordinance amending the municipal code of the City of Indianola, Iowa for change of zoning district boundaries from the A-1 Agricultural/Open Space district to the R-2 Single-Family Residential attached zoning district (Pickard Estates).
 - F. Second consideration of an ordinance amending Chapter 99, Sewer Service Charges, of the Indianola Code of Ordinances.
 - G. Resolution approving the usage of the Indianola Fire Department and City Hall Facilities.
 - H. Resolution authorizing an agreement between Warren County Speedway and the Indianola Fire Department.

- I. Resolution approving an agreement with Snyder and Associates for the Iowa 92 Access Management Study.
- J. Resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.
- K. Approval of Urban Revitalization Designations
- L. Resolution approving salaries.

6. Council Reports

- A. Council Committee Reports
- B. Presentation from the Greater Des Moines Partnership.
- C. Presentation from the Des Moines Metro Opera.
- D. Receive and file February 2025 EMS Billing Activity Report.

7. Mayor's Report

8. Public Consideration

- A. Old Business
 - 1. Sunstone Investments LLC
 - a. Public hearing regarding the proposal to enter into a Development Agreement with Sunstone Investments LLC.
 - b. Resolution authorizing entering into a Development Agreement with Sunstone Investments LLC.
 - 2. Motion to direct staff to prepare a resolution setting a public hearing regarding an amendment to the urban renewal plan.
 - 3. Council At-large Vacancy
 - a. Interviews for the position of council member at-large.
 - b. Resolution appointing a council member to a vacant position.
- B. New Business
 - 1. Summercrest Hills North
 - a. Resolution approving the Preliminary Plat for Summercrest Hills North.
 - b. Resolution approving final plat for Summercrest Hills North Plat 1.
 - c. Resolution approving the site plan for Summercrest Hills North Athletic Facility - Phase 1.
 - 2. Vacant Employment Positions
 - a. Discussion and direction on filling a vacant position in the Water Resource Recovery Department.
 - b. Discussion and direction on filling three vacant positions in the Wellness Center Department.

- c. Discussion and direction on filling vacant part-time positions in the Fire Department.
- d. Discussion and direction on filling a vacant full-time position in the Fire Department.

9. Other Business

- A. Interim City Manager's Report - Doug Bylund
- B. Discussion regarding Vision 2030.
- C. Oath of Office - Council Member At-Large
- D. Enter into closed session in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

10. Adjourn



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Report 4072025

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ABSOLUTE GROUP CO				
ABSOLUTE GROUP CO	E-TUBE FILTER SOCKS FOR PICKARD AND	04/01/2025	221.00	PARK & RECREATI
Total ABSOLUTE GROUP CO:			221.00	
ACE HARDWARE				
ACE HARDWARE	OUTLET AND GFCI TESTER	04/02/2025	11.99	WELLNESS CAMP
Total ACE HARDWARE:			11.99	
ACME TOOLS				
ACME TOOLS	TOOL REPAIR PARTS	03/19/2025	44.29	ROAD USE TAX FU
ACME TOOLS	BATTERIES	03/19/2025	317.99	ROAD USE TAX FU
Total ACME TOOLS:			362.28	
ADVANCED DATA PROCESSING INC				
ADVANCED DATA PROCESSING	FEBRUARY 2025 DIGITECH EMS FEE	03/19/2025	7,368.46	AMBULANCE FUN
Total ADVANCED DATA PROCESSING INC:			7,368.46	
AFFEKTIVE SOFTWARE LLC				
AFFEKTIVE SOFTWARE LLC	DIGIQUATICS SOFTWARE	04/01/2025	1,264.68	POOL (MEMORIAL)
Total AFFEKTIVE SOFTWARE LLC:			1,264.68	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	SOUTH K STREET SPECIAL ASSESSMENTS	03/24/2025	9,880.00	SOUTH K STREET
AHLERS & COONEY P.C.	VILLAGE URP	03/17/2025	196.50	GENERAL FUND
AHLERS & COONEY P.C.	WESLEY RETIREMENT SERVICES INC DA	03/17/2025	161.00	GENERAL FUND
AHLERS & COONEY P.C.	URBAN RENEWAL GENERAL	03/20/2025	70.00	GENERAL FUND
AHLERS & COONEY P.C.	IDG 3 LLC DA	03/20/2025	140.00	GENERAL FUND
AHLERS & COONEY P.C.	EMERALD BAY URP	03/20/2025	134.50	GENERAL FUND
Total AHLERS & COONEY P.C.:			10,582.00	
ALLSUP, PAT				
ALLSUP, PAT	MARCH 2025 CELL	04/02/2025	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	CPR TRAINING VALVES FOR LIFEGUARD CL	03/15/2025	49.95	WELLNESS CAMP
AMAZON CAPITAL SERVICES	MEMBER FOLDERS, COPIER PAPER, LAMAN	03/15/2025	89.02	WELLNESS CAMP
AMAZON CAPITAL SERVICES	GATORADE	03/24/2025	99.33	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	REPLCMNT ADAPTER PORT LUCAS CHARG	03/29/2025	15.98	AMBULANCE FUN
AMAZON CAPITAL SERVICES	COPIER PAPER	03/22/2025	43.99	WELLNESS CAMP
AMAZON CAPITAL SERVICES	FACE SHIELDS FOR LIFEGUARD CPR TRAIN	03/22/2025	53.18	WELLNESS CAMP
AMAZON CAPITAL SERVICES	POPCORN FOR COMMUNITY DAY	03/22/2025	59.99	WELLNESS CAMP
AMAZON CAPITAL SERVICES	LAMINATION SHEETS	03/22/2025	17.45	WELLNESS CAMP
AMAZON CAPITAL SERVICES	BASKETBALL NET	03/22/2025	13.99	WELLNESS CAMP
AMAZON CAPITAL SERVICES	TOOLS	03/20/2025	65.09	GENERAL FUND
AMAZON CAPITAL SERVICES	PD - GARAGE DOOR REMOTES	03/25/2025	11.99	GENERAL FUND
Total AMAZON CAPITAL SERVICES:			519.96	
AUBERT'S TOWING				
AUBERT'S TOWING	ABANDONED TOW	01/26/2025	265.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AUBERT'S TOWING	ABANDONED TOW	02/24/2025	165.00	POLICE FUND
Total AUBERT'S TOWING:			430.00	
BELSON OUTDOORS				
BELSON OUTDOORS	BENCH - BUXTON PARK	04/02/2025	2,483.74	PARK & RECREATI
Total BELSON OUTDOORS:			2,483.74	
BERENS-TATE CONSULTING GROUP				
BERENS-TATE CONSULTING G	ARBITRAGE REPORT SERIES 2021	03/31/2025	1,750.00	DEBT SERVICE FU
Total BERENS-TATE CONSULTING GROUP:			1,750.00	
BLUEMARK ENERGY LLC				
BLUEMARK ENERGY LLC	NATURAL GAS	02/28/2025	5,112.11	WELLNESS CAMP
BLUEMARK ENERGY LLC	NATURAL GAS	03/31/2025	3,124.31	WELLNESS CAMP
Total BLUEMARK ENERGY LLC:			8,236.42	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	SUCTION UNIT BATTERY	03/25/2025	68.99	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			68.99	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	NUISANCE ABATEMENT ISSUES	03/25/2025	885.00	GENERAL FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	03/25/2025	2,250.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES	03/25/2025	315.00	POLICE FUND
BRICK GENTRY P.C.	LEGAL SERVICES	03/25/2025	270.00	POLICE FUND
Total BRICK GENTRY P.C.:			3,720.00	
BROWN, NICOLE LYON				
BROWN, NICOLE LYON	PATIENT OVERPAID RESPONSIBILITY	08/21/2024	275.00	AMBULANCE FUN
Total BROWN, NICOLE LYON:			275.00	
CINTAS CORPORATION				
CINTAS CORPORATION	CINTAS	03/19/2025	70.52	SEWER FUND
CINTAS CORPORATION	ACTIVITY CENTER FIRST AID SUPPLIES	03/19/2025	7.15	PARK & RECREATI
CINTAS CORPORATION	CINTAS	03/31/2025	234.00	SEWER FUND
Total CINTAS CORPORATION:			311.67	
CITY OF CARLISLE				
CITY OF CARLISLE	TRAIL SIGNS	11/15/2023	5,000.00	GENERAL FUND
Total CITY OF CARLISLE:			5,000.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR UNIT 213	03/28/2025	157.80	POLICE FUND
Total DOWNEY TIRE PROS:			157.80	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	ACTIVITY CENTER LIGHT REPAIRS	03/31/2025	330.00	PARK & RECREATI
DUST PROS JANITORIAL	ACTIVITY CENTER JANITORIAL SUPPLIES	03/31/2025	96.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DUST PROS JANITORIAL	JANITORIAL SERVICES CH	03/31/2025	260.00	GENERAL FUND
DUST PROS JANITORIAL	JANITORIAL SUPPLIES CITY HALL	03/31/2025	132.00	GENERAL FUND
Total DUST PROS JANITORIAL:			818.00	
EDGE, LINDA				
EDGE, LINDA	PATIENT OVERPAID RESPONSIBILITY	03/26/2024	50.00	AMBULANCE FUN
Total EDGE, LINDA:			50.00	
FERGUSON				
FERGUSON	MONTHLY SERVICE CHARGE	03/31/2025	2.48	ROAD USE TAX FU
Total FERGUSON:			2.48	
GREATER DM CONVENTION & VISITORS BUREAU				
GREATER DM CONVENTION &	CVB CONTRIBUTION MARCH 2025	03/27/2025	2,923.28	GENERAL FUND
Total GREATER DM CONVENTION & VISITORS BUREAU:			2,923.28	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	COLD MIX FOR POTHOLES	03/14/2025	1,333.00	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			1,333.00	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	03/24/2025	267.84	SEWER FUND
Total HACH COMPANY:			267.84	
HART, CHLOEY				
HART, CHLOEY	RED CROSS CLASSES REIMBURSEMENT	03/24/2025	55.00	WELLNESS CAMP
Total HART, CHLOEY:			55.00	
HOTSY CLEANING SYSTEMS				
HOTSY CLEANING SYSTEMS	HOTSY DETERGENT	03/21/2025	420.00	SEWER FUND
HOTSY CLEANING SYSTEMS	HOTSY MAINTENANCE	03/31/2025	527.48	SEWER FUND
Total HOTSY CLEANING SYSTEMS:			947.48	
HUNTOON, NATHENA				
HUNTOON, NATHENA	PATIENT OVERPAID RESPONSIBILITY	10/10/2023	250.00	AMBULANCE FUN
HUNTOON, NATHENA	PATIENT OVERPAID RESPONSIBILITY	01/08/2024	290.00	AMBULANCE FUN
Total HUNTOON, NATHENA:			540.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	BUXTON TRASH & GAS	03/01/2025	117.27	GENERAL FUND
INDIANOLA MUNICIPAL UTILITIE	UTILITY SERVICES - SEWER	04/01/2025	8,142.00	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	UTILITY SERVICES - RECYCLING	04/01/2025	1,242.00	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	UTILITY SERVICES - STORM WATER	04/01/2025	4,416.00	STORMWATER UTI
Total INDIANOLA MUNICIPAL UTILITIES:			13,917.27	
IOWA MUN FINANCE ASSOC				
IOWA MUN FINANCE ASSOC	IMFOA 25-26 MEMBER RENEWAL - RAFFETY	03/25/2025	50.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA MUN FINANCE ASSOC:			50.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WTR MGMT LIBRARY	04/01/2025	49.50	LIBRARY FUND
IOWA WATER MANAGEMENT C	WTR MGMT MUNICIPAL	04/01/2025	165.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			214.50	
KARL EMERGENCY VEHICLES				
KARL EMERGENCY VEHICLES	#75245 LABOR TO INSTALL & FINISH BUILD	03/25/2025	340.00	POLICE FUND
Total KARL EMERGENCY VEHICLES:			340.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES - APRIL	03/26/2025	4,500.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,500.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	GLOVES	03/19/2025	109.28	ROAD USE TAX FU
Total LAWSON PRODUCTS:			109.28	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SUPPLIES	03/21/2025	1.01	GENERAL FUND
MCCOY HARDWARE INC	PICKARD CABLE TIES	03/26/2025	59.37	PARK & RECREATI
Total MCCOY HARDWARE INC:			60.38	
MENARDS				
MENARDS	SUPPLIES FOR INTAKE REPAIRS	03/26/2025	928.17	GENERAL FUND
Total MENARDS:			928.17	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	WRRF ELECTRIC/GAS	03/17/2025	13,289.04	SEWER FUND
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	03/17/2025	11.54	GENERAL FUND
MID AMERICAN ENERGY CO.	65/69 ELECTRIC	03/19/2025	74.04	SEWER FUND
MID AMERICAN ENERGY CO.	WESLEY ELECTRIC	03/19/2025	52.43	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST STREET	03/21/2025	105.36	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	03/21/2025	328.32	PARK & RECREATI
MID AMERICAN ENERGY CO.	NATURAL GAS	03/21/2025	491.53	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	MID AMERICAN GAS BILL	03/21/2025	105.36	POLICE FUND
MID AMERICAN ENERGY CO.	QUAIL ELECTRIC	03/21/2025	71.04	SEWER FUND
MID AMERICAN ENERGY CO.	NATURAL GAS - CITY HALL	03/21/2025	1,292.10	GENERAL FUND
MID AMERICAN ENERGY CO.	N HOWARD UTILITIES	03/24/2025	907.40	CH BUILDING PRO
Total MID AMERICAN ENERGY CO.:			16,728.16	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	PICKARD FIELD LIGHT REPAIRS AND BULB	03/20/2025	6,181.51	PARK & RECREATI
Total MILLER ELECTRICAL SERVICES:			6,181.51	
MOLINA HEALTHCARE OF IOWA				
MOLINA HEALTHCARE OF IOW	COB: MEDICAID HMO IS SECONDARY	04/06/2024	109.22	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MOLINA HEALTHCARE OF IOWA:			109.22	
PARTLOW, ERROL N				
PARTLOW, ERROL N	PATIENT OVERPAID RESPONSIBILITY	03/06/2023	129.54	AMBULANCE FUN
Total PARTLOW, ERROL N:			129.54	
PERFECTION PEST MANAGEMENT				
PERFECTION PEST MANAGEM	PEST CONTROL PICKARD CONCESSION	03/24/2025	70.00	PARK & RECREATI
PERFECTION PEST MANAGEM	PEST CONTROL	03/28/2025	53.50	ROAD USE TAX FU
Total PERFECTION PEST MANAGEMENT:			123.50	
PETERSEN, LADONNA M				
PETERSEN, LADONNA M	PATIENT OVERPAID RESPONSIBILITY	10/02/2024	140.47	AMBULANCE FUN
Total PETERSEN, LADONNA M:			140.47	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	PIECE OF ANGLE IRON	03/31/2025	42.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	PIECE OF ANGLE IRON	03/31/2025	26.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	STRAIGHTEN DRIVE SHAFT COVER FOR BA	04/02/2025	28.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			96.00	
PLUMB SUPPLY COMPANY LLC				
PLUMB SUPPLY COMPANY LLC	POOL REPAIR SUPPLIES	03/17/2025	120.67	WELLNESS CAMP
Total PLUMB SUPPLY COMPANY LLC:			120.67	
PROIMAGE SIGN & LIGHTING				
PROIMAGE SIGN & LIGHTING	PICKARD SPONSOR SIGNS	03/20/2025	739.96	PARK & RECREATI
Total PROIMAGE SIGN & LIGHTING:			739.96	
RANGEMASTERS TRAINING CENTER				
RANGEMASTERS TRAINING CE	UNIFORMS, TSHIRTS AND JOB SHIRTS	03/19/2025	519.48	AMBULANCE FUN
Total RANGEMASTERS TRAINING CENTER:			519.48	
RELIANT FIRE APPARATUS				
RELIANT FIRE APPARATUS	ENGINE 331 PUMP REPAIRS	03/27/2025	4,002.72	FIRE FUND
RELIANT FIRE APPARATUS	AMBULANCE 247 ELECTRICAL SYSTEMS REP	04/01/2025	2,345.57	AMBULANCE FUN
Total RELIANT FIRE APPARATUS:			6,348.29	
RIBAR, DIXIE L				
RIBAR, DIXIE L	PATIENT OVERPAID RESPONSIBILITY	12/06/2023	129.54	AMBULANCE FUN
Total RIBAR, DIXIE L:			129.54	
ROGS				
ROGS	MOLE TRAPPING	03/31/2025	175.00	PARK & RECREATI
Total ROGS:			175.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES - APRIL	03/26/2025	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	NORTH 14TH STREET DRAINAGE IMPROVE	03/20/2025	2,297.50	STORMWATER UTI
SNYDER & ASSOCIATES INC	NORTH N STREET STORM REPAIR	12/17/2024	2,942.55	STORMWATER UTI
SNYDER & ASSOCIATES INC	MUNICIPAL ENGINEERING SERVICES - DRAI	03/20/2025	4,250.00	STORMWATER UTI
SNYDER & ASSOCIATES INC	MUNICIPAL ENGINEERING SERVICES - STR	03/20/2025	2,600.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	W CLINTON AVE PAVEMENT	03/20/2025	3,665.75	STREET CAPITAL
SNYDER & ASSOCIATES INC	14TH STREET WATERSHED STUDY	03/20/2025	12,000.00	STORMWATER UTI
Total SNYDER & ASSOCIATES INC:			27,755.80	
STAR EQUIPMENT LTD				
STAR EQUIPMENT LTD	PUMP RENTAL	03/17/2025	829.28	SEWER FUND
Total STAR EQUIPMENT LTD:			829.28	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	N HOWARD TRASH SERVICE	03/24/2025	97.00	CH BUILDING PRO
T.R.M. DISPOSAL LLC	CITY HALL TRASH	03/24/2025	125.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE BILL	03/24/2025	23.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL	03/24/2025	84.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			329.00	
TEXTCASTER				
TEXTCASTER	TEXTING SERVICE	04/01/2025	148.78	PARK & RECREATI
Total TEXTCASTER:			148.78	
THEISEN'S				
THEISEN'S	K9 DOG FOOD	03/15/2025	64.99	POLICE FUND
THEISEN'S	RUBBER BOOTS	04/02/2025	29.78	ROAD USE TAX FU
Total THEISEN'S:			94.77	
UNITED HEALTHCARE INSURANCE COMPANY				
UNITED HEALTHCARE INSURA	COB: MEDICARE HMO IS PRIMARY	08/05/2024	454.12	AMBULANCE FUN
UNITED HEALTHCARE INSURA	OVERPAYMENT: DEPARTMENT OF VETERA	11/11/2024	599.88	AMBULANCE FUN
Total UNITED HEALTHCARE INSURANCE COMPANY:			1,054.00	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON POLICE BILL	03/15/2025	1,593.35	POLICE FUND
VERIZON WIRELESS	VERIZON WRRF - LOCATE LAPTOP	03/26/2025	40.01	SEWER FUND
Total VERIZON WIRELESS:			1,633.36	
WAGONER, WADE				
WAGONER, WADE	APRIL 2025 CELL	03/26/2025	75.00	GENERAL FUND
Total WAGONER, WADE:			75.00	
WARREN COUNTY ECONOMIC DEV CORP				
WARREN COUNTY ECONOMIC	WCEDC DUES 2ND HALF	03/28/2025	12,500.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WARREN COUNTY ECONOMIC DEV CORP:			12,500.00	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	04/01/2025	125.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	04/01/2025	25.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			150.00	
WRIGHT OUTDOOR SOLUTIONS INC				
WRIGHT OUTDOOR SOLUTION	BRUSH GRINDING AT BRUSH FACILITY	03/14/2025	6,800.00	FRANCHISE FEE F
Total WRIGHT OUTDOOR SOLUTIONS INC:			6,800.00	
Grand Totals:			152,865.33	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Approval of Minutes of the prior meetings

Recommendation: Simple motion is in order.

Attachments:

1. 20250324 CC Levy Hearing Minutes
2. 20250324 CC Minutes
3. 20250325 CC Special Meeting Minutes
4. 20250326 CC Special Meeting Minutes
5. 20250401 CC Special Meeting Minutes
6. 20250402 CC Special Meeting Minutes



CITY OF INDIANOLA COUNCIL MEETING

March 24, 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 March 24, 2025 in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones. Absent: None.

Public Hearing regarding the proposed Property Tax Levy

Council Member Rabe moved to open the Maximum Levy Hearing and Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Mike May, 1216 E Franklin Ave., spoke regarding property taxes.

There were no other comments offered.

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

Adjourn

The meeting was adjourned at 6:15 PM on a motion by Armstrong and seconded by Sones. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

March 24, 2025

6:15 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Minutes

Call to Order

The Indianola City Council met in regular session at 6:16 PM on March 24, 2025 in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones. Absent: None.

Oath of Office

Mayor Richardson issued the Oath of Office to Fire Captains Gerrit Foreman and Austin Van Wyk.

Public Comment

There were no public comments offered.

Consent Agenda

The resolution approving a labor agreement was pulled from the consent agenda by Council Member Sones. Rabe moved to approve the Consent Agenda and Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Claims
- Approval of Minutes of the March 3, March 10, and March 12, 2025, meetings.
- Resolution 2025-038 setting a public hearing at 6:00 PM on April 21, 2025 regarding the Fiscal Year 26 budget.
- Resolution 2025-039 fixing date for a public hearing on April 7, 2025 at 6:00 PM on the proposal to enter into a Development Agreement with Sunstone Investments LLC.
- Consideration of the issuance of a renewal refuse hauling permit for Waste Management of Iowa, Inc.
- Consideration of the approval of a special event permit for the Champions for Children 5K race.
- Third consideration and adoption of an ordinance amending the municipal code of the City of Indianola, Iowa, for change of zoning district boundaries from the A-1 Agricultural/Open space zoning district to the C-2 Highway Commercial zoning district (IVC Properties LLC).
- Third consideration and adoption of an ordinance amending the municipal code of the City of Indianola, Iowa, for change of zoning district boundaries from the C-2 Highway Commercial zoning district to the PUD, Planned Unit Development Zoning District (Summercrest Hills North).
- Resolution 2025-040 approving final plat for Kentucky Ridge Townhomes Plat 1.
- Resolution 2025-041 accepting a quote from Hawkeye Environmental as part of the Community Development Block Grant (CDBG) Downtown Facade Revitalization

Program.

- Resolution 2025-042 approving and authorizing execution of a First Amendment to the Agreement for Private Development and an Amended and Restated Minimum Assessment Agreement by and between the City of Indianola and IDG 3 LLC.
- Resolution 2025-043 authorizing a standard training agreement with Des Moines Area Community College and the City of Indianola Fire Department.
- Resolution 2025-044 approving the Fee Schedule.
- Resolution 2025-045 of the City Council of the City of Indianola, Iowa declaring support for the preservation of the Federal tax exemption of municipal bonds.
- Receive and file a memo from the Police Department regarding grant applications.
- Approval of the submission of 4th quarter 2024 utility write-offs to the State Setoff Program for collection.
- Resolution 2025-047 approving salaries.

Council Member Beach moved to approve Resolution 2025-046 approving the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238, and Police Unit. Rabe seconded it. Courtney Silliman, HR, spoke regarding the approval of the contract and a potential Memorandum of Understanding. The council directed staff to work on an MOU to present to the union after July 1, 2025, clarifying the language regarding mental health evaluations and defining 'attend'. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Reports

Council Members Armstrong and Sones gave an update on the Landfill Board's activities.

Mayor's Report

Mayor Richardson provided an update on the City Manager search and stated he has been meeting with each department.

Mayor Richardson proclaimed March 25, 2025, as Medal of Honor Recognition Day in the City of Indianola.

Public Consideration

Council Member Rabe moved to approve the first consideration of an ordinance amending Chapter 99, Sewer Service Charges, of the Indianola Code of Ordinances, with the base rates increasing by one dollar and the usage increasing by one dollar and Dalby seconded it. On roll call, the vote was AYES: Rabe, Dalby, Beach, Sones. NAYS: Armstrong. Whereas the Mayor declared the motion passed.

Council Member Beach moved to open the public hearing regarding a rezoning application for Pickard Estates and Rabe seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Bill Mettee, Senior Planner, discussed the rezoning request for Pickard Estates. Jason Ledden, Snyder and Associates, discussed the plans for Pickard Estates.

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

Council Member Sones moved to approve the first consideration of an ordinance amending the municipal code of the City of Indianola, Iowa for change of zoning district boundaries from the A-1 Agricultural/Open Space district to the R-2 Single-Family Residential attached zoning district

(Pickard Estates) and Rabe seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Other Business

Interim City Manager Doug Bylund reported on the Planning and Zoning Commission meeting venue change, IWC Community Day on April 12, council vacancy applications, and severe weather awareness week.

Staff requested direction on adding in the traffic study to the development agreement with Inception Group to be paid back by TIF. Akhilesh Pal, Public Works Director, spoke on traffic studies and intersections. Wade Wagoner, Deputy City Manager, spoke on the signalization of the intersection. Council directed staff to work on an amended development agreement and an amendment to the Urban Renewal Plan to include the intersection so that TIF could be used to pay for a traffic signal the city would install.

Jason Holder, Chief of Innovation and Internal Services, gave an update on the Regions Bank building. Council Members Rabe and Beach will report on options for building plans at the next meeting.

Adjourn

The meeting was adjourned at 7:41 PM on a motion by Council Member Rabe and seconded by Council Member Beach. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

ATTEST:

Steve Richardson, Mayor

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

March 25, 2025

5:45 PM

City Council Chambers
110 N 1st Street, Indianola, IA
Minutes

Call to Order

The Indianola City Council met in special session at 5:50 PM on March 25, 2025 in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones. Absent: None.

Other Business

Council Member Armstrong moved to enter into closed session at 5:52 PM in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Armstrong moved to close the public hearing at 8:04 PM and Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

There was no action taken on items discussed in closed session.

Adjourn

The meeting was adjourned at 8:05 PM on a motion by Beach and seconded by Armstrong. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

March 26, 2025

5:55 PM

City Council Chambers
110 N 1st Street, Indianola, IA
Minutes

Call to Order

The Indianola City Council met in special session at 5:55 PM on March 26, 2025 in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe (via Zoom), Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones. Absent: None.

Other Business

Council Member Sones moved to enter into closed session at 5:55 PM in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Beach seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Beach moved to exit the closed session at 8:34 PM and Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

There was no action taken on items discussed in closed session.

Adjourn

The meeting was adjourned at 8:35 PM on a motion by Armstrong and seconded by Beach. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

April 1, 2025

5:30 PM

Hubbell Hall (2nd Floor), Kent Campus Center, Simpson College

701 North C Street, Indianola

Minutes

City Manager Candidates Public Meet and Greet

Indianola City Council members Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones, and Mayor Steve Richardson attended a meet and greet for city manager candidates from 5:30-7:00 PM on April 1, 2025, in Hubbell Hall, Kent Campus Center, Simpson College, 701 North C Street. No decisions were made.



CITY OF INDIANOLA COUNCIL MEETING

April 2, 2025

8:30 AM

City Council Chambers 110

N 1st Street, Indianola, IA

Minutes

Call to Order

The Indianola City Council met in special session at 8:30 AM on April 2, 2025, in the City Hall Council Chambers. Mayor Steve Richardson called the meeting to order and on roll call the following members were present: Josh Rabe, Ron Dalby, Steve Armstrong, Christina Beach, Mellisa Sones. Absent: None.

Review process with MGT

Charlene Stevens, MGT, reviewed the interview and decision-making process.

Other Business

Council Member Dalby moved to enter into closed session at 8:55 AM in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Armstrong seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to exit the closed session at 2:05 PM and Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Beach, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

There was no action taken on items discussed in closed session.

Adjourn

The meeting was adjourned at 2:05 PM on a motion by Beach and seconded by Armstrong. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: April 7, 2025
Subject: Consideration of the approval of a noise permit for the Warren County Speedway.

Introduction: The Warren County Speedway has submitted a noise permit application for the 2025 race season.

Background: The noise ordinance requires that "the sound made by a motor vehicle or recreational vehicle on private or public property during any racing event shall end at 10:30 PM". Council approval is required for events that include multiple days.

Discussion: The noise permit has been requested to start at 3:30 PM and end no later than 10:30 PM as stated in City Code of Ordinance Chapter 48.

The 2025 Race Days

April 5, 2025

April 19, 2025

May 3, 2025

May 17, 2025

May 31, 2025

June 14, 2025

July 5, 2025

August 9, 2025

August 30, 2025

Budget Impact:

Recommendation: All paperwork is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: April 7, 2025
Subject: Consideration of the approval of a new liquor license for Ganesh Investment, LLC, doing business as D and M Liquor.

Introduction: D and M Liquor is located at 1709 North Jefferson Way Suite 300 and applying for a Class E Retail alcohol license.

Background: The application has a tentative effective date as May 1, 2025 and an expiration of February 28, 2026.

Discussion: D and M Liquor is a Limited Liability Company. The owners on the application are Megh Koirala and Deven Sapklota. All paperwork is in order for approval.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: April 7, 2025
Subject: Consideration of the approval of a liquor license for Gettin' Slushed South of 35 LLC, doing business as Lucky Wife Wine Slushies, pending staff approval.

Introduction: The Lucky Wife Wine Slushies is partnering with the Funky Zebras Boutique at 112 East Salem Avenue, and applying for a Special Class C retail alcohol license.

Background: The application is for a five-day permit starting on April 22, 2025 and ending on April 26, 2025.

Discussion: Gettin' Slushed South of 35 is an LLC. The owner is Holly Rasavong. All paperwork is in order for approval.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: April 7, 2025
Subject: Consideration of a liquor license renewal for Indy 66 #928.

Introduction: Indy 66 #928 is located at 1201 North Jefferson Way, and renewing their Class E Retail Alcohol license.

Background: Their current license expires April 30, 2025.

Discussion: Danlee Corp is a corporation. The owners listed on the application are Lee Adams, Christine Adams, and Daniel Moellers. All paperwork is in order for approval.

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Second consideration of an ordinance amending the municipal code of the City of Indianola, Iowa for change of zoning district boundaries from the A-1 Agricultural/Open Space district to the R-2 Single-Family Residential attached zoning district (Pickard Estates).

Recommendation: Roll call is in order.

Attachments: 1. ORD_Pickard Estates_Rezoning

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE A-1 AGRICULTURAL / OPEN SPACE ZONING DISTRICT TO THE R-2 SINGLE-FAMILY RESIDENTIAL ATTACHED ZONING DISTRICT (PICKARD ESTATES)

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the A-1 Agricultural / Open Space Zoning District to the R-2 Single-Family Residential Attached Zoning District for real property legally described as

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (W ½ NE ¼ SW ¼) OF SECTION 29, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA to the City of Indianola, Warren County, Iowa.

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

Section 1: That the zoning is amended from the A-1 Agricultural / Open Space Zoning District to the R-2 Single-Family Residential Attached Zoning District for real property legally described as:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (W ½ NE ¼ SW ¼) OF SECTION 29, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA to the City of Indianola, Warren County, Iowa.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____ 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading:

Second reading:

Third reading:

Publication Date:



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Second consideration of an ordinance amending Chapter 99, Sewer Service Charges, of the Indianola Code of Ordinances.

Recommendation: Roll call is in order.

Attachments: 1. ORD Increase Sanitary Sewer Fee, 2025

City of Indianola
ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 99, SEWER SERVICE CHARGES,
INDIANOLA CODE OF ORDINANCES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
INDIANOLA, IOWA:

SECTION 1. Section 99.05, User Charges, is hereby amended by deleting the
stricken language and inserting the underlined language as follows:

User Charges Effective ~~June 1, 2023~~May 1, 2025

1. Each contributor of normal domestic wastewater shall pay a user charge
rate for operation and maintenance, including replacement and sewer
revenue bond debt service, of ~~\$25.00-26.00~~ for the first one thousand (1,000)
gallons of water and ~~\$11.50-12.50~~ for each one thousand (1,000) gallons of
water thereafter as determined in Section 99.04. Regardless of the charge as
calculated, each contributor shall pay a minimum monthly charge of
~~\$25.00~~26.00.

2. Each contributor of wastewater, the strength of which is greater than
normal domestic wastewater, shall pay a user charge rate for operation and
maintenance, including replacement and sewer revenue bond debt service, ~~of~~
~~\$25.00-26.00~~ for the first one thousand (1,000) gallons of water and ~~\$14.38~~
15.38 per one thousand (1,000) additional gallons of water as determined in
Section 99.04. The ~~\$14.38-15.38~~ per 1,000 gallon rate is the normal domestic
wastewater rate of ~~\$11.50-12.50~~ per 1,000 gallons multiplied by a surcharge
factor of 1.25. Regardless of the charge as calculated, each contributor shall
pay a minimum monthly charge of ~~\$25.00~~26.00.

SECTION 2. Ordinances or parts of Ordinances in conflict with the provisions
of this Ordinance are hereby repealed.

SECTION 3. If any section, provision or part of this Ordinance shall be
adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity
of the Ordinance as a whole or any section, provision or part thereof not adjudicated
invalid or unconstitutional.

SECTION 4. This Ordinance shall be in effect from ~~June 1, 2023~~May 1,
2025 after its final passage, approval and publication as provided by law.

PASSED by the Indianola City Council this 21st day of April 2025, and
APPROVED this 21st day of April 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

| First Reading: March 24, 2025

Second Reading:

Third Reading:

Published:



MEMORANDUM

To: Mayor and City Council
From: Aaron Hurt, Fire Chief
Date: April 7, 2025
Subject: Resolution approving the usage of the Indianola Fire Department and City Hall Facilities.

Introduction: The Indianola Fire Department is requesting City Council approval to allow open enrollment in our 2025 Indianola Fire Academy, allowing neighboring agencies to participate. This request aligns with our commitment to regional collaboration with our 28E partners, enhanced emergency response for our city, and the effective use of city and state resources.

Background: The 2025 Indianola Fire Academy is conducted to train new firefighters to the minimum operational standard of Firefighter II and Hazardous Materials (HAZMAT) Operations. These certifications are required for firefighters to operate independently at emergency incidents. The Indianola Fire Department has a strong history of serving as a regional training hub for both career and volunteer firefighters in Warren County. Our training efforts have helped build a consistent and high-quality emergency response network with our mutual aid partners across the county and in neighboring counties.

Discussion: Opening the academy to outside departments offers numerous operational and strategic advantages:

- **Cohort Development:** Our firefighters' training together with mutual aid resources form stronger, more cohesive teams that improve incident outcomes and responder safety. By including our mutual aid partners, we promote familiarity and trust between agencies that we respond with weekly.
- **Consistent Skill Application:** Joint training ensures that all firefighters operate with a similar approach in tactics applied to incident priorities, leading to safer and more efficient incident outcomes.
- **Regional Strengthening:** Participation of other departments strengthens the overall regional response force available to Warren County by making basic required training accessible and local.
- **Support for Mutual Aid Agreements:** Training with our 28E partners fosters shared competencies, streamlines interagency operations, and improves readiness for large-scale incidents.

Budget Impact: Opening the academy to outside agencies will positively impact the City of Indianola's budget. The Indianola Fire Department will charge a fee of **\$250 per person** for outside participants. This fee helps offset operational costs the fire department will absorb costs that are associated with delivering the academy for Indianola employees.

Recommendation: I respectfully recommend the City Council approve the Indianola Fire Department's request to allow open enrollment in the 2025 Indianola Fire Academy to participation from outside fire departments. This action will strengthen our regional partnerships, improve operational safety and efficiency, and provide a cost-effective method of delivering essential firefighter training. While helping to offset expenses to the cities budget by sharing expenses to conduct training.

Approval of this request will reinforce Indianola's leadership in regional emergency services and support the continued development of a well-prepared and interoperable emergency response network.

Roll call is in order.

Attachments: 1. Res 2025-00 Usage of facilities

CITY OF INDIANOLA, IOWA
RESOLUTION NO. 2025-00

**RESOLUTION APPROVING THE USAGE OF INDIANOLA FIRE DEPARTMENT AND
CITY HALL FACILITIES**

WHEREAS, the Indianola Fire Academy is conducted to train new firefighters to the minimum operational standard of Firefighter II and Hazardous Materials (HAZMAT) Operations; and

WHEREAS, the Indianola Fire Department has a strong history of serving as a regional training hub; and

WHEREAS, the Indianola Fire Academy will allow open enrollment in 2025 to allow participation from neighboring agencies; and

WHEREAS, the academy will be held at City of Indianola Fire Department and City Hall facilities; and

WHEREAS, a fee will be charged to offset operational costs of the Fire Academy; and

WHEREAS, the City Council believes it to be in the best interest of the community to allow usage of Indianola Fire Department City Hall facilities for the 2025 Fire Academy.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, that the use of the Indianola Fire Department City Hall facilities for the 2025 Fire Academy is hereby approved.

Adopted this 7th day of April 2025.

Steve Richardson, Mayor

Attest:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Aaron Hurt, Fire Chief
Date: April 7, 2025
Subject: Resolution authorizing an agreement between Warren County Speedway and the Indianola Fire Department.

Introduction: The purpose of this memorandum is to request City Council approval to enter into an agreement with the Warren County Speedway to provide Emergency Medical Services (EMS) coverage during scheduled race events at their facility located at 1400 W 2nd Ave.

Background:

The Indianola Fire Department maintains operational control of emergency services contracted to special events to prevent understaffing of the city's core emergency response resources. Events such as those held at the Warren County Speedway often require additional EMS support that, if not properly coordinated, can create unanticipated strain on daily scheduled resources. By maintaining authority over these services, the Department ensures that staffing levels remain consistent for the broader community while meeting the demands of the event.

To support this operational approach, the City has historically entered into an annual service agreement with the Warren County Speedway. This agreement allows the Department to allocate resources specifically for Speedway events without disrupting normal service coverage.

Discussion:

The proposed agreement will enable the Fire Department to plan and assign dedicated resources to cover the EMS needs specific to the scheduled race events. By doing so, the Department can maintain uninterrupted EMS staffing levels at the station, ensuring that coverage for the remainder of the city is not compromised.

This agreement also ensures accountability, as the cost of providing these services will be assigned to the event organizer rather than being absorbed by the City or its taxpayers. This approach allows for continued community support of public events without undue burden on city resources or finances.

Budget Impact:

The agreement is designed to be cost-neutral to the City. All associated expenses for the personnel required for event coverage will be billed to the Warren County Speedway. There is no negative financial impact to the budget.

Recommendation: I respectfully recommend that the City Council approve the Fire Department's request to enter into the annual agreement with the Warren County Speedway for EMS services during their race events. This arrangement promotes public safety, operational efficiency, and responsible fiscal management. Roll call is in order.

Attachments:

1. Res 2025- Warren Co Speedway Contract
2. 2025 Warren County Speedway Medical Svcs

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN WARREN COUNTY SPEEDWAY
AND THE CITY OF INDIANOLA FIRE DEPARTMENT**

WHEREAS, the Indianola Fire Department is the agency established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety, and to answer all emergency calls in the City of Indianola; and

WHEREAS, Warren County Speedway has requested emergency medical services at the Speedway during their 2025 raceway season from the Indianola Fire Department; and

WHEREAS, the attached contract sets forth obligations for Warren County Speedway and the Indianola Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola that the contract with the Warren County Speedway is hereby approved and the Mayor or Fire Chief are authorized to execute the contract on behalf of the City of Indianola.

Approved this 7th day of April 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



FIRE DEPARTMENT

Contract for EMS and Fire Department Services

Parties:

This agreement is made on [3/14/2025], between:

[Indianola Fire Department], located at [110 N. 1st St.], herein referred to as the "IFD"

And

[Warren County Speedway], located at [1400 W 2nd Ave.], herein referred to as the "WCS ". For the 2025 Raceway season.

Services:

1. **Scope of Services:** The IFD agrees to provide emergency medical services, including but not limited to personnel, equipment, and supplies necessary to respond to and manage medical emergencies occurring at the WCS during the agreed upon dates listed in this contract.
2. **Staffing:** The IFD shall ensure that qualified personnel, licensed and certified as required by law, are available on-site during WCS hours. The IFD shall make every attempt to supply the appropriate staffing levels requested by WCS but not be hindered to meet the minimum requirement based upon this request.
3. **Equipment and Supplies:** The IFD shall provide and maintain necessary equipment, supplies, and vehicles (if applicable) to deliver adequate emergency response.
4. **Response and Coordination:** The IFD agrees to coordinate emergency medical responses with local emergency services, law enforcement, and other relevant agencies as necessary.
5. **Liability and Insurance:** The IFD shall maintain liability insurance coverage suitable for the services provided under this agreement and shall provide proof of insurance upon request.
6. **Compliance:** The IFD agrees to comply with all applicable federal, state, and local laws and regulations pertaining to the provision of these services.

Compensation:

1. **Payment and Payment Schedule:** The WCS agrees to compensate the IFD for hours worked, and services rendered. Payments shall be made within 30 days of receipt of an invoice from the IFD. WCS may still be liable for paying IFD for time spent in the event of cancellation, delay, or rescheduling.

Term:

1. **Term:** This agreement shall commence on [04/05/2025] and terminate on [08/31/2025], unless terminated earlier as provided herein. Should there be a need to reschedule, it shall be communicated promptly to allow ample time for IFD to gather resources to fulfill its obligation to this contract.



— FIRE DEPARTMENT —

2025 - Warren County Speedway Schedule

Date	Event
4/5/2025	Season Opener Micro Sprints, Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
4/19/2025	Kids Ride Night Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
5/3/2025	Kid Feature Draw night Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
5/17/2025	Tee Shirt Toss Night Micro Sprints, Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
5/31/2025	Candy Toss Night Micro Sprints, Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
6/14/2025	Bike Giveaway Micro Sprints, Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
7/5/2025	Military Appreciation Night Micro Sprints, Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
8/9/2025	Kids Ride Night Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive
8/30/2025	Season Ending Double Points Night Cruiser Class, Junior Front Wheel Drive, Open Figure 8, Stock Figure 8, Trucks, Hobby Stock, Front Wheel Drive

In witness whereof, the parties hereto have executed this contract as of the date first above written.

X

Indianola Fire Department Representative
Print, Sign, and Date

X

Warren County Speedway Representative
Print, Sign, and Date





MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: April 7, 2025
Subject: Resolution approving an agreement with Snyder and Associates for the Iowa 92 Access Management Study.

Introduction: At their October 7, 2024, meeting, the City Council approved a Memorandum of Understanding (MOU) with the Iowa Department of Transportation (DOT) to collaboratively develop and implement an Access Management Plan (AMP) for state highways within the city. This agreement is an important step in ensuring that both current and future development along these corridors align with state regulations while also supporting our local growth and access needs. As a continuation of this initiative, staff recommends approval of an agreement with Snyder & Associates to conduct the Iowa 92 Access Management Study.

Background: The state highways within our community, Hwy 92 and Hwy 65/69, fall under the jurisdiction of the Iowa DOT, which enforces strict access control regulations to ensure traffic safety and operational efficiency. These regulations define setback requirements for driveways and access points, which directly impact future development. The MOU already in place has allowed for planned growth in certain areas, such as Pickard Commerce Park Plat 1, by guiding access management decisions. However, additional planning is needed to reconcile new access requirements with existing infrastructure.

The City and Iowa DOT are undertaking a phased approach to access management planning, prioritizing segments based on traffic operations, safety considerations, and land use impacts. This effort aligns with the DOT's newly adopted Access Control Rules (IAC 761-112) and the Access Management Manual, ensuring a systematic and comprehensive strategy for managing access points. The ultimate goal is to formalize a cooperative 28E agreement between the City and the Iowa DOT, establishing a framework for ongoing coordination on access control and traffic operations.

Discussion: The proposed Iowa 92 Access Management Study will focus on the corridor from 15th Street to the eastern planning limits of the City, west of 170th Avenue in Warren County. The study will include project management, data collection, traffic forecasting, crash analysis, traffic operations analysis, and intersection functional area analysis. It will also identify access modifications, potential consolidations, and recommended improvements based on thorough analyses. Additionally, the study will facilitate public engagement by coordinating a meeting with affected property owners and key stakeholders.

Snyder & Associates has proposed to complete this study for \$102,235.00, an expense that is included in the upcoming fiscal year's Capital Improvement Plan. Per the agreement, invoicing will not begin until the next fiscal year, starting July 1, 2025. Additionally, the agreement includes provisions to reduce the scope of crash analysis where possible, leveraging data from the Central Iowa Regional Transportation Planning Alliance (CIRTPA) Safe Streets for All (SS4A)

Comprehensive Safety Action Plan. This provision is expected to lower the overall project cost.

The need for this study is underscored by recent development challenges along Iowa 92. While the MOU has enabled forward progress on Pickard Commerce Park Plat 1, it does not include Pickard Estates, located west of South 20th Street. Without a DOT-approved access point on Hwy 92, the developer for Pickard Estates is unable to proceed with planned improvements. This study will provide the necessary framework for evaluating access options and ensuring compliance with DOT requirements.

Budget Impact: The total cost for this study is \$102,235.00. Funding is allocated in the next fiscal year's Capital Improvement Plan, and invoices will not be submitted before July 1, 2025. The agreement includes cost-saving provisions by utilizing available data from CIRTPA's ongoing safety study to reduce the scope of crash analysis where feasible.

Recommendation: Staff recommends approval of the Agreement with Snyder & Associates for the Iowa 92 Access Management Study. This study is a crucial step in advancing access planning efforts along the corridor, ensuring that future developments align with DOT regulations while supporting the city's long-term transportation and growth objectives. Roll call is in order.

Attachments:

1. Resolution Hwy 92 AMP Agreement Snyder
2. SuppAgmt40_Iowa92AccessManageStudy

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING AN AGREEMENT WITH SNYDER & ASSOCIATES FOR THE
IOWA 92 ACCESS MANAGEMENT STUDY**

WHEREAS, the City of Indianola has entered into a Memorandum of Understanding (MOU) with the Iowa Department of Transportation (DOT) (Resolution No. 2024-218) to develop and implement an Access Management Plan (AMP) for state highways; and

WHEREAS, the City and Iowa DOT are undertaking a phased approach to access management planning to enhance traffic operations, safety, and land use coordination along these corridors; and

WHEREAS, the Iowa 92 Access Management Study, focused on the Iowa 92 corridor from 15th Street to the eastern planning limits of the City of Indianola, west of 170th Avenue in Warren County, is a necessary component of this planning effort, providing data collection, traffic analysis, and recommendations for access modifications; and

WHEREAS, Snyder & Associates has proposed to complete this study for \$102,235.00, with funding allocated in the next fiscal year's Capital Improvement Plan and invoices to be submitted no earlier than July 1, 2025; and

WHEREAS, the agreement includes provisions to reduce the scope of crash analysis where feasible, leveraging data from the CIRTPA Safe Streets for All (SS4A) Comprehensive Safety Action Plan to minimize costs; and

WHEREAS, this study will aid in the evaluation and management of access along Iowa 92, ensuring compliance with DOT regulations and supporting future development needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Agreement with Snyder & Associates for the Iowa 92 Access Management Study, in the amount of \$102,235.00, is hereby approved.

PASSED AND APPROVED this 7th day of April 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Project No.:

**Supplemental Agreement No. 40
A Supplement to the
City of Indianola, IA & Snyder & Associates, Inc.
Professional Services Agreement**

Snyder & Associates, Inc. (Service Provider) agrees to provide to City of Indianola (City) the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the "Professional Services Agreement" executed by and between City and Service Provider on the 17th day of October, 2016.

PROJECT NAME:

Iowa 92 Access Management Study
15th Street to east planning limits.

PROJECT DESCRIPTION:

The PROJECT consists of providing an Access Management Study and an Access Management Plan for future accesses on Iowa Highway 92 from 15th Street to the east planning limit of City, in cooperation with Iowa DOT.

SCOPE OF WORK:

Snyder & Associates will provide traffic and transportation engineering to develop an Access Management Plan (AMP) as outlined on the detailed scope shown on Exhibit A attached.

SCHEDULE:

Snyder & Associates, Inc. is prepared to begin work on these services upon completion of an executed agreement; however, it is understood, invoices will not be submitted until July 1, 2025. We anticipate the project will be completed within six (6) months excluding council and Iowa DOT staff action on the resulting 28E Agreement.

COMPENSATION:

Snyder & Associates, Inc. will provide the services included above at hourly rates with a not-to-exceed contract amount of \$102,235.00.

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

CITY OF INDIANOLA

By: _____
(Authorized signature)

(Title)

Date:

SNYDER & ASSOCIATES, INC.

By:  _____
Digitally signed by David N. Moeller, P.E.
Date: 2025.04.02 14:06:28-05'00'
(Authorized signature)

President
(Title)

Date:

EXHIBIT A
IOWA 92 ACCESS MANAGEMENT STUDY, INDIANOLA, IOWA
15TH STREET TO THE EAST CITY PLANNING LIMITS

Overview

The Consultant will perform an access management study and an access management plan on Iowa 92 from 15th Street to the east planning limits of the City, west of 170th Avenue in Warren County. The study will be completed in accordance with the Iowa DOT Access Management Manual, dated May 15, 2024, Appendix C, Access Management Plan Guide.

Tasks to be performed include the following:

1. Project Management

- a. Provide overall management of project work tasks, budget and schedule. Provide progress reports and invoices to the city.
- b. Coordinate with City of Indianola staff, and Iowa DOT Traffic & Safety and District 5 staff, as needed, throughout the project.
- c. Attend two meetings with City of Indianola and Iowa DOT for the following:
 - i. Work session to determine the future vision of the corridor and its performance needs and expectations
 - ii. Work session to review findings and recommendations
- d. Conduct public outreach and meeting (see item 6 for details)
- e. Provide support/assistance in presenting a study summary to the city Council at a regular Council work session or meeting.

2. Data Collection to Document Existing Conditions

- a. Base map of the segment to record existing conditions. Iowa DOT will provide the locations of acquired access rights.
- b. Land use and traffic circulation characteristics include zoning, existing land use/ownership, key traffic generators and available street network supporting land use and growth. Utilize City comprehensive land use plan and committed land use concept plans.
- c. Document roadway characteristics such as traffic control, conflict points, access connections with issues, condition of all travel modes (sidewalks and bike lanes/paths).
- d. Determine right-of-way width, irregularities, and permanent easements.
- e. Inventory existing access, deficiencies, range of trips, existing permits, etc.
- f. Evaluate the current access category per Iowa DOT (Municipal 600, Rural 600, and Rural Safety and Need) and identify conditions that do not fit the assigned access category.
- g. Assemble the most recent available five years of crash history for the corridor, intersections, and access locations and the Potential Crash Reduction values/categories from the Iowa DOT ICAT application and PCR web page.

- h. Assemble available traffic volumes for the corridor from the City, DOT, and other counts collected for previous studies.
- i. Collect intersection turning movement counts for four intersections on IA 92 – 150th Ave, Jewell St/Johnson St, 160th Ave and 165th Ave.

3. Traffic Forecasts

- a. Evaluate prior traffic growth patterns and rates per historic traffic count information.
- b. Evaluate future area trip generation potential, based on comprehensive land use plans and proposed development information.
- c. Determine estimated design year (20 year) daily corridor and AM/PM peak hour turning movement traffic volumes as needed for critical intersection analysis, based on existing traffic, anticipated background traffic growth and future trip generation.

4. Analysis

- a. Review the most recent available five years of crash history for the corridor from the Iowa DOT crash database and ICAT application. Identify crash trends, types, major causes, and crash types related to access management, intersections and driveway conflict points with significant history, frequency or severity.
- b. Review the Central Iowa Regional Transportation Planning Alliance (CIRTPA) Safe Streets for All (SS4A) Comprehensive Safety Action Plan safety analysis and action plan items within the study area. Crash data and analysis available from the safety action plan will be used if available and relevant to this study. This may reduce the effort needed to complete this task and task 4a.
- c. Perform traffic operations analysis of AM and PM peak hour traffic, to determine average delays, levels of service and vehicle queuing for the following scenarios:
 - i. Existing conditions
 - ii. Design year traffic with existing Iowa 92 lane configurations
 - iii. Design year traffic with functional lane alternatives and/or access management alternatives
- d. Review event traffic as it relates to access management and alternatives for the Iowa 92 corridor.
- e. Perform an intersection functional area analysis for public street intersections and access locations for large traffic generators in the corridor.
- f. Evaluate existing access management and access management alternatives.

5. Recommended Improvements

- a. Identify the proposed Access Management Plan in comparison to existing Iowa DOT access control category.
- b. Based on analyses results, identify:
 - i. triggers for modifications to existing access control,
 - ii. alternative options and potential impacts of adding new access locations and removing existing locations,
 - iii. existing access which could be consolidated to improve access management, and

- iv. recommended improvements to accommodate existing and design year traffic.
- c. Prepare an implementation plan for access management.

6. Public Involvement

- a. Coordinate a Public Involvement meeting with property owners in the study corridor, and city/Iowa DOT staff. Also, provide a public webpage for public comments.
- b. Prepare summary information, graphics, or mapping displays for public webpage postings, and for use at the public meeting.
- c. Assist with the identification of stakeholders in the corridor. Prepare meeting notifications and contact impacted property owners/stakeholders.
- d. Assist with the public open house informational meeting to interact with the public on proposed plans, changes in the corridor, answer questions, and gather feedback.
- e. Summarize questions and answers from Public Involvement meeting and provide any summary answers for FAQ's to be posted to public webpage.

7. Report

- a. Prepare and submit to Iowa DOT a draft report, with appropriate tables and graphics, summarizing analyses performed and recommended access management plan based on the example table of contents example in Appendix C of the Iowa DOT Access Management Manual.
- b. Finalize report, based on comments received, and submit final report.
- c. Prepare a summary presentation as needed for City Council meeting per 1.e.
- d. Prepare the Access Management Plan (text, plans and maps describing all current and future access connections) to be included with the 28E Agreement (cooperative agreement) between the City and Iowa DOT.

Engineering Fees and Schedule: Snyder & Associates, Inc. will complete the above services for a “not to exceed” fee of \$102,235.00. Work will begin upon receipt of the Notice to Proceed from the City with the first invoice submitted after July 1, 2025 and monthly thereafter. Completion will be according to a mutually agreed schedule.



EXHIBIT B

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: April 7, 2025
Subject: Resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.

Introduction: In the event a property owner fails to pay nuisance abatement costs within the required notice period, Iowa law allows for a lien to be placed upon that property.

Background: The attached list shows a property owner who has not paid a nuisance abatement within the required notice period.

Discussion: The City can assess a lien against the property for the cost of nuisance abatement after the list has been published as required by law.

Budget Impact: The unpaid nuisance abatement amount to be sent to the county for collection is \$475.00.

Recommendation: Staff recommends the authorization of the certificate of liens to the Warren County Treasurer and the publication of the list. Roll call is in order.

Attachments:

1. Res 2025-00 resolution authorizing nuisance abatements to county
2. Nuisance Abatement Spreadsheet 3.31.25

City of Indianola
RESOLUTION NO. 2025-00

**RESOLUTION AUTHORIZING THE CERTIFICATION OF LIENS TO THE WARREN COUNTY
TREASURER FOR PURPOSES OF ASSESSING THE COST OF NUISANCE ABATEMENT
AGAINST PROPERTY**

WHEREAS, the property listed on the attached Exhibit has an unpaid nuisance abatement costs with the City of Indianola; and

WHEREAS, in the event that a property owner fails to make payment within the required notice period the Iowa law allows for a lien to be placed upon that property; and

WHEREAS, the City now wishes to authorize assessment of a lien against the property for the cost of nuisance abatement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Indianola hereby authorizes the assessment of a lien against the property listed on the attached exhibit.

BE IT FURTHER RESOLVED that the City Clerk is authorized to certify said list to the Warren County Treasurer and to publish.

BE IT FURTHER RESOLVED that all assessments exceeding \$500.00 may be paid up to ten (10) annual installments, to be paid in the same manner and with the same interest rate provided for assessments against benefited property under state law.

Adopted this 7th day of April 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: April 7, 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 Urban Revitalization Designations for new residential construction.

Address	Title Holder or Contract Buyer	Estimated or Actual Cost of Improvements	Prior or Final Approval Status
508 W 2nd Ave	EH Construction, LLC	\$562,000	Final
1608 E Girard Ave	Tanzinite Homes Co Inc	\$320,835	Prior
612 N 17th St	Graham, Megan/Jonathon	\$309,900	Final
1604 E Girard Ave	Tanzinite Homes Co Inc	\$368,125	Prior
1500 E Franklin Ave	KRM Development	\$268,935	Prior
1504 E Franklin Ave	KRM Development	\$274,465	Prior

Budget Impact:

Recommendation: All applications are in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025-00 Approving salaries

City of Indianola
RESOLUTION NO. 2025-00

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:

Caleb Fullerton, Full-Time Police Officer, to Grade PO 2, \$76,650.25/year, effective March 23, 2025; and

Kelsey McFarland, Part-Time Children Services Assistant, with \$0.15/hour longevity to Grade 2-C, \$25.785/hour, effective March 23, 2025; and

Tracy Van Zante, Full-Time Firefighter/Paramedic to Grade 5-D, \$74,348.13/year, effective March 23, 2025; and

Micah Bardwell, to Seasonal Sports Complex Concession Worker, \$12.00/hour, effective April 2, 2025; and

Catherine DeBlieck, to Seasonal Sports Complex Concession Worker, \$12.75/hour, effective April 2, 2025; and

Abigail Dostal, to Seasonal Sports Complex Concession Worker, \$12.00/hour, effective April 2, 2025; and

Rachael Dostal, to Seasonal Sports Complex Concession Worker, \$12.75/hour, effective April 2, 2025; and

Emma Holt, to Seasonal Sports Complex Concession Worker, \$11.25/hour, effective April 2, 2025; and

Madisyn Milby, to Seasonal Sports Complex Concession Worker, \$11.25/hour, effective April 2, 2025; and

Ashleigh Moyo, to Seasonal Sports Complex Concession Worker, \$11.75/hour, effective April 2, 2025; and

Prayer Moyo, to Seasonal Sports Complex Concession Worker, \$12.25/hour, effective April 2, 2025; and

Trinity Selgrade, to Seasonal Sports Complex Concession Worker, \$11.25/hour, effective April 2, 2025; and

Oscar Weeks, to Seasonal Sports Complex Concession Worker, \$11.25/hour, effective April 2, 2025; and

Lila Wolfe, to Seasonal Sports Complex Concession Worker, \$11.25/hour, effective April 2, 2025; and

Richard Drake, to Seasonal Parks Maintenance Worker/Mower, \$16.00/hour, effective April 6, 2025; and

Anthony Hair, Full-Time Operations Specialist I to Grade R21-3, \$64,650.67/year, effective April 6, 2025; and

Mike Miller, to Seasonal Parks Maintenance Worker, \$17.50/hour, effective April 6, 2025; and

Craig Ripperger, to Seasonal Parks Maintenance Worker/Mower, \$14.50/hour, effective April 6, 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 7th day of April 2025.

Steve Richardson, Mayor

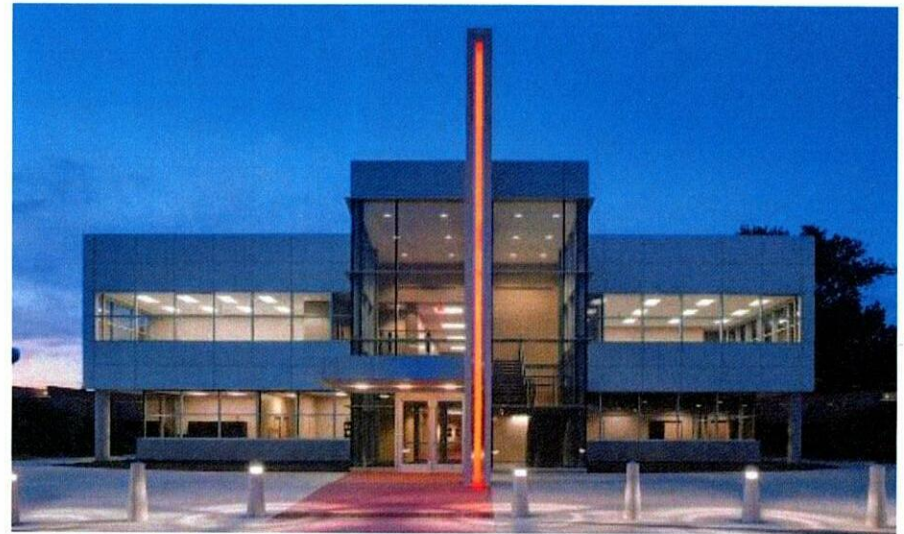
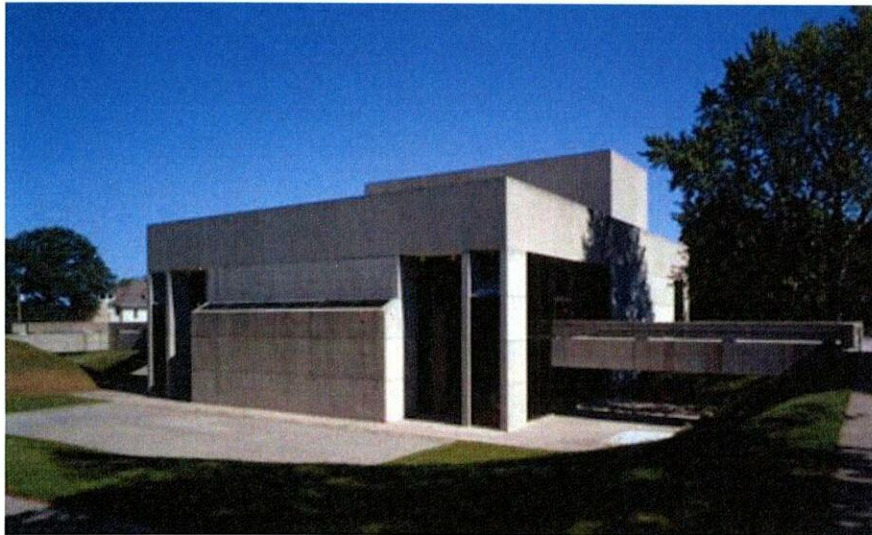
ATTEST:

Jackie Raffety, City Clerk



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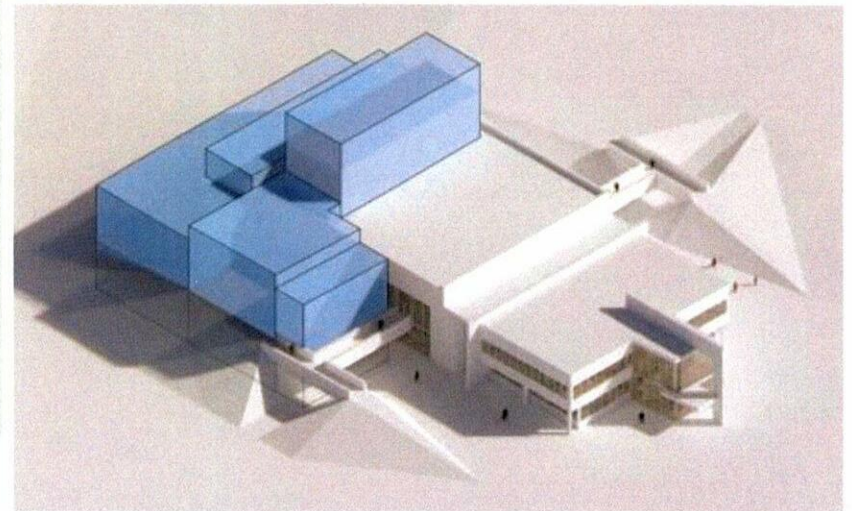
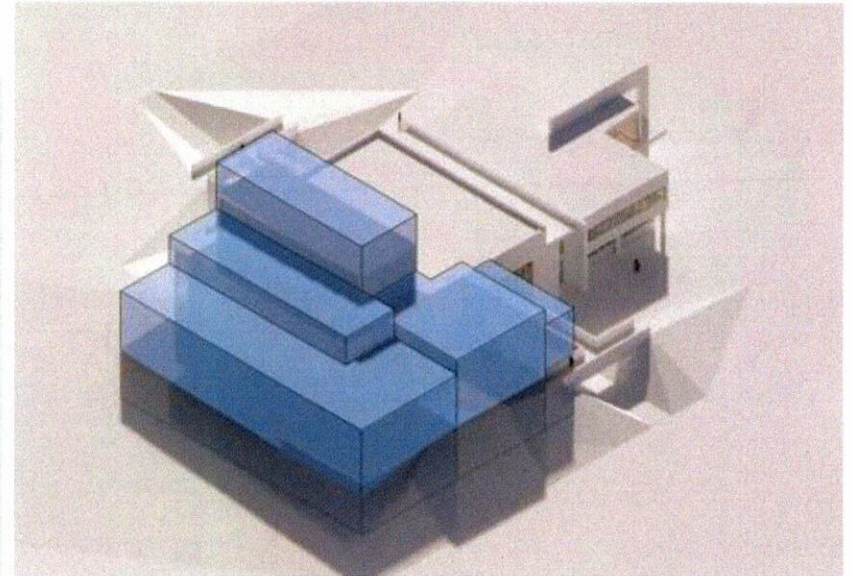
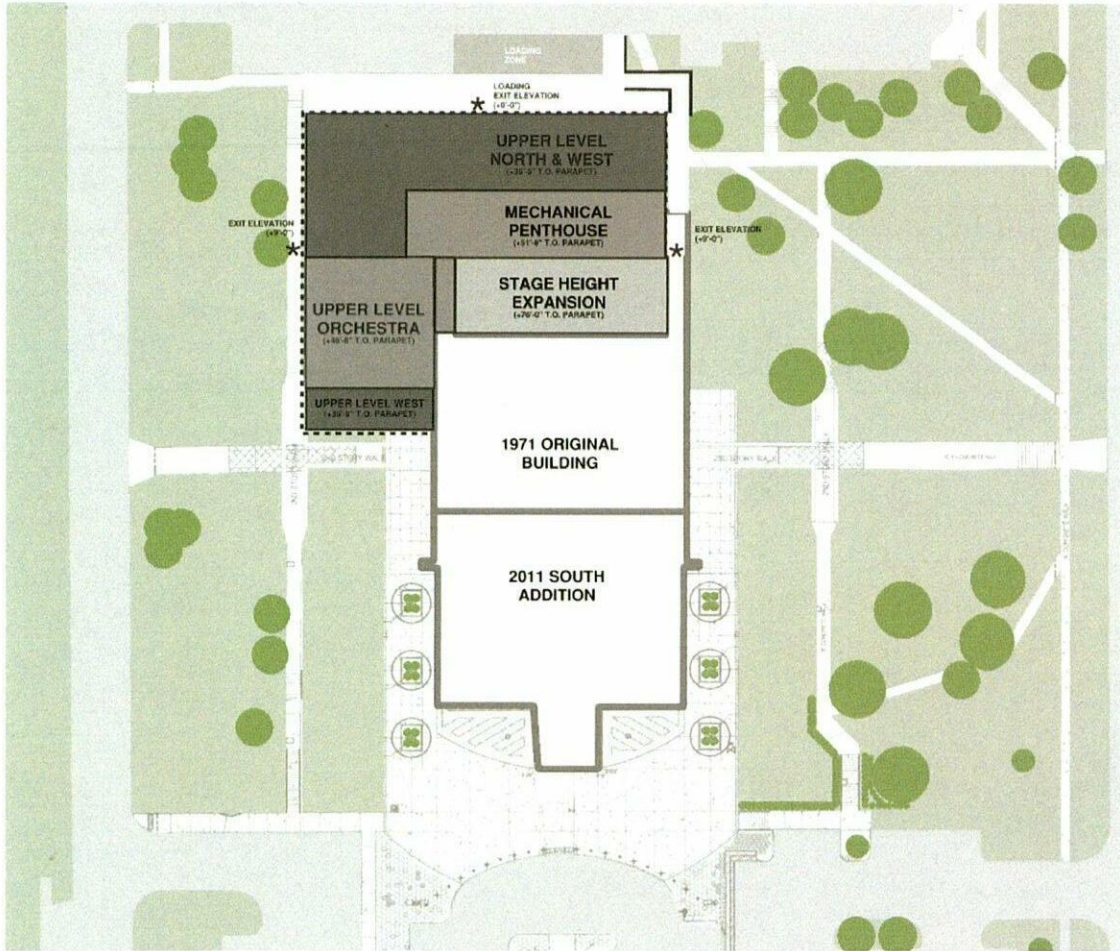
SIMPSON
COLLEGE





Blank Performing Arts Center

Recommendations



Proposed Lower Level

Expansion Option 1

- Renovated Dressing Rooms
- Orchestra Pit ADA access and egress
- New ADA accessible Lighting Control Room
- New ADA accessible Audio Control Room
- Barnum Theatre sound and light locks

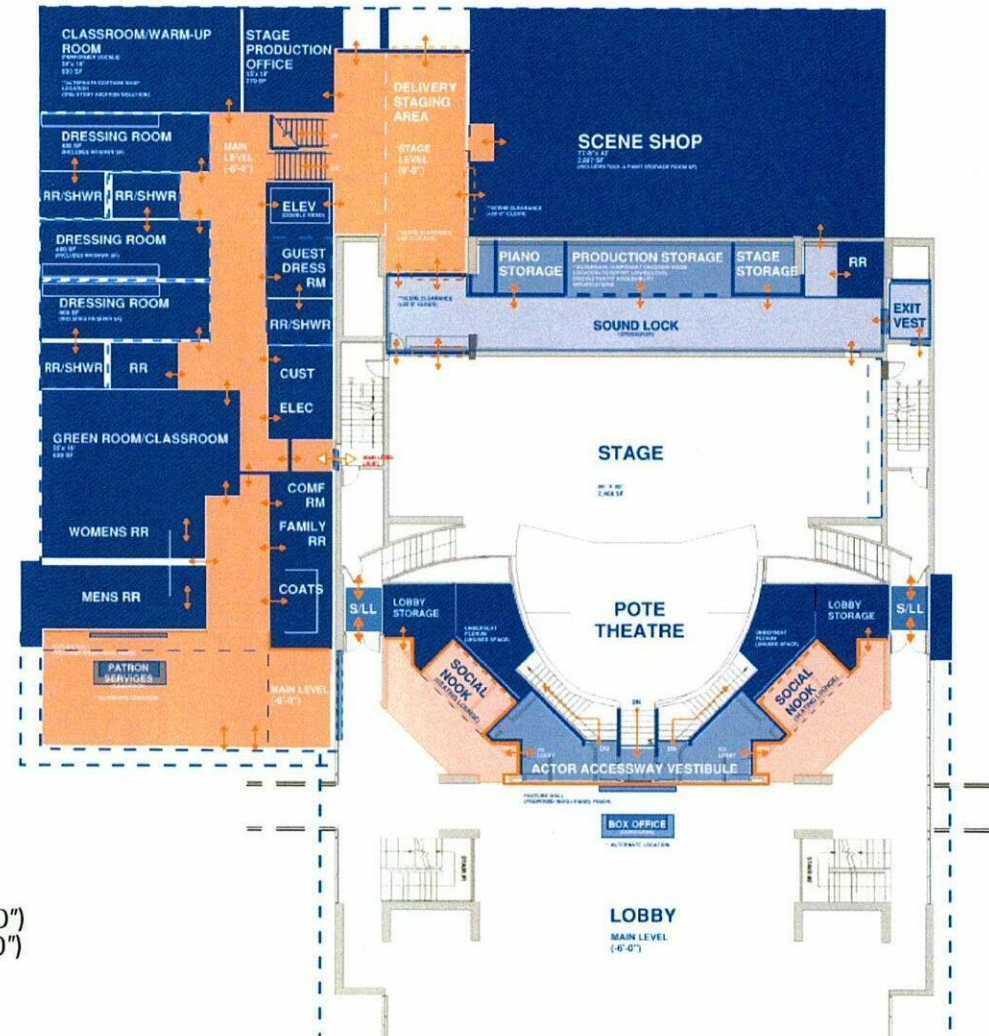


Lower Level
(-9'-0")

Proposed Main / Stage Level

Expansion Option 1

- Expanded scene shop
- Expanded dressing room and rehearsal space
- Expanded patron support areas (including restrooms, services, etc)
- New Lobby storage
- Actor access vestibule w/crossover to Lobby
- Pote Theatre sound and light locks

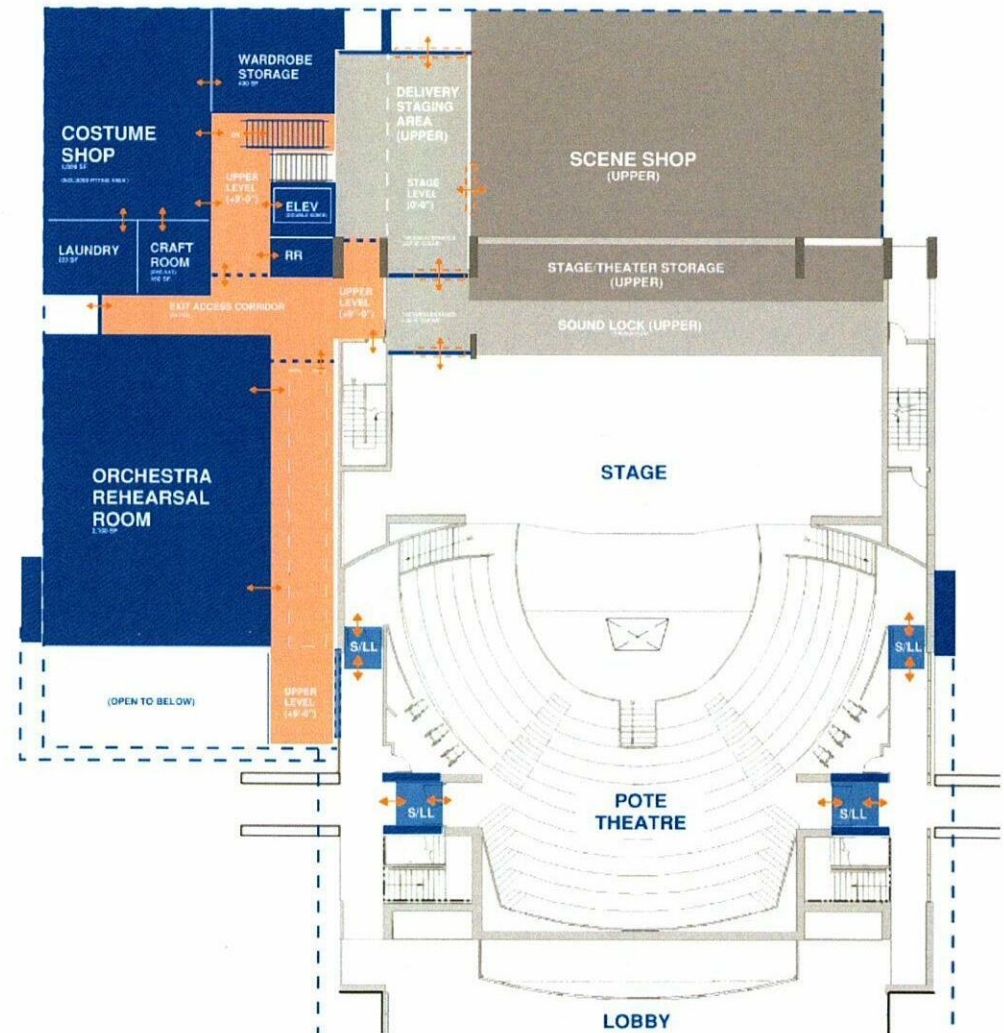


Main Level (-6'-0")
Stage Level (0'-0")

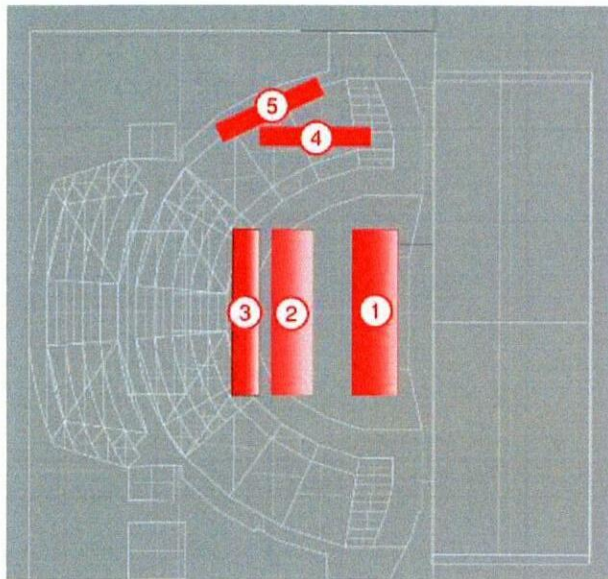
Proposed Upper Level

Expansion Option 1

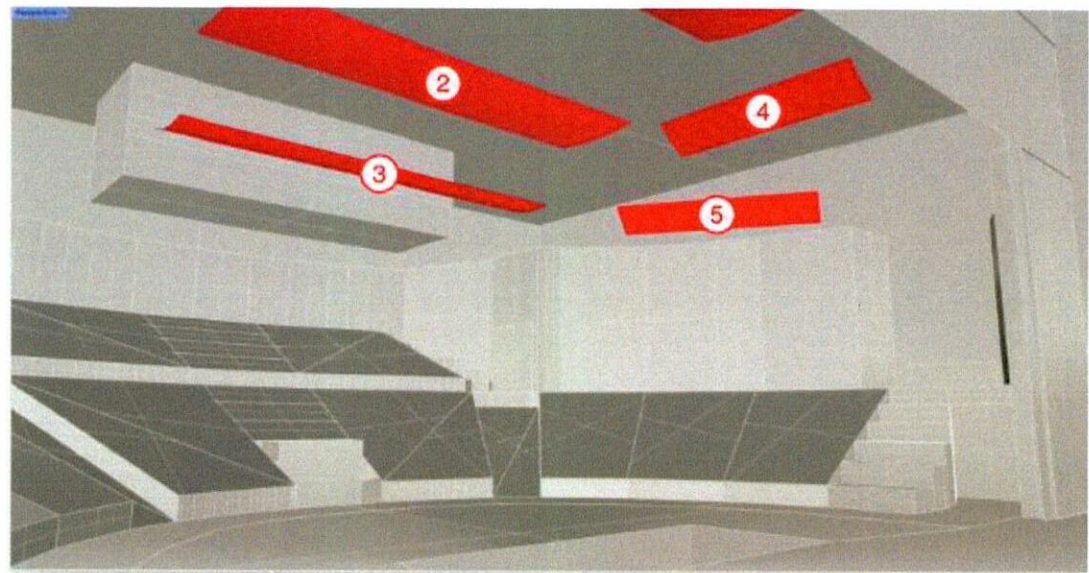
- New Orchestra Rehearsal Room
- New Costume Shop
- Back of house access to elevator & stage Level
- Pote Theatre sound and light locks
- Pote Theatre add ceiling reflectors



Upper Level
(+9'-0")



Reflected Ceiling Plan

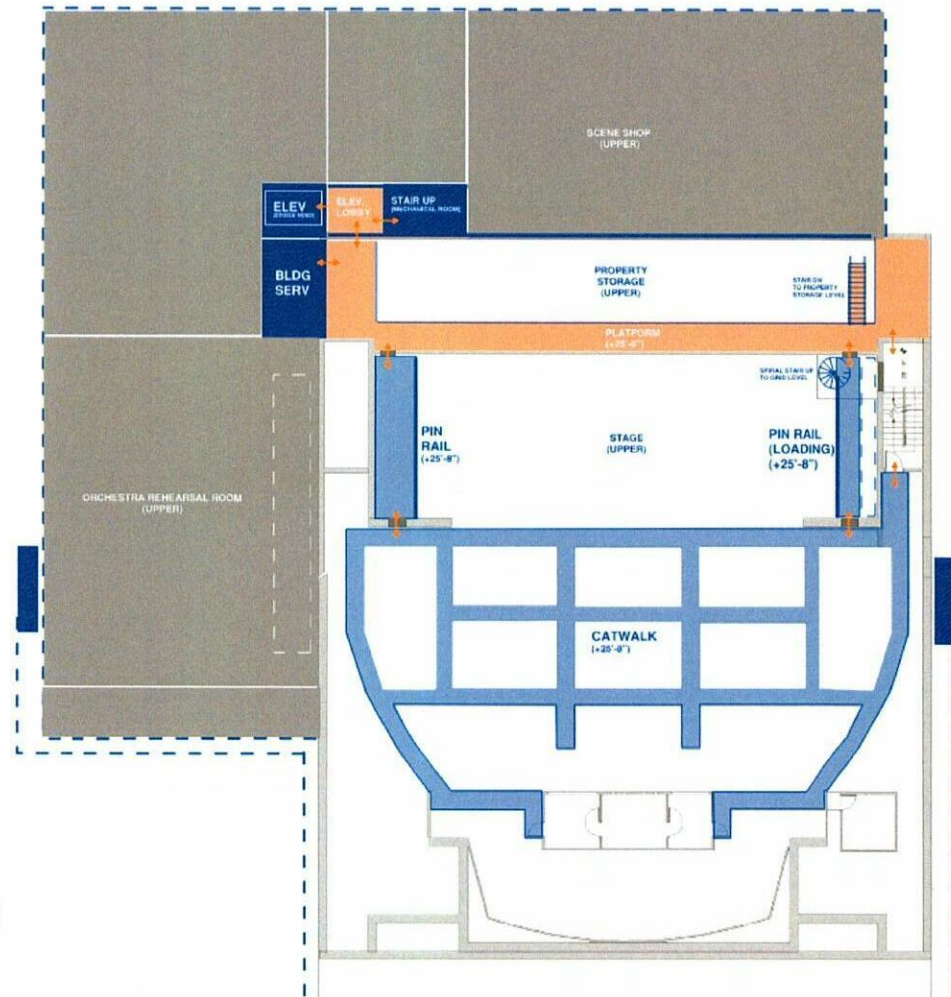


Perspective View, from Stage

Proposed Catwalk Level

Expansion Option 1

- Elevator Access to Catwalk & Pin Rail Level
- New catwalk system
- Additional storage

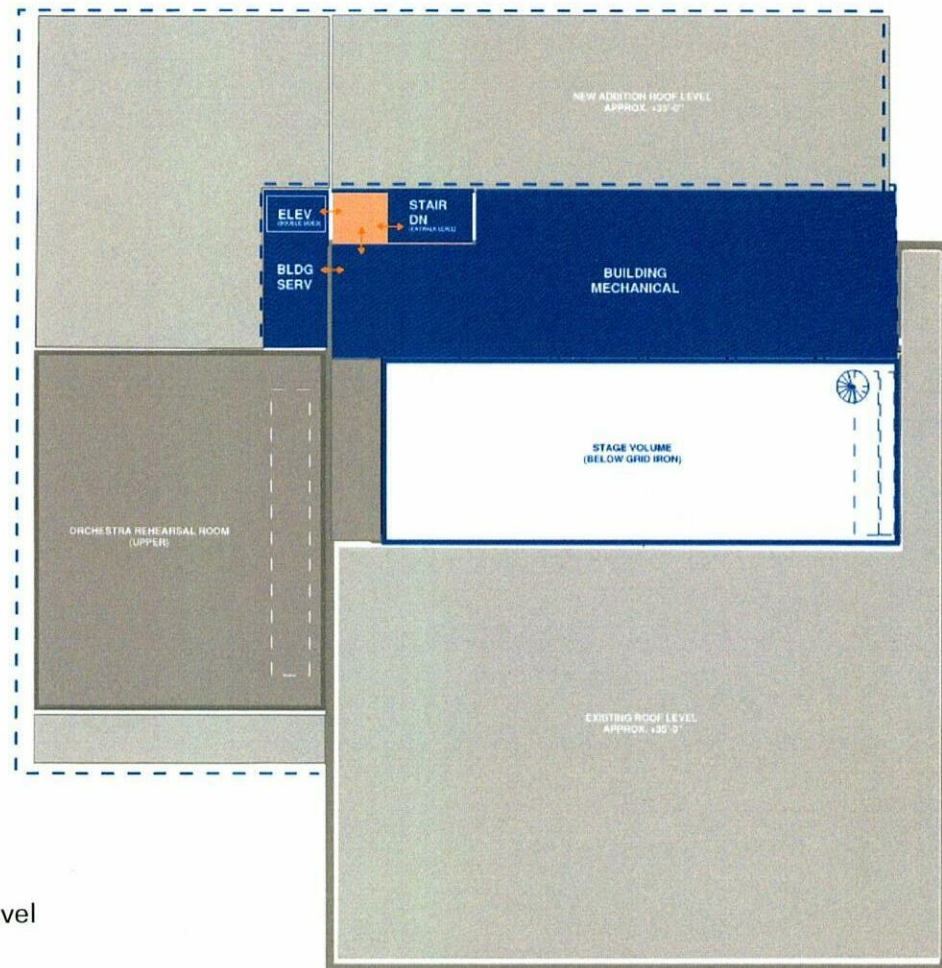


Catwalk Level
(+25'-0")

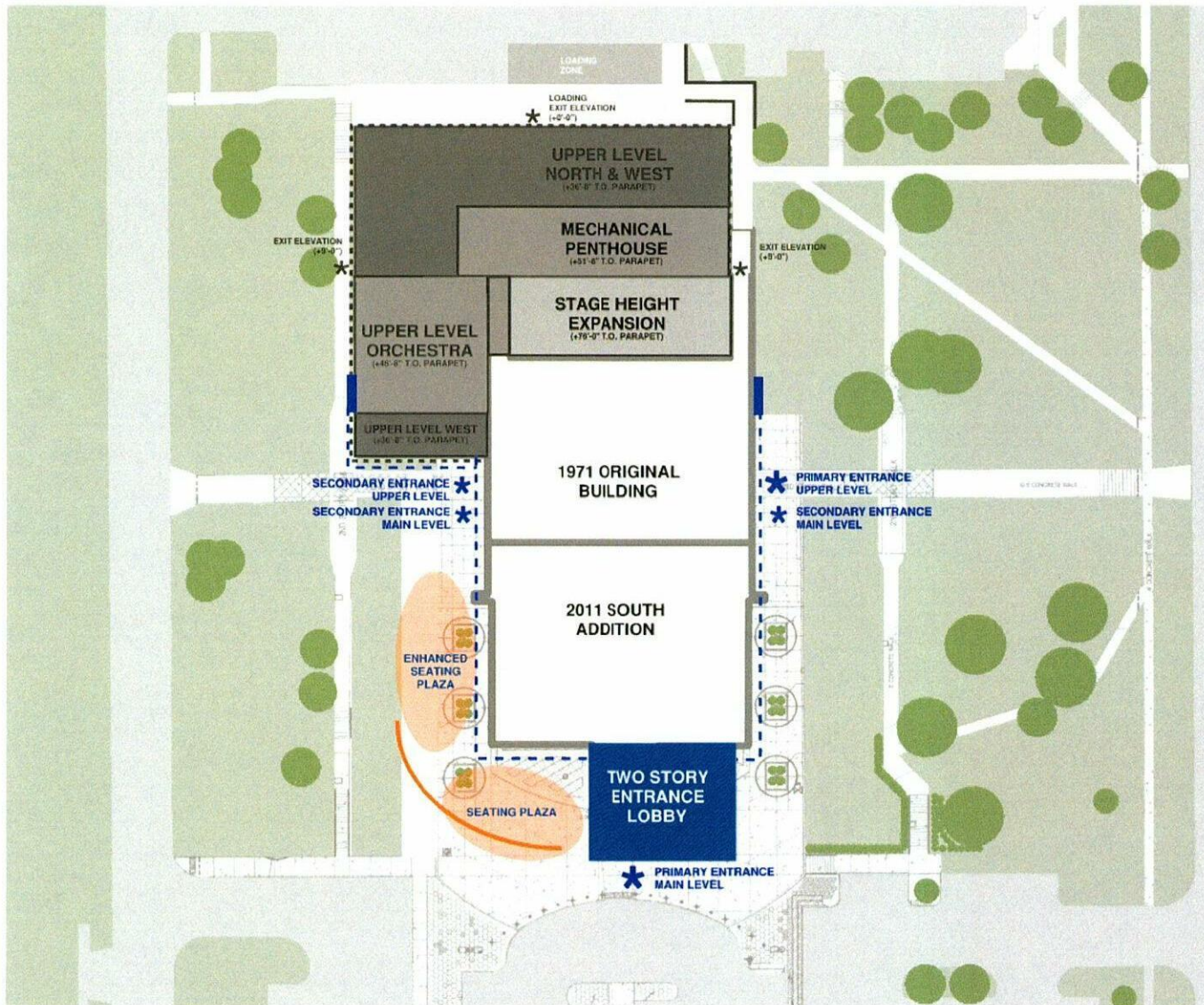
Proposed Mechanical Level

Expansion Option 1

- New building mechanical system
- Elevator access to Mechanical Level



Mechanical Level
(+35'-8")



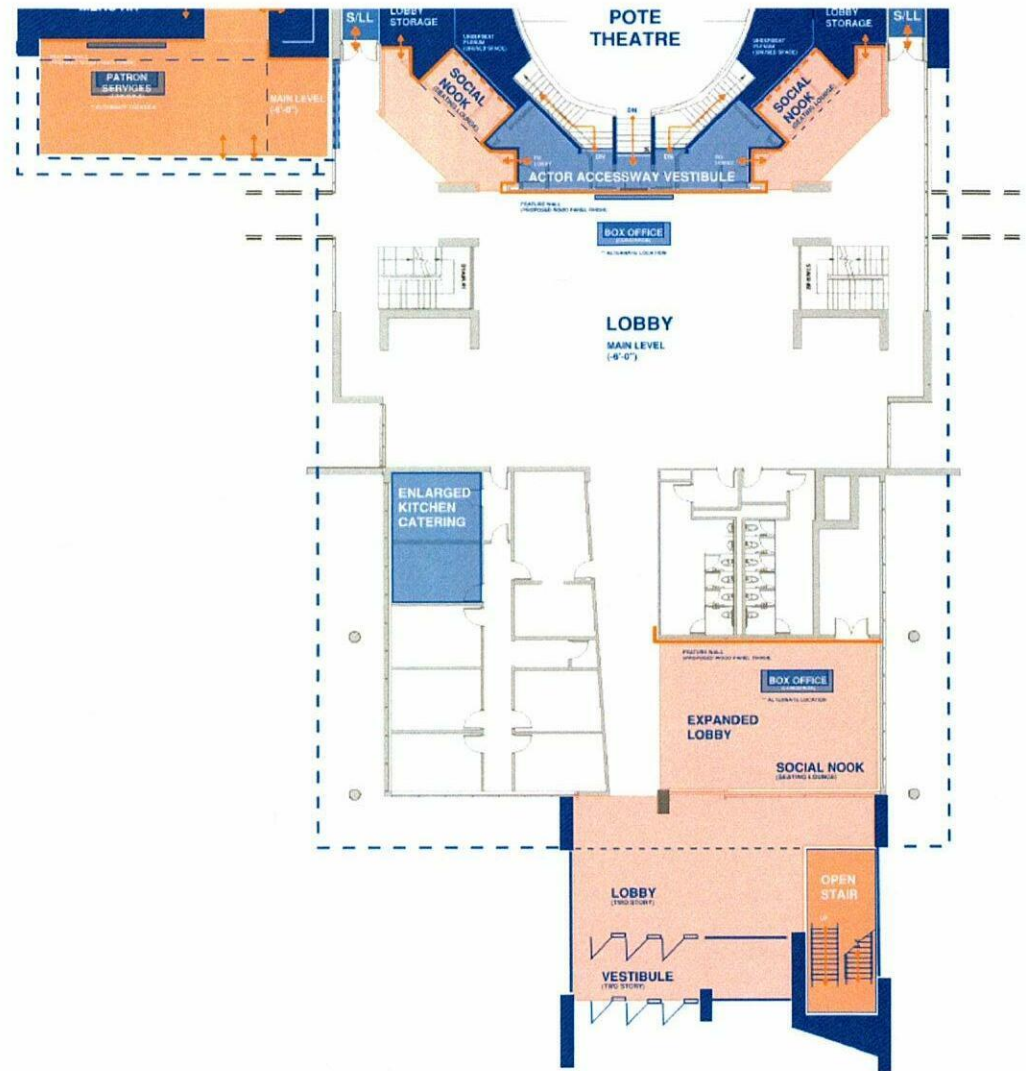
Proposed Main Level

Expansion Option 1

- Improve patron arrival experience
- Diverse areas for social gathering and programs
- Increased catering kitchen area



Existing Main Entrance



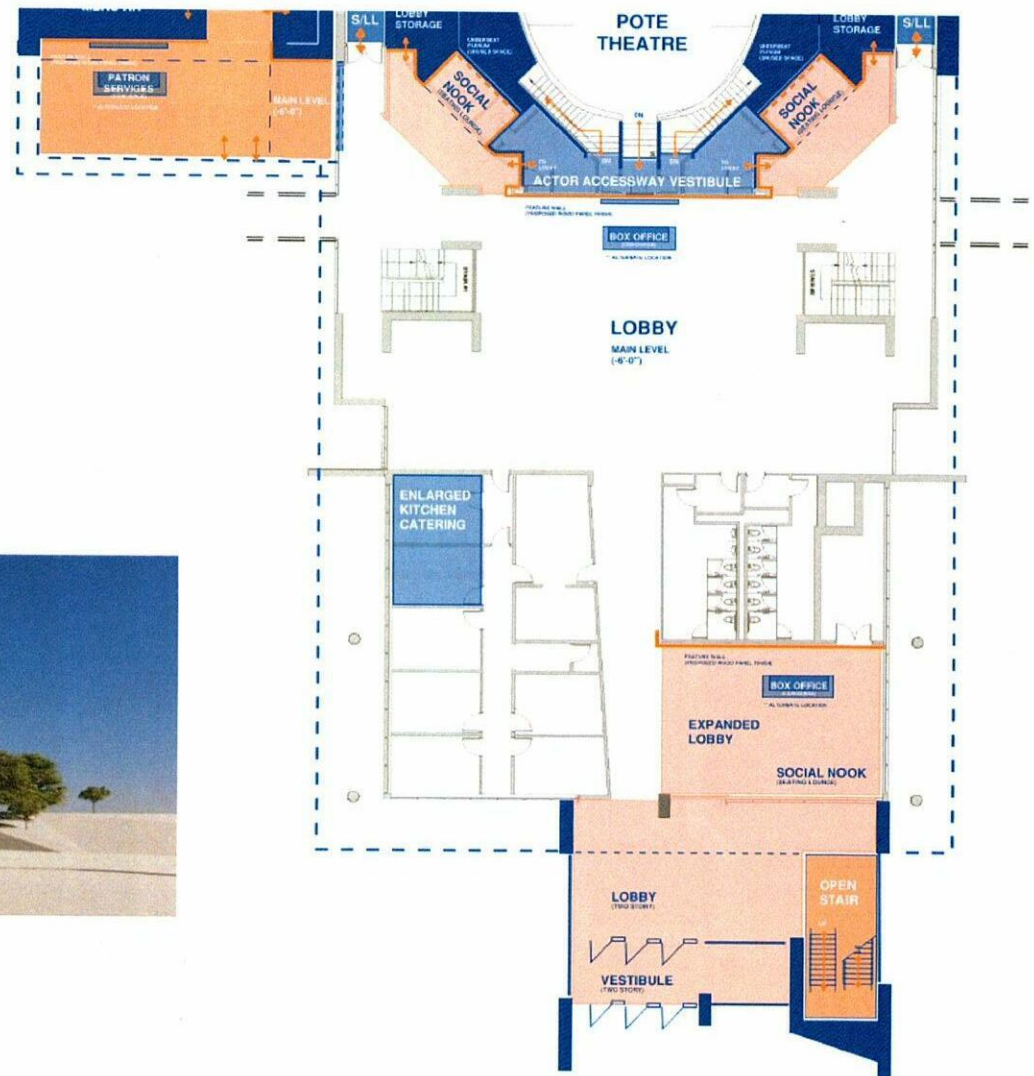
Proposed Main Level

Expansion Option 1

- Improve patron arrival experience
- Diverse areas for social gathering and programs
- Increased catering kitchen area



Proposed Main Entry



Concept Budget Summary

Concept Budget (10/17/2024):

Exterior Maintenance & Repair	\$ 1,515,125
Existing Building System Upgrades	\$ 4,701,930
Pote Theatre Renovations	\$ 7,519,781
Barnum Theatre Renovations	\$ 1,592,188
Lobby & 2011 Addition Renovations	\$ 1,085,625
2011 Addition Exterior Improvements	\$ 3,179,375
Building Addition	<u>\$ 16,557,113</u>
Total	\$ 36,151,137

Addendum (Larger Expansion):

Loading Dock and Scene Shop	\$ 1,697,500
Scene Shop Extension to East	\$ 268,800
Additional Expansion to West	\$ 3,737,500

Total Concept Budget **\$ 41,854,937**



DES
MOINES
METRO
OPERA

SIMPSON
COLLEGE

THEATRE PLANNERS / LIGHTING DESIGNERS
Schuler Shook

OPN
ARCHITECTS


threshold

 **DESIGN**
ENGINEERS
MECHANICAL & ELECTRICAL CONSULTANTS

RE **RAKER RHODES**
Engineering

 **STORY**
CONSTRUCTION



MEMORANDUM

To: Mayor and City Council
From: Aaron Hurt, Fire Chief
Date: April 7, 2025
Subject: Receive and file February 2025 EMS Billing Activity Report.

Introduction: Monthly report summarizing EMS billing activity and calls for service.

Background: Below are the EMS billing details reflecting the February billing activity and collection summaries as reported by Digitech Company & the monthly activity of the Indianola Fire Department for the month ending February 28, 2025.

Discussion:

Billing Activity & Collection Summary for the Period: 02/01/2025 - 02/28/2025	
Billing Activity Summary	Collection Report Summary
New Total Billable: \$177,849.96	All Accounts Collected Old/New: \$94,533.51
Billable Transports: \$176,449.96	Non-Transports Collected: \$875.00
Billable Non-Transports: \$1400.00	Unidentified Payments Collected: \$0.00
Total Non-Billable: (\$7,280.35)	Refunds: (\$2,427.77)
	Accounts Closed: (\$0.00)
	Forward to Iowa Income Offset: (\$12,833.58)
	Bad Debt - Write Off:
	Account Closed Other: (\$886.00)
	Account Closed -Deceased: (\$427.84)
	Account Closed - Unfreeze: (\$0.00)
Total Accounts Created: \$170,569.61	Net Total Collected: \$92,105.74

The above activity shows the TruBank Balance as \$438,474.79 and the Bankers Trust Account Balance as \$281,521.06 as reflected through 02/28/2025.

February Service Report		
Fire	5	2.00%
Rescue & EMS	202	80.80%
Rupture/Explosion	0	0%
Hazardous Condition	4	1.60%
Service Call	11	4.40%
Good Intent	17	6.80%
False Alarm & False Call	11	4.40%
Severe Weather	0	0%
Special Incident	0	0%
Total Calls for Service - February 2025	250	100%

Budget Impact: The billing data shows status billing amounts without remarkable fluctuations noted.

Recommendation: Receive and file as presented above

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Sunstone Investments LLC

Recommendation:

Attachments:

1. Sunstone Investments, LLC DA - Authorizing Resolution
2. Sunstone Investments DA- Execution Version

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

April 7, 2025

6:00 P.M.

Emerald Bay Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Sunstone Investments, LLC.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Sunstone Investments, LLC.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

**NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.**

April 7, 2025

The City Council of the City of Indianola in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Indianola and Sunstone Investments, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA AND SUNSTONE INVESTMENTS, LLC", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2025, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF INDIANOLA AND SUNSTONE
INVESTMENTS, LLC

WHEREAS, by Resolution No. 2025-011, adopted January 21, 2025, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Emerald Bay Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Emerald Bay Urban Renewal Plan (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Warren County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Sunstone Investments, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Required Improvements on certain real property located within the proposed Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the Agreement provides that the Required Improvements shall include the construction of Commercial Pads and LMI Housing Pads, as identified in the Agreement, and that the Additional Improvements shall consist of the construction of commercial and residential improvements on the Development Property; and

WHEREAS, the Agreement provides that the Developer will also construct Developer Public Improvements (as defined in the Agreement), consisting of the realignment of the street intersection of Jefferson (65/69) and Trail Ridge and the looping of all public utility services through the Development Property, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also obligates the Developer to complete the Vet Clinic Driveway Re-alignment, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the development of the Development Property, the cumulative total for all such payments not to exceed the lesser of \$3,883,219, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 7th day of April, 2025.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

I, the undersigned City Clerk of the City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

City Clerk, City of Indianola, State of Iowa

(SEAL)

4908-1622-7883-1\13538-190

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA

and

SUNSTONE INVESTMENTS, LLC

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called “Agreement”), is made on or as of _____, 2025, by and between the CITY OF INDIANOLA, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (the “Urban Renewal Act”) and SUNSTONE INVESTMENTS, LLC, an Iowa limited liability company having offices for the transaction of business at 7481 U.S. Hwy 65/69, Des Moines, IA 50320 (the “Developer”). The City and the Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Emerald Bay Urban Renewal Area (the “Urban Renewal Area”), which is described in the Emerald Bay Urban Renewal Plan approved for such Urban Renewal Area on January 21, 2025 (the “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Warren County, Iowa; and

WHEREAS, the Developer or its Affiliates (as defined herein) own certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (the “Development Property,” as defined herein); and

WHEREAS, the Developer will cause certain Required Improvements (as defined herein) to be constructed on the Development Property in the Urban Renewal Area, and will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the Developer will cause the completion of certain Developer Public Improvements (as defined herein) on the Development Property and dedicate them to the City; and

WHEREAS, the Developer will cause the completion of certain Vet Clinic Driveway Re-alignment Improvements (as defined herein); and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer’s obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Additional Improvements means the construction of commercial and residential improvements, other than the Required Improvements, described in Exhibit B and to be constructed on the Development Property.

Affiliate means an entity that directly or indirectly controls the Developer, is controlled by the Developer, or is under common control with the Developer. “Control” includes majority ownership, operational or other functional control, or both.

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit D and hereby made a part of this Agreement.

City means the City of Indianola, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2025, as amended.

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all parties to the Agreement, determined as the latest date of execution by one of the Parties.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means Sunstone Investments, LLC, and its permitted successors and assigns.

Developer Public Improvements means the realignment of the street intersection of Jefferson (65/69) and Trail Ridge, and the extension and looping of all public utility services through the Development Property, to be completed by the Developer, as further described in Exhibit B.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants mean the payments to be made by the City to Developer under Section 8.1 of this Agreement.

Emerald Bay Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Housing Unit means each residential dwelling unit constructed on the Development Property.

LMI Family means a household or family, including single person households, earning no more than eighty percent (80%) of the median area income for the Des Moines-West Des Moines Metropolitan Statistical Area as determined by the United States Department of Housing and Urban Development (HUD) in effect at the time of the applicable LMI Family's application for tenancy; the income threshold is subject to change annually as determined by the HUD.

LMI Housing Unit means a Housing Unit that is affordable to an LMI Family utilizing affordability information from: (1) the United States Housing and Urban Development HOME program; (2) the Iowa Finance Authority Low Income Housing Tax Credit program; or (3) a similar State or federal program identifying housing affordability levels for LMI Families.

Mortgage means any mortgage or security agreement in which Developer, or its Affiliate, has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Ordinance means an Ordinance of the City under which the taxes levied on taxable property in the Urban Renewal Area shall be divided and a portion paid into the Emerald Bay Urban Renewal Area Tax Increment Revenue Fund under the provisions of Iowa Code section 403.19.

Project means the construction and operation of the Required Improvements on the Development Property, the construction and dedication of the Developer Public Improvements, and the completion of the Vet Clinic Driveway Re-alignment, all as described in this Agreement.

Qualifying Improvements means the Required Improvements and the Additional Improvements more particularly described in Exhibit B to this Agreement.

Required Improvements means the construction of Commercial Pads and LMI Housing Pads, as further described in Exhibit B.

State means the State of Iowa.

Sunstone Investments, LLC TIF Account means a separate account within the Emerald

Bay Urban Renewal Area Tax Increment Revenue Fund of the City in which Tax Increment received by the City with respect to the Qualifying Improvements and Development Property shall be deposited under the provisions of Section 403.19 of the Code and the Ordinance.

Tax Increment means the property tax revenues with respect to the Development Property and Qualifying Improvements divided and made available to the City for deposit in the Sunstone Investments, LLC TIF Account of the Emerald Bay Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the Party delayed, or litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City).

Urban Renewal Area means the area known as the Emerald Bay Urban Renewal Area, as may be amended.

Urban Renewal Plan means the Emerald Bay Urban Renewal Plan, approved with respect to the Emerald Bay Urban Renewal Area, described in the preambles hereof.

Vet Clinic Driveway Re-alignment means the re-alignment of the driveway for the vet clinic located at 2201 N Jefferson Way as further described in Exhibit B.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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

c. All covenants, stipulations, promises, agreements, and obligations of the City

contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

a. Sunstone Investments, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and duly registered and authorized to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

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

f. Developer will reasonably cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the completion of the Required Improvements, the Developer Public Improvements, and the Vet

Clinic Driveway Re-alignment Project.

g. Developer shall cause the Required Improvements, the Developer Public Improvements, and the Vet Clinic Driveway Re-alignment to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer will use its reasonable best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before completing the Required Improvements, the Developer Public Improvements, and the Vet Clinic Driveway Re-alignment.

i. Developer shall use reasonable best efforts to obtain firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment in accordance with the terms of this Agreement and to provide the performance and maintenance bonds required under Section 3.6 hereof.

j. Subject to Unavoidable Delays, the Developer will complete the Required Improvements, the Developer Public Improvements, and the Vet Clinic Driveway Re-Alignment by November 30, 2026.

k. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

l. Developer shall dedicate or transfer to the City, at no cost to the City, the Developer Public Improvements and associated rights-of-way in the Development Property upon acceptance of the Developer Public Improvements by the City.

m. To the extent Developer has an obligation under this Agreement which requires action by an Affiliate, Developer represents and warrants that it has the authority and/or control to procure such action from the Affiliate and Developer agrees to procure such action from the Affiliate.

ARTICLE III. CONSTRUCTION OF REQUIRED IMPROVEMENTS, DEVELOPER PUBLIC IMPROVEMENTS, AND VET CLINIC DRIVEWAY RE- ALIGNMENT

Section 3.1. Construction. Developer agrees that it will cause the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment to be constructed in accordance with the terms of this Agreement and all State, federal and local laws. Developer agrees that the scope and scale of the Required Improvements to be constructed shall not be significantly less than the scope and scale as detailed in this Agreement.

All work with respect to the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment shall be in conformity with the Construction Plans (pursuant to Section 3.2.) approved by the building official or any amendments thereto as may be approved by the building official.

To the extent that the Developer or one of its Affiliates owns the Development Property, Developer agrees that they shall permit designated representatives of the City and the State, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Developer, at its sole costs and expense, shall acquire from the owner of 2201 N Jefferson Way, all rights and permissions necessary to complete the Vet Clinic Driveway Re-Alignment.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan and any governing Planned Urban Development (PUD) ordinances applicable thereto; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Required Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Required Improvements or Vet Clinic Driveway Re-alignment as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the components of the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment to be undertaken and completed: (i) by the date set forth in Section 2.2(j); or (ii) by such other date(s) as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.4. Certificate of Completion. Upon written request of Developer after completion of each of the Required Improvements and Vet Clinic Driveway Re-alignment, the City will inspect the Required Improvements and Vet Clinic Driveway Re-alignment, respectively, and, if completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, for each Required Improvement and Vet Clinic Driveway Re-alignment, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Required Improvements and Vet Clinic Driveway Re-alignment.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer, provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Required Improvements or Vet Clinic Driveway Re-alignment in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Required Improvements or Vet Clinic Driveway Re-alignment as constructed.

Section 3.5. Dedication of Developer Public Improvements. Upon notice of completion of the Developer Public Improvements, the City shall inspect the Developer Public Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Developer Public Improvements have been duly completed in compliance with this Agreement and all City ordinances, policies, and procedures, the bonds required by Section 3.6 have been provided, and the City approves the Developer Public Improvements, the Developer shall dedicate the Developer Public Improvements to the City and the City shall accept said dedication, at no cost to the City. If the City determines that the Developer Public Improvements are not acceptable, it shall notify the Developer in the same manner as refusal to provide a Certificate of Completion as described in Section 3.4.

Section 3.6. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this

Agreement for, in the aggregate, the anticipated full value of the completed Developer Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for the Developer Public Improvements shall remain in effect until construction of such Developer Public Improvements is completed, at which time a four-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Developer Public Improvements. Subject to conformance with any applicable City ordinance and provided the Developer nonetheless provides the required four-year maintenance bonds, the City agrees to accept a letter of credit in form and substance acceptable to City in lieu of the performance bond.

Section 3.7. No Special Legal Entitlements to Developer Public Improvements.

a. Developer recognizes and agrees that the Developer Public Improvements (upon dedication to the City) shall be owned and maintained by the City and that nothing in this Agreement grants Developer or its Affiliates any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Developer Public Improvements.

b. The Parties agree that the City and other Indemnified Parties (as hereinafter defined) are not responsible for and will have no liability to Developer or its Affiliates associated with the specifications, design, plans, quality of construction, or sufficiency of the Developer Public Improvements for any particular purpose.

ARTICLE IV. CONSTRUCTION OF ADDITIONAL IMPROVEMENTS

Section 4.1. Construction of Additional Improvements. The Developer agrees that any Additional Improvements constructed by Developer or its Affiliates on the Development Property will be constructed in conformance with the Construction Plans submitted to, and approved by, the City, pursuant to Section 4.2. The Developer agrees that the scope and scale of the Additional Improvements to be constructed shall not be significantly less than the scope and scale thereof as detailed and outlined in the Construction Plans, as so approved.

To the extent that the Developer or one of its Affiliates owns the Development Property, Developer agrees that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Additional Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 4.2. Construction Plans. Developer shall cause Construction Plans to be developed for Additional Improvements constructed by Developer or its Affiliates, which shall be subject to approval by the City as provided in this Section 4.2, and which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if they: (i) conform to the terms and condition of this Agreement; (ii) conform to the terms and conditions of the Urban

Renewal Plan and any governing Planned Urban Development (PUD) ordinances applicable thereto; (iii) conform to all applicable federal, State, and local laws, ordinances, rules, and regulations; (iv) shall be adequate for the purposes of this Agreement to provide for the construction of the Additional Improvements; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Additional Improvements are to be constructed shall be adequate to serve as the Construction Plans for the Additional Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by City shall not relieve the Developer or its Affiliates of any obligation to comply with the remaining terms and provisions of this Agreement, or the provisions of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose or subject the City to any liability for the Additional Improvements as constructed.

V. PROPERTY TAXES

Section 5.1. Real Property Taxes. Developer, or its respective successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by the Developer or its Affiliates. Until its obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the portions of the Development Property owned by Developer.

Developer, and its permitted successors and assigns, agree that prior to the Termination Date with respect to such portions of the Development Property owned by the Developer or its Affiliates:

a. It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Qualifying Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. It will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property, including but not limited to tax abatement under the City's Urban Revitalization Plan, between the date of execution of this Agreement and the

Termination Date.

Section 5.2. No Abatement. Developer, and its respective successors, agree that the Qualifying Improvements within the Development Property are not eligible for tax abatement under Iowa Code Chapter 404 or any other State, federal or local law, and this restriction shall be documented in the Memorandum of Agreement to be recorded pursuant to Section 11.9 of this Agreement.

ARTICLE VI. INSURANCE

Section 6.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Required Improvements, Developer Public Improvements and Vet Clinic Driveway Re-alignment (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Qualifying Improvements and Developer Public Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

ARTICLE VII. FURTHER COVENANTS OF DEVELOPER

Section 7.1. Maintenance of Properties. Developer shall maintain, preserve, and keep, and shall cause its Affiliates to maintain, preserve, and keep, their properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Qualifying Improvements, to the extent owned by the Developer or its Affiliates, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 7.2. Maintenance of Records. Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to its business and affairs relating to this Project in accordance with

generally accepted accounting principles, consistently applied throughout the period involved, and will provide reasonable protection against loss or damage to such books of record and account.

Section 7.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules and regulations relating to the Project.

Section 7.4. Non-Discrimination. In the construction and operation of the Qualifying Improvements, Developer shall not discriminate against any applicant, employee, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and customers are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 7.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement or the Project so that City can determine compliance with this Agreement.

Section 7.6. Operation of Required Improvements.

a. Commercial Pad Sites. Developer shall cause the construction of three (3) Commercial Pads (as defined on Exhibit B hereto) with the anticipation that they will be occupied by commercial enterprises employing employees therein. Developer shall use commercially reasonable efforts to cause the Commercial Pads to be occupied by businesses that add and retain employees, from the completion of the respective improvements through the Termination Date.

b. LMI Housing Units. Until at least the Termination Date, Developer shall ensure that at least 31% of the Housing Units constructed on the Development Property are offered for purchase or lease at price levels affordable to LMI Families utilizing affordability information from: (1) the United States Housing and Urban Development HOME program; (2) the Iowa Finance Authority Low Income Housing Tax Credit program; or (3) a similar State or federal program identifying affordability levels for LMI Families. If at any time prior to the Termination Date a judicial or administrative determination is made that the Developer has failed to satisfy this requirement, and the City is required to satisfy the “low and moderate income assistance” set aside requirement as set forth in Section 403.22 of the Code with respect to the Project, then Developer shall be liable to the City for the provision of an amount equal to the then-required set aside requirement either through the reduction of any Economic Development Grants, or if such reduction is insufficient, then through direct pay from the Developer to the City.

Section 7.7. Developer Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, duly authorized officers of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on any portion of the Development Property or Qualifying Improvements owned by Developer have been timely paid for the prior fiscal year (and for the current year, if due); (ii) the date of the first full assessment of the Required Improvements and the current assessment; (iii) certification of compliance with the requirements of section 7.6(b); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding

twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2027 and ending on October 15, 2037, both dates inclusive. Developer shall provide supporting information for the Annual Certifications upon request of the City. See Exhibit E for form required for the Annual Certification.

Section 7.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment shall commence and be completed within the time limits set forth herein; (b) the Required Improvements, Developer Public Improvements, and Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment shall be constructed and completed in accordance with the terms of this Agreement and any site/construction plans submitted to the City's building officials; (c) the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Required Improvements, Developer Public Improvements, and Vet Clinic Driveway Re-alignment shall be paid when due.

Section 7.9. Status of Developer; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer shall maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City.

b. In the event that Developer wishes to assign this Agreement, in whole or in part, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all of Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall not be unreasonably withheld by the City; provided, however, the City hereby gives its permission that, without further action on the part of the City: (i) the Developer's rights and obligations may be assigned to an Affiliate through a written assignment and assumption agreement if a copy of such written assignment is promptly

provided to the City; and (ii) the Developer's rights to Economic Development Grants hereunder may be collaterally assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, if a copy of such assignment is promptly provided to the City.

Section 7.10. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, and its respective successors or assigns, agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Qualifying Improvements from property tax liability, except with respect to any property transferred to the City in connection with public infrastructure, parks, and right-of-way. Nor can the Development Property or Qualifying Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement at the time of each payment, to make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to the Developer under the following terms and conditions.

a. Assuming Developer is in compliance with the terms of this Agreement at the time, if the Required Improvements are completed by January 1, 2027, then the City will certify debt to the County by December 1, 2027, and the Economic Development Grants shall commence on December 1, 2028, and end on June 1, 2038, under the following schedule:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
December 1, 2028	100% of Tax Increment for the first-half of Fiscal Year 28-29
June 1, 2029	100% of Tax Increment for the second half of Fiscal Year 28-29
December 1, 2029	100% of Tax Increment for the first-half of Fiscal Year 29-30
June 1, 2030	100% of Tax Increment for the second half of Fiscal Year 29-30
December 1, 2030	100% of Tax Increment for the first-half of Fiscal Year 30-31
June 1, 2031	100% of Tax Increment for the second half of Fiscal Year 30-31
December 1, 2031	100% of Tax Increment for the first-half of Fiscal Year 31-32
June 1, 2032	100% of Tax Increment for the second half of Fiscal Year 31-32
December 1, 2032	100% of Tax Increment for the first-half of Fiscal Year 32-33
June 1, 2033	100% of Tax Increment for the second half of Fiscal Year 32-33
December 1, 2033	100% of Tax Increment for the first-half of Fiscal Year 33-34
June 1, 2034	100% of Tax Increment for the second half of Fiscal Year 33-34
December 1, 2034	100% of Tax Increment for the first-half of Fiscal Year 34-35
June 1, 2035	100% of Tax Increment for the second half of Fiscal Year 34-35

December 1, 2035	100% of Tax Increment for the first-half of Fiscal Year 35-36
June 1, 2036	100% of Tax Increment for the second half of Fiscal Year 35-36
December 1, 2036	100% of Tax Increment for the first-half of Fiscal Year 36-37
June 1, 2037	100% of Tax Increment for the second half of Fiscal Year 36-37
December 1, 2037	100% of Tax Increment for the first-half of Fiscal Year 37-38
June 1, 2038	100% of Tax Increment for the second-half of Fiscal Year 37-38

b. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under Section 8.1(a) of this Agreement shall be equal to the sum of the total amount of the applicable percentages of Tax Increment collected in respect of the assessments imposed on the Development Property and Qualifying Improvements, but in no event shall the aggregate amount of the Economic Development Grants exceed Three Million Eight Hundred Eighty-Three Thousand Two Hundred Nineteen Dollars (\$3,883,219). It is further agreed and understood that in no event shall Developer be entitled to receive more than calculated under the formula set forth in this Section 8.1(a), even if the aggregate amount is less than maximum amount stated herein.

c. Calculation of Grants. Each annual payment shall be equal to the above percentages of the Tax Increment collected by the City under the terms of the Ordinance and deposited into the Sunstone Investments, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

Section 8.2. Conditions Precedent.

a. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

i. Developer’s timely completion of the Required Improvements, pursuant to the schedule and other terms of this Agreement, and issuance of a certificate of occupancy for the Required Improvements, as applicable;

ii. Developer’s timely completion of the Developer Public Improvements, pursuant to the terms of this Agreement, and dedication of the same to the City;

iii. Developer’s timely completion of the Vet Clinic Driveway Re-Alignment;
and

iv. The Developer being and remaining in compliance with the terms of this Agreement at the time of payment.

b. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Grant, then the City shall have no obligation to

make the Grant payment, in addition to having the remedies set forth in Section 10.2.

c. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(b).

Section 8.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by the specified amounts of Tax Increments that are received by the City from the Warren County Treasurer and that are deposited and held in the Sunstone Investments, LLC TIF Account of the Emerald Bay Urban Renewal Area Tax Increment Revenue Fund of the City. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council of the City. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City does not receive Tax Increment from the County; or the City receives an opinion from its legal counsel to the effect that the use of Tax Increment to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or is not an otherwise appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the

Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which eight (8) semi-annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.4. Use of Other Tax Increment. Upon the suspension or reduction of payment or termination of payment of the Economic Development Grants, the City shall be free to use any and all Tax Increment for any purpose for which the Tax Increment may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.5. Reduction of First Grant. Developer shall pay to the City an amount equal to the lesser of (i) the actual costs incurred by the City in connection with the drafting and adoption of this Agreement and the Urban Renewal Plan, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City or (ii) \$15,000. Payment by Developer of such costs shall be deducted from the first Economic Development Grant if not paid by Developer to the City within thirty (30) days of the Commencement Date of this Agreement.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IX, the “Indemnified Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Qualifying Improvements or Development Property, unless any loss or damage is caused by the negligent acts or omissions or willful or wanton misconduct of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Qualifying Improvements or Vet Clinic Driveway Re-alignment; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons

or property of Developer, or its respective officers, agents, servants, or employees or any other person who may be about the Qualifying Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the Required Improvements or Vet Clinic Driveway Re-alignment to be constructed or operated pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to cause the Developer Public Improvements to be constructed or dedicated pursuant to the terms and conditions of this Agreement.

c. Transfer of any of Developer’s or Property Owner’s respective interests in this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer or its Affiliates to timely pay ad valorem taxes on any portion of the Development Property and Qualifying Improvements owned by the Developer or the respective Affiliate;

e. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

g. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;

or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Qualifying Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default (except with respect to Events set out in 10.1(f-h) for which no notice is required), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default until Developer has cured such Event of Default.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to the best of its knowledge and belief after due inquiry, except as otherwise stated herein, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to Sunstone Investments, LLC, 7481 U.S. HWY 65/69, Des Moines, IA 50320;

b. In the case of the City, is addressed to or delivered personally to the City at: City of Indianola, Iowa, 110 North First Street, Indianola, Iowa 50125, Attn: City Manager;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2038, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Steve Richardson, Mayor

ATTEST:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On _____, 2025, before me a Notary Public in and for said State, personally appeared Steve Richardson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Indianola]

SUNSTONE INVESTMENTS, LLC,
an Iowa limited liability company

Title/Its: _____

This record acknowledged before me on _____, 2025 by _____ as the _____ of Sunstone Investments, LLC.

My commission expires: _____

Execution Version
4934-1035-4984\1

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

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. IOWA, AND EXCEPT THAT PART THEREOF TO THE STATE OF IOWA IN DEED RECORDED IN BOOK 152, PAGES 48-49, IN THE OFFICE OF THE RECORDER OF WARREN COUNTY, IOWA, AND INCLUDING THAT PART THEREOF GRANTED BACK TO HARRY A. BORTELL AND HELEN M. BORTELL BY THE STATE OF IOWA AS SHOWN IN THE PATENT RECORDED IN BOOK 160 PAGES 545-547 IN THE OFFICE OF THE WARREN COUNTY RECORDER. CONTAINING 24.50 ACRES, MORE OR LESS.

To be platted as:

Emerald Bay Plat 2, in the City of Indianola, Warren County, State of Iowa

EXHIBIT B
PROJECT DESCRIPTIONS

Required Improvements means the construction of three (3) commercial pad sites (“the Commercial Pads”), and at least four (4) LMI Housing pad sites (the “LMI Housing Pads”) on the Development Property.

Commercial Pad details. The three (3) Commercial Pads shall each be at least one (1) acre in size and shall be graded as depicted in Exhibit B-1.

LMI Housing Pad details. The four (4) LMI Housing Pads shall each be sufficient to support a multi-family housing project containing at least six LMI Housing Units, generally as depicted in Exhibit B-1

Additional Improvements means additional improvements, other than the Required Improvements, to be constructed on the remainder of the Development Property as shown in the final plat included in Exhibit B-1, each of which shall be constructed consistent with all applicable zoning ordinances and site plans.

Developer Public Improvements means realignment of the street intersection of Jefferson (65/69) and Trail Ridge substantially as depicted in Exhibit B-2, and the extension and looping of all public utility services through the Development Property as depicted in Exhibit B-2.

Vet Clinic Driveway Re-Alignment means the re-alignment of the driveway for the vet clinic located at 2201 N Jefferson Way substantially as depicted in Exhibit B-3.

Execution Version
4934-1035-4984\1



FAIR ACRES

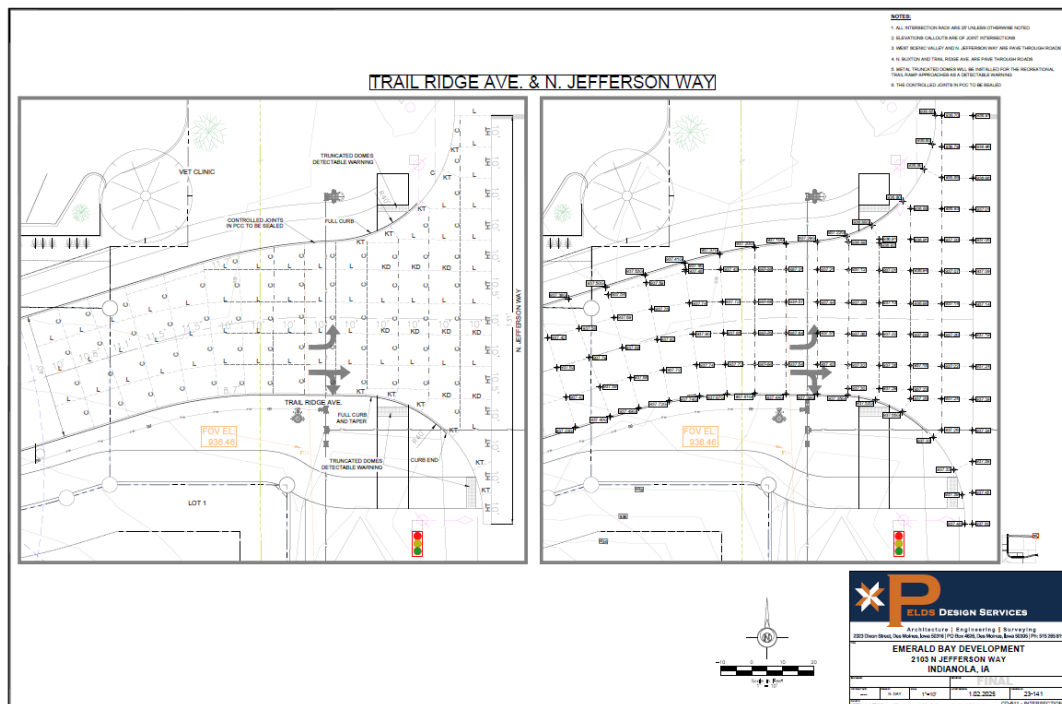
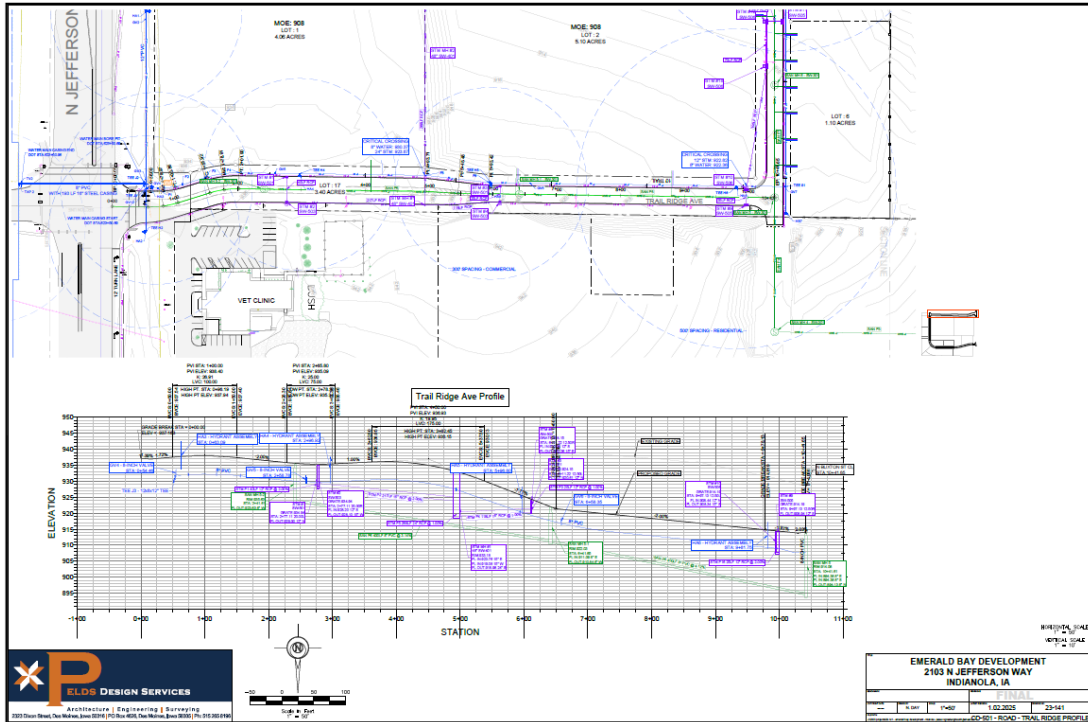
FINAL PLAT EMERALD BAY PLAT 2 INDIANOLA, IA 50125

Station	Radius	Chord	Chord Length	Angle
10+00.00	100.00	100.00	100.00	90.00
10+50.00	100.00	100.00	100.00	90.00
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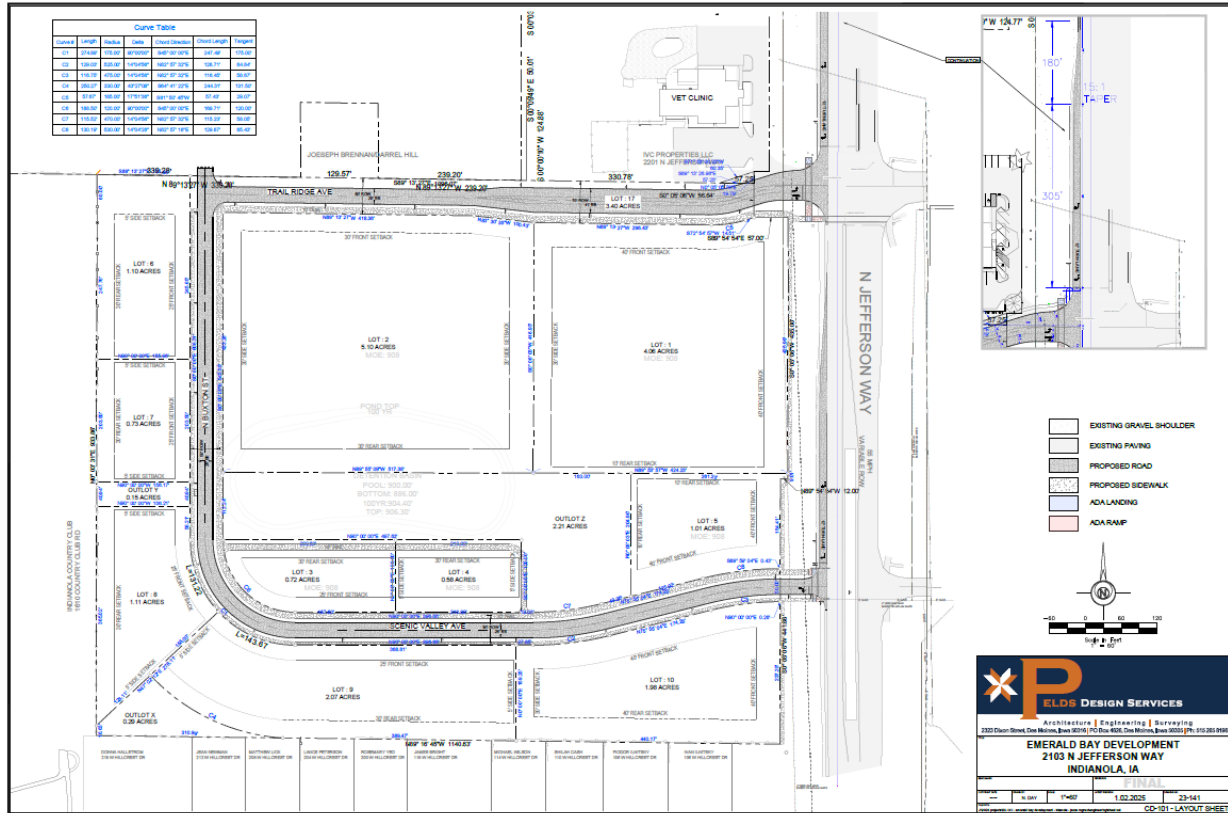
EXHIBIT B-2

DEVELOPER PUBLIC IMPROVEMENTS DEPICTIONS

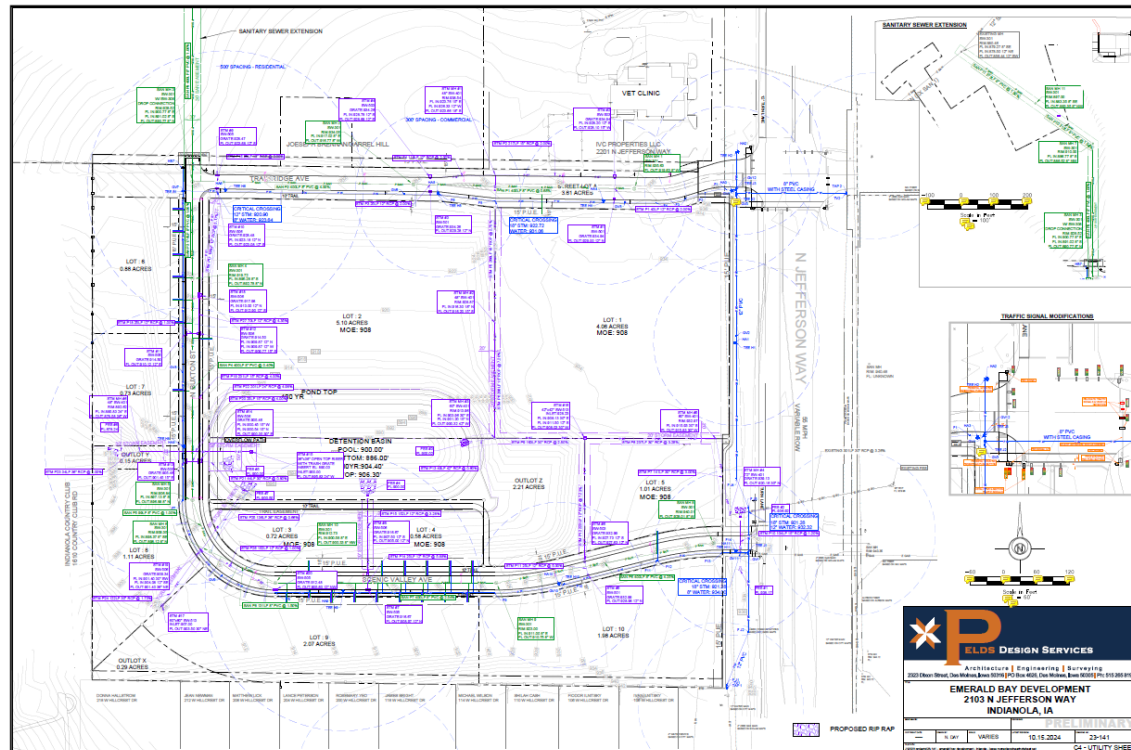
Intersection Depictions



B-5



Utility Loop Depiction



B-6

Execution Version
4934-1035-4984\1

VET CLINIC DRIVEWAY RE-ALIGNMENT

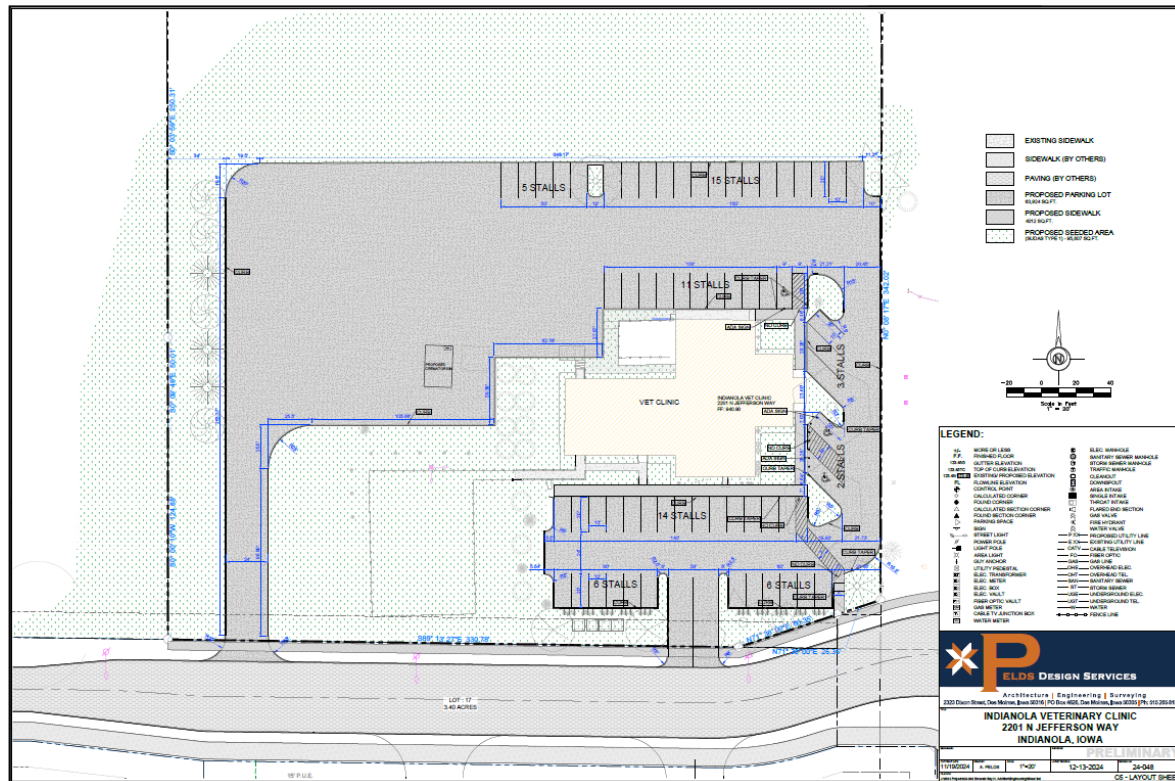


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Indianola, Iowa (“City”) and SUNSTONE INVESTMENTS, LLC (“Developer”), did on or about _____, 2025, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Emerald Bay Urban Renewal Plan (“Plan”), to develop certain real property located within the City and within the Emerald Bay Urban Renewal Area, legally described as follows:

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. IOWA, AND EXCEPT THAT PART THEREOF TO THE STATE OF IOWA IN DEED RECORDED IN BOOK 152, PAGES 48-49, IN THE OFFICE OF THE RECORDER OF WARREN COUNTY, IOWA, AND INCLUDING THAT PART THEREOF GRANTED BACK TO HARRY A. BORTELL AND HELEN M. BORTELL BY THE STATE OF IOWA AS SHOWN IN THE PATENT RECORDED IN BOOK 160 PAGES 545-547 IN THE OFFICE OF THE WARREN COUNTY RECORDER. CONTAINING 24.50 ACRES, MORE OR LESS.

To be platted as:

Emerald Bay Plat 2, in the City of Indianola, Warren County, State of Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the date first set forth above and terminates on _____, 20_____, unless otherwise terminated earlier as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. Developer and its successors agree that the Qualifying Improvements (as defined in the Agreement) within the Development Property are not eligible for tax abatement under Iowa Code Chapter 404 or any other State, federal or local law.
3. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
4. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Indianola, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development on the dates set forth herein.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Steve Richardson, Mayor

ATTEST:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On _____, 2025, before me a Notary Public in and for said State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Indianola]

EXHIBIT D
CERTIFICATE OF COMPLETION - REQUIRED IMPROVEMENTS/VET CLINIC
DRIVEWAY RE-ALIGNMENT

WHEREAS, the City of Indianola, Iowa (“City”) and Sunstone Investments, LLC (“Developer”), did on or about _____, 2025, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

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. IOWA, AND EXCEPT THAT PART THEREOF TO THE STATE OF IOWA IN DEED RECORDED IN BOOK 152, PAGES 48-49, IN THE OFFICE OF THE RECORDER OF WARREN COUNTY, IOWA, AND INCLUDING THAT PART THEREOF GRANTED BACK TO HARRY A. BORTELL AND HELEN M. BORTELL BY THE STATE OF IOWA AS SHOWN IN THE PATENT RECORDED IN BOOK 160 PAGES 545-547 IN THE OFFICE OF THE WARREN COUNTY RECORDER. CONTAINING 24.50 ACRES, MORE OR LESS.

To be platted as:

Emerald Bay Plat 2, in the City of Indianola, Warren County, State of Iowa

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to complete certain Required Improvements and a Vet Clinic Driveway Re-Alignment (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said [Required Improvements or Vet Clinic Driveway Re-Alignment] in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the [Required Improvements or Vet Clinic Driveway Re-Alignment] have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Warren County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the [Required Improvements or Vet Clinic Driveway Re-Alignment].

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On _____, 20_____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Indianola]

EXHIBIT E
ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies that, during the time period covered by this Annual Certification, the Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Qualifying Improvements then owned by the Developer have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Required Improvements were first fully assessed and are currently assessed as follows:

Lot	Date of First Full Assessment	First Full Assessed Value	Current Assessed Value

(iii) At least 31% of the Housing Units constructed on the Development Property are being offered for sale or lease at rates affordable to LMI Families; and

(iv) The undersigned officers of Developer have re-examined the terms and provisions of the Agreement and certify that to the best of their knowledge as of the date of this Annual Certificate, and during the preceding twelve (12) months, the Developer and Property Owner are not, or were not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Signature Page(s) Follow]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

DEVELOPER: SUNSTONE INVESTMENTS, LLC, an Iowa limited liability company

By: _____

Date: _____

Print Name: _____

Title/Its: _____

Attachments: Proof of payment of taxes

4919-3670-6092-1\13538-190



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Public hearing regarding the proposal to enter into a Development Agreement with Sunstone Investments LLC.

Recommendation: Roll call to open and close the public hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Resolution authorizing entering into a Development Agreement with Sunstone Investments LLC.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: April 7, 2025
Subject: Council At-large Vacancy

Introduction: At its meeting on March 3, 2025, the Indianola City Council approved a resolution to appoint a council member at-large.

Background: Applications for council member at-large were accepted through March 28, 2025 at 4 PM. Five applications were received; one applicant has respectfully pulled his name from consideration. The remaining applications are included in the packet. The appointed council member will serve until the end of the unexpired term, December 31, 2025.

Discussion: The Council is asked to interview each candidate separately, with each council member asking one question. After the interviews have concluded, the council members will write their votes on a piece of paper. The clerk will tally the votes. This process will continue until there is a majority consensus.

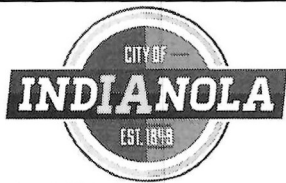
Four votes are required to approve the resolution appointing a council member. Mayor Richardson can administer the oath of office at the conclusion of the meeting, or within ten days of the appointment.

Budget Impact:

Recommendation:

Attachments:

1. Eric Martens, Application
2. Brad Ross Application
3. Robert Lane Application
4. Jason Etnyre Application



CITY CLERK'S OFFICE

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

COUNCIL MEMBER POSITION EXPRESSION OF INTEREST

PERSONAL INFORMATION

NAME:	ERIC Martens	TODAY'S DATE:	3-4-2025
STREET ADDRESS:	706 N. 14 th Street		
CITY:	Indianola	STATE:	IA
		ZIP:	50125
EMAIL:	EricMartens66@gmail.com		
HOME PHONE:	515-249-0666	CELL PHONE:	249-0666
		WORK PHONE:	SAME
OCCUPATION:	Freelance	YEARS RESIDED IN INDIANOLA:	25+
HAVE YOU PREVIOUSLY SERVED AS AN ELECTED OFFICIAL, HERE OR ELSEWHERE?			☐ YES ☒ NO
OFFICE:		YEARS SERVED:	

Please provide an essay of no more than 500 words indicating:

- Why you desire to be a Council Member of Indianola;
- Why you believe you are qualified for this position; and
- How you will contribute to keep Indianola moving forward in a positive way.

Please also attach a resume or bio that includes a listing of work experience and civic involvement.

Completed applications, with all required attachments, must be received by **4:00 PM on Friday, March 28, 2025**. All materials must be submitted to:

City Clerk's Office
110 N. 1st Street
Indianola, IA 50125

Or

cityclerk@indianolaiowa.gov

Applicants will be interviewed by the council at the April 7, 2025 city council meeting at 6:00 PM.

Applicant's Statement

I certify that I am legally eligible for appointment to the office for which I am applying, including residency requirements. I agree, if appointed, to fairly and impartially, to the best of my ability, discharge all the duties of the office as required by law.

SIGNATURE

3-4-2025

DATE Page 123 of 192

Thank you for taking the time to consider my interest in filling the At Large Council seat. I am a lifelong Warren County resident; I moved to Indianola in 1999 and have resided here since. My wife, Abby, and I raised 6 wonderful children here. 5 of the 6 graduated from the Indianola school district and we're proud to say one now works for ICSD. I have a 140 lb Great Dane, Reggie, who is my constant companion, he goes almost everywhere I go. I am interested the seat on the council because I am excited about the direction our town is moving, especially with the recent Main Street designation. We have multiple developments going in that will bring in both more residents and businesses. This growth will add a significant amount to our tax base. I feel I can add a fiscally responsible mentality, be transparent and I am not afraid to make hard decisions. There are going to be a lot of tough decisions ahead with the current deficit in our budget. I am ready to take off at full speed, doing everything I can to make our community the BEST in Iowa. I look forward to having a hand in making Indianola a phenomenal place to live, work, and visit.

I built my career through successful business management. I've managed Trusted Journey/LovingRest Pet Funeral Home for nearly 20 years. Managing a delicate business provided me with the unique opportunity to learn to help people and operate a small business within the confines of a limited budget. Using the financial knowledge and social lessons I have learned along the way; I now own 2 of my own businesses. Managing a business with delicate needs as well as owning two businesses requires effective leadership, immaculate financial management and a relentless positive attitude. My management abilities have served me well as I have taken on various positions within the hot air ballooning community and the boards that keep us operating. I previously served as the Vice President and safety chair of Fuelink Inc. I've served a term as both Vice President and President of the Iowa Balloonist Association, and I remain an active board member. I am the current President of the National Balloon Museum. My ability to work under pressure and through difficult circumstances has been a huge asset in navigating the hoops the museum has had to jump through post-fire.

I'd bring to the City of Indianola the ability to provide the residents a representative who is open to their needs and will listen to their concerns, while providing realistic feedback. I believe the budget should be balanced in a frugal manner that is beneficial to all without frivolously spending funds that benefit only a few. We aren't spending someone else's money; we are spending our money. All citizens should feel they are part of their city's financial and decision-making process if they so desire.

I pride myself on my empathetic nature, I am genuinely interested in the needs of others and aspire to be a helping hand others feel comfortable turning to. I have a no-nonsense approach to the financial implications a strict budget provides, with an ingrained waste not want not mindset.

I'm providing this summary to let you know I am not a career politician; I am a blue-collar worker who chose to raise my family in Indianola and the county I grew up in. I am an everyday person looking to represent the everyday people in our community. I would enter this position with no political agenda, other than doing what is best for Indianola's residents.

Thank you for your time and consideration.

Respectfully, Eric Martens



CITY CLERK'S OFFICE

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

COUNCIL MEMBER POSITION EXPRESSION OF INTEREST

PERSONAL INFORMATION

NAME:	BRAD ROSS	TODAY'S DATE:	3-24-25
STREET ADDRESS:	812 N. S. Court		
CITY:	INDIANOLA	STATE:	IA
ZIP:	50125		
EMAIL:	ROSS.BRAD57@gmail.com		
HOME PHONE:		CELL PHONE:	205-6220
WORK PHONE:			
OCCUPATION:	Retired	YEARS RESIDED IN INDIANOLA:	35
HAVE YOU PREVIOUSLY SERVED AS AN ELECTED OFFICIAL, HERE OR ELSEWHERE?			☒ YES ☐ NO
OFFICE:	City Council	YEARS SERVED:	4

Please provide an essay of no more than 500 words indicating:

- Why you desire to be a Council Member of Indianola;
- Why you believe you are qualified for this position; and
- How you will contribute to keep Indianola moving forward in a positive way.

Please also attach a resume or bio that includes a listing of work experience and civic involvement.

Completed applications, with all required attachments, must be received by **4:00 PM on Friday, March 28, 2025**. All materials must be submitted to:

City Clerk's Office
110 N. 1st Street
Indianola, IA 50125

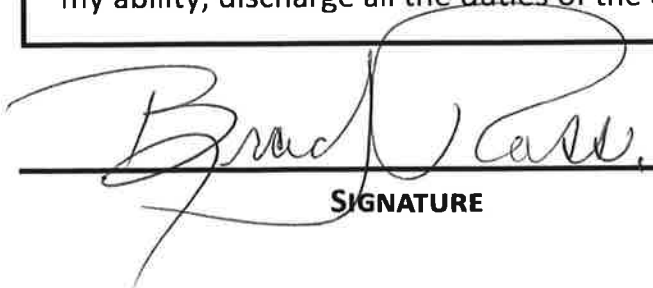
Or

cityclerk@indianolaiowa.gov

Applicants will be interviewed by the council at the April 7, 2025 city council meeting at 6:00 PM.

Applicant's Statement

I certify that I am legally eligible for appointment to the office for which I am applying, including residency requirements. I agree, if appointed, to fairly and impartially, to the best of my ability, discharge all the duties of the office as required by law.


SIGNATURE

3-24-25
DATE

CITY COUNCIL VACANCY



**Completed applications,
with all required attachments,
must be received by 4 p.m. on
FRIDAY, MARCH 28, 2025**

The Indianola City Council approved a resolution providing for notice of intent to fill a Council At-Large vacancy by appointment during the regular City Council meeting on Monday, March 3, 2025.

If you are interested in applying for this position, please complete the application and submit it to the City Clerk, along with a brief essay and work/civic involvement history. The deadline is at 4 p.m. Friday, March 28, 2025.

- Application

All materials must be submitted to:

City Clerk's Office
110 N. 1st Street
Indianola, IA 50125

or

Via email: CityClerk@indianolaiowa.gov

Applicants will be interviewed by the City Council at its regular meeting scheduled for Monday, April 7, 2025. It will begin at 6 p.m.

WHY YOU DESIRE TO BE A COUNCIL MEMBER OF INDIANOLA:

My family and I have been vested in Indianola for more than 35 years. This is home for not only our family but many dear friends that I want to see prosper. As a Council Member, I can bring my life experiences that can contribute to the community's well being, growth, and development.

WHY YOU BELIEVE YOU ARE QUALIFIED FOR THIS POSITION:

With my life experiences, prior council participation, and people skills, I believe my presence will foster long term planning and short term wins.

HOW YOU WILL CONTRIBUTE TO KEEPING INDIANOLA MOVING FORWARD:

I believe citizen participation, council transparency, and overall education will provide a clear path for the future. I will host a monthly coffee meet and greet, attend area club and organizational breakfast events, noon luncheons and evening activities as an educator and sounding board to address both wishes and concerns.

See attached letters of recommendation.

HIGH SCHOOL:

Vet Tech

EMS Certified

COLLEGE:

Ag. Education & Business Administration

Pres. of the Ag. Club

WORK PLACE:

Hy Club Member @ Cargill

Funk's G Transitional Team

Sales & Marketing Director @ Cemen Tech

Pres. of the Ornamental Concrete Producers Assoc.

Owner of two Start Up Companies

Co-Founder of New Millennium Power

U.S. Patent Owner #61056274

Elk's Lodge Member for 20+

Masonic Lodge Member for 20+

National Balloon Classic Steering Committee

Co-Founder of Bike Down To I Town

Stakeholder in two Businesses in Indianola

Director of Blessed Beyond Belief Charitable Foundation

Third Generation Family Farm owner

Government Center
14811 Manchester Road
Ballwin, MO 63011-4617



(636) 227-8580
Fax: (636) 207-2320
www.ballwin.mo.us

December 7, 2015

Name
Address
City, State, Zip

To Whom It May Concern:

Please accept this letter of recommendation for my friend and colleague Brad Ross. I had the honor of working for and with Brad during my time as City Manager in Indianola, Iowa. In addition to getting to know Brad through his work at one of Indianola's leading manufacturers, CemenTech, I also was able to serve with him during his time as a member of the City Council. I can say without hesitation that his passion and commitment to improving the quality of life for all those around him is unmatched.

During my tenure in Indianola, I had the opportunity to witness first hand Brad's dedication, commitment, and loyalty to his company and community. Brad worked tirelessly to not only identify issues that were barriers to growth and prosperity, but also to find solutions that resulted in reaching a successful outcome. Whether it was a phone call to a key business leader, engaging colleagues at CemenTech to solve a customer problem, volunteering at a community event, or raising funds in support of a community need or endeavor, Brad was first in line to offer assistance. Once involved, Brad was steadfast in ensuring that any project or need reached a positive result.

I am fortunate to have spent time working for and with Brad Ross. He remains a trusted colleague and friend that can always be counted on when needed. I am confident Brad will continue to invest his time and energy into improving his community through his work and official capacities as an elected official. Indianola, and all those who have the privilege of working with Brad understand the value of his leadership and commitment. Please do not hesitate to contact me should you have further questions or need additional information at ehanson98@hotmail.com.

Respectfully,

Eric Hanson
City Administrator

To whom it may concern:

This is to recommend Mr. Brad Ross for an unspecified position. I have known Mr. Ross for many years, and have worked closely with him on numerous occasions.

I have consistently found Brad to be the best possible example of an employee. He is industrious, always on the move and full of ideas as well as ideas regarding the means of improvement in all things. Brad is an excellent salesperson and his track record speaks for itself, but he has been and is far more valuable than even the dollar sales record would indicate. He has been the moving force behind much of our company's success in many ways beyond simply the sales portion of the business. His loyalty to the company in every respect is beyond reproach and he is constantly working to improve his company and the industry.

I have always found him to be honest, but aggressive in his relations with potential customers or others in the business world, but am also aware of his work outside of the business place. He has been instrumental in many of the successful promotions in our community and has been a leader on many levels in the community.

I am available at any time to provide additional information regarding Mr. Ross.

Gary L. Ruble

11434 Grimes St.

Indianola, Iowa 50125



City of Indianola

Parks and Recreation

2204 W. 2nd Ave., Indianola, IA 50125 • www.cityofindianola.com
515.961.9420 office • 515.961.9426 fax

August 20, 2001

Brad Ross
105 Phillips Place
Indianola, IA 50125

Dear Brad,

Sorry I'm late with this letter. I want to express my sincere appreciation for the use of the Buggy Bath Car Automatic Car Wash for the Convertible Car Wash Fundraiser for the skate park project. We really appreciate your willingness to make your facility available.

Who would have thought a crazy event such as this would raise \$5,000?

Thanks a million for coming up with the idea with Bill Keeble and for your support. I hope you will get some additional business from those who participated and now have first hand knowledge of the amount of water which is sprayed on a car to wash it.

Sincerely,

Glen Cowan
Director

~ We Take Fun Seriously ~

To Whom It May Concern:

I was fortunate to have had the opportunity to work with Brad Ross while I was a member of the sales and marketing team at Cemen Tech. Brad is a hard-working, conscientious, detail-oriented salesman who provides exceptional customer service to his clients. He carries himself with the utmost professionalism in the workplace and in his community and is well respected by his co-workers and clients. Brad exemplifies the talent and passion that any manager would welcome to their sales team.

During my time at Cemen Tech, I was consistently impressed with Brad's willingness to go the extra mile to get the deal done. Brad is incredibly thorough. He has exceptional attention to detail throughout the sales process, yet would be the first one to go to the plant and help with production of his customer's equipment.

As the Marketing Specialist, I appreciated Brad's willingness to learn new marketing methods. He led the way in establishing an extensive network of connections via LinkedIn. In a matter of weeks, Brad became one of the top users of social media for content marketing within the organization. He utilized his social media network to share valuable content with clients and prospects and helped build awareness of Cemen Tech products worldwide.

When Brad recognized the need for training within the concrete industry, he initiated a training class on volumetric mixer calibration. The class was held at the 2016 World of Concrete. It had the highest registration rate of any new class in World of Concrete history. As a result of his efforts, knowledge of volumetric mixers and Cemen Tech was significantly increased among concrete contractors in the industry.

Brad is a true leader. He is the kind of man who builds up those around him with his ever present positive attitude. Brad gives the same level of attention and respect to all employees regardless of title or pay grade. He notices other people's hard work and makes sure to acknowledge them. He builds long-lasting relationships and gains the respect of his peers.

When anyone asks Brad how he is doing, Brad always responds, "I am blessed." I can say in all sincerity that it was I who was blessed to have had the opportunity to work closely with Brad. Any company who employs Brad will also be "blessed." He is an incredible man, salesperson, volunteer, and co-worker.

Please feel free to contact me regarding any questions regarding this reference. I can be reached at 515-707-4663.

Sincerely,



Darci Borcharding



CEMENTTECH

Leaders in volumetric Proportioning
And Continuous Mixing Systems

1700 North 14th Street – Indianola, Iowa 50125

Phone: 800 / 247-2464 or 515 / 961-7407 FAX 515 / 961-7409

www.cementech.com

July 31, 2015

To Whom It May Concern:

I have had the opportunity to work alongside Brad Ross for the past sixteen years. Brad is a self-motivated individual, and he excels at motivating his co-workers to rise to greater achievements. Brad has always been a superior performer, and demonstrated excellent leadership when the company faced tough times, taking on the role of Sales Manager and helping the company and its staff through a difficult transition.

Brad's sales efforts have led our company to great success. He has developed his market area to be the largest within the company while being an active participant in the concrete industry as well as local community organizations.

In summary I would recognize Brad as a true role model who has the company, his co-workers and customers in mind at all times.

Sincerely,

Jeff Borup
Chief Financial Officer



Leaders in Volumetric Proportioning
And Continuous Mixing Systems

1700 North 14th Street • Indianola, Iowa 50125

Phone: 800 / 247-2464 or 515 / 961-7407 • FAX 515.961.7409

www.cementech.com

Dear Sir or Madam:

It has been my pleasure to work with Brad Ross for seven years and I would highly recommend him for any position you may be considering him for.

Brad has continually shown the ability to achieve the highest results possible and an uncanny way to always get the job done. As a result he has been and is the number one salesman on staff since his first day on the job. While his accomplishments are too numerous to list they would include major highlights such as bagging the largest sale in company history (Cemen Tech is a 32 year old company) and developing long lasting relationships with a major clients through truck dealers in his territory.

Not only has Brad done an excellent job as a salesman, he has also demonstrated the foresight and leadership skills necessary to become a manager if he should ever choose to make that type of a career move (he has already been promoted once to Assistant Sales Manager). He has also been directly involved with strategies that relate to our marketing and sales campaigns and his input has always been valuable and insightful. A prime example of this is when Brad secured several key testimonials which were instrumental in our "Quality worth talking about" campaign which once again led to significant sales.

Brad Ross has been a pleasure to work with and is the type salesman that you never have to worry about as a manager. His demeanor and work ethic are A1 and he is the type of professional you want on your team because, "Heaven help you" if he's on your competitors team.

Sincerely,

A handwritten signature in black ink that reads "Tom Palme". The signature is fluid and cursive, with a long horizontal line extending from the "T".

Tom Palme
Vice President Sales



Leaders in Volumetric Proportioning
And Continuous Mixing Systems

1700 North 14th Street • Indianola, Iowa 50125

Phone: 800 / 247-2464 or 515 / 961-7407 • FAX 515.961.7409

www.cementech.com

December 16, 2005

To Whom It May Concern:

I have had the honor of supervising Brad Ross for four years. Brad is a self motivated entrepreneur that gets the job done. Brad is also excellent at motivating other co-workers to rise to greater achievements.

Mr. Ross has always performed above the norm. His sales efforts have led our company to great success. His teaching and managing skills have helped other co-workers achieve greatness. Besides the commitment Brad has to his company, he is very active in organizations with in the concrete industry as well as local community organizations.

In summary I would describe Brad as an excellent role model and leader. He has a great business mind and the desire for success. If I had the opportunity to hire Brad again to work for or with me, it would be an honor.

Sincerely,
Cemen Tech, Inc.

A handwritten signature in black ink, appearing to read "Josh Watters". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Josh Watters
National Sales Manager

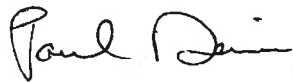
24 April, 2015

To Whom it may concern,

It has been a privilege working with Brad Ross for the over eleven years. He played a mentor role for me as I began my sales career with Cemen Tech. His consul has added to the productivity of the sales for myself, as well other other sales staff members. He has been a good team player, always attentive to issues and items that could enhance the company and its position in the market.

Brad showed excellent leadership when the company faced tough times, taking the role as Sales Manager, and helping the company through a difficult transition. I would highly recommend Brad in any position. He is a top level performer and individual.

Regards,

A handwritten signature in black ink, appearing to read "Paul Devine". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Devine".

Paul Devine
641 750 0059

November 2, 2015

I've had the pleasure of with working with Brad Ross for the last 12 years. Brad is someone I respect and enjoy working with – he gets things done with assertiveness and creativity. Brad thinks outside the box, is always coming up with new ideas to improve our products as well as marketing our company. Brad is a very effective sales person; he has been our highest and most consistent producer in a volatile industry. Our company went through some very difficult times during the recession that began in 2008 Brad not only maintained his territory he took over managing the sales department keeping us motivated and coming up with ideas to keep sales coming through the door. Brad is a generous of his time and talent and brings a lot of energy to work every day.

I would consider Brad to be an excellent employee; he's shown willingness to accept change and learn new technology, he's hardworking, ambitious and dedicated to the success of the business.

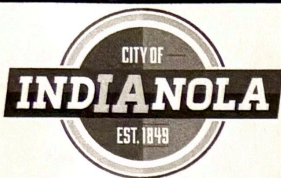
I would absolutely endorse/recommend Brad; if you have any questions feel free to contact me.

A handwritten signature in black ink, appearing to read "Doug Opie". The signature is fluid and cursive, with the first name "Doug" and last name "Opie" clearly distinguishable.

Doug Opie

310 North 14th Street

Indianola IA 50125



CITY CLERK'S OFFICE

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

COUNCIL MEMBER POSITION EXPRESSION OF INTEREST

PERSONAL INFORMATION

NAME:	Robert(Bob) J. Lane	TODAY'S DATE:	3-24-2025		
STREET ADDRESS:	817 Trail Ridge Road				
CITY:	Indianola	STATE:	Iowa	ZIP:	50125
EMAIL:	boblane1981@gmail.com				
HOME PHONE:	same	CELL PHONE:	515-783-7155	WORK PHONE:	-----
OCCUPATION:	Retired	YEARS RESIDED IN INDIANOLA:	30		
HAVE YOU PREVIOUSLY SERVED AS AN ELECTED OFFICIAL, HERE OR ELSEWHERE?					☐ YES ☒ NO
OFFICE:	-----	YEARS SERVED:	-----		

Please provide an essay of no more than 500 words indicating:

- Why you desire to be a Council Member of Indianola;
- Why you believe you are qualified for this position; and
- How you will contribute to keep Indianola moving forward in a positive way.

Please also attach a resume or bio that includes a listing of work experience and civic involvement.

Completed applications, with all required attachments, must be received by **4:00 PM on Friday, March 28, 2025**. All materials must be submitted to:

City Clerk's Office
110 N. 1st Street
Indianola, IA 50125

Or

cityclerk@indianolaiowa.gov

Applicants will be interviewed by the council at the April 7, 2025 city council meeting at 6:00 PM.

Applicant's Statement

I certify that I am legally eligible for appointment to the office for which I am applying, including residency requirements. I agree, if appointed, to fairly and impartially, to the best of my ability, discharge all the duties of the office as required by law.

SIGNATURE

3-24-2025

DATE

ROBERT J. LANE

I didn't grow up in Indianola but Indianola is *my home*. I first came to Indianola in the fall of 1977 as a freshman at Simpson College. What I didn't know then was the impact this community would have on my life. My second year at Simpson I met my wife here and since that time I have spent 30+ years of my adult life here. After moving away for two separate job opportunities, Indianola kept calling me back. We have spent the last 18 years enjoying all that Indianola has to offer.

I would like to become more involved in our community and serving on the Council is an opportunity to give back to a place that means a great deal to me and my family. I have witnessed some great things take place in Indianola in recent years and am excited about the future of our town. Now that I am retired, I am finally in a position to dedicate the time required to serve on the council and our citizens. Having spent the majority of my career in higher education, I believe my experience of serving on the President's Cabinet at multiple colleges has prepared me for the type of work the city council does. A president's cabinet is a group of 6-9 college officers tasked with leading the college in all aspects of the institution. I have had over 30 years of that experience dealing with everything from balancing budgets with financial constraints to communicating decisions that have been made to various constituents. While many would describe these tasks as challenging, I found them very rewarding and can now look back knowing I made a positive impact on each of those colleges I served. I also think that combining my many years in Indianola with those I have spent in other communities have given me a perspective that would be helpful when dealing with a variety of issues.

While we are in the middle of some challenging financial times, I don't believe this is unique to Indianola. Challenges are opportunities. If selected I would take time to get to know each member of the Council and why they serve which will provide some valuable insight on what is important to each member and how they communicate. The better the council knows one another, the better we will be able to work together and serve our community and neighbors.

I also recognize the importance of listening to the concerns of community members and being transparent with our decisions. Focusing on educating the community on how and why decisions are made should be helpful when we are confronted with difficult times. Everyone may not always agree with the council's decisions, but transparency in those decisions is extremely important.

I hope to have the opportunity to share my passion and experience for the betterment of this place I call home.

ROBERT J. LANE

817 Trail Ridge Road, Indianola, Ia. 50125
Cell: (515) 783-7155

EDUCATION:

Master of Science, December 1989
Bachelor of Arts, May 1981

Iowa State University, Ames, Iowa
Simpson College, Indianola, Iowa

PROFESSIONAL EXPERIENCE:

Vice President for College Advancement, January 2007- June 2023 (retired)

Simpson College, Indianola, Iowa

Responsible for the oversight and supervision of the entire Advancement division, which included College Advancement, Alumni Relations, Corporate/Foundation Relations and Stewardship/Research. Served as recording secretary to the Trustee/Nominations Committee and served as a member of the Strategic Planning Committee, the Budget Committee and the President's Cabinet. In cooperation with the President, the Cabinet and Board of Trustees, establish budgetary goals and administer programs to secure the financial support for the operating budget, special programs and capital needs. Also managed the office's annual operating budget and operated the departmental budget in the black seventeen consecutive years.

Chaired the Inauguration Committee for the College's thirteenth president coordinating events which transpired over a month-long celebration in conjunction with the College's 175th Anniversary. Those events included the inaugural ceremony, a black-tie dinner, a month-long art exhibit, an academic symposium and two garden dedications as well as other assorted activities.

Supervised and managed the College's last four fundraising campaigns, which accounted for over \$60 million in support of capital and endowment objectives and created the Blank Theatre addition (2010), the Kent Campus Center (2012) the Johnson Fitness Center (2014) and The Imagine the Impact Campaign completed in 2020 (The operational budget and technology enhancements were also a part of this effort. Additionally, we assisted raising the funds for the new turf and track in Buxton Stadium (2021), the artificial turf at McBride Field and Softball stadiums (2022) and the Cowles Fieldhouse renovations in 2022-2023.

Interim President, January 2020-May 2020

Simpson College, Indianola, Iowa

Oversaw the entire campus operation and learned crisis management navigating COVID and personnel issues. Served as the institutional contact for the Board of Trustees during the semester while also learning a great deal about working with the state and federal governments when applying for assistance to balance budgets, refunding student accounts and keeping all our faculty/staff paid throughout the semester.

Vice President for Advancement, August 1995-December 2006

Interim Dean of Admissions, August 2001-January 2002

Illinois College, Jacksonville, Illinois

Executive Director of Development, September 1993-July 1995

Cornell College, Mount Vernon, Iowa

Director of Development, March 1989-September 1993

Director of Major Gifts and Planned Giving Programs, February 1988-March 1989

Director of Planned Giving Programs, March 1985-February 1988

Simpson College, Indianola, Iowa

District Sales Manager, July 1984-March 1985

Pepsi-Cola Bottling Group, Phoenix, Arizona

Admissions Counselor, January 1982-July 1984

Assistant Football Coach, Fall 1983, Head Golf Coach, Spring 1984

Simpson College, Indianola, Iowa

Program Director, September 1981-January 1982

YMCA, Marion, Iowa

COMMUNITY ENGAGEMENT:

Indianola Development Association (2009-2012)

Indianola First United Methodist Church Fellowship Committee (2007-present)

Indianola First United Methodist Church Endowment Committee (2013-2016)

Helping Hand volunteer (2024-present)

Meals on Wheels volunteer (2024-Present)

Indianola Breakfast Club (2007-2019)

Jason Etnyre

Contact information

641-373-0879

jason@thedirtdealer.com

1202 East Franklin Avenue

Indianola, Iowa 50125

Honorable Mayor and Council,

It is with pleasure that I am submitting my application packet for the vacant City of Indianola City Council position. I feel that my almost two decades of public sector management and budgetary experience coupled with my education make me the candidate needed at this time of transition and transformation for the City of Indianola, the City I love and call home.

I am experienced with making decisions and being part of teams that assist with controlled and intelligent growth of communities of various sizes. My in-depth understanding of infrastructure and the value of its functionality adds a new layer to your team that would be an asset in the current Council cycle and possibly into the future. My understanding of the position makes me ready to step in and perform the roles immediately with minimal lag in duties.

My family and I hold a love for this community and the impact I feel I can make upon the City I am proud to call our home is great. I am hoping from my attached essay and my resume you will see that I have a lot to offer your team.

Thank you for your consideration and I look forward to meeting with you at the April 7th Council meeting in person to further discuss the impact I can make in our community.

Sincerely,



Jason C. Etnyre

March 26, 2025



CITY CLERK'S OFFICE

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

COUNCIL MEMBER POSITION EXPRESSION OF INTEREST

PERSONAL INFORMATION

NAME:	Jason C. Etnyre	TODAY'S DATE:	3-26-25
STREET ADDRESS:	1202 East Franklin Avenue		
CITY:	Indianola	STATE:	IA
ZIP:	50125		
EMAIL:	jason@thedirtdealer.com		
HOME PHONE:	641-373-0879	CELL PHONE:	641-373-0879
WORK PHONE:			
OCCUPATION:	Construction Inspection Supervisor	YEARS RESIDED IN INDIANOLA:	7.5
HAVE YOU PREVIOUSLY SERVED AS AN ELECTED OFFICIAL, HERE OR ELSEWHERE?			☐ Yes ☒ No
OFFICE:		YEARS SERVED:	

Please provide an essay of no more than 500 words indicating:

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- Why you believe you are qualified for this position; and
- How you will contribute to keep Indianola moving forward in a positive way.

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cityclerk@indianolaiowa.gov

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Applicant's Statement

I certify that I am legally eligible for appointment to the office for which I am applying, including residency requirements. I agree, if appointed, to fairly and impartially, to the best of my ability, discharge all the duties of the office as required by law.

SIGNATURE

3-26-25

DATE

March 26, 2025

The City of Indianola is in a position where there are difficult decisions that need to be made, not just for today but for the coming years as well. Although the current staff and elected team did not wholly place the City into this position, this team will be responsible for guidance through the turmoil to come. It is going to take a team of elected leaders to not only be educated in the workings of municipal government, governmental budgetary operations, and a better than average departmental operations understanding. I feel that I fit that description in a manner that exceeds that of other candidates that have stepped forward. My love and passion for this community is what drives me to submit this application of interest. My continued following and knowledge of the municipal operations of this community and the personal connection I have with many employees on the staff have guided me to apply to seek this leadership role.

Having served various roles in communities of differing sizes, I understand the roles that not only Council members serve but also the value of the employees that perform the day-to-day tasks that run the City. I've served in communities where budgets were lean on good years and desperate during bad years. Difficult decisions had to be made at both the staff and elected official level. I've been a part of those decisions. I've agonized alongside my fellow department managers as they've tried to find the words to tell employees that their positions were eliminated, knowing full well that their own personal scope of services remained the same or grew. I've watched as elected officials used their staff as pawns to grow their personal agendas when cuts within departments were needed. I made a promise to myself that if I was ever presented with an opportunity to step forward and make an impact within a community, I would take the chance and be a part of the solution and not wait for others to act. Today is that day. I realize that if selected for this role at this time, there is not much opportunity for change that can come from the person selected. The person selected must be prepared to be a part of a team that is a guiding rudder on a ship set sail upon a stormy sea. The ship is not sinking. The ship has not been lost at sea. The ship has simply been set off course by outside forces and will need both the management staff and the elected officials of this community to band together to weather the storm. The ship isn't looking for a Captain. The ship is looking for a crew member that understands the inner working of the vessel and is willing to jump aboard in the middle of the storms, not fully knowing the destination or the duration of that storm. I am that person for the assignment.

Respectfully submitted,
Jason C. Etnyre

JASON C. ETNYRE

EDUCATION

January 2024-May 2025	Drake University
Masters of Public Administration	Des Moines, Iowa
September 2006-December 2009	Buena Vista University
Bachelor's Degree	Storm Lake, Iowa
Business Management with a Human Resources emphasis	
September 2001- May 2003	Ellsworth Community College
Associate's Degree	Iowa Falls, Iowa
September 1993-May 1994	Illinois State University
Animal Science Major/ General Course Classes	
January 1993- May 1993	Casey-Westfield High School
High School Graduate	Casey, Illinois

PROFESSIONAL EXPERIENCE

March 2020-Present **City of Des Moines, Iowa**

Construction Inspection Supervisor, Engineering Department

- Manage the day-to-day operations for the Capital Construction Inspections Division for the Engineering Department
- Manage a staff of 11 full-time employee and 9 part-time/seasonal employees. Staff comprised of 8 Sr. Inspectors, 1 Sr. Eng Technician, and 2 Lab Technicians
- Prepare training and equipment budget for the division
- Serve as City Representative to Public, Businesses, and Engineers (Internal and Consulted) on up to \$200 million annually in Capital road, sewer, storm sewer, park, trail, bridge and other miscellaneous projects within the City limits of Des Moines

October 2019-March 2020 **Snyder & Associates**

Construction Inspections Department Manager

- Manage a team of up to 8 full-time inspection staff members
- Develop clients, both private and public sector, for further usage of

the team in inspection roles

- Submit proposals to governmental agencies for consulting contracts

August 2017- October 2019
Iowa

City of Indianola,

Street Superintendent

- Manage the day-to-day operations for the Streets/Stormwater Department
- Manage a staff of 6 full-time employee and 4 part-time/seasonal employees
- Prepare budgets and work with consulting engineer firms to develop capital improvement projects for the department
- Serve as City Representative to the Central Iowa Regional Transportation Planning Alliance (CIRPTA)
- Member of Iowa Chapter of the America Public Works Association
- Daily management asphalt and concrete repairs performed in both the storm water and street infrastructure network
- Developed policy manuals for various activities performed by the departmental staff
- Developed City Snow and Ice Removal Policy Manual
- Served as Interim Community and Economic Development Director
- Manage City Brush and Household Hazardous Waste Facility
- City Representative for SUDAS (Statewide Urban Design and Specifications)

June 2015-August 2017
Iowa

City of Storm Lake,

Public Works Director

- Manage the day-to-day operations for the Streets/Stormwater Department, Municipal Golf Course, Municipal Campground, Parks Department, and Dredge Operations
- Manage a staff of 12 full-time employees, 13 part-time/seasonal employees, and 4 contractual employees
- Prepare budgets and capital improvement projections for the aforementioned 5 departments
- Serve as City Representative to the Northwest Iowa Planning and Development Commission
- Serve as City Representative on the Buena Vista County Solid Waste Commission- also serve as an Executive Board Member
- Member of Iowa Chapter of the America Public Works Association
- Member of the Northwest Iowa Public Works Director Group
- Serve as City Representative to the Lake Improvement Commission

- Worked with City Manager, Assistant City Manager, and Engineering staff to secure approximately \$10 million in State and Federal Water Quality Initiative funding for projects occurring in FY17 and FY18
- Wrote and successfully received numerous local and State grants for trees, park enhancements, lighting upgrades, and park fixtures
- Oversees the City MS4 permit

November 2011-June 2015

City of Algona, Iowa

Public Works Director

- Manage the day-to-day operations for the Algona Municipal Airport, Building Inspections Department, Cemetery Department, Parks Department, Streets Department, and Wastewater Treatment Department
- Manage Staff of 5 department heads, 7 full-time employees, 9 part-time employees, and 2 contractual employees
- Prepare budgets for the 6 aforementioned departments.
- Respond to citizen questions and complaints concerning property maintenance and nuisance issues, zoning, trees, streets, and facilities
- Chairman of the City Employee Safety Committee/ Facilitator of the City of Algona Drug & Alcohol Testing Program
- Serve as City Representative to the North Iowa Council of Governments on the Transportation Alternative Program and the Technical Committee
- Member of the Northwest Iowa Building Officials Group
- Manage the City of Algona Sidewalk Repair/ Replacement Program
- Managed an 8 block Downtown Alley Streetscape project
- Sought and secured funding for Phase II of the City of Algona Bike/Walking Trail to be constructed in 2015
- Sought and secured Federal and State Aviation dollars for airport runway, taxiway, and future hangar improvements
- Member of the Northwest Iowa Public Works Director Group
- Implemented City-wide sump pump program
- Write and amend code to update the City of Algona Municipal Code
- Developed and maintain a working relationship with department managers, City Council, Planning and Zoning Commission, Parks Commission, Cemetery Board of Trustees, Airport Commission, Site Plan Review Committee, Streets and Sewer Committee, and the Board of Adjustment
- Manage City-owned compost facility and brush/ leaf collection facilities
- Flood Plain Administrator for the City
- Member of the Iowa Association of Building Officials
- Board President of the Iowa Association of Code Enforcement

- Member of the International Association of Plumbing and Mechanical Officials
- City Liaison on the Kossuth Emergency Preparedness Team (K.E.P.T.)

February 2007-November 2011 City of Iowa Falls, Iowa

Director of Building and Zoning

- International Code Council Certifications including Residential Building Inspector, Residential Mechanical Inspector, Property Maintenance and Housing Inspector, and Zoning Inspector
- Prepare budget for Building and Zoning Department.
- Respond to citizen complaints concerning property maintenance and nuisance issues
- Respond to citizen, contractor, and/or developer-originated questions concerning planning, zoning, and building trade codes
- Write and amend code to update the Iowa Falls City Code of Ordinances
- Developed and maintain a working relationship with department managers, City Council, Planning and Zoning Board, Building Code Board of Appeals, and the Board of Adjustment
- Assisted in the development of a city-wide appliance pick-up program
- Assisted in the development of a city-wide leave and brush collection program and started municipal compost facility
- Flood Plain Administrator for the City
- Fully cross-trained in the operations of Streets/ Sanitation Department
- Member of the Iowa Association of Building Officials
- Board Member of the Iowa Association of Code Enforcement
- Member of the International Association of Plumbing and Mechanical Officials
- Member of the National Fire Protection Association
- Member of the Code Review Committee for the Iowa Association of Building Officials
- Member of the Iowa Association of Housing Officials
- Member of Iowa Floodplain & Stormwater Management Association

March 2003- present Mid-Iowa Real Estate, Auction, and Appraisals

Current Auctioneer since 2003/ Former Owner

- Graduate of the Missouri Auction School in St. Joseph, Missouri in 1995
- Perform household, farm, and consignment auctions
- Have raised over \$1,000,000 for various benefits and charities
- Licensed Real Estate Agent

INTERESTS AND ACTIVITIES

In my personal time, my wife Lisa and I are the proud parents of two little girls, Kayla (17 years) and Clara (15 years). Aside from being a dedicated father and husband, I enjoy gardening, auctioneering, hunting, fishing, garage sale/auction/antique shopping, camping, bike riding as a family, and general handyman work around the house. We have the honor of sharing our home with 2 English Bulldogs named Odette and Ruby and a Bernese Mountain Dog named Kacee. I also enjoy announcing rodeos, monster truck shows, figure 8 races, fair queen competitions, swim meets, dirt track racing, and demolition derbies across Illinois, Minnesota, and Iowa. My most prized possession is a 1942 John Deere A that my father restored prior to his death in 2013.



MEMORANDUM

To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Resolution appointing a council member to a vacant position.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025-00 approving appointment of council member

City of Indianola
RESOLUTION NO 2025-00

**RESOLUTION APPOINTING AS COUNCIL MEMBER AT-LARGE
TO FILL A VACANT UNEXPIRED TERM**

WHEREAS, the City Council passed Resolution 2025-030 appointing At-large Council Member Steve Richardson to Mayor; and

WHEREAS, the City Council has authority, as described in section 372.13(2)(a)(1) of the Code of Iowa, to fill a vacancy in the office of councilor.

WHEREAS, on March 3, 2025, the City Council approved a resolution of intent to fill said vacancy by appointment, and at the direction of the City Council, the Clerk caused a notice to be published on March 18, 2025, in the Indianola Record Herald, a newspaper of general circulation in the English language within the City of Indianola, Iowa.

WHEREAS, the City Council finds that _____ is the person who is qualified, ready, willing, and able to serve in the office of Council Member At-Large, and the City Council does hereby appoint _____ to said office for the City of Indianola, Iowa. Pursuant to section 372.13(2)(a)(1) of the Code of Iowa, said appointment shall be for the period until the next pending election unless there is timely filed in the office of the City Clerk a petition calling for a special election and bearing the requisite number of signatures of eligible electors.

BE IT RESOLVED by the City Council of Indianola, Iowa, that _____ is hereby appointed as Council Member At-Large for the City of Indianola, Iowa. The Mayor shall administer the Oath of Office. The city staff is hereby authorized and directed to do all other things necessary and convenient to carry out the purposes of this resolution.

PASSED, ADOPTED AND APPROVED this 7th day of April 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

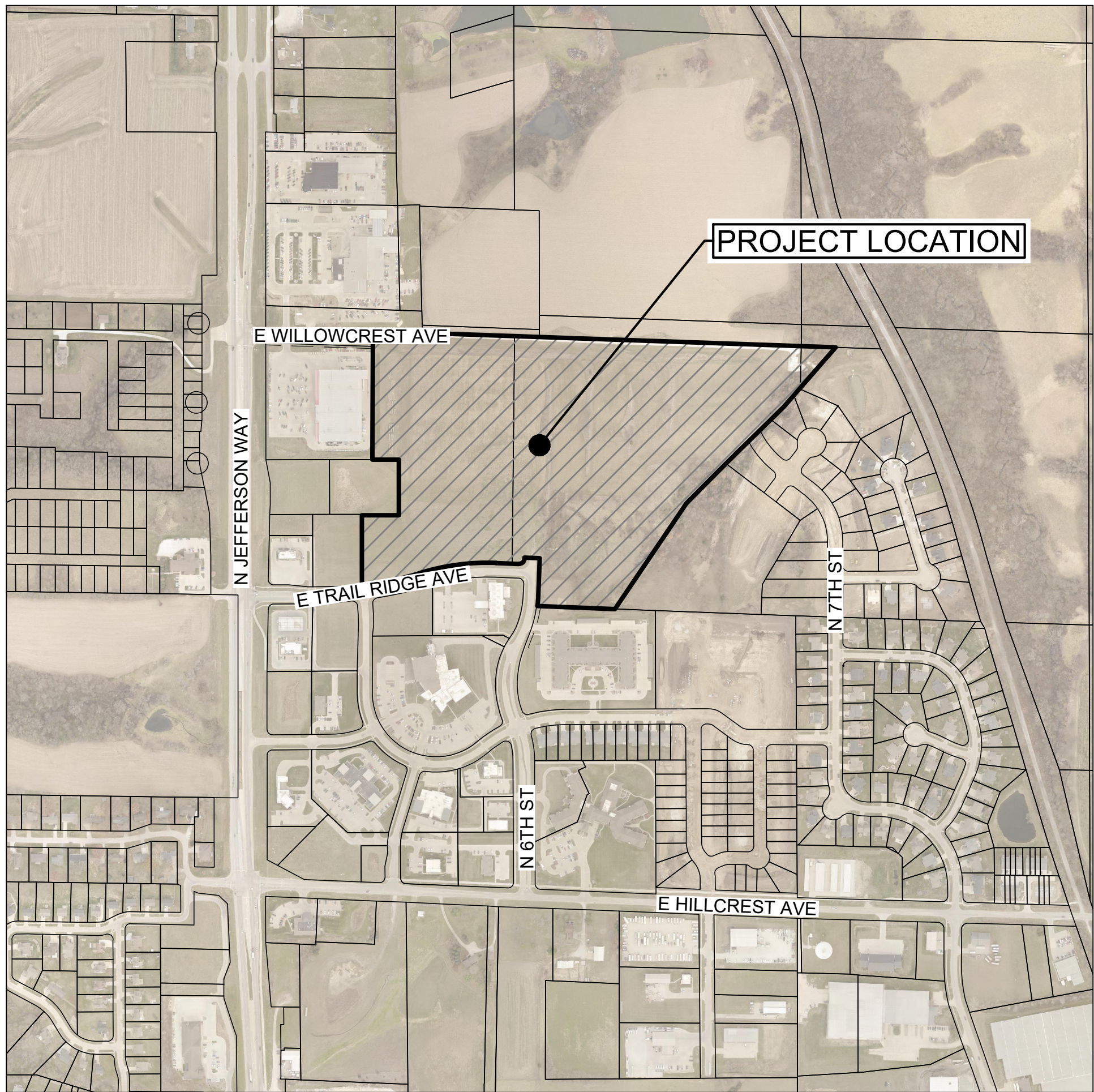
To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Resolution approving the Preliminary Plat for Summercrest Hills North.

Recommendation: Roll call is in order.

- Attachments:**
- 1. 1240580A SUMMERCREST PPLAT
 - 2. Res 2025 Summercrest Hills North Prelm Plat

SUMMERCREST HILLS NORTH

PRELIMINARY PLAT - 2025



Sheet List Table

C100	TITLE SHEET
C200	PRELIMINARY PLAT - WEST
C201	PRELIMINARY PLAT - EAST
C300	GRADING AND UTILITIES - WEST
C301	GRADING AND UTILITIES - EAST

LEGAL DESCRIPTION

THE NW ¼ OF THE SE ¼ OF SECTION 18, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., WARREN COUNTY IOWA LYING WEST OF THE RAILROAD RIGHT OF WAY EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT ALL PORTIONS PLATTED AS A PART OF QUAIL MEADOWS PLAT 3 AND QUAIL MEADOWS PLAT 4, OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA

AND

THE NORTH ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA EXCEPT THE NORTH 100 FEET THEREOF

AND EXCEPT

ALL THAT PART OF SUMERCREST HILLS PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA

AND EXCEPT

ALL THAT PART OF SUMMERCREST HILLS PLAT 4, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA

AND EXCEPT

ANY REAL PROPERTY LOCATED THEREON AS A PART OF QUAIL MEADOW PLAT 4, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER/APPLICANT

IDG3, LLC
509 E SCENIC VALLEY DR
INDIANOLA, IOWA 50125
JUSTIN BROWN
EMAIL: 515-202-3129
PHONE: justinb@downingconstruct.com

ENGINEER/SURVEYOR

SNYDER AND ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
JON HANSON, P.E.
EMAIL: (515) 964-2020
PHONE: jhanson@snyder-associates.com
ERIN D. GRIFFIN, P.L.S.
PHONE: (515) 964-2020
EMAIL: egriffin@snyder-associates.com

ZONING

SUMMERCREST HILLS NORTH PUD
C-2 COMMERCIAL HIGHWAY ORIENTATED UNDERLYING

BULK REGULATIONS

SUMMERCREST HILLS NORTH PUD
MINIMUM LOT WIDTH: 25' (EXCEPT CORNER LOTS)
FRONT YARD SETBACK: 25'
REAR YARD SETBACK: 10'
SIDE YARD SETBACK: 0'
MAXIMUM HEIGHT EQUALS = 4 STORIES OR 50'
MAX DWELLING UNITS PER ACRES = 35 UNITS
MINIMUM OPEN SPACE 15% FOR C-2
20% FOR R-3

NOTES

- OUTLOT "X" SHALL BE USED FOR REGIONAL STORM WATER MANAGEMENT AND OWNED BY THE PROPERTY OWNERS ASSOCIATION. OUTLOT "X", SUMMERCREST HILLS PLAT 4 TO BE USED AS A REGIONAL DETENTION BASIN FOR THIS PLAT.
- CONSTRUCTION OF ALL WATER MAIN IMPROVEMENTS SHALL CONFORM TO IMU WATER UTILITY PROCEDURE MANUAL FOR MATERIALS AND CONSTRUCTION STANDARDS (2018). CONSTRUCTION OF ALL STREET AND ALL OTHER UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2025 SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND INDIANOLA SUPPLEMENTAL SPECIFICATIONS.
- DEVELOPER RESPONSIBLE TO INSTALL STREETLIGHTS ALONG N 6TH ST.
- CITY OF INDIANOLA TO INSTALL E WILLOWCREST AVE PAVING, STORM SEWER, WATER MAIN AND STREET LIGHTS PER THE TERMS OF THE DEVELOPMENT AGREEMENT APPROVED DEC 2ND, 2024.
- CITY OF INDIANOLA TO INSTALL N 7TH ST PAVING, STORM SEWER, WATER MAIN, SIDEWALK AND STREET LIGHTS PER TERMS OF THE DEVELOPMENT AGREEMENT APPROVED DEC 2ND, 2024.
- LOT 11 SHALL BE USED FOR REGIONAL STORM WATER MANAGEMENT AND OWNED BY THE PROPERTY OWNERS ASSOCIATION.
- LOT G TO BE DESIGNATED AS MULTI-FAMILY PER THE APPROVED PUD.

FEMA CLASSIFICATION

THIS PROPERTY IS LOCATED WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE. FLOOD PLAIN FIRM PANEL NUMBER 19181C0168F - EFFECTIVE 11/16/2018.

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500	N=7413147- E=18543942- Z=953.55 SE BOLT ON HYDRANT LOCATED AT SE QUADRANT E TRAIL RIDGE AVE & N 3RD LN. (AS SHOWN ON SURVEY)
BM501	N=7413921- E=18545733- Z=914.00 BURY BOLT ON HYDRANT LOCATED EAST SIDE N 8TH ST, +-150' NORTH OF N 8TH CT. (AS SHOWN ON SURVEY)
BM502	N=7413884- E=18543883- Z=947.41 BURY BOLT ON HYDRANT LOCATED +-20' SW OF SE CORNER THEISENS BUILDING. (AS SHOWN ON SURVEY)

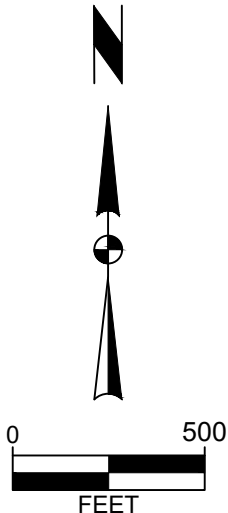
DATE OF SURVEY

JULY 03, 2024

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (IA-AMES-DSM)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP100	N=7413327.99 E=18544631.84 Z=955.86 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED AT NW QUADRANT N 6TH ST & E TRAIL RIDGE AVE, +-15' NORTH OF HYDRANT. (AS SHOWN ON SURVEY)
CP101	N=7414284.47 E=18545918.26 Z=903.97 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED +-10' NE OF NE FENCE CORNER AT QUAIL MEADOWS 3 LIFT STATION, NE CORNER SITE. (AS SHOWN ON SURVEY)
CP102	N=7414377.23 E=18544777.07 Z=952.94 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED +-10' EAST OF WEST GRAVEL DRIVE TO LIFT STATION, +-40' NORTH OF ELECTRIC TRANSFORMER, NORTH OF N-S CROP LINE. (AS SHOWN ON SURVEY)
CP103	N=7414437.19 E=18543817.19 Z=951.45 SET CUT "X" AT NE CORNER OF EASTERN MOST ELECTRIC BOX PAD, SOUTH OF FORD DEALERSHIP BUILDING, EAST OF ELECTRIC CAR CHARGING STATIONS. (AS SHOWN ON SURVEY)
CP104	N=7413860.07 E=18543669.22 Z=945.32 SET CUT "X" ON TOP CURB LOCATED +-30' SW OF SW CORNER THEISENS BUILDING, +-1' NW OF BACK OF CURB INTAKE. (AS SHOWN ON SURVEY)
CP105	N=7413158.22 E=18543638.47 Z=946.07 SET CUT "X" ON TOP CURB LOCATED SW QUADRANT OF E TRAIL RIDGE AVE & PRAIRIE, AT END OF RADIUS. (AS SHOWN ON SURVEY)
CP106	N=7412801.37 E=18543909.35 Z=950.20 SET CUT "X" ON TOP CURB LOCATED WEST SIDE OF N 3RD LN AT END OF RADIUS OF FRONTAGE ROAD TO CENTRAL IOWA ORTHODONTICS. (AS SHOWN ON SURVEY)
CP107	N=7412586.14 E=18544581.74 Z=959.74 SET CUT "X" ON TOP CURB LOCATED NW QUAD E SCENIC VALLEY AVE & N 6TH ST. AT MID RADIUS. (AS SHOWN ON SURVEY)
CP108	N=7413069.99 E=18545161.77 Z=952.30 SET CUT "X" ON TOP CURB LOCATED +-50' NE OF NE CORNER CONNECT 55+ BUILDING, +-30' WEST OF TRASH ENCLOSURE AT CORNER OF PARKING AREA. (AS SHOWN ON SURVEY)



SUMMERCREST HILLS NORTH
INDIANOLA, WARREN COUNTY, IOWA
TITLE SHEET

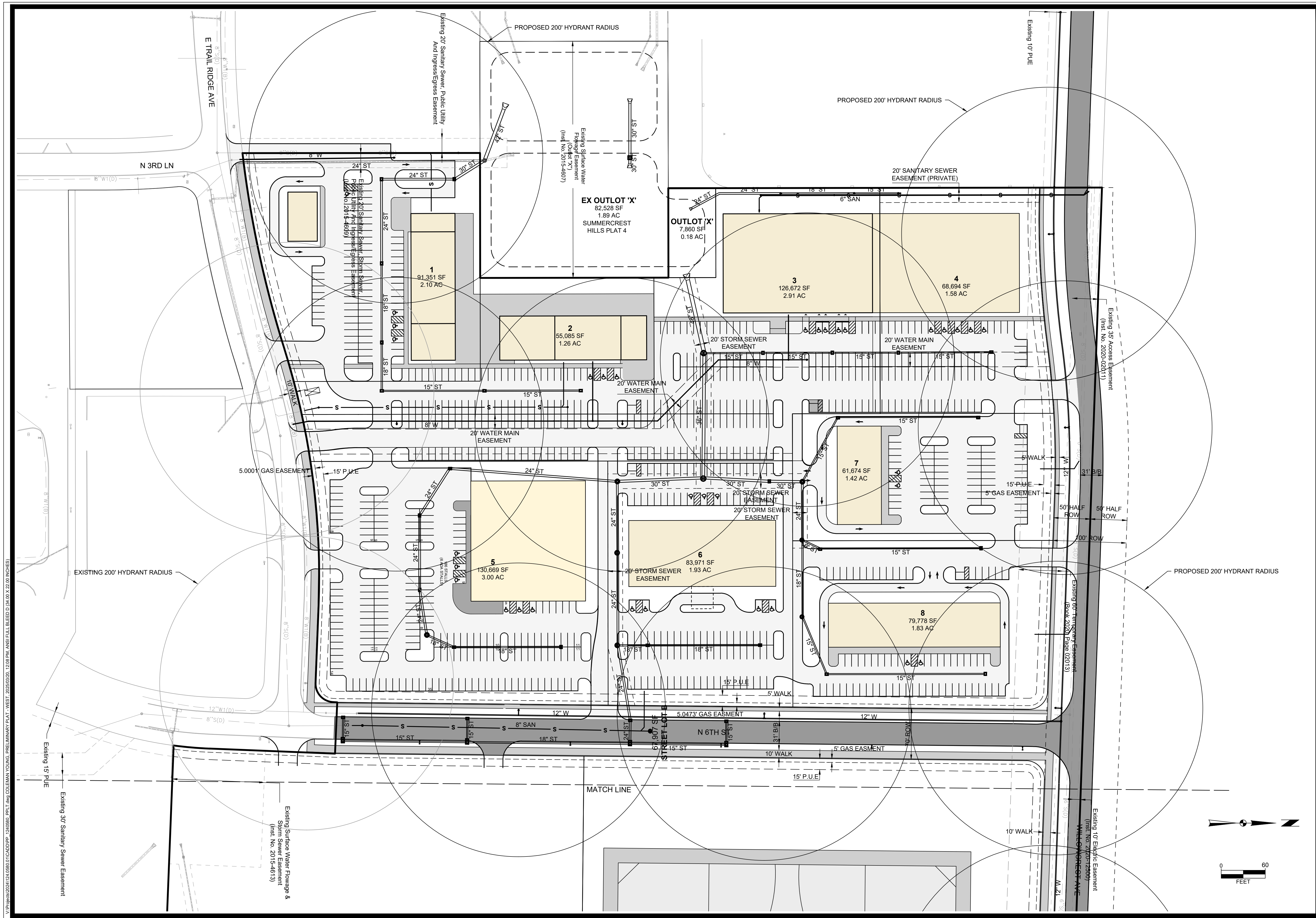
SNYDER & ASSOCIATES, INC. |
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 124.0580.01A
Sheet C100

MARK	1	CITY SECOND SUBMITTAL	03/20/25	CLY
Engineer:	JLH	Checked By:	MAA	BY
Technician:	CLY	Date:	02/28/2025	Scale: 1" = 500'
T-R-S: TTN-RRW-SS				Sheet C100

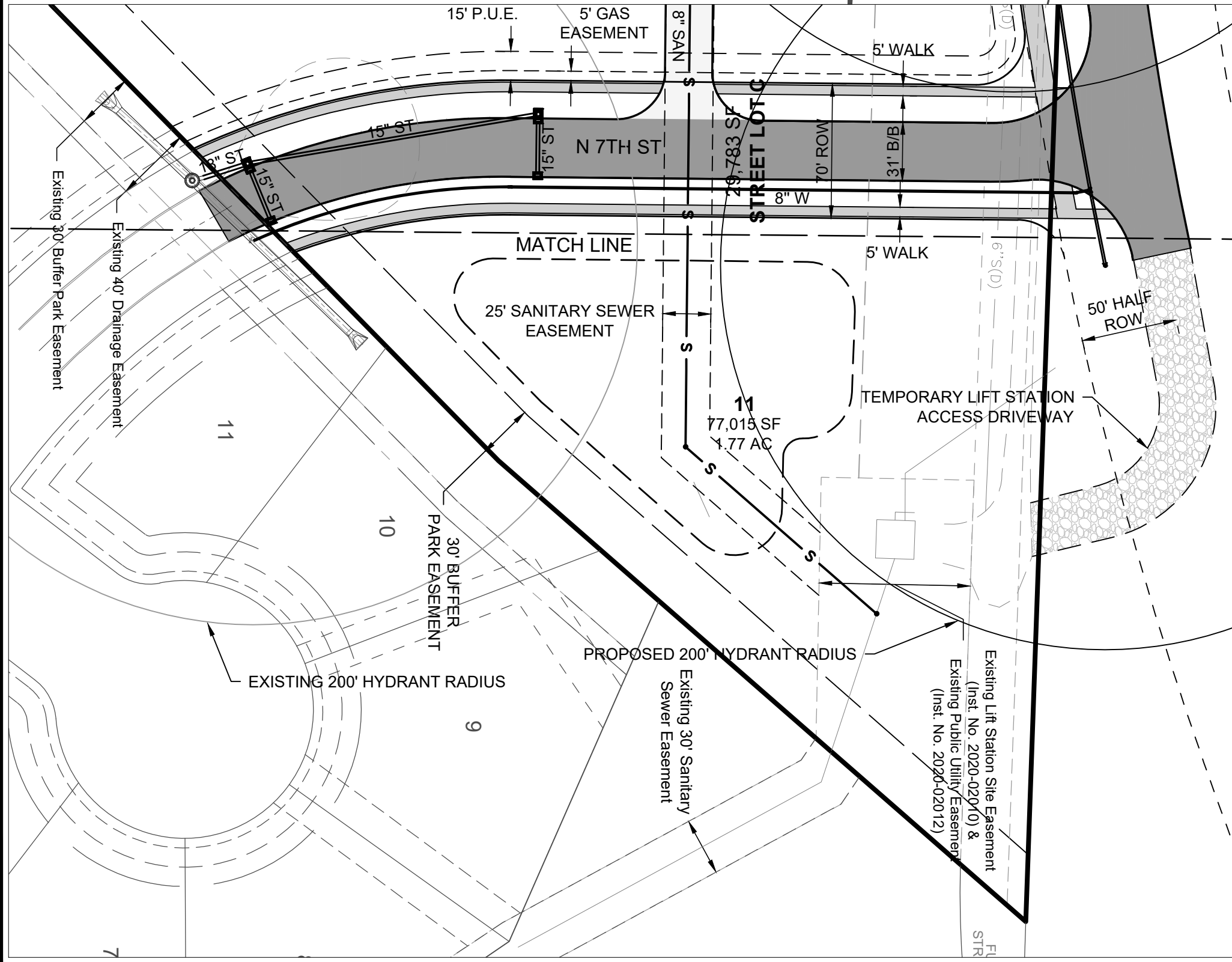
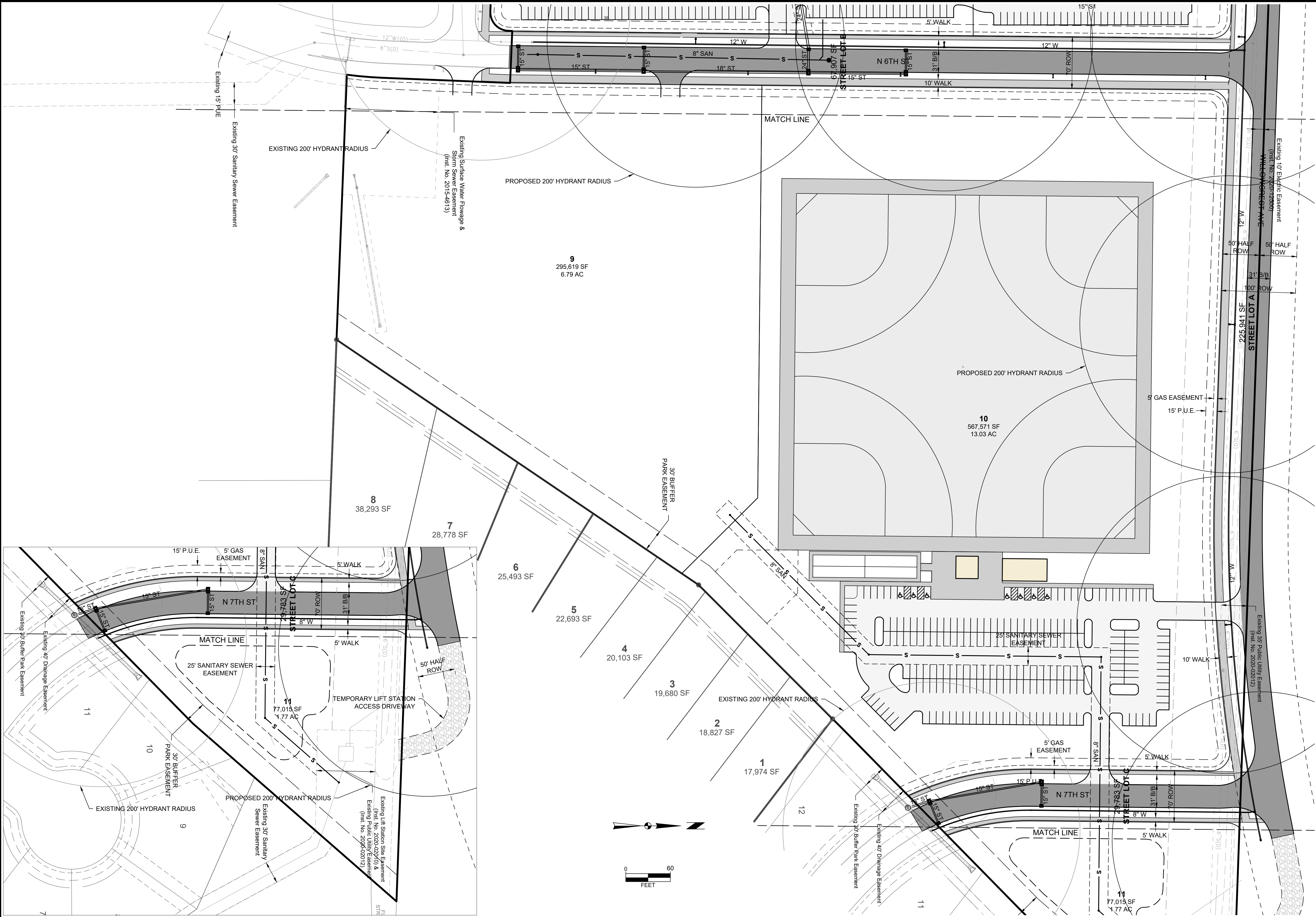
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1	CITY SECOND SUBMITTAL	REVISION	DATE	BY
MARK			03/20/25	CLY
Engineer: J.L.H	Checked By: MAA	Scale: 1" = 60'		
Technician: CLY	Date: 02/28/2025	T-R-S: TTN-RRW-SS		
Project No: 124.0580.01A				Sheet C200



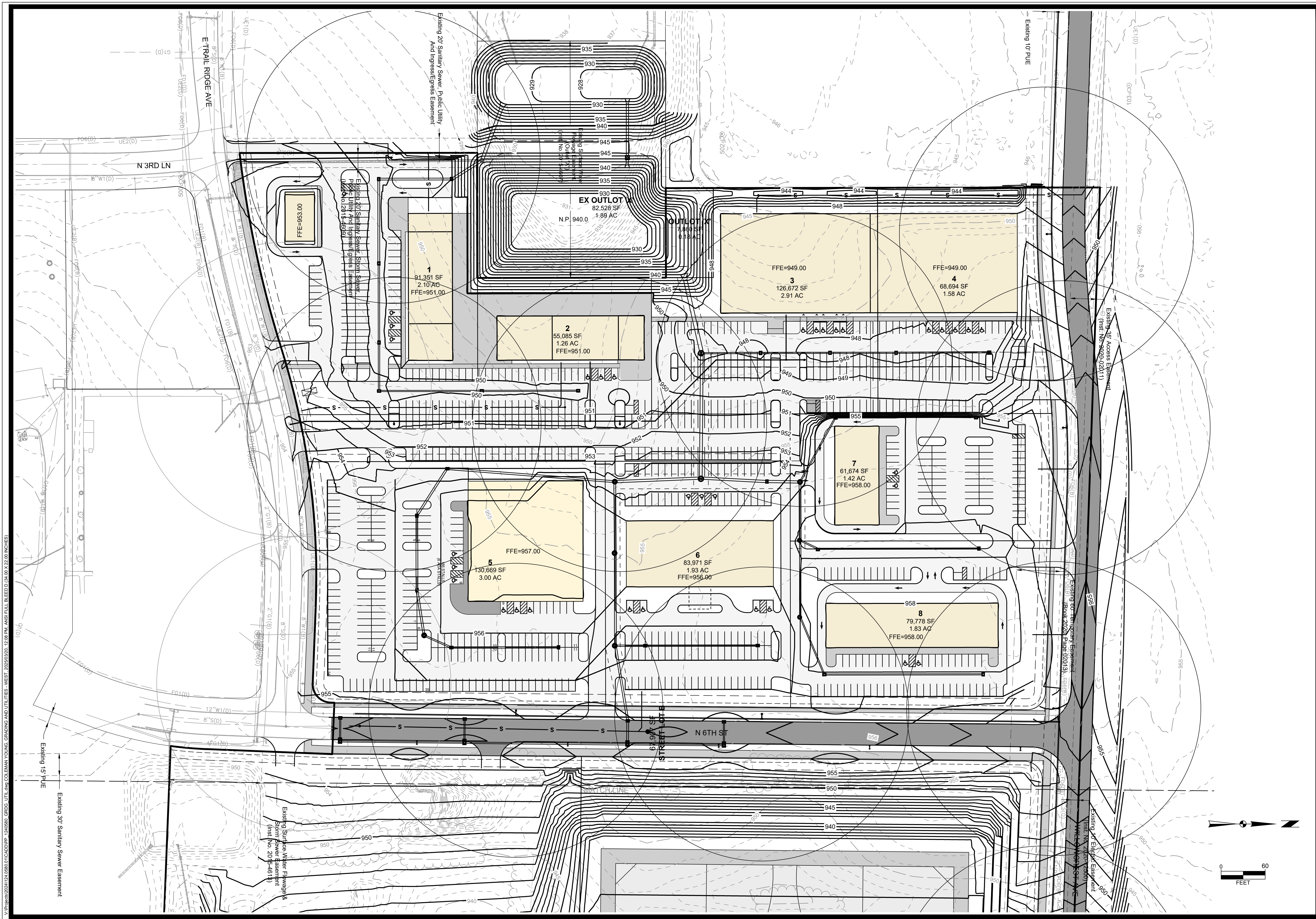
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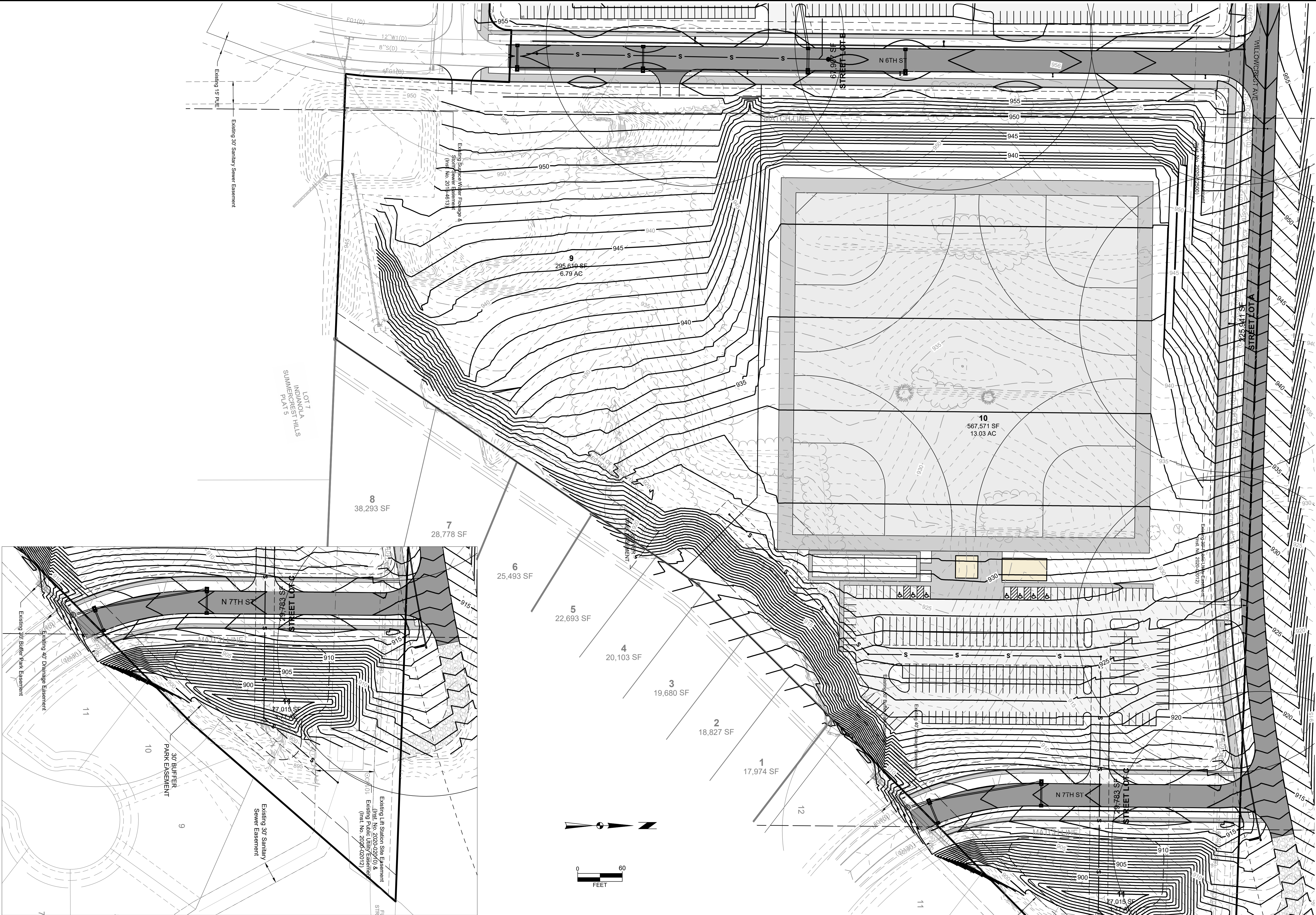
SUMMERCREST HILLS NORTH		INDIANOLA, WARREN COUNTY, IOWA	
PRELIMINARY PLAT - EAST		SNYDER & ASSOCIATES, INC.	
		Project No: 124.0580.01A	
Sheet C201		Sheet C201	

MARK	1	CITY SECOND SUBMITTAL	03/20/25	CLY
Engineer:	JLH	Checked By:	MAA	DATE
Technician:	CLY	Date:	02/28/2025	Scale: 1" = 60'
T-R-S: TTN+RRW+SS				

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1

CITY SECOND SUBMITTAL

03/20/25

CLY

MARK

REVISION

DATE

BY

Engineer: J.L.H.

Checked By: M.A.A.

Date: 02/28/2025

T-R-S: TTN-RRW-SS

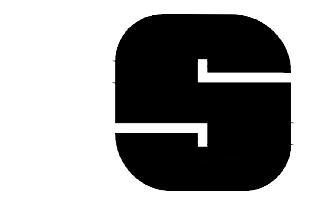
Project No: 124.0580.01A

Sheet C301

SUMMERCREST HILLS NORTH

GRADING AND UTILITIES - EAST

INDIANOLA, WARREN COUNTY, IOWA



SNYDER
& ASSOCIATES

Project No: 124.0580.01A

Sheet C301

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Page 159 of 192

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
SUMMERCREST HILLS NORTH**

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

WHEREAS, the City of Indianola Planning and Zoning Commission reviewed and recommended approval of a Preliminary Plat for Kentucky Ridge Townhomes on March 25, 2025; and

WHEREAS, the Preliminary Plat for Summercrest Hills North is in general conformance with section §170 – *Subdivision Regulations* of the Indianola Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, on this 7th day of April, 2025, that the Preliminary Plat for Summercrest Hills North be approved subject to remaining staff comments.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: April 7, 2025
Subject: Resolution approving final plat for Summercrest Hills North Plat 1.

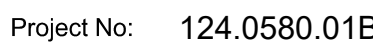
Recommendation: Roll call is in order.

- Attachments:**
- 1. FPLT_1240580B
 - 2. RES_Summercrest Hills North Plat 1_Final Plat

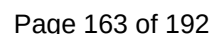
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SNYDER & ASSOCIATES, INC.



Sheet 2 of 2



City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE FINAL PLAT FOR
SUMMERCREST HILLS NORTH PLAT 1**

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

WHEREAS, IDG 3, LLC, has requested final plat approval of Summercrest Hills North Plat 1 (the "Plat"); and

WHEREAS, the City of Indianola Planning and Zoning Commission recommended approval of the Plat on March 25, 2025, subject to remaining staff comments and review of the legal documents; and

WHEREAS, the Final Plat for Summercrest Hills North Plat 1 and the documents relating thereto will comply with section §170 – *Subdivision Regulations* of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa on this 7th day of April, 2025, that the Final Plat for Summercrest Hills North 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. Public Utility Easement;
2. Public Gas Main Easement;
3. Public Ingress-Egress Easement;
4. Public Water Main Easement;
5. Public Storm Sewer Easement; and
6. Private Sanitary Sewer Easement

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Resolution approving the site plan for Summercrest Hills North Athletic Facility - Phase 1.

Recommendation: Roll call is in order.

Attachments:

1. Staff Report_Summercrest Hills North_PP_FP_SP_032525
2. SP_1250259 ATHLETIC FACILITY PHASE 1
3. 2025.02.27-Athletic building-Indianola-Exterior Material Takeoff
4. Res 2025 - Summercrest Hills North Athletic Facility



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: Summercrest Hills North – Preliminary Plat, Final Plat & Site Plan

PREPARED BY: Bill Mettee – Senior Planner

REPORT DATE: March 21, 2025

MEETING DATE: March 25, 2025

GENERAL INFORMATION

Applicant / Owner:

IDG 3, LLC

Owner's Representative:

Monte Applegate, PLA, Snyder & Associates

Request:

The applicant is requesting approval of a preliminary plat, final plat and site plan for a commercial development.

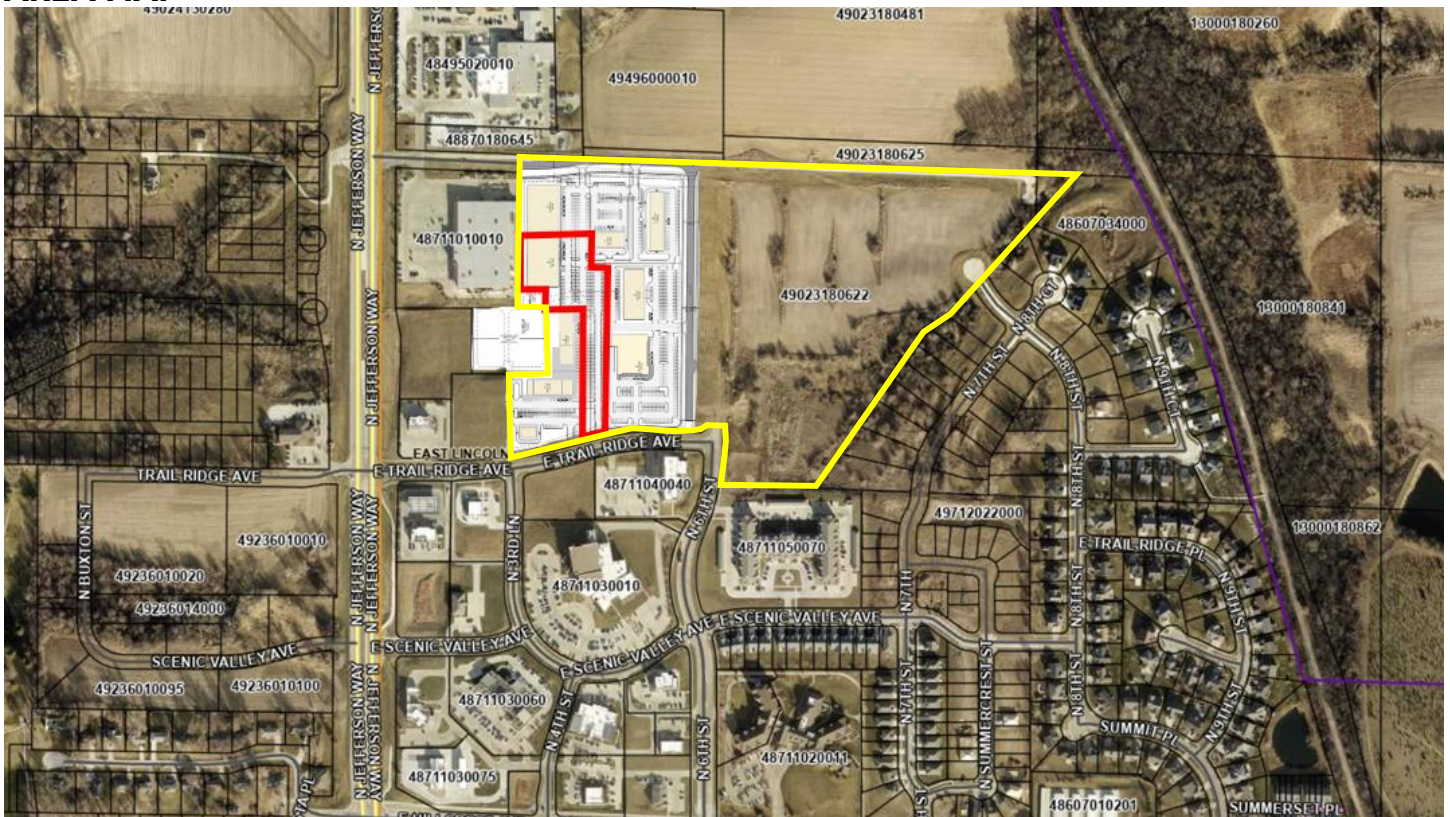
Location and Size:

Property is generally located east of North Jefferson Way and north of East Trail Ridge Avenue, containing approximately 42.03-acres.

Property Address:

404 East Trail Ridge Avenue

AREA MAP



ABOVE: Aerial of subject property (outlined in **RED**) in relation to the surrounding area.

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant – Undeveloped	Community Mixed-Use	C-2 (Highway Commercial District) / PUD (Planned Unit Development)
North	DeYarman Car Dealership / Vacant and Undeveloped	Community Mixed-Use	C-2 (Highway Commercial District) and A-1 (Agricultural and Open Space District)
South	Hotel / Multi-Family Residential / Single-Family Residential	Community Mixed-Use / Medium and High-Density Residential	C-2 (Highway Commercial District) / R-3 (Multi-Family Residential District) and R-2 (Single-Family Residential Attached District)
East	Quail Meadows Development	Low / Medium Density Residential	R-2 (Single-Family Residential Attached District)
West	Summercrest Hills Plat 1 Commercial Development	Community Mixed-Use	C-2 (Highway Commercial District)

HISTORY

The subject parcel was recently rezoned from C-2 Highway Commercial District to PUD Planned Unit Development. The Planning Commission reviewed the rezoning at their February 11, 2025 meeting and the rezoning will have its third and final reading at the March 24, 2025 City Council meeting.

PROJECT DESCRIPTION

The applicant is proposing a preliminary plat, final plat and site plan for a commercial development revolving around an indoor athletic complex. The preliminary plat identifies 10 lots for commercial development and one lot for residential development. The proposed site plan for consideration is for an indoor athletic facility that is approximately 135' x 203' and 27,540 square feet in area. The athletic facility will be approximately 32-feet in height.

The final plat identifies two lots and three outlots for future development. Lot 1 will be approximately 2.91-acres in area and Lot 2 will be approximately 1.58-acres in area. The first phase of the athletic facility will be on Lot 1 and potential second phase on Lot 2. The street lots for East Willowcrest Avenue, North 6th Street and North 7th Street will be identified and deeded on future final plats.

The development agreement states that the City of Indianola is responsible for the design and construction of the extensions of East Willowcrest Avenue and North 7th Street. The developer is responsible for the design and construction of North 6th Street. Those construction drawings will be reviewed in the future.

Table I below summarizes the bulk regulations that are applicable to the proposed development. The site plan demonstrates compliance with the bulk regulations.

Table 1: Bulk Regulations for the Summercrest Hills North PUD District

Category	C-2 / PUD (minimum)
Front Yard Setback	25 feet
Rear Yard Setback	10 feet
Side Yard Setback	0 feet
Maximum Height Stories	50'

ACCESS AND PARKING

Access into the site will be provided off of East Trail Ridge Avenue via flag lot. Per the Subdivision Ordinance, flag lots shall be prohibited, unless approved by the Zoning Administrator under specific and extreme situations and conditions exist for the site. The City has agreed to the flag lot for the athletic facility due to the circumstances surrounding the development. Extensions of East Willowcrest Avenue, North 6th Street and North 7th Streets are not constructed and without those, the only access into the site would be from East Trail Ridge Avenue. The Development Agreement dictates that the additional street extensions must be completed by 2028, though they may be constructed earlier.

A total of 105 parking spaces are required (1 space per 4 seats at maximum capacity) for the athletic facility. The applicant is providing 114 spaces, including five accessible spaces. The proposed site plan meets the parking requirements.

SIDEWALKS / TRAILS / TRAFFIC

A short segment of 10' trail will be constructed on the north side of East Trail Ridge Avenue, adjacent to the development. A series of 5' pedestrian walkways are shown throughout the site to facilitate access between all future developable areas of the site. A series of public trails and sidewalks are shown along all the public streets in the development. All sidewalks will be between 5' and 8' wide and trails will be 10' wide.

The City Engineer is taking the lead on a traffic impact study as part of a three-party agreement that will analyze the entire Willowcrest corridor.

UTILITIES

The site will be serviced with all public utilities, which exist in the immediate vicinity. Utilities will be extended north from East Trail Ridge Avenue to service the athletic facility. Stormwater detention will be provided in the existing basin to the west, as well as in Outlot 'X' adjacent to the athletic facility. Lot 11 is also proposed to be a future location for regional stormwater detention.

LANDSCAPING & OPEN SPACE

A minimum of 15% of the project area is required to be open space per the approved PUD. The total amount of open space proposed is 28.5%. A landscape buffer was provided and installed with Quail Meadows Plat 5 so no additional buffering is required at this point. The plantings shown on the landscape plan meet the minimum requirements of the Landscape & Open Space Ordinance.

ELEVATIONS

Colored building elevations are included for review. The buildings are proposed to be constructed predominantly of Class 2 metal panels, Class 1 Brick Veneer and fenestration. The elevations are in compliance with the Site Plan Ordinance and approved PUD.

STAFF RECOMMENDATION

The proposed preliminary plat, final plat and site plan are in general conformance with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan. Staff recommends approval of the preliminary plat, final plat

and site plan for Summercrest Hills North subject to remaining staff comments and review of the legal documents.

PROJECT LOCATION

WILLOWCREST AVE

TRAIL RIDGE AVE

N 6TH ST

N JEFFERSON WAY

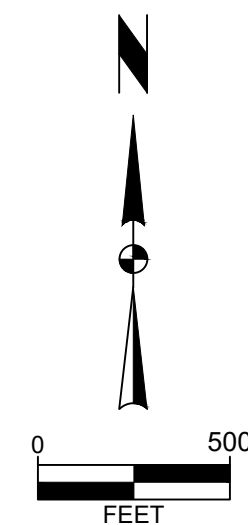
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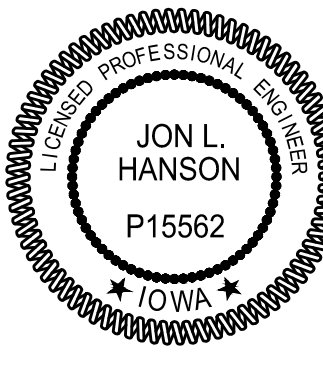
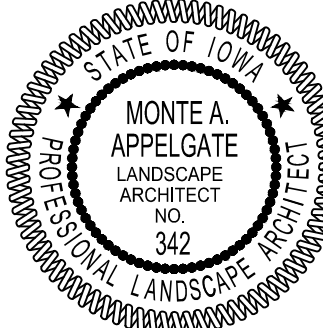
IDG3, LLC
509 E SCENIC VALLEY DR
INDIANOLA, IOWA 50125
JUSTIN BROWN
PHONE: 515-202-3129
EMAIL: justinb@downingconstruct.com

SNYDER AND ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
JON HANSON, P.E.
PHONE: (515) 964-2020
EMAIL: jhanson@snyder-associates.com

THIS SITE PLAN IS BEING CONSTRUCTED CONCURRENT TO THE
SUMMERCREST HILLS NORTH PLAT 1 PUBLIC IMPROVEMENTS.
SITE CONTRACTOR TO COORDINATE ALL ASPECTS OF
CONSTRUCTION WITH THE OTHER PROJECT WORK.

C100	TITLE SHEET
C101	PROJECT INFORMATION
C200	SITE AND DIMENSION PLAN
C201	SITE AND DIMENSION PLAN
C300	OVERALL GRADING AND EROSION CONTROL PLAN
C301	GRADING AND EROSION CONTROL PLAN
C302	GRADING AND EROSION CONTROL PLAN
C400	UTILITY PLAN
C401	UTILITY PLAN
C500	LANDSCAPE PLAN



	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Jon L. Hanson, P.E. _____ Date _____ License Number P15562 My License Renewal Date is December 31, 2026 Pages or sheets covered by this seal: <u>C100-C401</u> _____ _____ _____
	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa. Monte A. Appelgate, PLA _____ Date _____ License Number 342 Pages or sheets covered by this seal: <u>C500</u> _____ _____ _____

License Expires:
June 30, 2026

TITLE SHEET

SNYDER & ASSOCIATES, INC.

INDIANOLA, IOWA

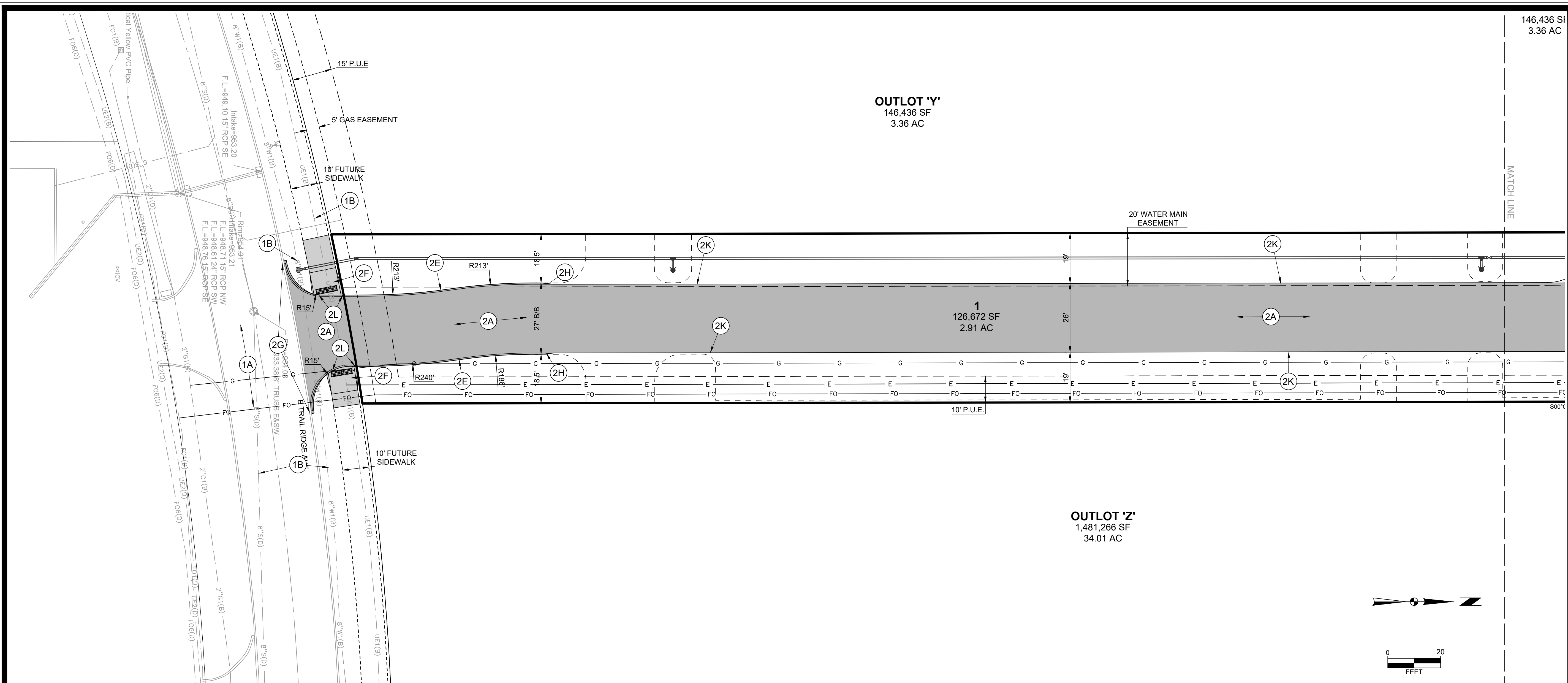
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515-964-2020 | www.snyder-associates.com

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SNYDER
& ASSOCIATES

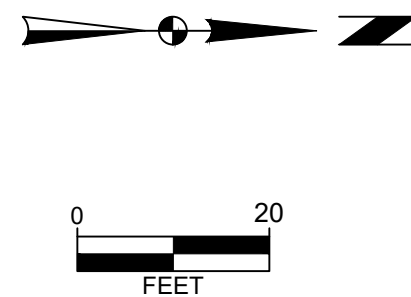
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Sheet C100



DIMENSION PLAN CONSTRUCTION NOTES

PAVEMENT LEGEND



ATHLETIC FACILITY - PHASE 1



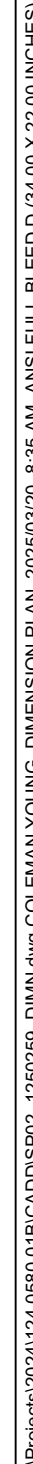
Project No: 125.0259.01

INDIANOLA, IOWA

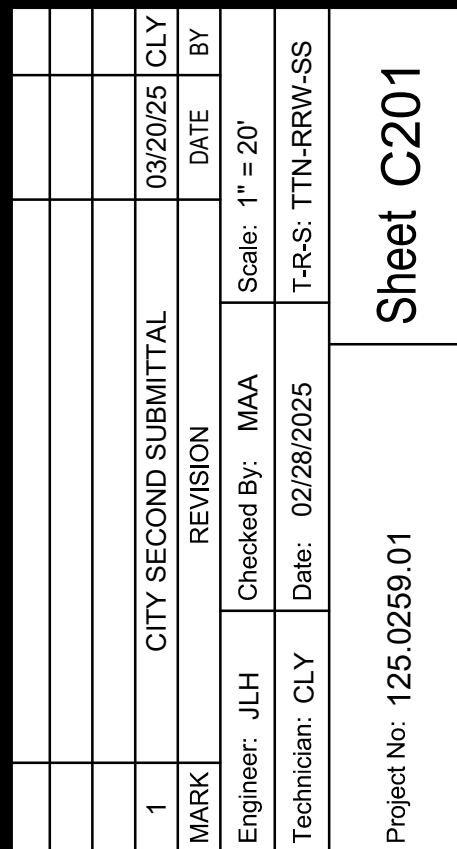
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SNYDER & ASSOCIATES, INC.

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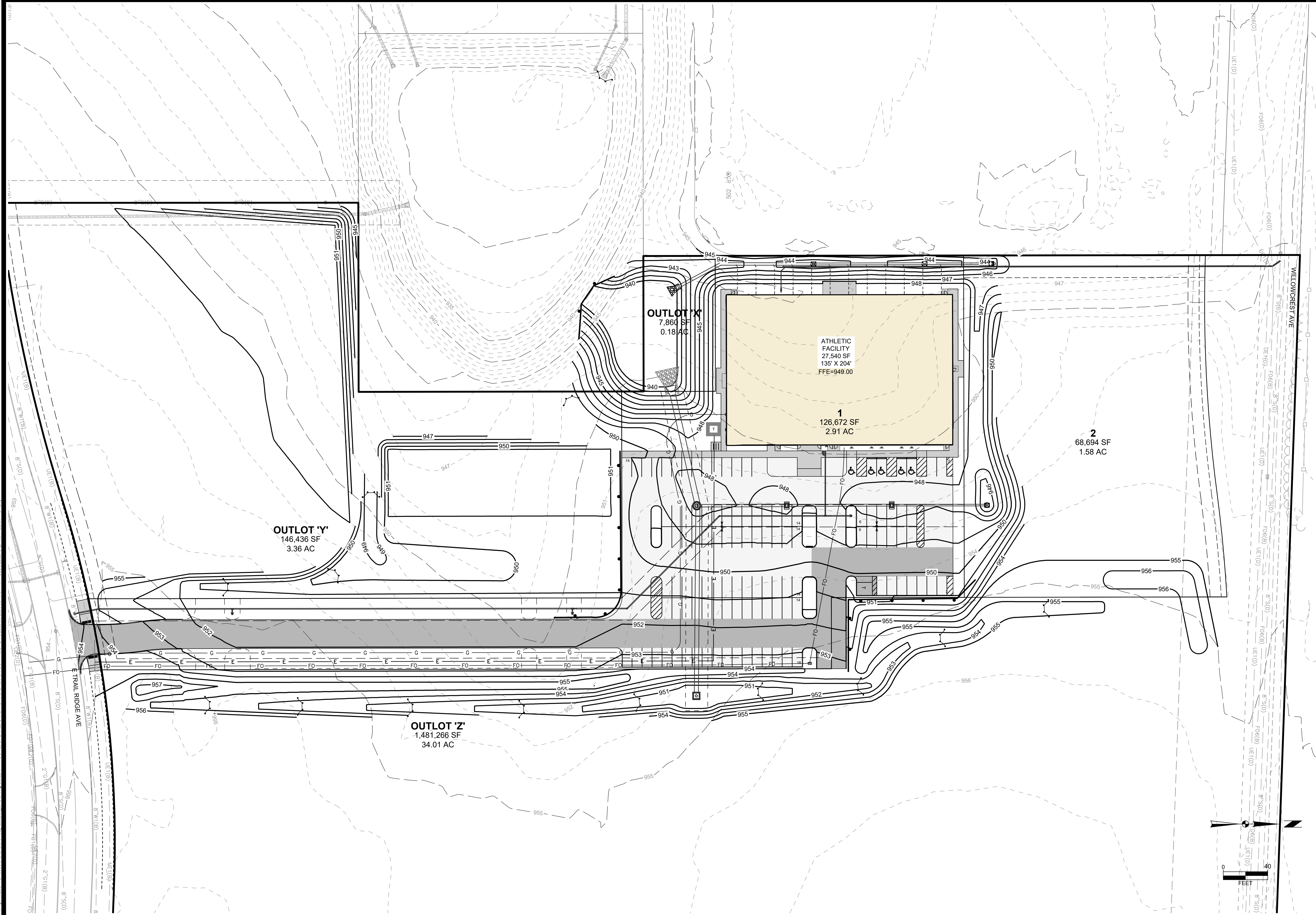
2
68,694 SF
1.58 AC



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515-964-2020 | www.snyder-associates.com



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ATHLETIC FACILITY - PHASE 1

OVERALL GRADING AND EROSION CONTROL PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 125.0259.01

Sheet C300

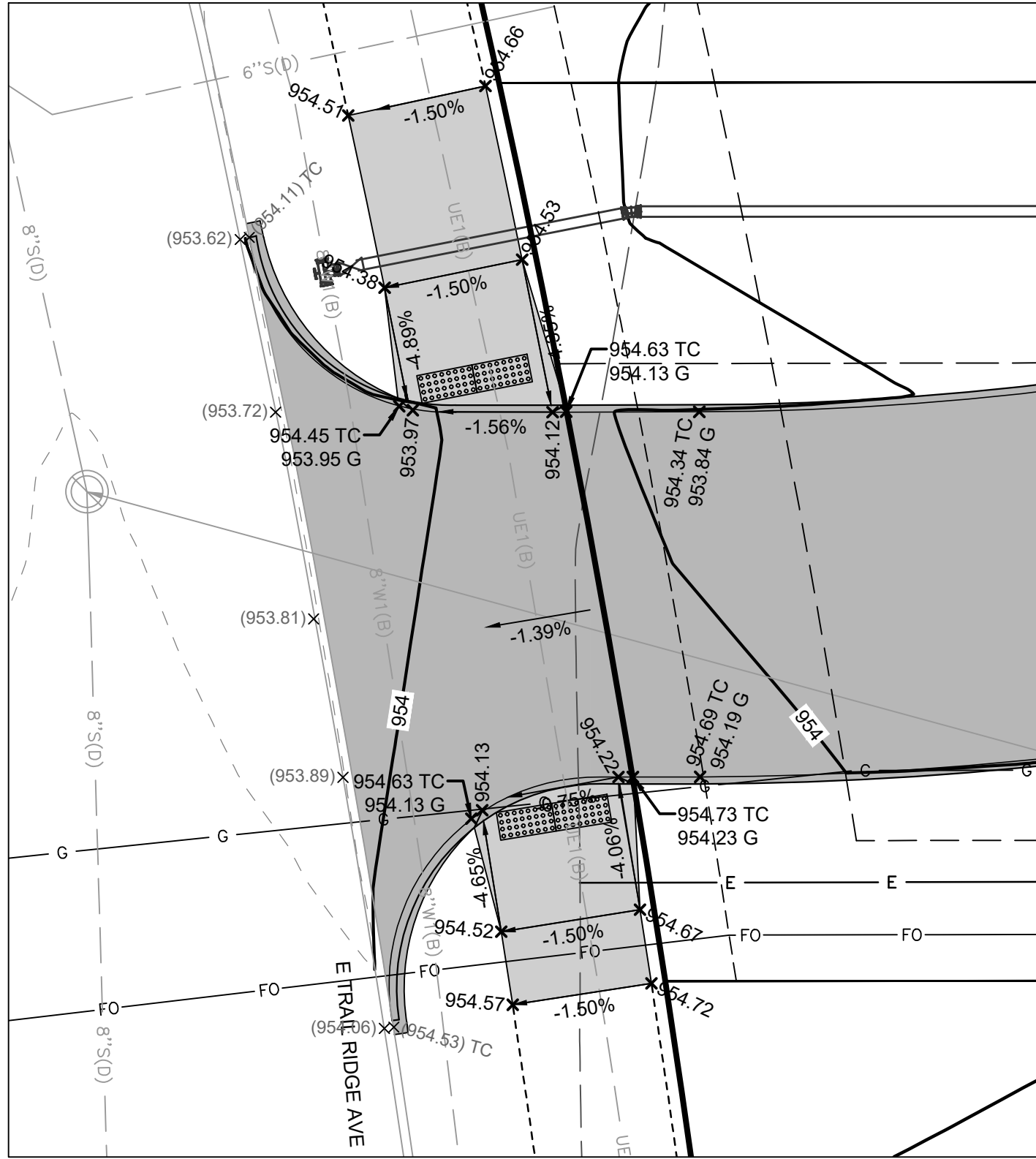
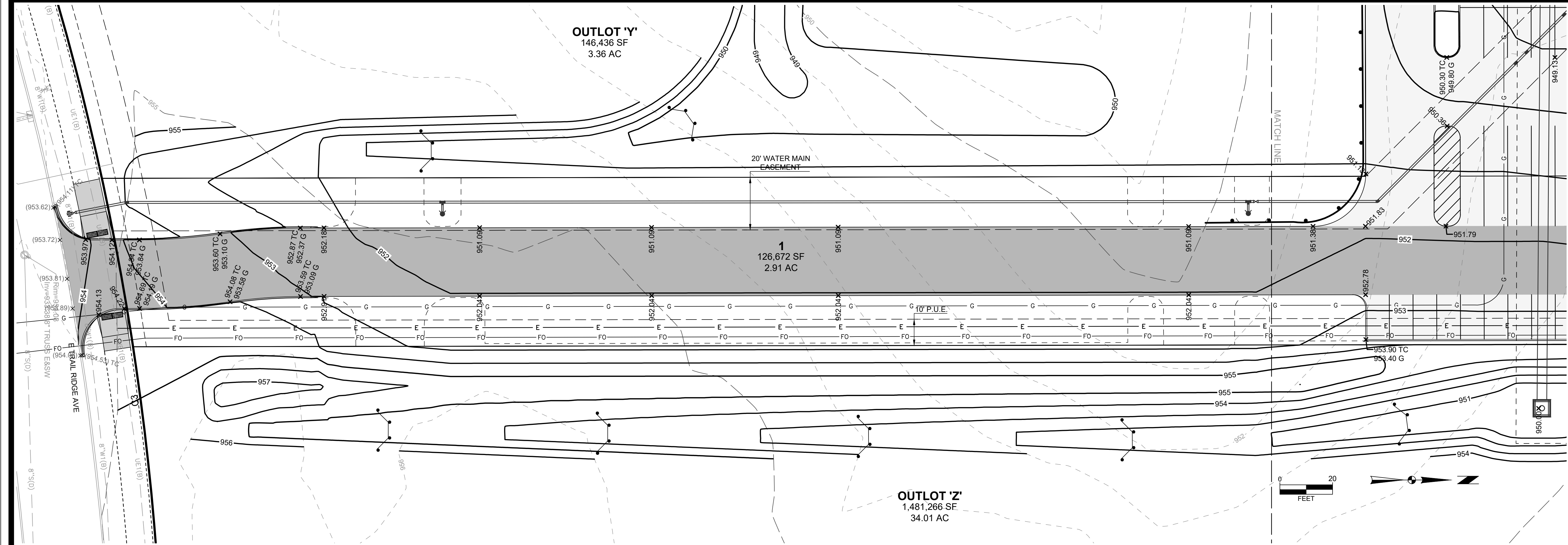
MARK	ENGINEER	DATE	REVISION	BY
1	JLH	03/20/25	CLY	CLY
1	JLH	02/28/2025	MAA	MAA
1	CLY	02/28/2025	T-R-S	TIN-RRW-SS

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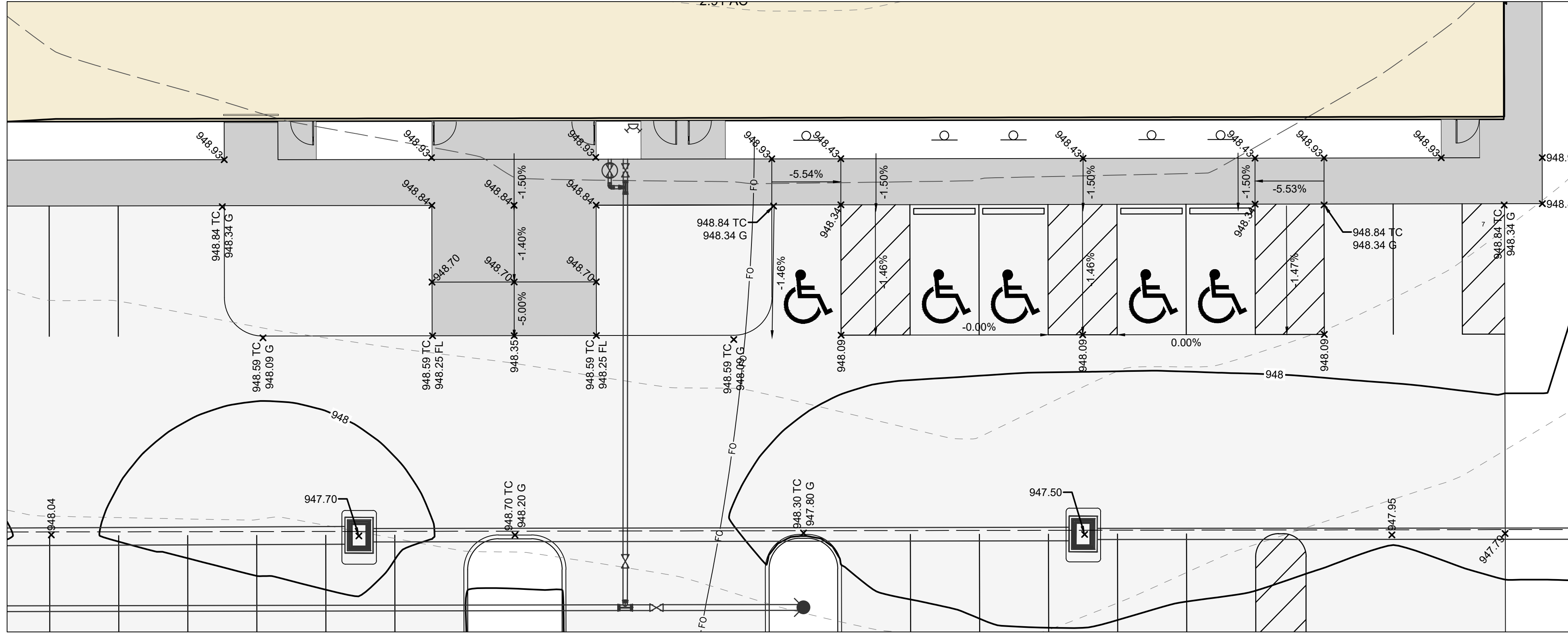
Sheet C300

Project No: 125.0259.01

V:\Projects\2024\1250259\1250259-01\BIDDING\PROJ_1250259_01\BIDDING\CONTROL PLAN_20250208_8.38 AM_ANSI FULL BLEED D (4.00 X 22.00 INCHES)



1 SITE ENTRANCE GRADING DETAIL
C301 1"=10'



2 ADA AND BUILDING ENTRANCE GRADING DETAIL
C301 1"=10'

CITY SECOND SUBMITTAL				03/20/25	CLY
REVISION				DATE	BY
Engineer: JLH				Checked By: MAA	Scale: 1" = 20'
Technician: CLY				Date: 02/28/2025	T-R-S: TTN-RRW-SS
Project No: 125.0259.01				Sheet C301	

ATHLETIC FACILITY - PHASE 1

GRADING AND EROSION CONTROL PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES

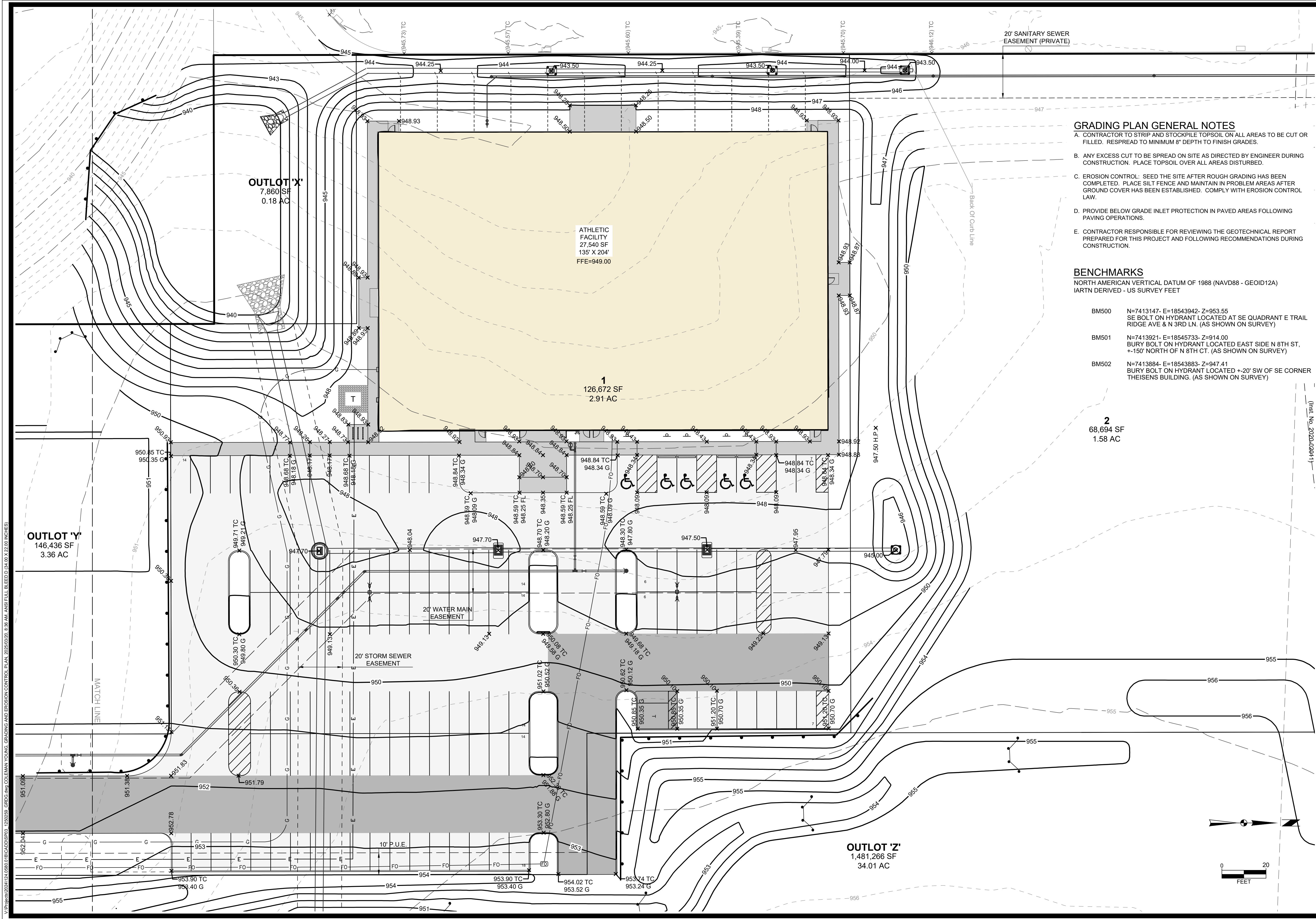
Project No: 125.0259.01

Sheet C301

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515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

V:\Projects\2024\1210580\1B\CADD\SPR_1250259_GRD.G.dwg COLEMAN YOUNG, GRADING AND EROSION CONTROL PLAN, 2025/02/20, 8:38 AM, ANSIFULL, BLEED D (4.00 X 22.00 INCHES)



GRADING PLAN GENERAL NOTES

- A. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- B. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
- C. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
- D. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.
- E. CONTRACTOR RESPONSIBLE FOR REVIEWING THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT AND FOLLOWING RECOMMENDATIONS DURING CONSTRUCTION.

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

- BM500 N=7413147- E=18543942- Z=953.55
SE BOLT ON HYDRANT LOCATED AT SE QUADRANT E TRAIL RIDGE AVE & N 3RD LN. (AS SHOWN ON SURVEY)
- BM501 N=7413921- E=18545733- Z=914.00
BURY BOLT ON HYDRANT LOCATED EAST SIDE N 8TH ST, +150' NORTH OF N 8TH CT. (AS SHOWN ON SURVEY)
- BM502 N=7413884- E=18543883- Z=947.41
BURY BOLT ON HYDRANT LOCATED +20' SW OF SE CORNER THEISENS BUILDING. (AS SHOWN ON SURVEY)

ATHLETIC FACILITY - PHASE 1

GRADING AND EROSION CONTROL PLAN

SNYDER & ASSOCIATES, INC. |



Project No: 125.0259.01

Sheet C302

INDIANOLA, IOWA

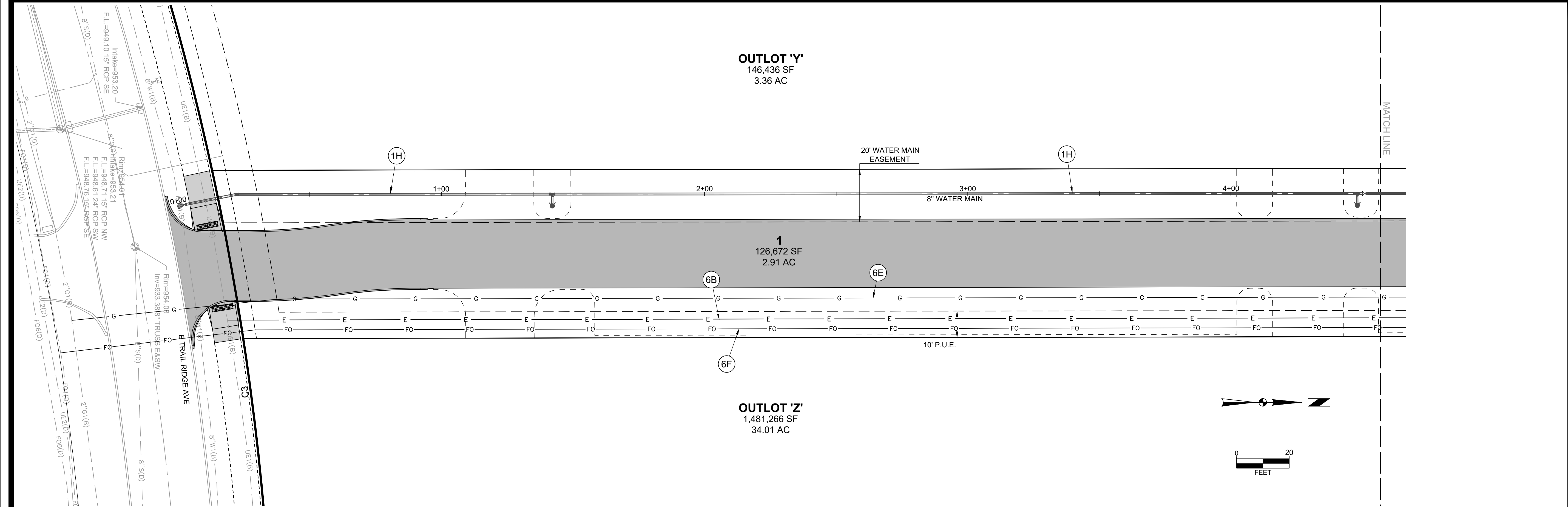
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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
1	CITY SECOND SUBMITTAL	03/20/25	CLY
Engineer: JLH	Checked By: MAA	Date: 02/28/2025	Scale: 1" = 20'
Technician: CLY		T-R-S: TTN-RRW-SS	

Project No: 125.0259.01

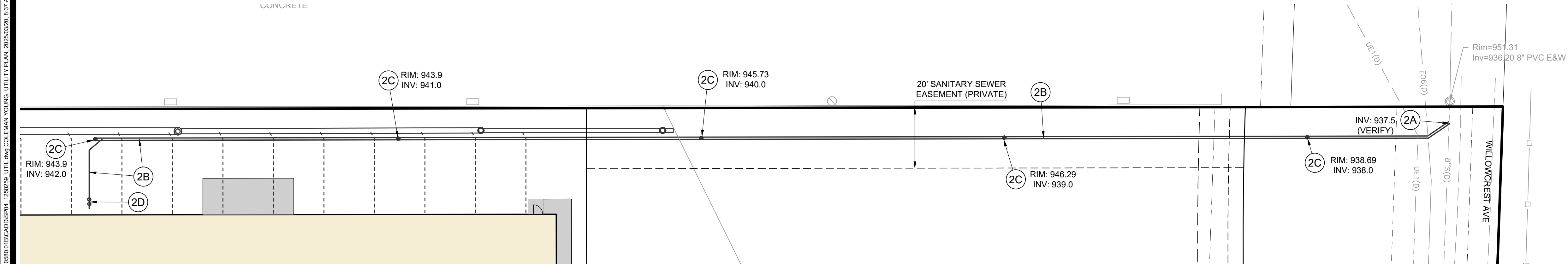
Sheet C302

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UTILITY PLAN CONSTRUCTION NOTES

- WATER SERVICES. PROVIDE THE FOLLOWING:
 - CONNECT TO EXISTING 6" WATER SERVICE STUB.
 - 6" WATER SERVICE WITH TRACER WIRE. INSTALL WITH MINIMUM 5' COVER TO TOP OF PIPE.
 - 4" DOMESTIC WATER SERVICE SPLIT WITH 6"x4" TEE EXTERIOR TO BUILDING. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
 - 6" RW VALVE.
 - 4" RW VALVE.
 - CONFIRM FINAL SERVICE LOCATION AND DEPTH OF FIRE AND DOMESTIC SERVICES WITH ARCHITECTURAL AND PLUMBING PLANS.
 - WALL MOUNTED FIRE DEPARTMENT CONNECTION. CONFIRM FINAL LOCATION WITH ARCHITECTURAL PLANS.
 - PUBLIC WATER MAIN. SEE CONSTRUCTION PLANS FOR DETAILS.
- SANITARY SEWER SERVICES. PROVIDE THE FOLLOWING:
 - CONNECT TO EXISTING 8" SANITARY MAIN WITH INSERTA TEE TYPE FITTING CONNECTION.
 - 6" SANITARY SEWER SERVICE LINE AT 1.0% MINIMUM SLOPE ($\frac{1}{8}$ " PER FOOT).
 - SANITARY CLEANOUT (SUDAS SW-203).
 - DOUBLE SANITARY CLEANOUT (SUDAS SW-203) LOCATED OUTSIDE OF BUILDING. PROVIDE SERVICE AT ELEVATION TO SERVICE ENTIRE BUILDING.
 - CONNECT TO PROPOSED BUILDING SERVICE. CONFIRM WITH MECHANICAL PLANS FOR SIZE, LOCATION AND ELEVATION.
- SITE LIGHTING. PROVIDE THE FOLLOWING:
 - CONTRACTOR TO COORDINATE WITH THE UTILITY OWNER AND PROPERTY OWNER ALL ASPECTS OF ELECTRICAL SERVICE PRIOR TO CONSTRUCTION.
 - SITE LIGHTING SHOWN. SEE ELECTRICAL PLANS.
- PROVIDE STORM SEWER IMPROVEMENTS AS SHOWN:
 - ROOF DRAINS. PROVIDE 8" HDPE ROOF DRAIN LEADER. EXTEND 12" ABOVE GRADE. CONFIRM DOWNSPOUT LOCATIONS WITH ARCHITECTURAL PLANS.
 - PUBLIC STORM SEWER. SEE CONSTRUCTION PLANS FOR DETAILS.
- CRITICAL CROSSING. CONTRACTOR TO MAINTAIN MINIMUM 18" SEPARATION.
- SITE FRANCHISE UTILITIES. PROVIDE THE FOLLOWING:
 - TRANSFORMER PAD. COORDINATE FINAL SIZE AND LOCATION WITH MID-AMERICAN ENERGY AND ELECTRICAL SITE PLAN.
 - ELECTRICAL SERVICE ROUTE TO BE FINALIZED BY UTILITY PROVIDER. SEE SITE ELECTRICAL PLANS.
 - ELECTRIC METER. SEE ARCHITECTURAL PLANS.
 - GAS METER. SEE ARCHITECTURAL PLANS.
 - GAS SERVICE ROUTE TO BE FINALIZED BY UTILITY PROVIDER.
 - FIBER COMMUNICATION SERVICE.



1 PRIVATE SANITARY SEWER CONNECTION DETAIL
C400 1" = 20'

ATHLETIC FACILITY - PHASE 1		INDIANOLA, IOWA		Sheet C400	
UTILITY PLAN		MARK		Project No: 125.0259.01	
		1		03/20/25	
		CITY SECOND SUBMITTAL		CLY	
		REVISION		DATE	
		Engineer: J.L.H.		Checked By: M.A.A.	
		Technician: CLY		Date: 02/28/2025	
		Scale: 1" = 20'		T-R-S: TTN+RRW-SS	
				Sheet C400	

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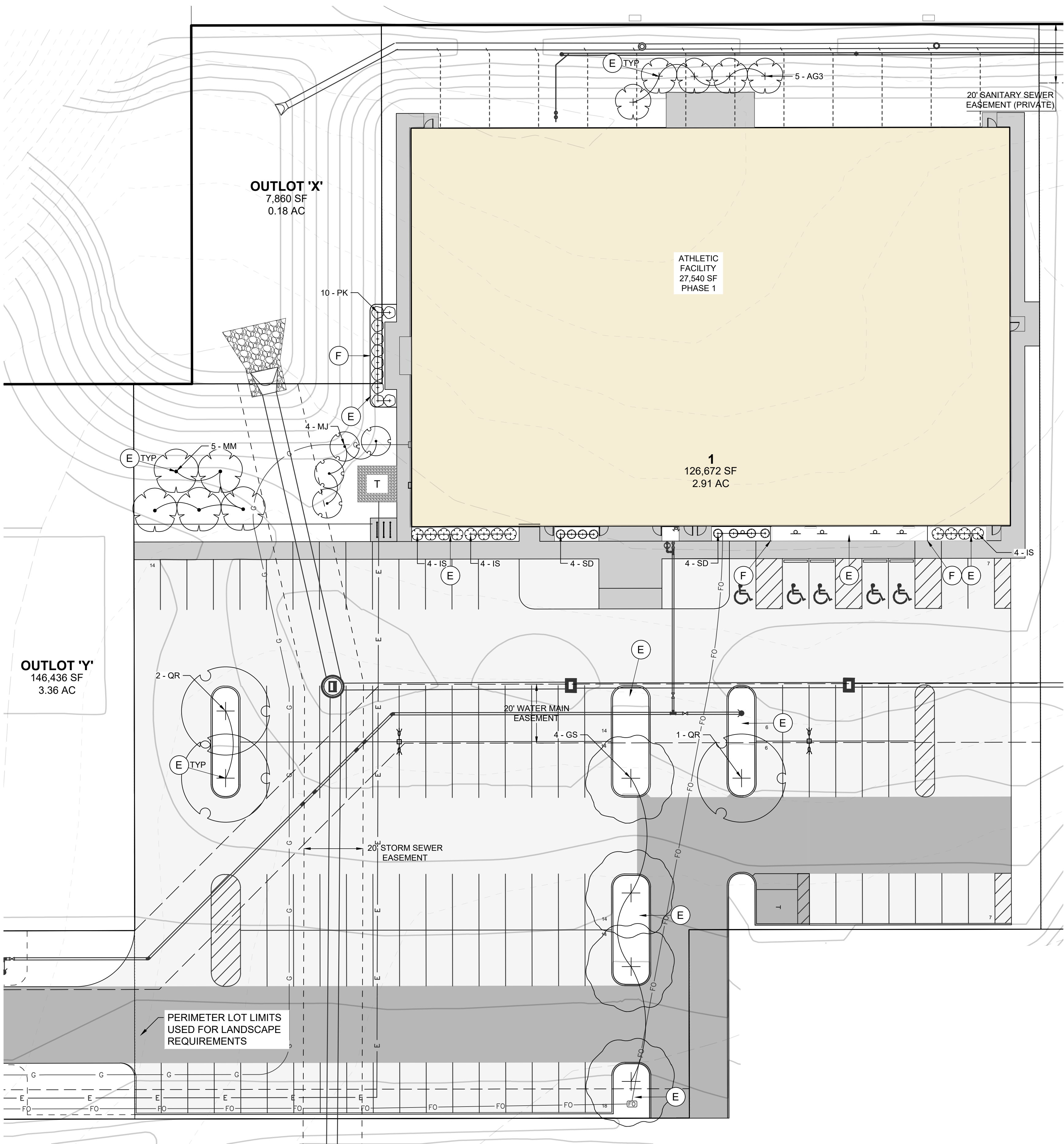
SNYDER & ASSOCIATES

Project No: 125.0259.01

Sheet C400

Page 177 of 192

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PLANTING PLAN GENERAL NOTES

- A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
- D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- E. PROVIDE 3-INCH DEPTH RIVER ROCK MULCH IN EARTH TONES IN PLANT BED AREAS AS INDICATED ON PLAN AND PROVIDE A MIN 3-FOOT PERIMETER RING AROUND ALL INDIVIDUAL TREES UNLESS IN A ISLAND. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.
- F. PROVIDE 6-INCH BLACK POWDER COATED METAL EDGER IN PLANT BED AREAS SHOWN ON PLAN.

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF INDIANOLA SITE PLAN OPEN SPACE AND LANDSCAPING REQUIREMENTS BASED ON C-2 ZONING)

OPEN SPACE REQUIREMENTS:
96,391 SF (2.21 AC) PROPERTY (SEE LIMITS ON PLAN)
75,327 SF = IMPERVIOUS SURFACE (PARKING AND BUILDING)
21,064 SF TOTAL OPEN SPACE PROVIDED

OPEN SPACE LANDSCAPE REQUIREMENTS:
21,064 SF / 3000 SF = 7 PLANT UNITS REQUIRED
7 PU x 1 DECIDUOUS TREE = 7 DECIDUOUS TREES REQ'D (7 PROVIDED)
7 PU x 2 ORNAMENTAL TREES = 14 ORNAMENTAL TREES REQ'D (14 PROVIDED)
7 PU x 2 SHRUBS = 14 SHRUBS REQ'D (30 PROVIDED)

WAIVER REQUESTED: SUBSTITUTION OF 6 SHRUBS FOR 1 ORNAMENTAL TREE

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
TREES					
GS	4	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust	1.5" Cal.	B&B
QR	3	Quercus rubra	Red Oak	1.5" Cal.	B&B
ORNAMENTAL TREES					
AG3	5	Acer ginnala	Amur Maple	1.5" Cal.	B&B
MM	5	Magnolia stellata	Star Magnolia Multi-Trunk	5' Ht.	Pot
MJ	4	Malus x 'Jarmir' TM	Marilee Crabapple	5' Ht.	B&B
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
SHRUBS					
IS	12	Itea virginica 'Sprich'	Little Henry® Sweetspire	3 gal.	Pot
PK	10	Physocarpus opulifolius 'UMNHarpell' TM	Fireside Ninebark	3 gal.	Pot
SD	8	Spiraea x 'NCSX2' TM	Double Play Doozie Spiraea	3 gal.	Pot

ATHLETIC FACILITY - PHASE 1

LANDSCAPE PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC. |



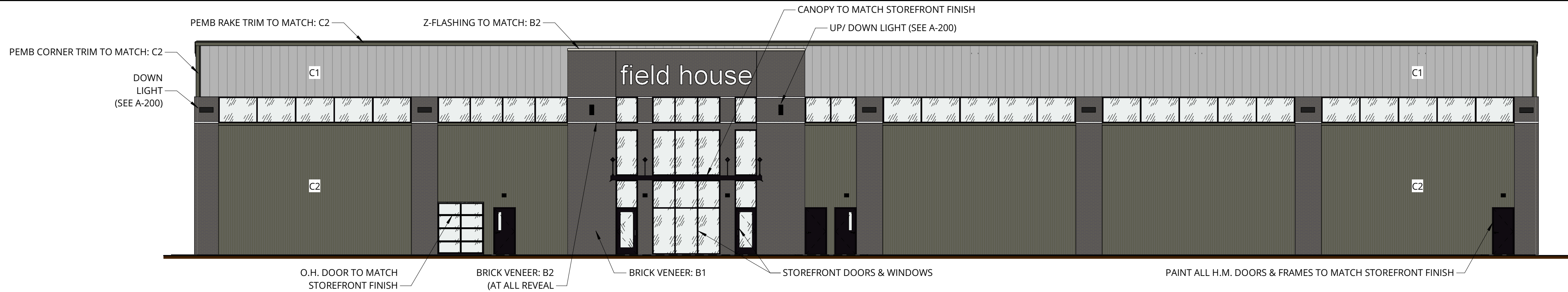
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Sheet C500

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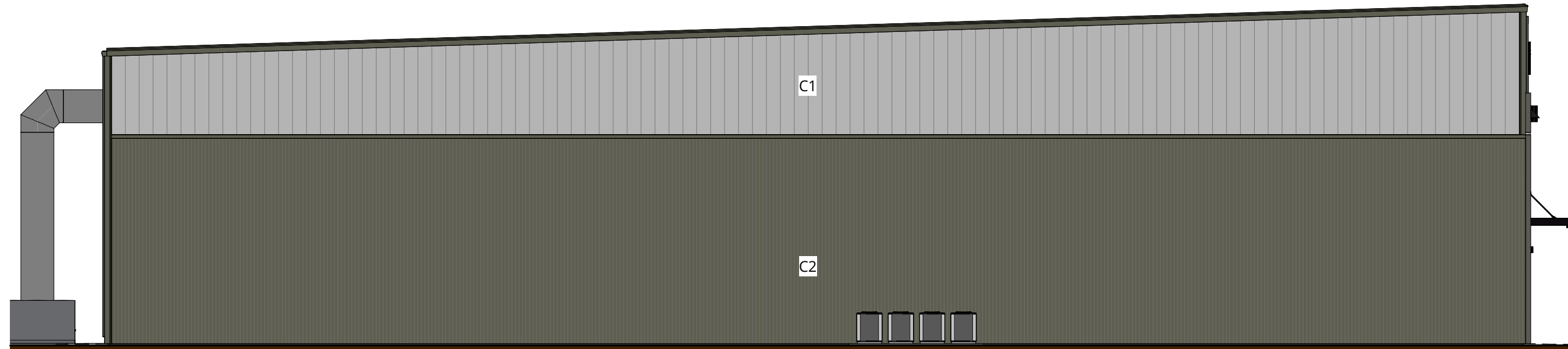
Project No: 125.0259.01

Sheet C500



COLOR - EAST (FRONT) ELEVATION

1 SCALE: 3/32" = 1'-0"



COLOR - SOUTH ELEVATION

3 SCALE: 3/32" = 1'-0"

VENEER CALCULATIONS:

NORTH

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%
CLASS-2	METAL PANEL: C1	1,373	34
CLASS-2	METAL PANEL: C2	2,689	66
CLASS-1	BRICK VENEER: B1	0	0
CLASS-1	BRICK VENEER: B2	0	0
CLASS-1	CLEAR GLAZING	0	0
CLASS-OTHER	H.M. DOOR OPENINGS	24	>1
TOTALS:		4,086 S.F.	100%

SOUTH

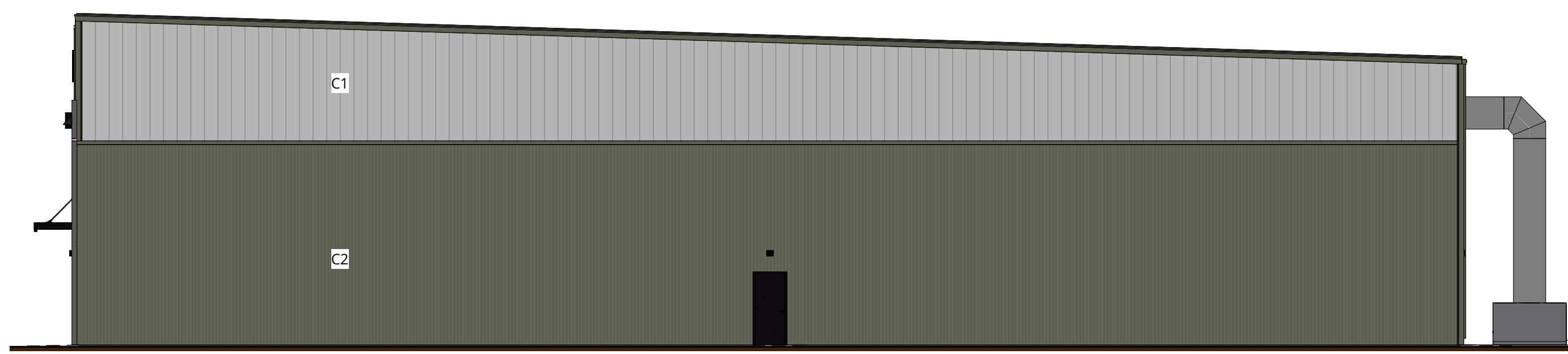
MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%
CLASS-2	METAL PANEL: C1	1,373	34
CLASS-2	METAL PANEL: C2	2,713	66
CLASS-1	BRICK VENEER: B1	0	0
CLASS-1	BRICK VENEER: B2	0	0
CLASS-1	CLEAR GLAZING	0	0
CLASS-OTHER	H.M. DOOR OPENINGS	0	0
TOTALS:		4,068 S.F.	100%

EAST (FRONT)

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%
CLASS-2	METAL PANEL: C1	1,410	21
CLASS-2	METAL PANEL: C2	2,747	42
CLASS-1	BRICK VENEER: B1	1,283	20
CLASS-1	BRICK VENEER: B2	14	>1
CLASS-1	CLEAR GLAZING	913	14
CLASS-OTHER	H.M. DOOR OPENINGS	199	3
TOTALS:		6,566 S.F.	100%

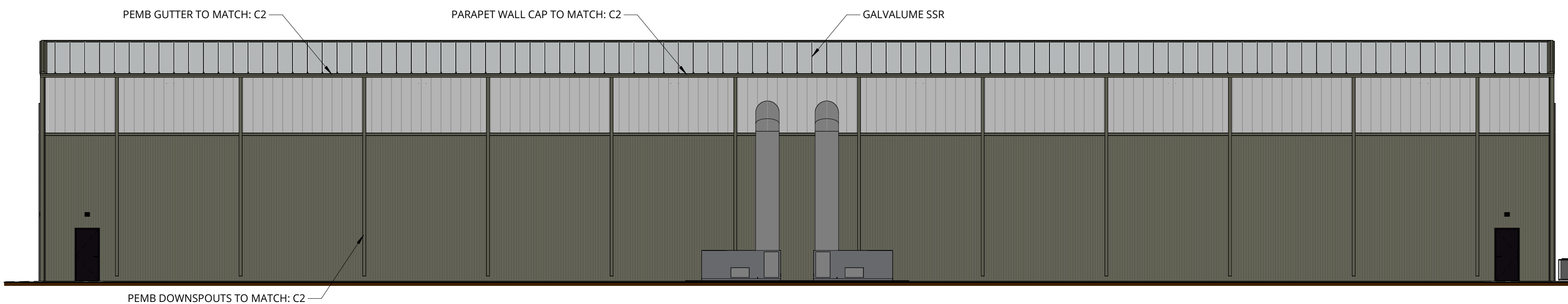
WEST (REAR)

MATERIAL CLASS	MATERIAL DESCRIPTION	AREA (S.F.)	%
CLASS-2	METAL PANEL: C1	1,628	29
CLASS-2	METAL PANEL: C2	4,022	71
CLASS-1	BRICK VENEER: B1	0	0
CLASS-1	BRICK VENEER: B2	0	0
CLASS-1	CLEAR GLAZING	0	0
CLASS-OTHER	H.M. DOOR OPENINGS	48	>1
TOTALS:		5,698 S.F.	100%



COLOR - NORTH ELEVATION

4 SCALE: 3/32" = 1'-0"

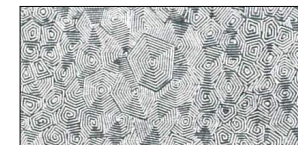


COLOR - WEST (REAR) ELEVATION

2 SCALE: 3/32" = 1'-0"

ROOFING: SSR

PEMB SUPPLIER: V.P.
- SSR
- COLOR: BARE GALVALUME



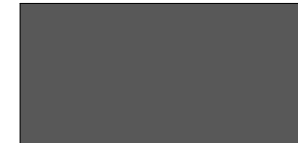
ROOFING: GUTTER & RAKE TRIM

PEMB SUPPLIER: V.P.
- COLOR: MATCH C2



ROOFING: DOWNSPOUTS

PEMB SUPPLIER: V.P.
- COLOR: MATCH C2



PEMB CORNER TRIM

PEMB SUPPLIER: V.P.
- COLOR: MATCH C2



PEMB ARCHITECTURAL METAL PANEL: C1

PEMB SUPPLIER: V.P.
- TEXTURECLAD PANELS
- COLOR: PLATINUM



PEMB ARCHITECTURAL METAL PANEL: C2

PEMB SUPPLIER: V.P.
- TECH-FOUR PANELS
- COLOR: COOL ZINC GRAY



PRE-FINISHED METAL BRICK CAP

MANUFACTURER: PER SPECS.
- COLOR: MATTE BLACK
- COLOR MATCH S.F.



BRICK MASONRY VENEER: B1

GLEN GERY - T.B.D.
- SIZE: MODULAR
- IRONSPOT VINEYARD-T.B.D.



BRICK MASONRY VENEER: B2 (REVEALS)

GLEN GERY - T.B.D.
- SIZE: MODULAR
- WHITE VELOUR - T.B.D.



EXTERIOR STOREFRONT FINISH

MANUFACTURER: PER SPECS.
- ANODIZED BLACK
- INCLUDES:
- VISIBLE FLASHINGS



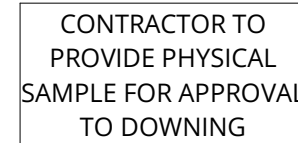
C1: COLOR MATCHED METAL FLASHING

MANUFACTURER: PER SPECS
- COLOR: MATCH C2



B2: COLOR MATCHED METAL FLASHING

MANUFACTURER: PER SPECS
- COLOR: MATCH B2



CONTRACTOR TO
PROVIDE PHYSICAL
SAMPLE FOR APPROVAL
TO DOWNING

THIS PLAN IS THE PROPERTY OF
DOWNING CONSTRUCTION INC.

ANY USE WITHOUT WRITTEN
PERMISSION IS STRICTLY
PROHIBITED!



509 East Scenic Valley Ave.
Indianola, Iowa 50125
p: 515.961.5386
f: 515.961.0468
www.downingconstruct.com
www.downingplanroom.com

Indianola Athletic Building

Street Address - T.B.D.
Indianola, Iowa 50125

DESIGN DEVELOPMENT PLAN(S) - NOT FOR CONSTRUCTION

DISCOVER/ ANALYZE

COMMIT

DELIVER

PROJECT
DESIGNER-INTERIOR
CGL-AKS

ISSUED DATE:
02/26/2025

REVISIONS

REV #	DESCP.	DATE

PLAN NO. = 90-214

DWG. LIST

COLOR EXTERIOR
ELEVATIONS

SHEET NO.

A-202

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPROVING THE SITE PLAN FOR SUMMERCREST HILLS NORTH
ATHLETIC FACILITY – PHASE 1**

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

WHEREAS, the City of Indianola Planning and Zoning Commission reviewed and recommended approval of a Site Plan for Summercrest Hills North Athletic Facility – Phase 1 on March 25, 2025; and

WHEREAS, the Site Plan for Summercrest Hills North Athletic Facility – Phase 1 is in general conformance with section §165 – *Zoning Regulations* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for Summercrest Hills North Athletic Facility – Phase 1 is in general conformance with section §165.08 – *Open Space, Landscaping and Buffering* of the Indianola Municipal Code; and

WHEREAS, the Site Plan for Summercrest Hills North Athletic Facility – Phase 1 is in general conformance with section §165.09 – *Building Design Standards* of the Indianola Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Indianola, Iowa having considered the recommendations of the Planning and Zoning Commission, on this 7th day of April, 2025, that the Site Plan for Summercrest Hills North Athletic Facility – Phase 1 be approved subject to remaining staff comments.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jared Keenan, WRRD Superintendent
Date: April 7, 2025
Subject: Discussion and direction on filling a vacant position in the Water Resource Recovery Department.

Introduction: This request is to fill an open operator position in the Water Resource Recovery Department.

Background: The Water Resource Recovery Facility plan lays out that we need 8.5 staff members. The needs of this facility require full-time staff, so I will be asking for 9 staff members.

Discussion: The driving need for this position is to increase our staff to a level at which we can operate our sewer line cleaning equipment and our inspection equipment. All while still maintaining staff for maintenance and repair of our main facility and our seven lift stations. This will be a benefit to the city due to the investment that has been put into the wastewater infrastructure and department.

Budget Impact: This position is already in the current budget as well as the FY26 budget.

Recommendation: I recommend filling this vacancy because it is already a budgeted position and keep in mind the overall facility needs to increase staff numbers to nine operators.

Attachments: 1. Facility Plan (Staff)

E. WASTEWATER TREATMENT PLANT STAFFING

The Indianola NWWTF currently has a staff of six employees to manage, operate and maintain the wastewater treatment plant and maintain the City's sanitary sewer collection system including sanitary sewers, seven lift stations and force mains. The six employees include the Wastewater Superintendent. Each of the operations staff completes the laboratory analysis needed for operations and IDNR reporting. The operations staff also is responsible for doing routine and minor maintenance on equipment.

Historically, staffing recommendations for WWTPs has been most frequently estimated by the guidance document "Estimating Staffing for Municipal Wastewater Treatment Facilities" from the U.S. Environmental Protection Agency published in 1973. This document estimates staff hours required by looking at operations and maintenance hours required for each process based on the capacity of the WWTP. For the proposed WWTP improvements the EPA guidance document recommends 11 employees. This does not include the operation and maintenance requirements for the collection system.

Generally, this document is outdated because it doesn't account for reduced manpower for SCADA systems in modern treatment plant operations. Generally the basic automation of a wastewater treatment plant today requires less manual operation.

The recommended WWTP staff for the City of Indianola for the proposed new wastewater treatment plant and collection system maintenance is shown below:

<u>Position</u>	<u>No of Employees</u>
Superintendent	1
Operations staff (includes collections)	5
Maintenance Technician	1
Lab Technician	1
Admin/clerical	<u>0.5</u>
Total	8.5

The proposed increase in employees over the current level is 2.5 employees. A laboratory technician should be added to handle all the compliance testing and to help relieve the duty from the operations staff. A maintenance technician should be added to account for the additional instrument and controls maintenance that will be needed for the operations instruments. A half-time administrative assistant should be provided to help manage the office activities and for clerical duties.

As a comparison to these recommendations, two similar Iowa Grade IV treatment plants about the same size were reviewed to compare the number of employees. The Marshalltown WWTP is a 6.0 mgd AWW plant that has a cBOD capacity of 8,000 lbs/day. Marshalltown has a Superintendent, Assistant Superintendent, office manager, 2.5 laboratory personnel, 4 operators, 2 maintenance electricians, and 2 swing maintenance/operators for a total of 13.5 employees. In addition to the plant this staff maintains 9 sanitary and 2 stormwater lift stations but does not maintain collection systems. Burlington WWTP is another 6.0 mgd

AWW plant in eastern Iowa. Burlington has 8 employees that operate the wastewater treatment plant and maintain the sanitary lift stations. The rest of collections system maintenance is handled separately by Public Works.



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Discussion and direction on filling three vacant positions in the Wellness Center Department.

Recommendation:

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Aaron Hurt, Fire Chief
Date: April 7, 2025
Subject: Discussion and direction on filling vacant part-time positions in the Fire Department.

Introduction: I respectfully request authorization from the City Council to post job openings for vacant part-time paramedic and EMT positions. These positions are essential to maintaining adequate staffing levels for budgeted Emergency Medical Services (EMS) coverage from 8:00 AM to 5:00 PM daily. Approving this request will help mitigate negative budget impacts that arise due to insufficient part-time staffing, including overtime costs and situations where part-time employees work full-time hours, triggering benefit requirements.

Background: The Indianola Fire Department (IFD) relies on part-time personnel to supplement full-time staff during peak demand hours from 8:00 AM to 5:00 PM and to backfill open full-time positions that would otherwise be staffed with employees on overtime. In response to the Council's direction at the March 3 meeting, all open part-time job postings were removed.

Currently, IFD has 18 part-time employees, with 12 actively participating regularly. Due to stagnant participation levels, IFD Directive 2025-02 was drafted on February 28, 2025, and took effect on March 10, 2025. This directive requires all part-time personnel to maintain a minimum monthly participation to remain active employees. This measure aims to prevent workforce stagnation, ensuring compliance with training requirements and reducing excessive overtime costs associated with staffing shortages.

Following the implementation of this directive, the department has received two resignations. Based on historical participation trends, we anticipate that an additional seven part-time employees may either resign or be terminated for non-compliance.

Discussion: The city currently budgets for two part-time positions daily from 8:00 AM to 5:00 PM to ensure adequate EMS response during peak demand hours. To effectively staff these shifts while at a 30% participation level, we need a roster of 23 part-time employees.

Given the highly competitive labor market for certified paramedics and EMTs, IFD had maintained a perpetual posting for these positions before the Council's March 3 directive. With the removal of these postings, recruitment efforts have been hindered, limiting our ability to sustain required staffing levels within budget constraints.

To prevent part-time employees from exceeding 29 hours per week, thus triggering benefits and additional budgetary impacts, the department must actively recruit and maintain an appropriate number of part-time personnel. This strategy ensures optimal staffing without exceeding the 6,570 budgeted hours for part-time coverage, as funded in previous years and as is currently calculated in FY 2026 planned budget projections.

Budget Impact: Approving this request is expected to have a net positive budget impact by:

- Reducing overtime occurrences caused by staffing shortages.

- Preventing situations where part-time employees exceed 29 hours per week, avoiding additional benefit costs.
- Ensuring efficient use of allocated part-time hours without exceeding established budget limits.
- Reduces the expense to backfill vacant positions through attrition and leave that would need to be done by paying overtime to prevent under-staffed service.
- Reducing part-time employee burnout increasing cost to the city to replace/rehire.

Recommendation: I respectfully request the Council's approval to reopen postings for part-time paramedic and EMT positions. This action will increase part-time staffing and participation, ensuring the department can maintain optimal service levels within the approved budget.

Attachments: 1. 2025-02 Minimum Monthly Participation for Part-Time Personnel



Indianola Fire Department Directive

Directive Number: 2025-02

Effective Date: March 10, 2025

Issued By: Aaron Hurt, Fire Chief

Subject: Minimum Monthly Participation for Part-Time Personnel

Purpose: The purpose of this directive is to ensure that all part-time personnel actively participate in department operations by submitting their availability. This requirement helps personnel stay informed about organizational changes, maintain operational readiness, and retain critical skills necessary for effective job performance.

Authority: This directive is issued under the authority of the Fire Chief of the City of Indianola Fire Department to ensure part-time personnel maintain active engagement, stay updated with organizational changes, and retain essential skills for duty performance.

Audience: All part-time personnel of the City of Indianola Fire Department.

Directive:

1. All part-time employees must submit a minimum availability of four (4) shifts per month to maintain employment. Availability must be submitted via the First Due Records Management System (RMS) by midnight on the 10th of the previous month.
2. Failure to comply with this directive for two (2) consecutive scheduling periods (months) or five (5) occurrences within a rolling 12-month period will result in termination of employment.
3. Part-time employees who submit and receive approved leave from the Fire Chief or designee and Human Resources (HR) will be excused from this requirement until their agreed-upon return date.

Timeline: This directive is effective March 10, 2025, and will remain in force until replaced by an approved and validated Indianola Fire Department Shift Scheduling and Participation Policy.

Resources: Resources for creating and submitting availability are available through the First Due RMS software, accessible online.

Consequences: Non-compliance will result in termination of employment as outlined in this directive.



— FIRE DEPARTMENT —

Contact Information: For questions or scheduling concerns, contact Captain Eric Wallace or his designee.

Approved By:

Aaron Hurt, Fire Chief

Email: ahurt@indainolaiowa.gov

Phone 515-442-6773





MEMORANDUM

To: Mayor and City Council
From: Aaron Hurt, Fire Chief
Date: April 7, 2025
Subject: Discussion and direction on filling a vacant full-time position in the Fire Department.

Introduction: This memorandum is submitted to respectfully request Council approval to fill a full-time Firefighter/Paramedic position vacated on April 7th, 2025, on Indianola Fire Department's 3rd Division. The position became vacant following an employee's resignation submitted on March 25th, 2025, to pursue an opportunity outside of the City. In accordance with the Council's directive dated March 3, 2025, any vacated positions must receive Council authorization before being filled.

Background:

The Fire Department is currently authorized and budgeted for 15 operational full-time equivalents (FTEs). These positions are responsible for delivering Fire and Emergency Medical Services (EMS) to the City 24 hours a day, seven days a week, organized across three operational divisions. Each shift is structured to include a Captain and four Firefighter/Paramedics. This configuration is essential to meet the demands of emergency response and maintain a safe and effective operating environment for personnel and the community.

In 2024, the department averaged 3.8 FTEs per shift due to fluctuations in staffing caused by paid time off, sick leave, military leave, compensatory time, and employee turnover. These conditions, while managed internally, have challenged our ability to consistently maintain optimal service delivery and avoid undue strain on existing personnel.

Discussion:

Maintaining full staffing is critical to ensuring reliable emergency response and preserving the health and well-being of our personnel. Continued operation below authorized staffing levels increases the risk of delayed response times, decreases system resilience during peak demand or simultaneous incidents, and may contribute to increased fatigue and burnout among remaining staff.

The department is nearing completion of a competitive hiring process and is finalizing a hiring list of ten qualified candidates selected from a pool of 14 applicants. Upon Council approval, the department will be able to extend an offer of employment promptly, reducing the risk of further delays in onboarding and training a replacement.

Budget Impact:

The position is already included within the Fire Department's current budget and no additional funding is being requested. Filling the position will ensure we remain within our approved personnel expenditures while sustaining the department's capacity to meet its service obligations.

Recommendation: It is recommended that the City Council approve the request to fill the vacated full-time Firefighter/Paramedic position. Prompt action will help maintain operational readiness, prevent service disruptions, and support the well-being of our Fire Department personnel and the community we serve

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: April 7, 2025

Subject: Enter into closed session in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Recommendation: Roll call to enter and exit the closed hearing is in order.

Attachments: None