



CITY OF INDIANOLA COUNCIL MEETING

August 18, 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 Payment Application Number 3 in the amount of \$52,804.23 to Sternquist Construction for the West Clinton Avenue Reconstruction Project.
 2. Consideration of the approval of a liquor license renewal for Tienda La Mexicana Inc., doing business as La Tiendita Mexican Store.
 3. Consideration of the approval of a liquor license renewal for The Zoo, Inc.
 4. Consideration of the issuance of a special event and noise permit to Helping Hand on September 6, 2025 for the Helping Hand Run and Jam Event.
 - E. West Hill Brewing Bags Tournament for Huntington's Disease Event
 1. Consideration of the issuance of a special event permit to West Hill Brewing for a Bags Tournament for Huntington's Disease.
 2. Resolution suspending enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on city streets during the Bags Tournament for Huntington's Disease, as requested by West Hill Brewing Company on September 13, 2025.
 - F. Resolution suspending enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on a portion of West Salem Avenue during West Hill Brewing Company's Oktoberfest Street Party on September 19, 2025.

- G. Resolution appointing Bryce Johnson to the position of Zoning Administrator.
- H. Resolution approving engagement letter with Ahlers and Cooney, P.C. for general economic development matters.

6. Council Reports

- A. Council Reports
- B. Receive and file the June 2025 Treasurer's Report.

7. Mayor's Report

- A. Community Update

8. Public Consideration

- A. New Business
 - 1. First consideration of an ordinance amending Chapter 25 of the Indianola Municipal Code (Utility Board of Trustees) to provide qualifications for utility board membership.
 - 2. Resolution to approve lease agreement between the City of Indianola, Iowa and House of Mercy.

9. Other Business

- A. City Manager's Report - Jacob Meshke
- B. Discussion and action regarding future agenda items.
- C. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

10. Adjourn



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Approval of Claims

Introduction: The claims report totals \$317,840.79.

Recommendation: Staff recommends approval of all claims.

Attachments: 1. Vendor Expense Approval 8182025



APPROVAL OF BILLS - CITY

Josh Rabe, City Council

Ron Dalby, City Council

Steve Armstrong, City Council

Christina Beach, City Council

Mellisa Sones, City Council

Bob Lane, City Council

Vendor Name	Description (Item)	Payable Date	Amount
Purchased From Vendor: ACCO UNLIMITED CORP.			
Fund: 045 - Pool			
ACCO UNLIMITED CORP.	VMAC LIQUID CHLORINE	07/25/2025	1,131.20
ACCO UNLIMITED CORP.	VMAC CHLORINE	07/31/2025	908.00
			Fund 045 - Pool Total: 2,039.20
Purchased From Vendor ACCO UNLIMITED CORP. Total:			2,039.20
Purchased From Vendor: ACE HARDWARE			
Fund: 042 - Park and Rec Admin			
ACE HARDWARE	CAUTION TAPE	08/04/2025	32.98
			Fund 042 - Park and Rec Admin Total: 32.98
Fund: 110 - Road Use Tax Fund			
ACE HARDWARE	SDS DRILL BIT	07/30/2025	9.99
			Fund 110 - Road Use Tax Fund Total: 9.99
Fund: 680 - Wellness Campus Fund			
ACE HARDWARE	REPAIR SUPPLIES	08/08/2025	48.81
			Fund 680 - Wellness Campus Fund Total: 48.81
Purchased From Vendor ACE HARDWARE Total:			91.78
Purchased From Vendor: ADVANCED DATA PROCESSING INC			
Fund: 016 - Ambulance			
ADVANCED DATA PROCESSING..DIGITECH EMS BILLING		07/24/2025	8,524.75
			Fund 016 - Ambulance Total: 8,524.75
Purchased From Vendor ADVANCED DATA PROCESSING INC Total:			8,524.75
Purchased From Vendor: AGRILAND FS INC			
Fund: 610 - Sewer Fund			
AGRILAND FS INC	ROCK BURNDOWN	07/03/2025	1,500.00
			Fund 610 - Sewer Fund Total: 1,500.00
Purchased From Vendor AGRILAND FS INC Total:			1,500.00

Expense Approval Report

Post Dates: 8/18/2025 - 8/18/2025

Vendor Name	Description (Item)	Payable Date	Amount
Purchased From Vendor: AHLERS & COONEY P.C.			
Fund: 001 - General			
AHLERS & COONEY P.C.	URBAN RENEWAL GENERAL	07/30/2025	925.50
Fund 001 - General Total:			925.50
Purchased From Vendor AHLERS & COONEY P.C. Total:			925.50
Purchased From Vendor: AMAZON CAPITAL SERVICES			
Fund: 011 - Police			
AMAZON CAPITAL SERVICES	LABEL TAPE, BATTERIES	08/11/2025	68.68
Fund 011 - Police Total:			68.68
Fund: 015 - Fire			
AMAZON CAPITAL SERVICES	TACTICAL INDUSTRIAL SHOES	08/07/2025	110.99
Fund 015 - Fire Total:			110.99
Fund: 110 - Road Use Tax Fund			
AMAZON CAPITAL SERVICES	SHEET PROTECTORS ...	07/31/2025	92.68
AMAZON CAPITAL SERVICES	ID CARD HOLDER	07/31/2025	24.99
AMAZON CAPITAL SERVICES	HAND & CURB MAGNESIUM DARBY	08/02/2025	68.76
Fund 110 - Road Use Tax Fund Total:			186.43
Fund: 680 - Wellness Campus Fund			
AMAZON CAPITAL SERVICES	PAPER SHREDDER, WAL...	08/09/2025	74.57
Fund 680 - Wellness Campus Fund Total:			74.57
Purchased From Vendor AMAZON CAPITAL SERVICES Total:			440.67
Purchased From Vendor: BAILEY, KRISTIN			
Fund: 042 - Park and Rec Admin			
BAILEY, KRISTIN	REFUND STAND UP PADDLE BOARD	08/05/2025	10.00
BAILEY, KRISTIN	REFUND STAND UP PADDLE BOARD	08/05/2025	10.00
Fund 042 - Park and Rec Admin Total:			20.00
Purchased From Vendor BAILEY, KRISTIN Total:			20.00
Purchased From Vendor: BERRY, ROGER			
Fund: 015 - Fire			
BERRY, ROGER	DETERGENT - HAZMAT TRAINING	07/19/2025	10.64
Fund 015 - Fire Total:			10.64
Purchased From Vendor BERRY, ROGER Total:			10.64
Purchased From Vendor: BLUEMARK ENERGY LLC			
Fund: 680 - Wellness Campus Fund			
BLUEMARK ENERGY LLC	UTILITIES - IWC	07/28/2025	881.05
Fund 680 - Wellness Campus Fund Total:			881.05
Purchased From Vendor BLUEMARK ENERGY LLC Total:			881.05
Purchased From Vendor: BRADLEY, AFTON			
Fund: 042 - Park and Rec Admin			
BRADLEY, AFTON	REIMBURSEMENT FOR FUEL - REC VAN	08/04/2025	26.00
Fund 042 - Park and Rec Admin Total:			26.00
Fund: 045 - Pool			
BRADLEY, AFTON	TRAINING MEAL REIMBURSEMENT	07/31/2025	57.97
Fund 045 - Pool Total:			57.97
Purchased From Vendor BRADLEY, AFTON Total:			83.97
Purchased From Vendor: BRICK GENTRY P.C.			
Fund: 001 - General			
BRICK GENTRY P.C.	LEGAL SERVICE FEES	07/25/2025	1,904.54
BRICK GENTRY P.C.	LEGAL SERVICE FEES	07/25/2025	11,655.00

Expense Approval Report

Post Dates: 8/18/2025 - 8/18/2025

Vendor Name	Description (Item)	Payable Date	Amount
BRICK GENTRY P.C.	LEGAL SERVICE FEES	07/25/2025	2,100.00
Fund 001 - General Total:			15,659.54
Fund: 011 - Police			
BRICK GENTRY P.C.	LEGAL SERVICE FEES	07/25/2002	780.00
BRICK GENTRY P.C.	LEGAL SERVICE FEES	07/25/2025	60.00
Fund 011 - Police Total:			840.00
Fund: 015 - Fire			
BRICK GENTRY P.C.	LEGAL SERVICE FEES	07/25/2025	3,020.00
Fund 015 - Fire Total:			3,020.00
Purchased From Vendor BRICK GENTRY P.C. Total:			19,519.54
Purchased From Vendor: BROWN EQUIPMENT			
Fund: 042 - Park and Rec Admin			
BROWN EQUIPMENT	AIR FILTERS, OIL	08/06/2025	440.90
Fund 042 - Park and Rec Admin Total:			440.90
Purchased From Vendor BROWN EQUIPMENT Total:			440.90
Purchased From Vendor: CCP DIRECT			
Fund: 610 - Sewer Fund			
CCP DIRECT	ORANGE NITRILE GLOVES	05/02/2025	222.90
Fund 610 - Sewer Fund Total:			222.90
Purchased From Vendor CCP DIRECT Total:			222.90
Purchased From Vendor: CERRIS SYSTEMS IOWA INC			
Fund: 610 - Sewer Fund			
CERRIS SYSTEMS IOWA INC	MAINTENANCE - HUMIDITY IN LAB	07/22/2025	135.70
Fund 610 - Sewer Fund Total:			135.70
Purchased From Vendor CERRIS SYSTEMS IOWA INC Total:			135.70
Purchased From Vendor: CINTAS CORPORATION			
Fund: 610 - Sewer Fund			
CINTAS CORPORATION	CINTAS	07/31/2025	234.00
CINTAS CORPORATION	CINTAS	08/01/2025	141.24
Fund 610 - Sewer Fund Total:			375.24
Purchased From Vendor CINTAS CORPORATION Total:			375.24
Purchased From Vendor: CIRCLE B CASHWAY			
Fund: 650 - Stormwater Utility Fund			
CIRCLE B CASHWAY	EXPANDABLE FOAM, CORRUGATED PIPE TAPE	08/06/2025	111.85
CIRCLE B CASHWAY	ELBOW	08/07/2025	35.97
Fund 650 - Stormwater Utility Fund Total:			147.82
Purchased From Vendor CIRCLE B CASHWAY Total:			147.82
Purchased From Vendor: CNM OUTDOOR EQUIPMENT			
Fund: 011 - Police			
CNM OUTDOOR EQUIPMENT	PRESSURE WASHER HOSE	08/11/2025	273.91
Fund 011 - Police Total:			273.91
Purchased From Vendor CNM OUTDOOR EQUIPMENT Total:			273.91
Purchased From Vendor: CONCRETE POLYFIX			
Fund: 680 - Wellness Campus Fund			
CONCRETE POLYFIX	IWC - SIDEWALK - REMOVE TRIP HAZARD ON RAMP	08/06/2025	550.00
Fund 680 - Wellness Campus Fund Total:			550.00
Purchased From Vendor CONCRETE POLYFIX Total:			550.00

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Vendor Name	Description (Item)	Payable Date	Amount
Purchased From Vendor: CORE-MARK MIDCONTINENT INC			
Fund: 045 - Pool			
CORE-MARK MIDCONTINENT ...	VMAC CONCESSIONS	07/29/2025	885.24
Fund 045 - Pool Total:			885.24
Purchased From Vendor CORE-MARK MIDCONTINENT INC Total:			885.24
Purchased From Vendor: D & K PRODUCTS			
Fund: 042 - Park and Rec Admin			
D & K PRODUCTS	WC AEROSOL WORLD CLASS WHITE	07/22/2025	2,850.00
Fund 042 - Park and Rec Admin Total:			2,850.00
Purchased From Vendor D & K PRODUCTS Total:			2,850.00
Purchased From Vendor: DANLEE CORPORATION/JIFFY 921			
Fund: 011 - Police			
DANLEE CORPORATION/JIFFY ...	FUEL	07/31/2025	2,631.81
Fund 011 - Police Total:			2,631.81
Purchased From Vendor DANLEE CORPORATION/JIFFY 921 Total:			2,631.81
Purchased From Vendor: DELTA DENTAL OF IOWA			
Fund: 001 - General			
DELTA DENTAL OF IOWA	VISION INSURANCE - EE LIABILITY	08/04/2025	364.00
DELTA DENTAL OF IOWA	VISION INSURANCE - COMM DEV	08/04/2025	28.88
DELTA DENTAL OF IOWA	VISION INSURANCE - CITY MANAGER	08/04/2025	3.58
DELTA DENTAL OF IOWA	VISION INSURANCE - FINANCE/CLERK	08/04/2025	22.06
DELTA DENTAL OF IOWA	VISION INSURANCE - IT	08/04/2025	25.64
DELTA DENTAL OF IOWA	VISION INSURANCE - HR	08/04/2025	21.72
Fund 001 - General Total:			465.88
Fund: 011 - Police			
DELTA DENTAL OF IOWA	VISION INSURANCE - POLICE	08/04/2025	181.38
Fund 011 - Police Total:			181.38
Fund: 015 - Fire			
DELTA DENTAL OF IOWA	VISION INSURANCE - FIRE	08/04/2025	34.36
Fund 015 - Fire Total:			34.36
Fund: 016 - Ambulance			
DELTA DENTAL OF IOWA	VISION INSURANCE - AMBULANCE	08/04/2025	104.84
Fund 016 - Ambulance Total:			104.84
Fund: 041 - Library			
DELTA DENTAL OF IOWA	VISION INSURANCE - LIBRARY	08/04/2025	27.32
Fund 041 - Library Total:			27.32
Fund: 042 - Park and Rec Admin			
DELTA DENTAL OF IOWA	VISION INSURANCE - P&R	08/04/2025	18.02
DELTA DENTAL OF IOWA	VISION INSURANCE - PARKS	08/04/2025	20.04
Fund 042 - Park and Rec Admin Total:			38.06
Fund: 110 - Road Use Tax Fund			
DELTA DENTAL OF IOWA	VISION INSURANCE - STREETS	08/04/2025	74.68
Fund 110 - Road Use Tax Fund Total:			74.68
Fund: 610 - Sewer Fund			
DELTA DENTAL OF IOWA	VISION INSURANCE - SEWER	08/04/2025	65.50
Fund 610 - Sewer Fund Total:			65.50
Fund: 680 - Wellness Campus Fund			
DELTA DENTAL OF IOWA	VISION INSURANCE - IWC	08/04/2025	7.02
Fund 680 - Wellness Campus Fund Total:			7.02

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Vendor Name	Description (Item)	Payable Date	Amount
Fund: 820 - Health Insurance Fund			
DELTA DENTAL OF IOWA	VISION INSURANCE - COBRA	08/04/2025	9.18
Fund 820 - Health Insurance Fund Total:			9.18
Purchased From Vendor DELTA DENTAL OF IOWA Total:			1,008.22
Purchased From Vendor: DIAM PEST CONTROL			
Fund: 680 - Wellness Campus Fund			
DIAM PEST CONTROL	PEST CONTROL	08/05/2025	89.00
Fund 680 - Wellness Campus Fund Total:			89.00
Purchased From Vendor DIAM PEST CONTROL Total:			89.00
Purchased From Vendor: DUST PROS JANITORIAL			
Fund: 001 - General			
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	07/31/2025	579.00
Fund 001 - General Total:			579.00
Fund: 042 - Park and Rec Admin			
DUST PROS JANITORIAL	Activity Center Lights Replacement	07/31/2025	319.00
DUST PROS JANITORIAL	ACTIVITY CENTER JANITORIAL SUPPLIES	07/31/2025	52.50
Fund 042 - Park and Rec Admin Total:			371.50
Purchased From Vendor DUST PROS JANITORIAL Total:			950.50
Purchased From Vendor: ELECTRIC PUMP			
Fund: 610 - Sewer Fund			
ELECTRIC PUMP	IMPELLER , KIT	07/29/2025	6,770.00
Fund 610 - Sewer Fund Total:			6,770.00
Purchased From Vendor ELECTRIC PUMP Total:			6,770.00
Purchased From Vendor: ELIXIR RX OPTIONS			
Fund: 011 - Police			
ELIXIR RX OPTIONS	411 Rx 7/16-7/31	07/31/2025	107.59
Fund 011 - Police Total:			107.59
Purchased From Vendor ELIXIR RX OPTIONS Total:			107.59
Purchased From Vendor: FAREWAY STORE			
Fund: 042 - Park and Rec Admin			
FAREWAY STORE	COFFEE CORNER SUPPLIES	07/31/2025	43.50
Fund 042 - Park and Rec Admin Total:			43.50
Purchased From Vendor FAREWAY STORE Total:			43.50
Purchased From Vendor: FIRE SERVICE TRAINING BUREAU			
Fund: 015 - Fire			
FIRE SERVICE TRAINING BURE...	DOP WRITTEN & PRACTICAL - BUTCHER	07/22/2025	50.00
Fund 015 - Fire Total:			50.00
Purchased From Vendor FIRE SERVICE TRAINING BUREAU Total:			50.00
Purchased From Vendor: FROMM, JIM			
Fund: 042 - Park and Rec Admin			
FROMM, JIM	BALLOON CAMP BAGGIES	08/07/2025	480.00
Fund 042 - Park and Rec Admin Total:			480.00
Purchased From Vendor FROMM, JIM Total:			480.00
Purchased From Vendor: GRAINGER INC			
Fund: 610 - Sewer Fund			
GRAINGER INC	SUBMERSIBLE SUMPPUMP	07/25/2025	522.84
GRAINGER INC	DRAIN PAN, SOCKET, ELBOW	07/31/2025	48.05
GRAINGER INC	GEAR OIL, HEX NUT, FLAT WASHER	08/08/2025	342.27
Fund 610 - Sewer Fund Total:			913.16
Purchased From Vendor GRAINGER INC Total:			913.16

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Vendor Name	Description (Item)	Payable Date	Amount
Purchased From Vendor: HAMM INC			
Fund: 110 - Road Use Tax Fund			
HAMM INC	ROAD STONE	07/24/2025	612.56
HAMM INC	ROAD STONE	07/24/2025	878.27
Fund 110 - Road Use Tax Fund Total:			1,490.83
Purchased From Vendor HAMM INC Total:			1,490.83
Purchased From Vendor: HAUS ROOFING & CONST SRVS			
Fund: 680 - Wellness Campus Fund			
HAUS ROOFING & CONST SRVS	IWC ROOF REPAIR	08/01/2025	900.00
Fund 680 - Wellness Campus Fund Total:			900.00
Purchased From Vendor HAUS ROOFING & CONST SRVS Total:			900.00
Purchased From Vendor: HOFFMAN, KAYCEE			
Fund: 042 - Park and Rec Admin			
HOFFMAN, KAYCEE	REIMBURSE RENTAL DAMAGE DEPOSIT	07/29/2025	25.00
Fund 042 - Park and Rec Admin Total:			25.00
Purchased From Vendor HOFFMAN, KAYCEE Total:			25.00
Purchased From Vendor: HR GREEN INC			
Fund: 650 - Stormwater Utility Fund			
HR GREEN INC	STORM WATER ENGINEERING	08/01/2025	3,823.75
Fund 650 - Stormwater Utility Fund Total:			3,823.75
Fund: 710 - Sewer Capital Projects Fund			
HR GREEN INC	SOUTH C ST SEWER IMPROVEMENT	08/01/2025	6,748.25
HR GREEN INC	IOWA AVE SEWER IMPROVEMENT	08/01/2025	19,011.25
HR GREEN INC	ENGINEERING	08/01/2025	12,540.50
Fund 710 - Sewer Capital Projects Fund Total:			38,300.00
Purchased From Vendor HR GREEN INC Total:			42,123.75
Purchased From Vendor: IMU - UTILITIES			
Fund: 001 - General			
IMU - UTILITIES	TELEPHONE SERVICES	08/01/2025	516.32
IMU - UTILITIES	FIBER	08/01/2025	569.00
IMU - UTILITIES	STREELIGHTS	08/01/2025	10,910.34
IMU - UTILITIES	CH UTILITIES	08/01/2025	6,849.79
IMU - UTILITIES	BUXTON OFFICE UTILITIES	08/01/2025	421.10
Fund 001 - General Total:			19,266.55
Fund: 015 - Fire			
IMU - UTILITIES	410 N JEFFERSON UTILITIES	08/01/2025	305.75
IMU - UTILITIES	206 N 1ST UTILITIES	08/01/2025	50.20
IMU - UTILITIES	UTILITIES	08/01/2025	26.71
Fund 015 - Fire Total:			382.66
Fund: 042 - Park and Rec Admin			
IMU - UTILITIES	PICKARD YOUTH - UTILITIES	08/01/2025	223.36
IMU - UTILITIES	BUXTON - UTILITIES	08/01/2025	741.74
IMU - UTILITIES	MCVAY TRAILHEAD - UTILITIES	08/01/2025	73.65
IMU - UTILITIES	BARKER - UTILITIES	08/01/2025	45.79
IMU - UTILITIES	IMU UTILITIES - ACTIVITY CENTER	08/01/2025	1,040.11
IMU - UTILITIES	CAMPGROUND - UTILITIES	08/01/2025	755.24
IMU - UTILITIES	DOWNEY (DOG) - UTILITIES	08/01/2025	67.52
IMU - UTILITIES	MOATS - UTILITIES	08/01/2025	83.41
IMU - UTILITIES	65/69 IRRIGATION - UTILITIES	08/01/2025	144.67
IMU - UTILITIES	MCCORD - UTILITIES	08/01/2025	74.23
IMU - UTILITIES	MEMORIAL PARK - UTILITIES	08/01/2025	87.88
IMU - UTILITIES	ADULT SOFTBALL FIELDS UTILITIES	08/01/2025	683.02

Expense Approval Report

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Vendor Name	Description (Item)	Payable Date	Amount
IMU - UTILITIES	SHOP - UTILITIES	08/01/2025	353.39
Fund: 045 - Pool			
IMU - UTILITIES	IMU UTILITIES - VMAC	08/01/2025	5,117.82
Fund: 110 - Road Use Tax Fund			
IMU - UTILITIES	706 N 6TH UTILITIES	08/01/2025	1,325.10
Fund: 340 - City Hall Bldg Project			
IMU - UTILITIES	FIBER - N HOWARD	08/01/2025	53.39
IMU - UTILITIES	114 N HOWARD UTILITIES	08/01/2025	734.38
IMU - UTILITIES	110 N HOWARD UTILITIES	08/01/2025	192.32
Fund: 610 - Sewer Fund			
IMU - UTILITIES	LIFT STATION ELECTRIC	08/01/2025	7,546.36
IMU - UTILITIES	WRRF FIBER	08/01/2025	1,637.97
Fund: 680 - Wellness Campus Fund			
IMU - UTILITIES	IWC - UTILITIES	08/01/2025	16,535.89
Purchased From Vendor: INDIANOLA MUNICIPAL UTILITIES			
Fund: 001 - General			
INDIANOLA MUNICIPAL UTILIT...	BUXTON TRASH, RECYCLING, GAS	08/01/2025	129.92
Fund: 610 - Sewer Fund			
INDIANOLA MUNICIPAL UTILIT...	SEWER UTILITY SERVICES	08/01/2025	13,836.67
INDIANOLA MUNICIPAL UTILIT...	SEWER CREDIT CARD PROCESSING FEES	08/06/2025	5,324.62
Fund: 650 - Stormwater Utility Fund			
INDIANOLA MUNICIPAL UTILIT...	STORM WATER UTILITY SERVICES	08/01/2025	4,348.67
INDIANOLA MUNICIPAL UTILIT...	SWU CREDIT CARD PROCESSING FEES	08/06/2025	302.54
Fund: 670 - Recycling Fund			
INDIANOLA MUNICIPAL UTILIT...	RECYCLING UTILITY SERVICES	08/01/2025	1,581.33
INDIANOLA MUNICIPAL UTILIT...	RECYCLING CREDIT CARD PROCESSING FEES	08/06/2025	423.55
Purchased From Vendor: IOWA DEPT OF NATURAL RESOURCES			
Fund: 610 - Sewer Fund			
IOWA DEPT OF NATURAL RES...	NPDES ANNUAL PERMIT 2025	07/25/2025	1,275.00
Purchased From Vendor: IOWA WATER MANAGEMENT CO.			
Fund: 001 - General			
IOWA WATER MANAGEMENT...	WTR MGMT MUNICIPAL	08/01/2025	162.48

Expense Approval Report

Post Dates: 8/18/2025 - 8/18/2025

Vendor Name	Description (Item)	Payable Date	Amount
Fund: 041 - Library			
IOWA WATER MANAGEMENT...	WTR MGMT LIBRARY	08/01/2025	46.98
Fund 041 - Library Total:			46.98
Purchased From Vendor IOWA WATER MANAGEMENT CO. Total:			209.46
Purchased From Vendor: IOWA-DES MOINES SUPPLY INC.			
Fund: 680 - Wellness Campus Fund			
IOWA-DES MOINES SUPPLY IN...	MATERIALS/MAINTENANCE MEMBERSHIP	08/09/2025	1,005.06
Fund 680 - Wellness Campus Fund Total:			1,005.06
Purchased From Vendor IOWA-DES MOINES SUPPLY INC. Total:			1,005.06
Purchased From Vendor: IP PATHWAYS			
Fund: 001 - General			
IP PATHWAYS	VEEAM CLOUD	07/31/2025	343.48
Fund 001 - General Total:			343.48
Purchased From Vendor IP PATHWAYS Total:			343.48
Purchased From Vendor: JUSTIN CHEW			
Fund: 001 - General			
JUSTIN CHEW	IWC WATER HEATER	08/06/2025	6,580.00
Fund 001 - General Total:			6,580.00
Purchased From Vendor JUSTIN CHEW Total:			6,580.00
Purchased From Vendor: JV TRUCKING LLC			
Fund: 042 - Park and Rec Admin			
JV TRUCKING LLC	BASEBALL DIAMOND LIME	07/28/2025	753.78
Fund 042 - Park and Rec Admin Total:			753.78
Purchased From Vendor JV TRUCKING LLC Total:			753.78
Purchased From Vendor: KEYSTONE LABORATORIES INC			
Fund: 610 - Sewer Fund			
KEYSTONE LABORATORIES INC	KEYSTONE LAB	06/30/2025	2,220.00
KEYSTONE LABORATORIES INC	KEYSTONE LAB	07/31/2025	2,925.00
Fund 610 - Sewer Fund Total:			5,145.00
Purchased From Vendor KEYSTONE LABORATORIES INC Total:			5,145.00
Purchased From Vendor: KIEFER AQUATICS			
Fund: 045 - Pool			
KIEFER AQUATICS	RESCUE TUBE - VMAC	07/31/2025	544.66
Fund 045 - Pool Total:			544.66
Purchased From Vendor KIEFER AQUATICS Total:			544.66
Purchased From Vendor: LOGAN CONTRACTORS SUPPLY INC.			
Fund: 110 - Road Use Tax Fund			
LOGAN CONTRACTORS SUPPLY..	SDS MAX BIT	08/05/2025	331.26
Fund 110 - Road Use Tax Fund Total:			331.26
Purchased From Vendor LOGAN CONTRACTORS SUPPLY INC. Total:			331.26
Purchased From Vendor: MACQUEEN EQUIPMENT LLC			
Fund: 015 - Fire			
MACQUEEN EQUIPMENT LLC	ID SHIELDS FOR FIRE HELMETS	07/25/2025	430.00
Fund 015 - Fire Total:			430.00
Fund: 110 - Road Use Tax Fund			
MACQUEEN EQUIPMENT LLC	REPAIRS	07/25/2025	8,125.21
Fund 110 - Road Use Tax Fund Total:			8,125.21
Purchased From Vendor MACQUEEN EQUIPMENT LLC Total:			8,555.21

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Vendor Name	Description (Item)	Payable Date	Amount
Purchased From Vendor: MASTER MEDICAL EQUIPMENT			
Fund: 016 - Ambulance			
MASTER MEDICAL EQUIPMENT	SUCTION UNIT FOR AMBULANCE	07/24/2025	755.00
Fund 016 - Ambulance Total:			755.00
Purchased From Vendor MASTER MEDICAL EQUIPMENT Total:			755.00
Purchased From Vendor: MATHESON TRI-GAS INC			
Fund: 016 - Ambulance			
MATHESON TRI-GAS INC	MEDICAL OXYGEN SUPPLY	07/29/2025	81.21
Fund 016 - Ambulance Total:			81.21
Purchased From Vendor MATHESON TRI-GAS INC Total:			81.21
Purchased From Vendor: MEDPRO DISPOSAL LLC			
Fund: 016 - Ambulance			
MEDPRO DISPOSAL LLC	MEDICAL WASTE DISPOSAL	08/01/2025	310.01
Fund 016 - Ambulance Total:			310.01
Purchased From Vendor MEDPRO DISPOSAL LLC Total:			310.01
Purchased From Vendor: MERCYONE CLIVE PHARMACY			
Fund: 016 - Ambulance			
MERCYONE CLIVE PHARMACY	EMS MEDICATION SUPPLY	08/01/2025	268.82
Fund 016 - Ambulance Total:			268.82
Purchased From Vendor MERCYONE CLIVE PHARMACY Total:			268.82
Purchased From Vendor: MID AMERICAN ENERGY CO.			
Fund: 015 - Fire			
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST	07/18/2025	14.54
Fund 015 - Fire Total:			14.54
Purchased From Vendor MID AMERICAN ENERGY CO. Total:			14.54
Purchased From Vendor: MILLER ELECTRICAL SERVICES			
Fund: 680 - Wellness Campus Fund			
MILLER ELECTRICAL SERVICES	REPAIR LIGHTING LOWE...	08/11/2025	1,700.00
Fund 680 - Wellness Campus Fund Total:			1,700.00
Purchased From Vendor MILLER ELECTRICAL SERVICES Total:			1,700.00
Purchased From Vendor: MUNICIPAL PIPE TOOL CO.			
Fund: 610 - Sewer Fund			
MUNICIPAL PIPE TOOL CO.	LEADER HOSE	08/07/2025	101.89
Fund 610 - Sewer Fund Total:			101.89
Purchased From Vendor MUNICIPAL PIPE TOOL CO. Total:			101.89
Purchased From Vendor: MURPHY TRACTOR & EQUIPMENT			
Fund: 610 - Sewer Fund			
POWERPLAN	REPAIR PARTS - JOHN DEERE 544 G	07/28/2025	176.43
Fund 610 - Sewer Fund Total:			176.43
Purchased From Vendor MURPHY TRACTOR & EQUIPMENT Total:			176.43
Purchased From Vendor: MUTUAL OF OMAHA			
Fund: 001 - General			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - EE LIABILITY	07/07/2025	1,486.04
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - COMM DEV	07/07/2025	305.80
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - CITY MANAGER	07/07/2025	94.00
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - FINANCE/CLERK	07/07/2025	238.30
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - IT	07/07/2025	412.18
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - HR	07/07/2025	173.61

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Vendor Name	Description (Item)	Payable Date	Amount
MUTUAL OF OMAHA	DENTAL INSURANCE - EE LIABILITY	07/23/2025	1,530.11
MUTUAL OF OMAHA	DENTAL INSURANCE - COMM DEV	07/23/2025	245.98
MUTUAL OF OMAHA	DENTAL INSURANCE - CITY MANAGER	07/23/2025	23.86
MUTUAL OF OMAHA	DENTAL INSURANCE - FINANCE/CLERK	07/23/2025	188.19
MUTUAL OF OMAHA	DENTAL INSURANCE - IT	07/23/2025	212.05
MUTUAL OF OMAHA	DENTAL INSURANCE - HR	07/23/2025	198.26
Fund 001 - General Total:			5,108.38
Fund: 011 - Police			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - POLICE	07/07/2025	1,991.34
MUTUAL OF OMAHA	DENTAL INSURANCE - POLICE	07/23/2025	1,411.79
Fund 011 - Police Total:			3,403.13
Fund: 015 - Fire			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - FIRE	07/07/2025	228.72
MUTUAL OF OMAHA	DENTAL INSURANCE - FIRE	07/23/2025	138.79
Fund 015 - Fire Total:			367.51
Fund: 016 - Ambulance			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - AMBULANCE	07/07/2025	1,296.11
MUTUAL OF OMAHA	DENTAL INSURANCE - AMBULANCE	07/23/2025	786.47
Fund 016 - Ambulance Total:			2,082.58
Fund: 041 - Library			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - LIBRARY	07/07/2025	380.89
MUTUAL OF OMAHA	DENTAL INSURANCE - LIBRARY	07/23/2025	242.79
Fund 041 - Library Total:			623.68
Fund: 042 - Park and Rec Admin			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - P&R	07/07/2025	305.85
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - PARKS	07/07/2025	279.34
MUTUAL OF OMAHA	DENTAL INSURANCE - P&R	07/23/2025	245.98
MUTUAL OF OMAHA	DENTAL INSURANCE - PARKS	07/23/2025	143.66
Fund 042 - Park and Rec Admin Total:			974.83
Fund: 110 - Road Use Tax Fund			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - STREETS	07/07/2025	649.97
MUTUAL OF OMAHA	DENTAL INSURANCE - STREETS	07/23/2025	653.10
Fund 110 - Road Use Tax Fund Total:			1,303.07
Fund: 610 - Sewer Fund			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - SEWER	07/07/2025	479.22
MUTUAL OF OMAHA	DENTAL INSURANCE - SEWER	07/23/2025	584.71
Fund 610 - Sewer Fund Total:			1,063.93
Fund: 680 - Wellness Campus Fund			
MUTUAL OF OMAHA	LIFE INSURANCE/ADD/LTD/STD - IWC	07/07/2025	154.22
MUTUAL OF OMAHA	DENTAL INSURANCE - IWC	07/23/2025	56.92
Fund 680 - Wellness Campus Fund Total:			211.14
Purchased From Vendor - MUTUAL OF OMAHA Total:			15,138.25

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Vendor Name	Description (Item)	Payable Date	Amount
Purchased From Vendor: NATIONWIDE OFFICE CLEANERS LLC			
Fund: 680 - Wellness Campus Fund			
NATIONWIDE OFFICE CLEANERS LLC	JUNE OFFICE CLEANING	06/15/2025	5,776.61
Fund 680 - Wellness Campus Fund Total:			5,776.61
Purchased From Vendor NATIONWIDE OFFICE CLEANERS LLC Total:			5,776.61
Purchased From Vendor: NORWALK READY-MIXED CONCRETE INC			
Fund: 110 - Road Use Tax Fund			
NORWALK READY-MIXED CONCRETE INC	REPAIR 1500 E BOSTON	07/22/2025	1,858.50
NORWALK READY-MIXED CONCRETE INC	REPAIR N 15TH ST & E BOSTON	07/23/2025	1,795.50
NORWALK READY-MIXED CONCRETE INC	REPAIR 109 W 8TH ST	07/28/2025	1,416.00
NORWALK READY-MIXED CONCRETE INC	REPAIR 109 W 8TH ST	07/29/2025	1,150.50
NORWALK READY-MIXED CONCRETE INC	REPAIR 109 W 8TH ST	07/30/2025	2,301.00
NORWALK READY-MIXED CONCRETE INC	REPAIR 105 W 8TH ST	07/31/2025	748.00
Fund 110 - Road Use Tax Fund Total:			9,269.50
Purchased From Vendor NORWALK READY-MIXED CONCRETE INC Total:			9,269.50
Purchased From Vendor: O'REILLY AUTO PARTS			
Fund: 042 - Park and Rec Admin			
O'REILLY AUTO PARTS	PWR RTD BELT	07/30/2002	36.32
O'REILLY AUTO PARTS	OWR RTD BELT	08/04/2025	36.32
O'REILLY AUTO PARTS	HD AIR FILTERS	08/07/2025	42.14
Fund 042 - Park and Rec Admin Total:			114.78
Fund: 110 - Road Use Tax Fund			
O'REILLY AUTO PARTS	OIL FILTERS & OIL	08/05/2025	114.84
Fund 110 - Road Use Tax Fund Total:			114.84
Purchased From Vendor O'REILLY AUTO PARTS Total:			229.62
Purchased From Vendor: OVERHEAD DOOR COMPANY			
Fund: 015 - Fire			
OVERHEAD DOOR COMPANY	DOOR REPAIR	08/07/2025	642.28
Fund 015 - Fire Total:			642.28
Purchased From Vendor OVERHEAD DOOR COMPANY Total:			642.28
Purchased From Vendor: PIERCE BROTHERS REPAIR			
Fund: 015 - Fire			
PIERCE BROTHERS REPAIR	BUILD LID FOR PIT BOX	07/30/2025	408.00
Fund 015 - Fire Total:			408.00
Purchased From Vendor PIERCE BROTHERS REPAIR Total:			408.00
Purchased From Vendor: PROTECT YOUTH SPORTS			
Fund: 042 - Park and Rec Admin			
PROTECT YOUTH SPORTS	BACKGROUND CHECK	03/01/2025	9.90
PROTECT YOUTH SPORTS	BACKGROUND CHECKS	03/31/2025	217.90
PROTECT YOUTH SPORTS	BACKGROUND CHECKS	04/30/2025	69.30
PROTECT YOUTH SPORTS	COACHES BACKGROUND CHECKS	07/31/2025	223.00
Fund 042 - Park and Rec Admin Total:			520.10
Fund: 045 - Pool			
PROTECT YOUTH SPORTS	POOL BACKGROUND CHECKS	03/31/2025	69.30
Fund 045 - Pool Total:			69.30
Purchased From Vendor PROTECT YOUTH SPORTS Total:			589.40
Purchased From Vendor: RT'S LAWN & LANDSCAPE LLC			
Fund: 001 - General			
RT'S LAWN & LANDSCAPE LLC	MOWING/LANDFILL FEES- 1111 E IOWA-ABATEMENT	08/04/2025	710.00
RT'S LAWN & LANDSCAPE LLC	MOWING - PARCEL #48870190655 - ABATEMENT	08/07/2025	385.00

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Vendor Name	Description (Item)	Payable Date	Amount
RT'S LAWN & LANDSCAPE LLC	BRUSH TRIMMING - 206 N F ST - ABATEMENT	08/07/2025	165.00
Fund 001 - General Total:			1,260.00
Purchased From Vendor RT'S LAWN & LANDSCAPE LLC Total:			1,260.00
Purchased From Vendor: STERNQUIST CONST. INC.			
Fund: 321 - Street Capital Projects Fund			
STERNQUIST CONST. INC.	PAY APP #3 W CLINTON RECONSTRUCTION	07/31/2025	52,804.23
Fund 321 - Street Capital Projects Fund Total:			52,804.23
Purchased From Vendor STERNQUIST CONST. INC. Total:			52,804.23
Purchased From Vendor: SUNDOWN EQUIPMENT			
Fund: 042 - Park and Rec Admin			
CAPITAL CITY EQUIPMENT	REPAIR MOWER	07/31/2025	2,475.25
Fund 042 - Park and Rec Admin Total:			2,475.25
Purchased From Vendor SUNDOWN EQUIPMENT Total:			2,475.25
Purchased From Vendor: T.R.M. DISPOSAL LLC			
Fund: 680 - Wellness Campus Fund			
T.R.M. DISPOSAL LLC	TRASH REMOVAL	07/24/2025	124.00
Fund 680 - Wellness Campus Fund Total:			124.00
Purchased From Vendor T.R.M. DISPOSAL LLC Total:			124.00
Purchased From Vendor: TERLOP, RACHEL			
Fund: 001 - General			
TERLOP, RACHEL	ICE & WATER FOR ART FESTIVAL	07/27/2025	88.63
Fund 001 - General Total:			88.63
Purchased From Vendor TERLOP, RACHEL Total:			88.63
Purchased From Vendor: TEXTCASTER			
Fund: 042 - Park and Rec Admin			
TEXTCASTER	TEXTING SERVICE	08/01/2025	289.71
Fund 042 - Park and Rec Admin Total:			289.71
Purchased From Vendor TEXTCASTER Total:			289.71
Purchased From Vendor: THEISEN'S			
Fund: 042 - Park and Rec Admin			
JOHN DEERE FINANCIAL	HIGH FLOW PUMP, DISPOSABLE GLOVES	08/05/2025	253.97
JOHN DEERE FINANCIAL	ROTELLA OIL; BAR & CHAIN OIL	08/07/2025	111.90
JOHN DEERE FINANCIAL	TISSUES	08/07/2025	6.99
Fund 042 - Park and Rec Admin Total:			372.86
Fund: 610 - Sewer Fund			
JOHN DEERE FINANCIAL	BULK MIDWEST	07/30/2025	3.58
JOHN DEERE FINANCIAL	BUNGEE STRAP	07/31/2025	11.35
JOHN DEERE FINANCIAL	U-BOLT	08/06/2025	12.58
JOHN DEERE FINANCIAL	TIRE REPAIR INSERT	08/06/2025	5.99
JOHN DEERE FINANCIAL	BRASS INSERT, BALL VALVE	08/08/2025	18.17
Fund 610 - Sewer Fund Total:			51.67
Purchased From Vendor THEISEN'S Total:			424.53
Purchased From Vendor: TLACH, MARIAN			
Fund: 042 - Park and Rec Admin			
TLACH, MARIAN	REFUND - BUXTON ROOM ALCOHOL DEPOSIT	08/04/2025	400.00
Fund 042 - Park and Rec Admin Total:			400.00
Purchased From Vendor TLACH, MARIAN Total:			400.00
Purchased From Vendor: TRANE			
Fund: 680 - Wellness Campus Fund			
TRANE	HIGH-FLOW VALVE	08/04/2025	43.36

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Vendor Name	Description (Item)	Payable Date	Amount
TRANE	REPAIR 3 HP'S	08/04/2025	1,395.00
TRANE	SWITCH, FLOAT, LOW LEVEL	08/05/2025	379.36
Fund 680 - Wellness Campus Fund Total:			1,817.72
Purchased From Vendor TRANE Total:			1,817.72

Purchased From Vendor: TRANSUNION RISK AND ALTERNATIVE

Fund: 011 - Police			
TRANSUNION RISK AND ALTE...	TRANSUNION CONTRACT	08/01/2025	100.00
Fund 011 - Police Total:			100.00
Purchased From Vendor TRANSUNION RISK AND ALTERNATIVE Total:			100.00

Purchased From Vendor: TYLER TECHNOLOGIES INC

Fund: 001 - General			
TYLER TECHNOLOGIES INC	ANNUAL LICENSING/SUPPORT	07/30/2025	2,900.00
TYLER TECHNOLOGIES INC	ANNUAL LICENSING/SUPPORT	07/31/2025	435.00
TYLER TECHNOLOGIES INC	ACCTS RECEIVABLE DATA CONVERSION	07/31/2025	2,500.00
Fund 001 - General Total:			5,835.00
Purchased From Vendor TYLER TECHNOLOGIES INC Total:			5,835.00

Purchased From Vendor: USA BLUE BOOK

Fund: 610 - Sewer Fund			
USA BLUE BOOK	PVC TUBING	08/08/2025	592.89
Fund 610 - Sewer Fund Total:			592.89
Purchased From Vendor USA BLUE BOOK Total:			592.89

Purchased From Vendor: VAN WALL EQUIPMENT

Fund: 042 - Park and Rec Admin			
JOHN DEERE FINANCIAL	GATOR KEY	07/31/2025	19.00
Fund 042 - Park and Rec Admin Total:			19.00
Purchased From Vendor VAN WALL EQUIPMENT Total:			19.00

Purchased From Vendor: VANNONI, STACEY

Fund: 001 - General			
VANNONI, STACEY	MAY, JUNE, JULY 2025	07/24/2025	75.00
Fund 001 - General Total:			75.00
Purchased From Vendor VANNONI, STACEY Total:			75.00

Purchased From Vendor: VERIZON WIRELESS

Fund: 610 - Sewer Fund			
VERIZON WIRELESS	VERIZON WRRF - LOCATE LAPTOP	07/26/2025	40.01
Fund 610 - Sewer Fund Total:			40.01
Purchased From Vendor VERIZON WIRELESS Total:			40.01

Purchased From Vendor: WARREN COUNTY ENGINEER

Fund: 011 - Police			
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION POLICE	08/04/2025	217.43
Fund 011 - Police Total:			217.43
Fund: 015 - Fire			
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	08/04/2025	509.04
Fund 015 - Fire Total:			509.04
Fund: 016 - Ambulance			
WARREN COUNTY ENGINEER	VEHICLE OPERATING SUPPLIES - AMBULANCE	08/04/2025	1,396.05
Fund 016 - Ambulance Total:			1,396.05
Fund: 042 - Park and Rec Admin			
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION PARKS	08/04/2025	642.78
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION REC CANS	08/04/2025	111.52
Fund 042 - Park and Rec Admin Total:			754.30

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Vendor Name	Description (Item)	Payable Date	Amount
Fund: 110 - Road Use Tax Fund			
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	08/04/2025	1,671.17
Fund 110 - Road Use Tax Fund Total:			1,671.17
Fund: 610 - Sewer Fund			
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION SEWER	08/04/2025	680.11
Fund 610 - Sewer Fund Total:			680.11
Purchased From Vendor WARREN COUNTY ENGINEER Total:			5,228.10
Purchased From Vendor: WASTE MANAGEMENT OF IOWA			
Fund: 110 - Road Use Tax Fund			
WASTE MANAGEMENT OF IO...	706 N 6TH DUMPSTER	08/05/2025	49.82
Fund 110 - Road Use Tax Fund Total:			49.82
Fund: 670 - Recycling Fund			
WASTE MANAGEMENT OF IO...	RECYCLING APARTMENTS	08/05/2025	2,382.66
WASTE MANAGEMENT OF IO...	1305 N 6TH ST RECYCLING	08/05/2025	76.18
Fund 670 - Recycling Fund Total:			2,458.84
Purchased From Vendor WASTE MANAGEMENT OF IOWA Total:			2,508.66
Purchased From Vendor: WESTSIDE MUFFLER & REPAIR			
Fund: 610 - Sewer Fund			
WESTSIDE MUFFLER & REPAIR	TIRE REPAIR	08/06/2025	22.67
Fund 610 - Sewer Fund Total:			22.67
Purchased From Vendor WESTSIDE MUFFLER & REPAIR Total:			22.67
Purchased From Vendor: WIEGERT DISPOSAL CO.			
Fund: 001 - General			
WIEGERT DISPOSAL CO.	KYBO AT BRUSH FACILITY	08/01/2025	65.00
Fund 001 - General Total:			65.00
Purchased From Vendor WIEGERT DISPOSAL CO. Total:			65.00
Purchased From Vendor: WOOSLEY LANDSCAPING & MOWING LLC			
Fund: 610 - Sewer Fund			
WOOSLEY LANDSCAPING & ...	MOWING	08/04/2025	2,850.00
Fund 610 - Sewer Fund Total:			2,850.00
Purchased From Vendor WOOSLEY LANDSCAPING & MOWING LLC Total:			2,850.00
Grand Total:			317,840.79

Report Summary

Fund Summary

Fund	Expense Amount
001 - General	56,544.36
011 - Police	7,823.93
015 - Fire	5,980.02
016 - Ambulance	13,523.26
041 - Library	697.98
042 - Park and Rec Admin	15,376.56
045 - Pool	8,714.19
110 - Road Use Tax Fund	23,951.90
321 - Street Capital Projects Fund	52,804.23
340 - City Hall Bldg Project	980.09
610 - Sewer Fund	50,327.72
650 - Stormwater Utility Fund	8,622.78
670 - Recycling Fund	4,463.72
680 - Wellness Campus Fund	29,720.87
710 - Sewer Capital Projects Fund	38,300.00
820 - Health Insurance Fund	9.18
Grand Total:	317,840.79

Account Summary

Account Number	Account Name	Expense Amount
001-0000-21206	LIFE INS PAYABLE	1,486.04
001-0000-21218	DENTAL INS PAYABLE	1,530.11
001-0000-21219	VISION INS PAYABLE	364.00
001-1700-61501	Dental Insurance	245.98
001-1700-61502	Vision Insurance	28.88
001-1700-61550	Life Insurance/ADD/LTD...	305.80
001-1700-64110	Legal Service Fees	1,904.54
001-1700-64111	Property Maintenance E...	1,260.00
001-2300-63710	Utilities	10,910.34
001-2900-64990	Misc Contractual	65.00
001-5100-64410	Public Arts Commission	88.63
001-5200-64110	Legal Service Fees	925.50
001-6150-61501	Dental Insurance	23.86
001-6150-61502	Vision Insurance	3.58
001-6150-61550	Life Insurance/ADD/LTD...	94.00
001-6200-61501	Dental Insurance	188.19
001-6200-61502	Vision Insurance	22.06
001-6200-61550	Life Insurance/ADD/LTD...	238.30
001-6210-61501	Dental Insurance	212.05
001-6210-61502	Vision Insurance	25.64
001-6210-61550	Life Insurance/ADD/LTD...	412.18
001-6210-63730	Telephone/Cellphone	516.32
001-6210-64190	Computer/Technology S...	569.00
001-6210-67244	Annual Licensing/Support	6,178.48
001-6250-61440	Wellness Program	75.00
001-6250-61501	Dental Insurance	198.26
001-6250-61502	Vision Insurance	21.72
001-6250-61550	Life Insurance/ADD/LTD...	173.61
001-6250-64110	Legal Service Fees	2,100.00
001-6500-63100	Repair/Maint	6,742.48
001-6500-63710	Utilities	7,400.81
001-6500-64110	Legal Service Fees	11,655.00
001-6500-65071	Materials/Supplies--Jani...	579.00
011-1100-61501	Dental Insurance	1,411.79
011-1100-61502	Vision Insurance	181.38
011-1100-61550	Life Insurance/ADD/LTD...	1,991.34
011-1100-64110	Legal Service Fees	840.00

Account Summary

Account Number	Account Name	Expense Amount
011-1100-64120	Medical/Physicals/Immu...	107.59
011-1100-64990	Misc Contractual	100.00
011-1100-65050	Vehicle Operating Suppli...	2,849.24
011-1100-65060	Office Supplies	68.68
011-1100-65070	Materials/Supplies	273.91
015-1500-61501	Dental Insurance	138.79
015-1500-61502	Vision Insurance	34.36
015-1500-61550	Life Insurance/ADD/LTD...	228.72
015-1500-61810	Uniforms/Clothing Allow...	110.99
015-1500-62300	Education/Training	60.64
015-1500-63100	Repair/Maint	1,050.28
015-1500-63710	Utilities	397.20
015-1500-64110	Legal Service Fees	3,020.00
015-1500-65050	Vehicle Operating Suppli...	509.04
015-1500-65500	Personal Protective Equi...	430.00
016-1600-61501	Dental Insurance	786.47
016-1600-61502	Vision Insurance	104.84
016-1600-61550	Life Insurance/ADD/LTD...	1,296.11
016-1600-64500	Financial Management S...	8,524.75
016-1600-64990	Misc Contractual	310.01
016-1600-65050	Vehicle Operating Suppli...	1,396.05
016-1600-65070	Materials/Supplies	350.03
016-1600-67246	Specialized Equip - Ambu...	755.00
041-4100-61501	Dental Insurance	242.79
041-4100-61502	Vision Insurance	27.32
041-4100-61550	Life Insurance/ADD/LTD...	380.89
041-4100-63100	Repair/Maint	46.98
042-4200-61501	Dental Insurance	245.98
042-4200-61502	Vision Insurance	18.02
042-4200-61550	Life Insurance/ADD/LTD...	305.85
042-4200-63100	Repair/Maint	319.00
042-4200-63710	Utilities	1,946.49
042-4200-64190	Computer/Technology S...	289.71
042-4200-64990	Misc Contractual	520.10
042-4200-65070	Materials/Supplies	576.00
042-4200-65072	Materials/Supplies-Main...	3,603.78
042-4200-66990	Refund/Reimbursement	445.00
042-4300-61501	Dental Insurance	143.66
042-4300-61502	Vision Insurance	20.04
042-4300-61550	Life Insurance/ADD/LTD...	279.34
042-4300-63320	Repair/Maint--Vehicle	3,161.83
042-4300-63710	Utilities	2,427.52
042-4300-65050	Vehicle Operating Suppli...	780.30
042-4300-65070	Materials/Supplies	293.94
045-4500-62300	Education/Training	57.97
045-4500-63710	Utilities	5,117.82
045-4500-64990	Misc Contractual	69.30
045-4500-65011	Chlorine	2,039.20
045-4500-65070	Materials/Supplies	1,429.90
110-2100-61501	Dental Insurance	653.10
110-2100-61502	Vision Insurance	74.68
110-2100-61550	Life Insurance/ADD/LTD...	649.97
110-2100-63100	Repair/Maint	8,125.21
110-2100-63320	Repair/Maint--Vehicle	114.84
110-2100-63450	Repair/Maint--Streets	9,269.50
110-2100-63710	Utilities	1,374.92
110-2100-65050	Vehicle Operating Suppli...	1,671.17
110-2100-65060	Office Supplies	117.67

Account Summary

Account Number	Account Name	Expense Amount
110-2100-65070	Materials/Supplies	1,490.83
110-2100-65990	Miscellaneous	410.01
321-2100-67900	Capital Project Expense	52,804.23
340-7500-63100	Repair/Maint	53.39
340-7500-63710	Utilities	926.70
610-8300-61501	Dental Insurance	584.71
610-8300-61502	Vision Insurance	65.50
610-8300-61550	Life Insurance/ADD/LTD...	479.22
610-8300-63320	Repair/Maint--Vehicle	22.67
610-8300-63730	Telephone/Cellphone	40.01
610-8300-64905	Professional Services US	13,836.67
610-8300-64990	Misc Contractual	6,599.62
610-8300-65050	Vehicle Operating Suppli...	680.11
610-8300-65051	Equipment/Vehicle Parts	176.43
610-8300-65500	Personal Protective Equi...	222.90
610-8325-63410	Repair/Maint--Equipment	6,773.58
610-8325-63710	Utilities	7,546.36
610-8325-65070	Materials/Supplies	113.24
610-8350-63100	Repair/Maint	2,158.54
610-8350-63710	Utilities	1,637.97
610-8350-64990	Misc Contractual	8,370.24
610-8350-65012	Lab Supplies/Reagents	592.89
610-8350-65070	Materials/Supplies	66.62
610-8350-65072	Materials/Supplies-Main...	360.44
650-9000-64070	Engineering	3,823.75
650-9000-64905	Professional Services US	4,348.67
650-9000-64990	Misc Contractual	302.54
650-9000-65070	Materials/Supplies	147.82
670-8400-64701	Recycling--Apartments	2,458.84
670-8400-64905	Professional Services US	1,581.33
670-8400-64990	Misc Contractual	423.55
680-8700-61501	Dental Insurance	56.92
680-8700-61502	Vision Insurance	7.02
680-8700-61550	Life Insurance/ADD/LTD...	154.22
680-8700-63100	Repair/Maint	5,105.53
680-8700-63710	Utilities	17,540.94
680-8700-64090	Janitorial Services	5,776.61
680-8700-65070	Materials/Supplies	74.57
680-8700-65074	Materials/Supplies--Me...	1,005.06
710-8300-64070	Engineering	19,288.75
710-8300-67501	Sewer Mains	19,011.25
820-9302-64080	Insurance	9.18
Grand Total:		317,840.79

Project Account Summary

Project Account Key	Expense Amount
None	317,840.79
Grand Total:	317,840.79



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Approval of Minutes of the prior meetings

Introduction: In the packet are the minutes from the August 4, 2025 City Council meeting.

Recommendation: Staff recommends approval of the minutes as written.

Attachments: 1. 20250804 CC Minutes



CITY OF INDIANOLA COUNCIL MEETING

August 4, 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 August 4, 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, Mellisa Sones, Bob Lane. Absent: Christina Beach.

Public Comment

Mike May, 1216 E Franklin Ave. spoke on animal control in the city. Adam Hill, 11028 165th Ave.; Roger Woodruff, 8504 165th Ave.; Doug Onstot, 17658 Illinois St. Ackworth; spoke in favor of removing the Hillcrest pedestrian crossing.

Consent Agenda

Items pulled off the consent agenda were the consideration of the approval of a liquor license renewal for Groggy Dog; consideration of the approval of a device retailer permit for SKF Inc., doing business as I Towner Stop.

Council Member Dalby moved to approve the Consent Agenda. Rabe seconded it. On roll call, the vote was AYES: Lane, Sones, Armstrong, Dalby, Rabe. 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 prior meetings
- Consideration of the approval of an ownership change for Sodexo Management Inc. doing business as Simpson College liquor license.
- Consideration of the approval of a new liquor license for Kwik Trip Inc., doing business as Kwik Star #1742, pending staff approval.
- Resolution 2025-134 authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatements against properties.
- Resolution 2025-135 appointing the City of Indianola representation to the Des Moines Area Metropolitan Planning Organization.
- Resolution 2025-136 suspending the requirements of Chapter 400 as it pertains to the Civil Service Commission certifying a list of names eligible for appointment to a civil service position.
- Resolution 2025-137 authorizing purchase of in-car camera systems for the Indianola Police Department using funds from the Prairie Meadows Community Betterment grant.
- Resolution 2025-138 approving Final Payment Number 9, Change Order Number 6,

Final Acceptance, and Retainage Release for Indianola Industrial Park Plat 3 Improvements.

- Resolution 2025-139 approving an amendment to an agreement with Snyder & Associates for the East Hillcrest Avenue Reconstruction Project.
- Resolution 2025-140 approving salaries.

Council Member Lane moved to approve the liquor license renewal for Groggy Dog, pending staff approval. Rabe seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to approve the device retailer permit for I-Towner Stop. Rabe seconded it. On roll call, the vote was AYES: Armstrong, Lane, Rabe, Dalby. NAYS: Sones. Whereas the Mayor declared the motion carried.

Mayor's Report

Mayor Richardson invited the public to attend the truck route meeting. The Mayor commented on recent successful events in Indianola.

Council Member Lane moved to approve the appointment of Paul Craven to the Indianola Board of Trustees for a term beginning immediately and ending July 1, 2031. Sones seconded it. On roll call, the vote was AYES: Rabe, Dalby, Armstrong, Sones, Lane. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The Mayor administered the oath of office.

Old Business

Public Works Director Akhilesh Pal and Dave Moeller, Snyder & Associates, presented cost options for the Hillcrest pedestrian median. Doug Onstot, 17658 Illinois St. Ackworth, and Adam Hill, 11028 165th Ave., spoke in favor of removing the pedestrian median. Council directed staff to pursue the no-cost interim curb grinding solution before harvest season if scheduling allows and bring back the item in November.

City Manager Jacob Meshke updated Council on an animal control contract with the Animal Rescue League of Iowa (ARL).

Council Member Dalby moved to approve a resolution terminating contract with Kiya Koda regarding animal control in the City of Indianola. Rabe seconded it. On roll call, the vote was AYES: Lane, Rabe, Dalby. NAYS: Armstrong, Sones. Whereas the Mayor declared the motion failed.

New Business

Council Member Rabe moved to approve Resolution 2025-142 approving the site plan for Pickard Commerce Park Plat 1, Lots 4 and 5 (404 South 21st Street). Sones seconded it. On roll call, the vote was AYES: Dalby, Armstrong, Sones, Lane, Rabe. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Other Business

City Manager Jacob Meshke reported on the hiring of new positions, department updates and upcoming community events.

Council Member Rabe moved to enter into closed session at 7:57 PM in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government and Lane seconded it. On roll call, the vote was AYES: Dalby, Armstrong, Sones, Lane, Rabe. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Sones moved to exit closed session at 8:02 PM. Lane seconded it. On roll call, the vote was AYES: Lane, Rabe, Dalby, Armstrong, 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 Sones and seconded by Lane. 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: Akhilesh Pal, Public Works Director

Date: August 18, 2025

Subject: Consideration of the approval of Payment Application Number 3 in the amount of \$52,804.23 to Sternquist Construction for the West Clinton Avenue Reconstruction Project.

Introduction: Approval is requested for Payment Application Number 3 in the amount of \$52,804.23 to Sternquist Construction for work completed in July 2025 on the West Clinton Avenue Reconstruction Project.

Background: The City Council awarded the construction contract to Sternquist Construction on September 16, 2024, for \$372,997.55, with a \$19,000 contingency for unforeseen conditions. Construction began May 19, 2025, with a closure on West Clinton Avenue, between North Buxton Street and North Howard Street. The contract allows 60 working days for completion.

Discussion: This pay period covered completion of the water main, relocation of water services, installation of storm sewer, subgrade preparation, and placement of modified subbase in preparation of paving. At the end of this pay period, 27 of the 60 working days (45%) had been used. Work is progressing according to schedule.

Budget Impact: Project funding is available in Fund 321 – Street Capital Projects Fund. Indianola Municipal Utilities will reimburse their share of the water main improvements. Costs remain within the approved budget, and the contingency remains available for unforeseen needs.

Recommendation: Staff, with Snyder & Associates, recommends approval of Payment Application Number 3 in the amount of \$52,804.23 to Sternquist Construction. This will ensure continued progress toward completion of this infrastructure project.

Attachments:

1. PartialPaymentApp03_Letter_WestClintonAve
2. PartialPaymentApp03_WestClintonAve_Signed

August 4, 2025

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

RE: Application for Partial Payment No. 3
West Clinton Avenue Reconstruction

Dear Mr. Pal:

Enclosed please find Application for Partial Payment No. 3 in the amount of \$52,804.23 for work completed in July 2025.

Work for this pay period included finishing the water main construction, water service relocation, and storm sewer construction. The Contractor also performed subgrade preparation and installed modified subbase in anticipation for roadway paving.

Approximately 56.5% of construction is complete when comparing the earned value, the dollar amount of work completed, to the total contract amount.

The contract included 60 working days to complete the project. At the end of the pay period, 27 working days, or 45% of the contract working days, had been used.

Snyder recommends approval for Application for Partial Payment No. 3 for work completed by Sternquist Construction for the July 2025 pay period.

These values are summarized as follows:

Payment and Completion Summary for July 2025	
Item	Amount
Partial Payment Application No. 1	\$51,488.73
Partial Payment Application No. 2	\$95,868.57
Partial Payment Application No. 3	\$52,804.23
Total of All Payments	\$200,161.53
Total Earned	\$210,696.35
5% Retainage	\$10,534.82
Total Contract Price	\$372,997.55
Percent Complete	41.6%

Akhilesh Pal, PE
City of Indianola
August 4, 2025
Page 2 of 2

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

Respectfully,

SNYDER & ASSOCIATES, INC.



Travis Warnke, P.E.
Project Manager

Enclosure

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: West Clinton Avenue Reconstruction

S&A PROJECT NO.:

125.0113

OWNER: City Of Indianola
CONTRACTOR: Sternquist Construction
ADDRESS: 1110 N 14th St
Indianola, IA 50125
DATE: 8/18/2025

PAYMENT PERIOD: 7/1/2025
to 7/31/2025

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 372,997.55
Net Change by Change Order: \$ -
Contract Amount to Date: \$ 372,997.55

CONTRACT PERIOD: TOTAL WORKING DAYS:

Notice to Proceed: January 17, 2025
Original Contract Working Days: 60.0
Subtracted or Added Working Days: 0.0
Contract Working Days: 60.0
Number of Working Days Used: 27.0
Working Days Remaining: 33.0
Percentage of Workind Days Remaining: 55.0%
Percentage of Construction Remaining: 43.5%

2. WORK SUMMARY:

Total Work Performed to Date: \$ 210,696.35
Retainage: 5% \$10,534.82
Total Earned Less Retainage: \$200,161.53
Less Previous Applications for Payment: \$147,357.30
AMOUNT DUE THIS APPLICATION: \$52,804.23

Est 1 \$51,488.73
Est 2 \$95,868.57
Est 3 -
Total Previous Payments: \$147,357.30

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Sternquist Construction

CONTRACTOR

By Brad Freeman DATE: 8/4/25

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By T. Snyder DATE: 08/04/2025

5. OWNER'S APPROVAL

OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK TO DATE					
		PLAN QTY.	UNIT	UNIT COST	TOTAL	DIV 1	QTY.		CO #	COST TOTAL	
							DIV 2	TOTAL			
	EARTHWORK										
2.01	TOPSOIL, COMPOST-AMENDED	115.00	CY	\$ 26.15	\$ 3,007.25	0.00	0.00	0.00		\$ -	
2.02	EXCAVATION, CLASS 10	480.00	CY	\$ 20.40	\$ 9,792.00	0.00	0.00	180.00		\$ 3,672.00	
2.03	BELOW GRADE EXCAVATION (CORE OUT)	25.00	CY	\$ 105.00	\$ 2,625.00	0.00	0.00	0.00		\$ -	
2.04	SUBGRADE PREPARATION, 12"	1,688.00	SY	\$ 2.00	\$ 3,376.00	0.00	0.00	1,688.00		\$ 3,376.00	
2.05	MODIFIED SUBBASE, 6"	1,688.00	SY	\$ 10.80	\$ 18,230.40	0.00	0.00	1,688.00		\$ 18,230.40	
2.06	COMPACTION TESTING	1.00	LS	\$ 1,400.00	\$ 1,400.00	0.00	0.00	1.00		\$ 1,400.00	
	TRENCH AND TRENCHLESS CONSTRUCTION										
3.01	TRENCH FOUNDATION	53.00	TON	\$ 45.25	\$ 2,398.25	0.00	0.00	0.00		\$ -	
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	28.00	CY	\$ 72.60	\$ 2,032.80	0.00	0.00	0.00		\$ -	
3.03	TRENCH COMPACTION TESTING	1.00	LS	\$ 1,600.00	\$ 1,600.00	0.00	0.00	1.00		\$ 1,600.00	
3.04	SUPPORT OF LINEAR CABLE UTILITY	340.00	LF	\$ 17.00	\$ 5,780.00	0.00	0.00	340.00		\$ 5,780.00	
	SEWERS AND DRAINS										
4.01	STORM SEWER, TRENCHED, PVC, 8"	11.00	LF	\$ 90.95	\$ 1,000.45	0.00	0.00	0.00		\$ -	
4.02	STORM SEWER, TRENCHED, PVC, 12"	5.00	LF	\$ 239.20	\$ 1,196.00	0.00	0.00	11.00		\$ 2,631.20	
4.03	STORM SEWER, TRENCHED, RCP, 12"	19.00	LF	\$ 72.35	\$ 1,374.65	0.00	0.00	17.00		\$ 1,229.95	
4.04	STORM SEWER, TRENCHED, RCP, 15"	431.00	LF	\$ 68.35	\$ 29,458.85	0.00	0.00	412.00		\$ 28,160.20	
4.05	STORM SEWER, FULL AGGREGATE BACKFILL	270.00	LF	\$ 29.15	\$ 7,870.50	0.00	0.00	270.00		\$ 7,870.50	
4.06	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"	356.00	LF	\$ 20.60	\$ 7,333.60	0.00	0.00	348.00		\$ 7,168.80	
4.07	SUBDRAIN, PVC, 6"	267.00	LF	\$ 22.10	\$ 5,900.70	0.00	0.00	267.00		\$ 5,900.70	
4.08	SUBDRAIN CLEANOUT, TYPE A-1	2.00	EA	\$ 790.00	\$ 1,580.00	0.00	0.00	2.00		\$ 1,580.00	
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, CMP 6"	1.00	EA	\$ 326.65	\$ 326.65	0.00	0.00	2.00		\$ 653.30	
4.10	SUMP PUMP SERVICE STUB, PVC, 1.5"	8.00	EA	\$ 1,330.00	\$ 10,640.00	0.00	0.00	0.00		\$ -	
	WATER MAIN AND APPURTENANCES										
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8"	360.00	LF	\$ 61.55	\$ 22,158.00	0.00	320.00	350.00		\$ 21,542.50	
5.02	WATER SERVICE RELOCATION, K-COPPER, 3/4", NEAR	3.00	EA	\$ 1,688.00	\$ 5,064.00	0.00	0.00	3.00		\$ 5,064.00	
5.03	WATER SERVICE RELOCATION, C-900 PVC, 4"	1.00	EA	\$ 4,653.00	\$ 4,653.00	0.00	1.00	1.00		\$ 4,653.00	
5.04	FITTING, DIP, VARIOUS SIZE	356.00	LB	\$ 8.00	\$ 2,848.00	0.00	107.25	356.00		\$ 2,848.00	
5.05	VALVE, GATE, 8"	1.00	EA	\$ 2,640.00	\$ 2,640.00	0.00	0.00	1.00		\$ 2,640.00	
5.06	FIRE HYDRANT ASSEMBLY, SALVAGE	1.00	EA	\$ 1,405.00	\$ 1,405.00	0.00	0.00	0.00		\$ -	
5.07	VALVE REMOVAL	2.00	EA	\$ 317.00	\$ 634.00	0.00	0.00	1.00		\$ 317.00	
5.08	CONNECTION TO EXISTING WATER MAIN	2.00	EA	\$ 1,356.75	\$ 2,713.50	0.00	0.00	2.00		\$ 2,713.50	
	STRUCTURES FOR SANITARY AND STORM SEWER										
6.01	MANHOLE, SW-401, 48"	1.00	EA	\$ 4,824.00	\$ 4,824.00	0.00	0.00	1.00		\$ 4,824.00	
6.02	INTAKE, SW-501	2.00	EA	\$ 3,266.25	\$ 6,532.50	0.00	0.00	2.00		\$ 6,532.50	
6.03	INTAKE, SW-505	2.00	EA	\$ 5,427.00	\$ 10,854.00	0.00	0.00	2.00		\$ 10,854.00	
6.04	INTAKE, SW-511, CAST IN-PLACE	1.00	EA	\$ 3,266.25	\$ 3,266.25	0.00	0.00	1.00		\$ 3,266.25	
6.05	REMOVE INTAKE	2.00	EA	\$ 780.00	\$ 1,560.00	0.00	0.00	1.00		\$ 780.00	
	STREETS AND RELATED WORK										
7.01	PAVEMENT, PCC, 8"	1,328.00	SY	\$ 63.00	\$ 83,664.00	0.00	0.00	165.90		\$ 10,451.70	
7.02	PAVEMENT, PCC, 8", REINFORCED	208.00	SY	\$ 80.50	\$ 16,744.00	0.00	0.00	26.80		\$ 2,157.40	
7.03	PCC PAVEMENT SAMPLES AND TESTING	1.00	LS	\$ 1,555.00	\$ 1,555.00	0.00	0.00	0.33		\$ 513.15	
7.04	REMOVAL OF SIDEWALK	130.00	SY	\$ 12.00	\$ 1,560.00	0.00	0.00	57.20		\$ 686.40	
7.05	REMOVAL OF DRIVEWAY	47.00	SY	\$ 9.00	\$ 423.00	0.00	0.00	0.00		\$ -	
7.06	SIDEWALK, PCC, 4"	94.00	SY	\$ 44.00	\$ 4,136.00	0.00	0.00	33.30		\$ 1,465.20	
7.07	SIDEWALK, PCC, 6"	36.00	SY	\$ 100.00	\$ 3,600.00	0.00	0.00	23.90		\$ 2,390.00	
7.08	DETECTABLE WARNING	76.00	SF	\$ 50.00	\$ 3,800.00	0.00	0.00	40.00		\$ 2,000.00	
7.09	DRIVEWAY, PAVED, PCC, 7"	58.00	SY	\$ 68.25	\$ 3,958.50	0.00	0.00	0.00		\$ -	
7.10	PAVEMENT REMOVAL	1,547.00	SY	\$ 8.10	\$ 12,530.70	1547.00	0.00	1,547.00		\$ 12,530.70	
	TRAFFIC CONTROL										
8.01	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 9,849.00	\$ 9,849.00	0.07	0.07	0.50		\$ 4,924.50	
8.02	PORTABLE MESSAGE BOARD	25.00	CDAY	\$ 141.00	\$ 3,525.00	5.00	5.00	10.00		\$ 1,410.00	
	SITE WORK AND LANDSCAPING										
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, MULCHING	0.20	AC	\$ 12,500.00	\$ 2,500.00	0.00	0.00	0.00		\$ -	
9.02	SEEDING MOBILIZATION	2.00	EA	\$ 251.00	\$ 502.00	0.00	0.00	0.00		\$ -	
9.03	FILTER SOCK, 12-IN. DIAMETER	750.00	LF	\$ 2.50	\$ 1,875.00	0.00	0.00	0.00		\$ -	
9.04	FILTER SOCK, REMOVAL	750.00	LF	\$ 0.50	\$ 375.00	0.00	0.00	0.00		\$ -	
9.05	EROSION CONTROL MULCHING, HYDROMULCHING WITH TEMPORARY SEED	0.20	AC	\$ 5,025.00	\$ 1,005.00	0.00	0.00	0.00		\$ -	
9.06	INLET PROTECTION DEVICE, DROP-IN, INSTALL AND REMOVE	5.00	EA	\$ 176.00	\$ 880.00	0.00	0.00	0.00		\$ -	
9.07	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	5.00	EA	\$ 25.00	\$ 125.00	0.00	0.00	0.00		\$ -	
	MISCELLANEOUS										
11.01	MOBILIZATION	1.00	LS	\$ 26,500.00	\$ 26,500.00	0.45	0.05	0.55		\$ 14,575.00	
11.02	MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1.00	LS	\$ 3,015.00	\$ 3,015.00	0.14	0.00	0.55		\$ 1,658.25	
11.03	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS, HMA MILLINGS	100.00	SY	\$ 20.00	\$ 2,000.00	0.00	0.00	0.00		\$ -	
11.04	CONCRETE WASHOUT	1.00	LS	\$ 850.00	\$ 850.00	0.00	0.00	0.55		\$ 467.50	
11.05	REMOVE AND REINSTALL STREET SIGNS	6.00	EA	\$ 325.00	\$ 1,950.00	0.00	0.00	0.55		\$ 178.75	
		TOTAL ORIGINAL CONTRACT = \$ 372,997.55					\$ 210,696.35				
CHANGE ORDER SUMMARY											
		TOTAL CHANGE ORDERS = \$ -					\$ -				
		TOTAL CONTRACT & CHANGE ORDERS \$ 372,997.55					\$ 210,696.35				



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Consideration of the approval of a liquor license renewal for Tienda La Mexicana Inc., doing business as La Tiendita Mexican Store.

Introduction: This is a renewal of Tienda La Mexicana's Class B retail alcohol license.

Background: Their current license expires August 21, 2025.

Discussion: Tienda La Mexicana Inc., located at 208 E Euclid Ave., is a corporation. Owners listed on the application are Juan Mendez and Moises Valdivia Ruvalcaba. Staff reviewed the application and inspected the premises.

Budget Impact: No impact to the budget.

Recommendation: Staff recommends that Council approve Tienda La Mexicana's liquor license renewal application.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Consideration of the approval of a liquor license renewal for The Zoo, Inc.

Introduction: This is a renewal of The Zoo's Class C retail alcohol license.

Background: Their current license expires August 22, 2025.

Discussion: The Zoo, located at 102 W Ashland, is a corporation. The owner listed on the application is Jesse Forbes. Staff reviewed the application and inspected the premises.

Budget Impact: No impact on budget.

Recommendation: Staff recommends that Council approve the renewal application for The Zoo's liquor license.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: August 18, 2025
Subject: Consideration of the issuance of a special event and noise permit to Helping Hand on September 6, 2025 for the Helping Hand Run and Jam Event.

Introduction: The Helping Hand is hosting the Helping Hand Run and Jam event, which will include a noise permit on September 6, 2025.

Background: This event was held last year on September 21, 2024.

Discussion: The event will be held on September 6, 2025 with set up beginning at 9:00 AM. The race will begin at 11:00 AM. The event will take place on the McVay Trail going through North 5th, North 9th, North 15th Street, and East 1st Avenue.

Budget Impact:

Recommendation: Staff recommends approval of the special event and noise permit to Helping Hand for September 6, 2025 Helping Hand Run and Jam Event.

Attachments:

1. Helping Hand Run and Jam 2025 Event App
2. Noise App 2025

Online Form Submittal: Event Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 8/8/2025 4:27 PM

To City Clerk <cityclerk@indianolaiaowa.gov>

Event Application

I have read the General information Rules	Yes - I agree and will abide by the rules
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I have read the noise permit rules	Yes - I agree and will abide by the rules
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Event Name	Helping Hand Run & Jam
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Event Sponsor	Brandon Barkey
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Organization	Helping Hand
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Contact Name	Brandon Barkey
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Contact Phone Number	6412189929
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Contact Email Address	brandona.barkey@gmail.com
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Event Type	Timed Run
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Other Event Type	<i>Field not completed.</i>
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Event Set Up Date and Time	9/6/2025 9:00 AM
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Event Date and Time	9/6/2025 11:00 AM
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Event Ends Date and Time	9/6/2025 1:00 PM
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Event Tear Down Date and Time	9/6/2025 2:00 PM
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Event Location	Summerset Trail
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Will trails/sidewalks be utilized?	Yes
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Anticipated Attendance - Per Day	40
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Anticipated Event Attendance	40
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Please describe your request and event	This event is a down-and-back race on a paved trail (Summerset Trail), so participants can have stable ground while they run. To provide entertainment for runners and spectators, we will have speakers playing along the whole trail and KNIA's Big Red Radio to help amp up the beginning of the race. Games and healthy snacks will be provided to the runners both before and after the race.
Please describe what streets, trails or parks you are planning to close or use.	The race starts at the trail head and follows the McVay trail through N 5th St., N 9th St., N 15th St. , and E 1st Ave. These will all be as simple as having a volunteer posted at each crossing and making sure cars wait for runners to pass. All four of these are fairly slow roads and we don't foresee traffic being a major issue. The only issue we see is the race crossing the four way stop light on Highway 92. We would likely need traffic control to allow runners to pass.
Safety Plan The Police Chief and Fire Chief will review your safety plans to determine if safety is adequate for the planned event. In reviewing the application, they will review the anticipated crowd size, demographics, entertainment, alcohol, prior history with this event or similar events and other criteria.	
Please describe your safety plan including crowd control.	We have multiple safety measures in place to make sure everyone is accounted for. We have a plethora of volunteers who are posted at any road crossings to ensure safe passage across and areas that may have traffic as well as tables posted at the turnaround. There will be water at the halfway point of the race for anyone who feels dehydrated or just needs to break for a little bit. If a runner feels the need to take a break, we will encourage them to do so at the beginning of the event. Both the gathering area and the trail give plenty of space for participants at all times of the race.
Please describe your emergency/medical plan, including your communication procedures.	Each volunteer posted at a table or road point during the race will be briefed before the event as to what needs done in the event of an emergency. While notifying us as the event holders is necessary, it will be the number one priority to call an emergency number first to make sure any injury is attended as quick as possible. There will also be basic first aid accessible at the event.
Suspension of Indianola Code 47.01(11) Sale and Consumption of Alcohol upon City Property	No
Please state location.	<i>Field not completed.</i>
Map A	Screen Shot 2025-06-29 at 7.16.28 PM.png

Map B	Screen Shot 2025-06-29 at 7.16.28 PM_1.png
Insurance Certificate	Certificate.pdf
Are you submitting a noise permit application?	No - please submit your application now. <i>Yes- live music from KN1A</i>
Map C	<i>Field not completed.</i>
Noise Permit Start Date and Time	<i>Field not completed.</i>
Noise Permit End Date and Time	<i>Field not completed.</i>
Event Type	<i>Field not completed.</i>
Describe Event	<i>Field not completed.</i>
Anticipated Attendance	<i>Field not completed.</i>
Anticipated Event Attendance	<i>Field not completed.</i>
Indianola Code of Ordinances Chapter 48	I Agree
Electronic Signature Agreement	I agree.
Electronic Signature	Brandon Barkey
Submission Date and Time	8/8/2025 4:30 PM

Email not displaying correctly? [View it in your browser.](#)



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: August 18, 2025
Subject: West Hill Brewing Bags Tournament for Huntington's Disease Event

Introduction: West Hill Brewing is hosting a Bags Tournament for Huntington's Disease on September 13, 2025. The applicant has submitted a road closure request on West Salem Avenue between North B Street and the alley east of West Hill Brewing.

Background:

Discussion: The event will be held on September 13, 2025. Setup will begin at noon; the event will start at 1:00 PM and end at 6:00 PM.
West Hill is requesting that enforcement of alcohol on public streets be waived for the portion of Salem Avenue that will be closed for the event. This resolution will also approve the liquor license amendment application for the extended service area.
Staff have reviewed the application.

Budget Impact:

Recommendation: Staff recommends approval of this event and the suspension of Indianola Code regarding consumption of alcohol on Salem Avenue.

Attachments: 1. Huntington's Bags Tournament Application 2025

Online Form Submittal: Event Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 8/8/2025 12:23 PM

To City Clerk <cityclerk@indianolaiowa.gov>

Event Application

I have read the General information Rules	Yes - I agree and will abide by the rules
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I have read the noise permit rules	Yes - I agree and will abide by the rules
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Event Name	Bags Tournament for Huntington's disease
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Event Sponsor	West Hill Brewing
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Organization	<i>Field not completed.</i>
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Contact Name	Doug Gaumer
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Contact Phone Number	515-491-9597
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Contact Email Address	westhillbrewingcompany@gmail.com
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Event Type	Other - please describe
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Other Event Type	Bags Tourney
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Event Set Up Date and Time	9/13/2025 12:00 PM
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Event Date and Time	9/13/2025 1:00 PM
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Event Ends Date and Time	9/13/2025 6:00 PM
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Event Tear Down Date and Time	9/13/2025 8:00 PM
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Event Location	219 W. Salem ave
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Will trails/sidewalks be utilized?	Yes
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Anticipated Attendance - Per Day	150
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Anticipated Event Attendance	150
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Please describe your request and event	Fundraising bags tournament for Huntington's disease, request open container be lifted within closed area
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Please describe what streets, trails or parks you are planning to close or use.	West Hill sidewalk and street to be used
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Safety Plan

The Police Chief and Fire Chief will review your safety plans to determine if safety is adequate for the planned event.

In reviewing the application, they will review the anticipated crowd size, demographics, entertainment, alcohol, prior history with this event or similar events and other criteria.

Please describe your safety plan including crowd control.	barricades for street closure, volunteers for crowd control
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Please describe your emergency/medical plan, including your communication procedures.	call 911
---	----------

Suspension of Indianola Code 47.01(11) Sale and Consumption of Alcohol upon City Property	Yes (please state location below)
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Please state location.	West Hill Brewing, 219 W. Salem
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Map A	Street Closure traffic flow.pdf
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Map B	Vendor Parking map.png
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Insurance Certificate	COI - West Hill Brewing Indianola Street Events.pdf
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Are you submitting a noise permit application?	No - please submit your application now.
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Map C	<i>Field not completed.</i>
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Noise Permit Start Date and Time	9/13/2025 1:00 PM
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Noise Permit End Date and Time	9/13/2025 8:00 PM
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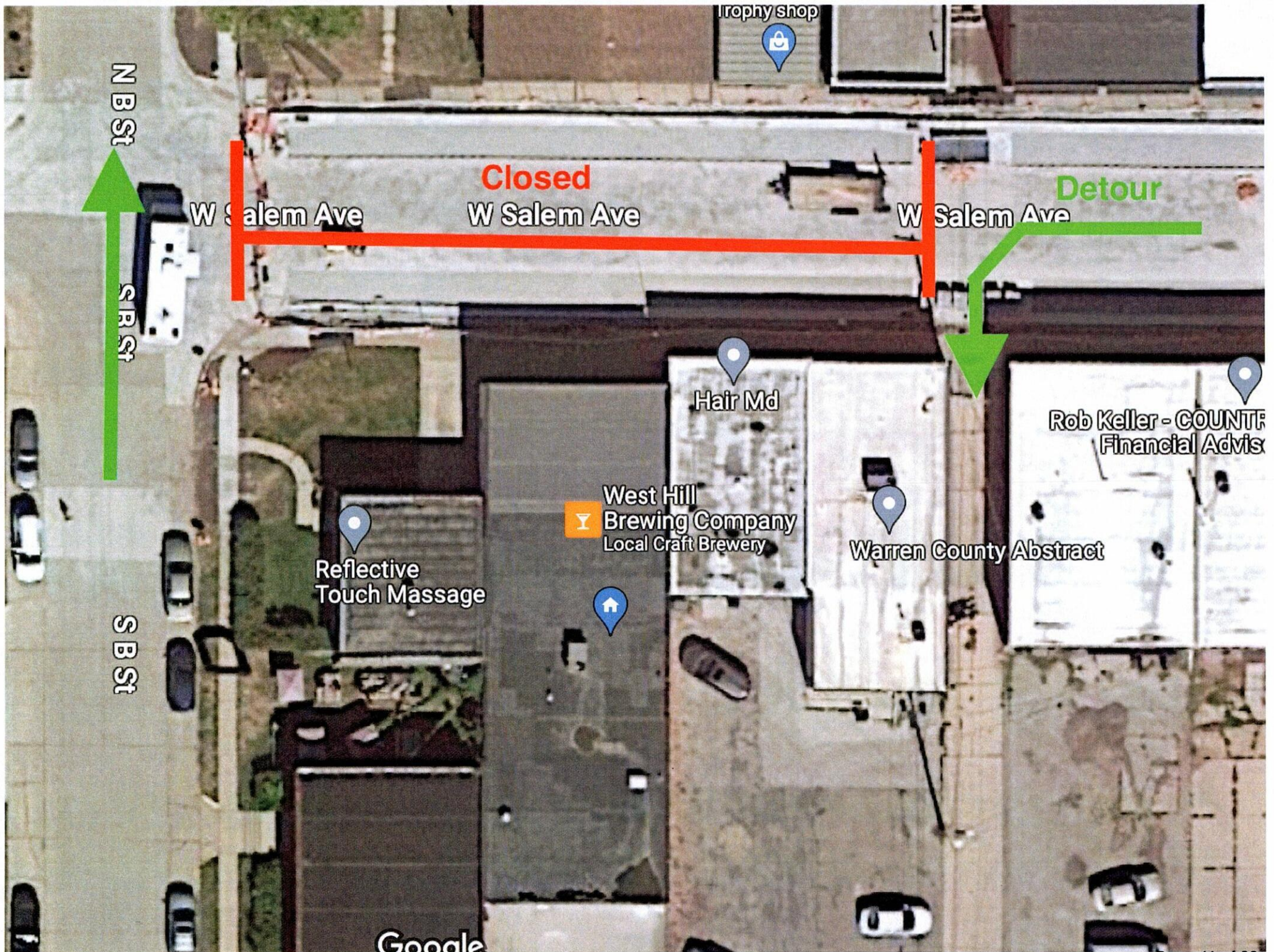
Event Type	Other - please describe
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Describe Event	<i>Field not completed.</i>
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Anticipated Attendance	150
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Anticipated Event Attendance	150
Indianola Code of Ordinances Chapter 48	I Agree
Electronic Signature Agreement	I agree.
Electronic Signature	Doug Gaumer
Submission Date and Time	8/8/2025 12:30 PM

Email not displaying correctly? [View it in your browser.](#)





MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: August 18, 2025
Subject: Consideration of the issuance of a special event permit to West Hill Brewing for a Bags Tournament for Huntington's Disease.

Introduction: The event will be held on September 13 from 1 PM to 6 PM.

Recommendation: Staff recommends approval of the special event permit to West Hill Brewing for a Bags Tournament for Huntington's Disease.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: August 18, 2025

Subject: Resolution suspending enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on city streets during the Bags Tournament for Huntington's Disease, as requested by West Hill Brewing Company on September 13, 2025.

Introduction: The resolution approves the amended liquor license and extends West Hill's serving/consumption area to West Salem Avenue.

Recommendation: Staff recommends approving this resolution for West Hill's event.

Attachments: 1. Res 2025- suspending enforcement- alcohol on Salem for West Hill

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE § 45.02(2)
REGARDING THE CONSUMPTION OF ALCOHOL ON A PORTION OF WEST SALEM
AVENUE DURING WEST HILL BREWING COMPANY'S BAGS TOURNAMENT FOR
HUNTINGTON'S DISEASE ON SEPTEMBER 13, 2025**

WHEREAS, West Hill Brewing Company intends to hold a bags tournament on a portion of West Salem Avenue on September 13, 2025, from 1:00 p.m. – 6:00 p.m.; and

WHEREAS, the event organizers plan to close to vehicular traffic West Salem between B Streets and the alley east of West Hill Brewing Company beginning at noon; and

WHEREAS, the organizer has requested that alcohol consumption be permitted on said portion of West Salem Avenue for the duration of said event; and

WHEREAS, alcoholic beverages for the event will be served in accordance with the authorization by the State of Iowa; and

WHEREAS, Indianola Code Section 45.02(2) governing alcoholic beverages on City streets reads: "A person shall not use or consume alcoholic liquor, wine or beer upon the public streets or highways. A person shall not use or consume alcoholic liquor in any public place, except premises covered by a liquor control license;" and

WHEREAS, the sales and consumption of alcohol will be required to comply with all other requirements of the Municipal Code of the City for the event along with the terms of the liquor license held by the vendors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City of Indianola hereby confirms that enforcement of Indianola Code Section 45.02(2) will be suspended on West Salem Avenue between B Street and the alley to the east of West Hill Brewing Company from 1:00 p.m. – 6:00 p.m. for the bags tournament for Huntington's disease on September 13, 2025 and the extended outdoor liquor license is hereby approved.

BE IT FURTHER RESOLVED that all participants and sponsors of said event shall be required to comply with all other requirements of the Municipal Code of the City, but that enforcement of the prohibition of the consumption of alcohol upon certain public streets is hereby waived.

Dated this 18th day of August 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Resolution suspending enforcement of Indianola Code 45.02(2) regarding the consumption of alcohol on a portion of West Salem Avenue during West Hill Brewing Company's Oktoberfest Street Party on September 19, 2025.

Introduction: West Hill Brewing Company hosts an annual Oktoberfest Street Party. This event is on the council-approved list of annual events in the City. Although Council has already approved the event, an annual resolution suspending enforcement of code regarding consumption of alcohol on the public streets is required.

Background: Approximately 300 people have visited West Hill during the event in past years.

Discussion: Due to the number of people that enjoy this event, West Hill needs to expand the area they can serve in. The event will be held on their premises and in the street beginning at 3 PM; the street will be back open by midnight. The resolution also authorizes staff to approve the extended outdoor liquor license needed for this event.

Budget Impact: No impact.

Recommendation: Staff recommends approval of the resolution suspending enforcement of code regarding the consumption of alcohol on West Salem during Oktoberfest.

Attachments: 1. Res 2025- suspending enforcement- alcohol on Square Oktoberfest

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE 45.02(2)
REGARDING THE CONSUMPTION OF ALCOHOL ON A PORTION OF WEST SALEM
AVENUE DURING WEST HILL BREWING COMPANY'S OKTOBERFEST STREET PARTY
ON SEPTEMBER 20, 2024**

WHEREAS, West Hill Brewing Company intends to hold an Oktoberfest Street Party on a portion of West Salem Avenue on Friday, September 19, 2025, from 3:00 p.m. – 11:59 p.m.; and

WHEREAS, the event organizers plan to close to vehicular traffic West Salem between B Street and the alley east of West Hill Brewing Company beginning at 10:00 a.m.; and

WHEREAS, the organizer has requested that alcohol consumption be permitted on said portion of West Salem Avenue for the duration of said events; and

WHEREAS, alcoholic beverages for the event will be served in accordance with the authorization by the State of Iowa; and

WHEREAS, Indianola Code Section 45.02(2) governing alcoholic beverages on City streets reads: "A person shall not use or consume alcoholic liquor, wine or beer upon the public streets or highways. A person shall not use or consume alcoholic liquor in any public place, except premises covered by a liquor control license;" and

WHEREAS, the sales and consumption of alcohol will be required to comply with all other requirements of the Municipal Code of the City for the event along with the terms of the liquor license held by the vendors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City of Indianola hereby confirms that enforcement of Indianola Code Section 45.02(2) will be suspended on West Salem Avenue between B Street and the alley to the east of West Hill Brewing Company from 3:00 p.m. – 11:59 p.m. for the Oktoberfest Street Party September 19, 2025 and the extended outdoor liquor license is hereby approved.

BE IT FURTHER RESOLVED that all participants and sponsors of said event shall be required to comply with all other requirements of the Municipal Code of the City, but that enforcement of the prohibition of the consumption of alcohol upon certain public streets is hereby waived.

Dated this 18th day of August 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Resolution appointing Bryce Johnson to the position of Zoning Administrator.

Introduction: The Community and Economic Development Director also serves as the City's Zoning Administrator. Indianola Code, Chapter 17.05, states that the City Council appoints a Zoning Administrator.

Background: This position has been vacant since April 2025. The position was posted in June and staff held interviews in July and August.

Discussion: Bryce Johnson was offered the position of Community and Economic Development Director. His tentative start date is September 15, 2025. Legal counsel has advised that his job duties include those of a Zoning Administrator.

Budget Impact:

Recommendation: Staff recommends approval of the appointment of Bryce Johnson to the position of Zoning Administrator for the City of Indianola.

Attachments: 1. Res 2025- Appointng Zoning Administrator

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION APPOINTING BRYCE JOHNSON TO THE POSITION OF
ZONING ADMINISTRATOR**

WHEREAS, City Code 17.05 provides that the City Council appoints a Zoning Administrator; and

WHEREAS, the City Council of the City of Indianola desires to appoint Bryce Johnson as Zoning Administrator of the City Indianola, Iowa.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola that Bryce Johnson is hereby appointed to serve as Zoning Administrator of the City of Indianola, Iowa, effective September 15, 2025.

DATED this 18th day of August 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Resolution approving engagement letter with Ahlers and Cooney, P.C. for general economic development matters.

Introduction: Ahlers and Cooney, P.C., provides general urban renewal and other economic development services to the City of Indianola. An engagement letter is necessary to set forth the terms and conditions under which the firm will represent Indianola in connection with economic development activities, urban renewal matters, development agreements, urban revitalization matters and other similar projects.

Background: Ahlers and Cooney have worked on urban renewal and economic development matters for the City of Indianola for more than ten years. Most recently, they drafted the Summercrest, Kentucky Ridge, and Emerald Bay urban renewal plans and associated development agreements.

Discussion: The attached engagement letter states the firm will prepare documents, prepare adoption proceedings for Council, advise staff and Council, and complete transcripts of actions. The City will agree to disclose facts and documents, attend meetings, and cooperate fully in all matters relating to the engagement.

By approving this engagement, staff can continue to work with the firm on amending current development agreements and urban renewal areas, as well as engage them in any new economic development matters.

Legal counsel at Brick Gentry has reviewed the engagement letter.

Budget Impact: Expenses will be billed at the amount incurred. The hourly rate ranges from \$145/hour for legal assistants to \$350/hour for attorneys. The general fund (001-5200) generally pays for the economic development expenses. For FY26, \$8,000 was budgeted for legal service fees.

Recommendation: Staff recommend approving the engagement letter.

Attachments:

1. Res 2025- Engagement Letter Ahlers_General
2. General Economic Development Matters Engagement Letter

City of Indianola
RESOLUTION NO 2025-

**RESOLUTION APPROVING ENGAGEMENT LETTER WITH AHLERS AND COONEY, P.C.
FOR GENERAL ECONOMIC DEVELOPMENT MATTERS**

WHEREAS, the City of Indianola, Iowa ("City") desires to engage legal counsel to assist with general economic development matters, including urban renewal, development agreements, urban revitalization, and related projects; and

WHEREAS, Ahlers & Cooney, P.C. ("Firm") has submitted an Engagement Letter dated July 24, 2025, outlining the scope of services, terms, and conditions under which the Firm will represent the City in connection with such matters; and

WHEREAS, the City Council has reviewed the Engagement Letter and finds it to be in the best interest of the City to approve and authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Engagement Letter with Ahlers & Cooney, P.C., dated July 24, 2025, for representation in general economic development matters is hereby approved.

Passed and approved this 18th day of August 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

July 24, 2025

Sent via email: jmeshke@indianolaiowa.gov

Jacob Meshke
City Manager
City of Indianola
110 N. 1st Street
Indianola, Iowa 50125

RE: City of Indianola General Urban Renewal/Economic Development Matters
Engagement Agreement

Dear Jake:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. (the “Firm”) will represent the City of Indianola, Iowa (the “City”) from time to time in connection with the City’s economic development activities, including urban renewal matters, development agreements, urban revitalization matters, and similar projects (the “Economic Development Matters”).

SCOPE OF ENGAGEMENT

We agree to represent the City in the City’s Economic Development Matters for which the City requests our services. In the course of representing the City on such Economic Development Matters, we will perform the following services, as applicable, for the fees we charge under this Agreement.

Urban Renewal Plans and Amendments to Urban Renewal Plans

In the role of representing the City with respect to the City’s urban renewal plans currently in existence and with respect to the creation of new urban renewal plans or the amendment of existing plans, upon request for such services by the City, we will provide the following services:

1. Prepare urban renewal plan and amendment documents and/or review drafts of such documents prepared by the City or third parties (depending on City’s selected approach) in accordance with Iowa Code Chapter 403;
2. Prepare related adoption proceedings for Council meetings, related notices, and letters of instructions for Council proceedings;
3. Prepare TIF ordinance(s) to create or modify TIF district(s);

4. Answer questions and advise City staff and the Council throughout the adoption process for urban renewal plans and amendments, and thereafter with respect to questions raised by the City related to administration of urban renewal activities under adopted urban renewal plans and amendments.
5. Collect completed documents from the City for purposes of completing a transcript of the City's actions related to the adoption of the plans/amendments

Development Agreements

In the role of representing the City with respect to development agreements (including agreements involving the purchase or sale of real property), upon request for such services by the City, we will provide the following services:

1. Draft development agreements incorporating terms negotiated by the parties;
2. Prepare related approval proceedings for Council meetings, related notices, and letters of instructions for Council proceedings;
3. Answer questions and advise City staff and the Council throughout the drafting, negotiation, and approval process for development agreements, and thereafter with respect to questions raised by the City related to interpretation or administration of development agreements.
4. Collect completed documents from the City for purposes of completing a transcript of the City's actions related to the adoption of the agreement/amendments

Urban Revitalization Plans and Amendments to Urban Revitalization Plans

In the role of representing the City with respect to the City's urban revitalization plans currently in existence and with respect to the creation of new urban revitalization plans or the amendment of existing plans, upon request for such services by the City, we will provide the following services:

1. Prepare urban revitalization plan and amendment documents in accordance with Iowa Code Chapter 404;
2. Prepare related adoption proceedings for Council meetings, related notices, and letters of instructions for Council proceedings;
3. Prepare designating ordinance(s) to designate or modify urban revitalization area boundaries;
4. Answer questions and advise City staff and the Council throughout the adoption process for urban revitalization plans and amendments, and thereafter with respect to questions raised by the City related to administration of adopted urban revitalization plans and amendments.
5. Collect completed documents from the City for purposes of completing a transcript of the City's actions related to the adoption of the plans/amendments.

Other Economic Development Matters

In the role of representing the City with respect to other economic development matters, upon request for such services by the City, we will provide the following services:

1. Consult with and advise City staff regarding the matters;
2. Draft legal documents, letters, memorandums, and other documents as requested by the City;
3. Prepare related proceedings for Council meetings, related notices, and letters of instructions for Council proceedings, as needed.

COOPERATION

To enable us to provide effective representation, the City agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the City's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Economic Development Matters for which the City seeks our services.

LIMITATIONS

Our duties under this Agreement are limited to those expressly set forth above, and shall be on a case-by-case or project-by-project basis, as directed by the City. Absent a separate engagement agreement regarding one or more of the following services, the services we provide and the fees we charge hereunder do not include:

1. Preparing legal descriptions;
2. Services related to Economic Development Matters for which our assistance is not requested by City staff and/or the City Council;
3. Independently administering and/or monitoring compliance with documents approved as part of Economic Development Matters, including but not limited to preparing annual reports, monitoring compliance with terms of development agreements, or preparing or filing certifications related to urban renewal areas (provided however that our engagement would include advising the City on specific questions raised by the City regarding the City's ongoing administration and monitoring related to such documents);
4. Defending any legal challenges to or arising out of Economic Development Matters (absent a separate, written engagement agreement for such representation);
5. Acting in a financial advisory role, including but not limited to confirming or calculating any potential tax increment anticipated within urban renewal areas; or
6. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for the Economic Development Matters for which the City staff requests our assistance. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations.

OTHER REPRESENTATIONS

As you are aware, the Firm represents many political subdivisions, companies, and individuals. It is possible that during the time that we are representing the City in its Economic Development Matters, one or more of our present or future clients will have transactions with the City. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the Economic Development Matters so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the Economic Development Matters. However, if a conflict with one or more of our present or future clients arises in connection with our representation under this Agreement, we will (i) notify you of the conflict of interest and (ii) decline to participate in any matter where the interests of our clients, including the City, may differ to the point where separate representation is advisable. The Firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Occasionally circumstances may arise in which a conflict between clients may be waived, if the informed written consent of the involved clients is obtained. If such circumstances arise, we would submit a separate letter to the City Council requesting such informed, written consent to waive the conflict, which the City Council could consider at that time. Execution of this Agreement will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

The attorneys working in the economic development practice area of the Firm, including Nathan Overberg, Maria Brownell, Jenna Sabroske, and Elizabeth Burnett, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, other attorneys and legal assistants may assist with the provision of services from time to time.

The fees charged for all legal services provided under this Agreement will be based on the hours worked by Firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg's 2025 hourly rate is \$350, Ms. Brownell's rate is \$310, Ms. Sabroske's rate is \$285, and Ms. Burnett's rate is \$235. Work performed by other attorneys will be billed at their then-current hourly rate (currently ranging from \$210-\$525 per hour). Work by legal assistants is currently billed at \$145-\$165 per hour. The hourly rates reflected herein are subject to our periodic review and adjustment. Our rates are typically adjusted annually as of January 1st of each year. We will provide a current rate schedule upon request at any time during the engagement covered under this Agreement. Expenses will be billed at the amount incurred.

Our statement for services and expenses will be due and payable within 30 days of receipt of the invoice, which in most instances, will be sent monthly throughout our work on a given project. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

ELECTRONIC DOCUMENTS AND DATA

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this Agreement, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the Economic Development Matters will be retained by us. We may store some or all client file materials in a digital format. After any or all paper documents are digitized, we may destroy all paper documents in the client file. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us related to a particular Economic Development Matter after completion of the work for that matter, consistent with the Firm's records retention policy.

APPROVAL

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this letter, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact us. As always, we appreciate the opportunity to represent the City and we look forward to working with you on the City's Economic Development Matters.

Ahlers & Cooney, P.C.

Sincerely,

By:


Nathan J. Overberg

Accepted and approved on behalf of the City Council of the City of Indianola, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2025.

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4900-7230-4983-1\13538-000



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: August 18, 2025
Subject: Receive and file the June 2025 Treasurer's Report.

Introduction: The June 2025 Treasurer's Report is also the end of Fiscal Year 25. Staff is working with the auditors on closing out the Fiscal Year; final fund balance reports and reserve amounts will be shared at a later date. Initial reports show a reserve amount of just under 37% for the general fund.

Interest earned in June was \$31,272.27.

Background:

Bank Account	June Ending Balance
Bankers Trust Investment	\$23,010,920.08
Iowa Public Agency Investment Trust	\$132,407.75
Commercial Account	\$110,036.16
Sweep Account	\$2,866,878.32
EMS Bankers Trust Account	\$451,529.74
EMS TruBank Account	\$673,816.49
Hometown Pride Account	\$26,090.40
Total	\$27,271,678.94

Discussion: Expenditures were under the budgeted amounts across all functions, except for debt service, due to higher than budgeted interest rates paid in June. The auditor is aware of this issue and staff is planning to work with the financial advisor on updating the debt tables we rely on.

Some budgeted expenses for FY25 will now occur in FY26. A budget amendment will roll those amounts over.

Budget Impact:

Recommendation: Receive and file the report.

Attachments: 1. Fund Balance Report June 2025



Fund Balance Report

As Of 06/30/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - General	2,977,396.99	3,476,294.30	4,165,411.96	2,288,279.33
011 - Police	1,896,143.11	4,131,526.05	4,601,631.72	1,426,037.44
015 - Fire	52,595.87	1,177,396.97	916,413.78	313,579.06
016 - Ambulance	402,721.09	2,686,853.21	2,619,585.63	469,988.67
041 - Library	288,030.32	946,933.80	963,058.13	271,905.99
042 - Park and Rec Admin	677,350.32	1,568,667.16	1,573,957.61	672,059.87
045 - Pool	81,356.70	288,988.68	269,733.40	100,611.98
071 - GF Debt Service Fund	0.00	0.00	0.00	0.00
099 - Franchise Fee Fund	778,327.44	221,834.09	333,333.36	666,828.17
110 - Road Use Tax Fund	1,593,007.50	2,627,270.58	2,263,604.58	1,956,673.50
112 - Trust & Agency Fund	166,473.79	2,804,538.93	2,790,592.72	180,420.00
121 - Local Option Sales Tax	729.17	2,384,002.31	2,045,700.00	339,031.48
125 - TIF Downtown Fund	6,004,918.45	1,678,763.23	1,435,817.50	6,247,864.18
126 - TIF E Hwy 92 Fund	0.00	0.00	0.00	0.00
127 - TIF Hillcrest/Ind Park Fund	0.00	0.00	0.00	0.00
141 - Library Special Revenue	58,641.88	33,180.57	25,708.71	66,113.74
142 - Park & Rec Special Rev Fund	78,058.40	75,650.00	109,510.15	44,198.25
160 - Downtown Revolving Loan Fund	103,340.43	0.00	103,000.00	340.43
161 - Downtown Biz Incentive Program	-96,184.83	455,124.25	168,939.98	189,999.44
177 - Police Forfeiture Fund	0.00	0.00	0.00	0.00
190 - Vehicle Reserve Fund	0.00	0.00	0.00	0.00
200 - Debt Service Fund	302,080.75	3,858,579.56	3,825,724.29	334,936.02
301 - Capital Projects Fund	913,519.12	48,540.00	189,267.64	772,791.48
321 - Street Capital Projects Fund	1,605,082.53	637,452.16	491,691.07	1,750,843.62
322 - Square Streetscape Project	630,875.60	407,679.46	877,747.15	160,807.91
323 - Hillcrest Avenue	1,921,536.80	0.00	2,173,202.31	-251,665.51
324 - K Street Construction	2,924,379.53	87,157.62	1,984,104.12	1,027,433.03
325 - American Rescue Fund	0.00	0.00	0.00	0.00
327 - Willowcrest Avenue	0.00	0.00	0.00	0.00
340 - City Hall Bldg Project	-179,522.23	89,917.44	166,939.35	-256,544.14
344 - CP - CAF Fund	0.00	0.00	0.00	0.00
353 - Real Property Improvement Fund	463.48	0.00	2,145.00	-1,681.52
354 - Industrial Park Infrastructure	496,170.22	0.00	0.00	496,170.22
541 - Library Endowment	59,694.75	7,534.28	0.00	67,229.03
610 - Sewer Fund	814,798.87	2,500,346.00	2,681,082.81	634,062.06
650 - Stormwater Utility Fund	1,648,666.79	693,059.89	1,422,416.42	919,310.26
670 - Recycling Fund	209,989.67	457,709.75	434,939.57	232,759.85
680 - Wellness Campus Fund	3,439.52	1,225,478.58	1,436,075.66	-207,157.56
681 - Wellness Campus Capital	70,327.20	0.00	47,331.96	22,995.24
710 - Sewer Capital Projects Fund	1,423,144.84	5,676,539.97	6,188,845.69	910,839.12
771 - Sewer Reserve Fund	114,238.70	0.00	0.00	114,238.70
781 - WWTP Facility Construction	1,250,353.83	246,000.00	749,726.69	746,627.14
791 - Sewer Revenue Bonds Fund	511,514.59	2,462,680.00	2,457,603.43	516,591.16
820 - Health Insurance Fund	2,899,482.30	1,364,340.78	1,698,291.19	2,565,531.89
830 - HRA Fund	0.00	0.00	0.00	0.00
840 - Flex/STD Fund	36,943.53	2,342.86	1,409.73	37,876.66
850 - City Liab Ins Reserve Fund	1,303.91	9,160.00	9,160.00	1,303.91
860 - Maintenance	0.00	0.00	0.00	0.00
890 - Vehicle and Equipment	1,168,214.73	1,039,298.78	1,260,111.46	947,402.05
Report Total:	33,889,605.66	45,370,841.26	52,483,814.77	26,776,632.15



MEMORANDUM

To: Mayor and City Council
From: Jacob Meshke, City Manager
Date: August 18, 2025
Subject: First consideration of an ordinance amending Chapter 25 of the Indianola Municipal Code (Utility Board of Trustees) to provide qualifications for utility board membership.

Introduction: Staff recommends approval of the ordinance which would add a requirement that an Indianola Municipal Utility (IMU) Board Trustee have at least one service provided by IMU.

Background: Chapter 25 of the Indianola City Code provides for the Utility Board of Trustees. Current City Code provides:

- Trustees are residents of Indianola.
- Excludes public officers and salaried employees of the City from serving on the board.
- No trustee shall hold office for a period in excess of two complete six-year terms plus any partial term for which the trustee might have been appointed.

Discussion: The ordinance would codify a requirement of a utility board trustee to have at least one service provided by Indianola Municipal Utilities (IMU). IMU General Manager Chris DesPlanques has been engaged and is supportive of the code update. Legal counsel has reviewed the code update and drafted the ordinance.

Budget Impact: None

Recommendation: Staff recommends approval of the ordinance.

Attachments: 1. Ordinance

ORDINANCE NO.
AN ORDINANCE AMENDING CHAPTER 25 OF THE INDIANOLA MUNICIPAL CODE (UTILITY BOARD OF TRUSTEES) TO PROVIDE QUALIFICATIONS FOR UTILITY BOARD MEMBERSHIP

BE IT ENACTED by the City Council of the City of Indianola, Iowa, as follows:

SECTION 1. SECTION AMENDED. Chapter 25 (Utility Board of Trustees) Section 25.03 (Appointment of Trustees) of the Indianola Codes of Ordinances, is hereby amended by inserting the following underlined language and deleting the ~~strike through~~ language:

25.03 APPOINTMENT OF TRUSTEES.

The Mayor shall appoint, subject to the approval of the Council, five persons to serve as trustees for staggered six-year terms. No public officer or salaried employee of the city may serve on the utility board. Terms shall commence on July 1 beginning with appointments made in 2020 and shall continue until a successor is appointed but in no event more than six months following the end of the term. No trustee shall hold office for a period in excess of two complete six-year terms plus any partial term for which the trustee might have been appointed. Trustees must be residents of the corporate limits of the City of Indianola and must have at least one (1) service provided by Indianola Municipal Utilities (IMU).

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading on this ____th day of _____, 2025.

Passed and approved 2nd Reading on this ____th day of _____, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Steve Richardson, Mayor

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jacob Meshke, City Manager
Date: August 18, 2025
Subject: Resolution to approve lease agreement between the City of Indianola, Iowa and House of Mercy.

Introduction: Staff recommends approval of the resolution which approves the lease agreement with House of Mercy.

Background: The City of Indianola entered into a land exchange agreement with Warren County in May 2024. The Masonic Temple Building is one of the facilities transferring ownership from Warren County to the City of Indianola. The Masonic Temple building and parking lot have been deeded to the City. Warren County has provided that they have no interest in the building or parking lot after August 31, 2025.

House of Mercy is a provider of behavioral health services and a tenant on the first floor of the Masonic Temple Building.

Discussion: Entering a lease agreement will allow House of Mercy to continue using the space while the City analyzes longer-term plans and use of the facility. Key provisions of the lease include:

- Lease will become effective on September 1, 2025, to provide continuity for House of Mercy.
- Lease term will be for one (1) year, but can be terminated with ninety (90) days notice for any reason. Further, the lease may be terminated immediately in the event the premises are deemed unfit for occupancy.
- Lease payment will be \$1/month, but House of Mercy will also be responsible for utilities, lawn care/snow removal, and any real estate taxes or assessments.
- Maintenance, insurance, responsibilities, and other standard terms.

The City Attorney has prepared the authorizing resolution and lease agreement.

Budget Impact: Budget impact would be limited to facility maintenance.

Recommendation: Staff recommends approval of the resolution which approves the lease agreement with House of Mercy.

Attachments:

1. Res 2025- House of Mercy Agreement
2. Lease Agreement
3. Land Exchange Agreement

City of Indianola
RESOLUTION NO. 2025-

**RESOLUTION TO APPROVE LEASE AGREEMENT BETWEEN
THE CITY OF INDIANOLA, IOWA, AND HOUSE OF MERCY**

WHEREAS, the City of Indianola, Iowa, is the owner of property located at 310 N Buxton St, Indianola, Iowa, consisting of approximately 2,880 square feet; and

WHEREAS, House of Mercy desires to lease said premises for use as general office space in connection with behavioral health services; and

WHEREAS, the lease agreement provides for a month-to-month tenancy at a rental rate of One Dollar (\$1.00) per month, with provisions for termination, maintenance responsibilities, insurance, and other standard lease terms; and

WHEREAS, the City Council has reviewed the lease agreement and finds it to be in the best interest of the City of Indianola.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Indianola, Iowa that:

1. The Lease Agreement between the City of Indianola, Iowa, and House of Mercy, dated September 1, 2025, is hereby approved.
2. The Mayor is authorized to execute the Lease Agreement on behalf of the City of Indianola.
3. The City Clerk is directed to maintain a copy of the executed Lease Agreement in the official records of the City of Indianola.

Passed and approved this 18th day of August 2025.

Steve Richardson, Mayor

ATTEST:

Jackie Raffety, City Clerk

LEASE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Lease") made and entered into this _____ day of _____, 2025, by and between the City of Indianola, Iowa, having principal offices at 301 N Buxton St, Indianola, Iowa 50125, hereinafter referred to as LESSOR, and House of Mercy, having principal offices at 1409 Clark St, Des Moines, Iowa, 50314, hereinafter referred to as LESSEE.

1. Lease of Premises.

In consideration of the obligation of LESSEE to pay rent as provided herein, and in consideration of the terms, covenants and conditions hereof, LESSOR does hereby lease, demise and let unto the LESSEE the Premises in the present condition thereof. The "Premises" consist of approximately 2,880 square feet, locally known as 310 N Buxton St, Indianola, Iowa, 50125, with appurtenances.

The Lease payment shall be a sum of One Dollar (\$1.00) per month, payable in advance at the time of the signing of the Lease and on the first day of each month thereafter.

2. Term.

The initial Term of the Lease shall be a period of one (1) year, unless terminated by either party upon ninety (90) days' written notice for any reason. The Lease may be terminated immediately pursuant to Section 19 of this Lease in the event the Premises are deemed unfit for occupancy.

3. Acceptance of Premises.

Neither the LESSOR nor its agents have made any representations or promises with respect to the Premises except as expressly set forth herein. The taking of possession of the Premises by the LESSEE will be conclusive evidence, as against the LESSEE, that the LESSEE accepts the same in its then "as is" condition at the time such possession was so taken. The LESSEE will, at the LESSEE'S sole cost and expense, keep the Premises and every part thereof in good condition and repair. Upon the expiration or prior to termination of this Lease, the LESSEE will surrender the Premises to the LESSOR in good condition, ordinary wear and tear excepted.

4. Notices.

a) Notice to Lessee. It is expressly understood between the parties hereto that LESSEE'S employees stationed at the Premises are not empowered to give instruction regarding the leasehold and furthermore that all notices to be served by the LESSOR upon the LESSEE shall be in writing addressed to:

House of Mercy
Attn: Director
1409 Clark Street
Des Moines, Iowa 50314-1964

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested.

Due to the nature of LESSEE'S business, any access to or entrance into the Premises by the LESSOR or its employees, agents or contractors shall require 24 hours prior notice to LESSEE, except in cases of an emergency.

b) Notice to Lessor. Any payments required to be paid, and all notices required to be rendered by LESSEE to LESSOR shall be delivered to LESSOR at:

City of Indianola
c/o Finance Director
110 N 1st Street
Indianola, IA 50125

5. Delivery Upon Termination.

Upon expiration of the Lease term, or other sooner termination of this Lease, LESSEE shall deliver to LESSOR possession of the Premises, together with all improvements or additions in or to the Premises, in the same condition as received, ordinary wear and tear excepted. LESSEE and LESSOR shall conduct a walk through to determine items to be repaired.

LESSEE shall not be required to remove any of said improvements or return the Premises to its original condition upon any termination of this Lease. All said improvements shall remain in place as the Property of the LESSOR. LESSEE shall remove its furniture, fixtures and equipment and make any repairs occasioned by said removal upon any termination of this Lease. LESSEE will be required to pay for real estate taxes to date of termination.

6. Use.

LESSEE shall use said Premises for general office space in connection with behavioral health services including substance abuse services and mental health services.

7. Restricted Use.

The LESSOR/LESSEE shall not lease or sell the adjacent unit(s) or land to the Leased Premises to the following user (without the consent of LESSEE):

- a) Bars, taverns, billiard halls;
- b) Pawn shops;
- c) Beer or wine-making stores;
- d) Adult video/Adult entertainment stores.

8. Signage.

LESSOR shall also allow LESSEE to place regulatory agency mandated signage (stickers) on or near the front entrance of the Premises. At anytime during the term of this Lease, LESSEE reserves the right to change its name. In the event LESSEE does change its name, LESSEE may, at its expense, change its signage to reflect the new name.

LESSEE shall be responsible to remove its signs and repair any damage caused by said removal as soon as practical after any termination of this Lease.

9. Peaceable and Private Enjoyment.

LESSOR agrees to permit the LESSEE to peaceably and quietly have and enjoy the use of the Premises and Common Areas for the purpose and for the term aforesaid. In addition, LESSOR agrees to provide LESSEE with access and ability to conduct business during normal business hours with the same peaceable and private enjoyment during any repairs, maintenance, and improvements.

10. Parking.

LESSEE's clients and employees shall be allowed to use the lot located to the south of the leased premises.

11. Lease Modification and Assignment.

This Lease may be modified only upon the written and signed Agreement of LESSOR and LESSEE. LESSEE expressly covenants that it shall not assign or sublet the Premises, except to affiliates or parent companies, without the prior written consent of the LESSOR, which is determined in LESSOR'S sole discretion.

12. Tenant Improvements.

LESSEE may make tenant improvements to building, but must receive approval on plans, specifications, and use from LESSOR.

If LESSEE makes modifications to Premises, including changes approved by LESSOR, LESSEE assumes responsibility for insuring the proper function of the plumbing, mechanical, and electrical operation in the Premises. In performing any such modifications, LESSEE shall comply with all building, fire, health, or other applicable building codes and regulations in the jurisdiction in which the Premises is located, including but not limited to the building code, electrical code, and Americans with Disability Act requirements.

13. Repair and Maintenance.

a) LESSOR shall be responsible, at its expense, for all repair or replacement of the following Building and Common Area (if any) elements: roof, drainage system, foundation, outside walls, windows, sidewalks, landscaping and parking lot.

b) LESSEE will keep, maintain and preserve the Premises in a first-class condition. LESSEE shall be responsible, at its expense, for all repair and maintenance of the following areas of the Premises: interior walls and construction, fixtures, ceilings, floors, heating, air conditioning, plumbing, electrical wiring, windows, doors and plate glass. All damage to the Premises caused by LESSEE or its employees, agents, guests, or invitees and all breakage done by the LESSEE, or the agents, servants, employees and visitors, shall be repaired at LESSEE'S sole cost and expense.

c) LESSEE shall be responsible for the custodial and cleaning services within the Premises.

d) LESSEE shall be responsible, at its expense, for all lawn care and snow removal on the Premises, including but not limited to mowing, trimming, leaf removal, and clearing snow and ice from walkways, driveways, and entrances. LESSEE shall perform these duties in a timely and safe manner, in compliance with all applicable local ordinances. LESSOR shall not be liable for any injuries or damages resulting from LESSEE's failure to maintain these areas.

e) In the event LESSEE fails to perform the LESSEE'S obligations under this Section, the LESSOR may, at its option (but shall not be required to), enter the Premises after ten (10) days prior' written notice to LESSEE (except in the case of an emergency, in which case no notice is required) and perform the obligations on the LESSEE'S behalf. The cost of performing the LESSEE'S obligation together with interest at the rate; being the lesser rate of eighteen percent (18%) per annum or the maximum allowed by law will become due and payable to the LESSOR with the LESSEE'S next Rent payment.

14. Utilities.

LESSEE shall be solely responsible for and shall promptly pay all charges for utilities and services used or consumed at the Premises, including but not limited to electricity, gas, water, sewer, trash removal, internet, and telephone services.

15. Property Taxes.

In the event the Premises become subject to real estate taxes or assessments due to the nature of this lease or the use of the Premises by LESSEE, LESSEE shall be responsible for the payment of such taxes or shall reimburse LESSOR for any such taxes paid.

16. Liens.

LESSEE shall take all commercially reasonable action to prevent the filing of any mechanic's or other liens against the Premises by reason of any work, labor, services, or materials performed or supplied or claimed to have been performed or supplied to LESSEE, or anyone holding the Premises or any part thereof through or under LESSEE. If any mechanic's or other lien is filed against the Premises for work claimed to have been done or materials supplied, the lien shall be discharged by LESSEE as soon as possible but in no event later than thirty (30) days, at LESSEE's sole cost and expense, by filing the bond required by law.

17. Insurance.

A. LESSOR'S Insurance.

(a) Coverages. LESSOR shall purchase and maintain in force, at its own cost and expense, throughout the term of this Lease: (i) a policy or policies of insurance insuring risks of physical loss or damage to the Building, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years (or such longer period as may be required to cover the duration of the statute of limitations for the applicable claim(s)) to cover any liability resulting during the term of this Lease, in either case with respect to the Building, Common Areas, and Property, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) combined single limit per accident (and in the aggregate) for bodily injury and property damage Throughout the term of this Lease, at any time that professional services are performed in the Building by LESSOR or its employees or affiliates, LESSOR shall purchase and maintain in force, or cause to be purchased and maintained in force, at its own cost and expense, professional liability insurance for such services written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years to cover any liability resulting during the term of this Lease. In either case (A) if such professionals are not governed by medical staff bylaws of the Hospital, then with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, and (B) if such professionals are governed by the medical staff bylaws of the Hospital, then with limits as required by such bylaws.

(b) Additional Insured. The LESSOR'S commercial general liability insurance policy (or policies) shall add LESSEE as additional insured with respect to this Lease.

(c) Additional Requirements. All LESSOR required insurance shall be written by an insurance company or companies admitted and licensed to do business in the State where the Premises are located, with an AM Best rating of A- or higher.

LESSOR'S insurance carrier shall endeavor to provide for not less than thirty (30) days written notification to LESSEE prior to termination, cancellation, or material change to any such policies. LESSOR shall provide to LESSEE Certificates of LESSOR'S insurance upon request.

B. LESSEE'S Insurance.

(a) Coverages. LESSEE shall purchase and maintain in force, at its own cost and expense, at all times during the term of this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to all property and fixtures in the Premises owned by LESSEE, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years (or such longer period as may be required to cover the duration of the statute of limitations for the applicable claim(s)) to cover any liability resulting during the term of this Lease, in either case with respect to the Premises and the business operated therein by LESSEE, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, and (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) combined single limit per accident (and in the aggregate) for bodily injury and property damage. Throughout the term of the Lease, at any time that the occupant(s) of the Premises are professionals employed by LESSEE, LESSEE shall purchase and maintain in force, at its own cost and expense, professional liability insurance only for services being provided by professionals employed by LESSEE within the Premises, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years to cover liability resulting during the term of the Lease, in either case (A) if such professionals are not governed by medical staff bylaws of the LESSEE, then with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, and (B) if such professionals are governed by medical staff bylaws of the LESSEE, then with limits as required by such bylaws.

(b) Additional Insured. The LESSEE'S commercial general liability insurance policy (or policies) shall add LESSOR, and its property manager and mortgagees with respect to the Premises, if any, as additional insureds with respect to this Lease.

(c) Additional Requirements. LESSEE'S insurance carrier shall endeavor to provide for not less than thirty (30) days written notification to LESSOR prior to

termination, cancellation, or material change to any such policies. Certificates of LESSEE'S insurance shall be provided to LESSOR upon request. LESSEE's General Liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the LESSEE subject to policy terms and conditions.

C. Mutual Waiver of Subrogation.

LESSOR and LESSEE hereby waive their rights of recovery against each other for any loss, damage or injury resulting from insured perils to person or property under policies required to be carried hereunder by such party, occurring in, on and around the Premises, Building, and the Property, excluding workers compensation and professional liability coverage. LESSOR and LESSEE shall give written notice to their insurers of this mutual waiver of subrogation and obtain endorsements to their respective policies of insurance evidencing that the insurers waive subrogation in furtherance of this provision and said endorsements shall be provided to the opposite party.

D. Coverage Requirements.

The amounts of insurance required to be carried by each party under this Lease shall not be deemed or construed to so limit the liability of such party.

18. Condemnation.

In the event of the condemnation or purchase in lieu of all or any substantial part of the Premises by any public or private corporation with the power of condemnation, LESSEE reserves the right to seek a separate award due to such condemnation. Additionally, LESSEE shall have the right to cancel the Lease, with no further liability to LESSOR if said condemnation affects LESSEE in any manner.

19. Damage or Destruction to the Premises.

In the event of damage or destruction to the Premises, the LESSOR or the LESSEE shall be allowed to cancel the Lease if the LESSOR cannot restore the Premises within 60 days. If the LESSOR can restore the Premises within said 60 days, the LESSOR shall commence to do so diligently. LESSOR shall notify LESSEE in writing within 15 days of said damage or destruction of its ability to restore the Premises within 60 days or not. If restoration is not completely restored within 60 days, or cannot be restored within 60 days, LESSEE shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and LESSEE shall have no further liability to LESSOR. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

In the event the Premises are deemed unfit for occupancy by the Chief Building Official, a licensed structural engineer, fire marshal, or any other authority having jurisdiction, either

party may immediately terminate this lease upon written notice. No further rent shall be due from the date the Premises are declared unfit, and LESSEE shall have a reasonable period to remove its property.

20. Compliance with Laws and Ordinances.

LESSEE shall be responsible for making the Premises comply with all laws, ordinances or regulations.

21. Hazardous Materials.

To the best of LESSOR'S knowledge, the Building, its Common Areas, and Premises contain no Hazardous Materials (as defined by the US Environmental Protection Agency) and/or harmful mold, and/or harmful contaminants, and are in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials and/or harmful mold, and/or harmful contaminants are identified as present in the Premises, Building, its Common Areas, and/or Property during the term of this Lease, LESSOR shall be responsible for the removal of said Hazardous Materials, and for harmful mold, and/or harmful contaminants. LESSEE shall be responsible for removal of any Hazardous Materials and for harmful mold, and/or harmful contaminants LESSEE introduces into the Premises.

22. Default and Bankruptcy

a) In the event of any non-monetary default by either party, the defaulting party shall cure or commence to cure and diligently conclude said cure, within thirty (30) days of non-defaulting party's written notice of said default. In the event that the default cannot reasonably be cured within said thirty (30) daytime frame, as long as the defaulting party has diligently commenced to cure said default within thirty (30) days from receipt of notice of default from the other party, then in such case, the defaulting party shall not be considered in default by reason of non-compliance of the thirty (30) day timeframe requirement.

b) In the event of a monetary default, LESSEE shall cure said default within ten (10) days of receipt of written notice from LESSOR.

23. Remedies.

LESSOR and LESSEE shall have all remedies available at law or equity to enforce this Lease, and to proceed against the other party for any default of this Lease.

24. Indemnification.

a) Indemnification by LESSEE. LESSEE shall indemnify, defend, protect, and hold harmless LESSOR and all of its affiliates, employees, agents, electeds, officers, successors and assigns, from and against any and all losses, liability, claims, suits,

- proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of LESSEE'S (including LESSEE'S ministries, entities, affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Landlord, its agents, employees, successors or assigns.
- b) Indemnification by LESSOR. LESSOR shall indemnify, defend, protect, and hold harmless LESSEE and all of its ministries, entities, affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of LESSOR's (including LESSOR's affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Building (exclusive of the Premises) and Common Areas, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of LESSEE, its ministries, entities, agents, employees, successors or assigns.
- c) Where Both Parties Have Responsibility. If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.
- d) Notifications Regarding Indemnities. Both LESSOR and LESSEE agree to give the other party notice of any claim or liability which may give rise to indemnification under this section of Indemnification and do so within a commercially reasonable time following such party's receipt of notice of intent or notice of claim.
- e) Survival. The terms of each of the insurance, waiver of subrogation, coverage requirements, and indemnification provisions of this Lease shall survive the termination of this Lease.

25. Entry by LESSOR.

LESSOR, its agents, employees, and contractors may enter the Premises at any time and at reasonable hours to (a) inspect the same or (b) determine whether LESSEE is complying with all its obligations in this Lease. LESSEE by this paragraph waives any claim against LESSOR, its agents, employees, or contractors for damages for: any injury or inconvenience to or interference with LESSOR'S business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. LESSOR will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises. LESSOR will have the right to use any and all means which LESSOR may deem

proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises.

26. LESSOR Disclosure.

LESSOR hereby represents and warrants to LESSEE that, in Exhibit A attached hereto and incorporated herein by reference, LESSOR has fully and completely disclosed to LESSEE whether any physician or immediate family member of a physician has an ownership interest in LESSOR and, if so, the full name and address of any such physician(s) and any such immediate family member(s) and their relationship to such physician(s), as such terms are defined, from time to time, by the physician self-referral law commonly referred to as the Stark Law. Within ten (10) days following any occurrence that causes LESSOR'S disclosure in Exhibit A to become inaccurate, LESSOR shall provide to LESSEE notice of such change.

27. Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Heirs and Assigns.

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon LESSOR and LESSEE and their respective heirs, executors, administrators, successors and assigns.

29. ENTIRE AGREEMENT

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the Premises and there are not covenants, promises, agreements, conditions or understandings either oral or written, between them other than as are herein set forth.

30. Governing Law.

This Lease will be governed by and construed pursuant to the laws of the State of Iowa.

IN WITNESS WHEREOF, this Lease is executed and effective on the day and year first above written.

LESSOR:

LESSEE:

By: _____

Steve Richardson, Mayor
City of Indianola, Iowa

Rebecca Peterson
By: [Rebecca Peterson \(Aug 8, 2025 18:33:33 CDT\)](#)

Rebecca Peterson, EdD, LMHC, CADC
Executive Director, MercyOne House of
Mercy

Exhibit A

**DISCLOSURE OF PHYSICIAN AND
PHYSICIAN IMMEDIATE FAMILY MEMBER INTERESTS**

LESSOR hereby represents and warrants to LESSEE the following (**select and complete the following, as applicable**):

No physician or immediate family member of a physician has an ownership interest in LESSOR, as such terms are defined, from time to time, by the physician self-referral law commonly referred to as the “Stark Law.”

_____ - Confirmed by LESSOR

COPY

City of Indianola
RESOLUTION NO 2024-104

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BY AND BETWEEN
THE CITY OF INDIANOLA AND WARREN COUNTY, IOWA**

WHEREAS, The City Council of the City of Indianola, Iowa and the Warren County Board of Supervisors recognize their shared commitment and passion to advancing common goals and objectives for the greater good of the City and all surrounding communities in the County; and

WHEREAS, the City of Indianola and Warren County jointly stand to benefit from the job creation, economic investment, redevelopment and privatizing of tax exempt properties owned on or near the Indianola Downtown Square Business District and on or near the Indianola 6th Street Sub-Area Plan; and

WHEREAS, the proposed agreement between the City of Indianola and Warren County Board of Supervisors signifies a strategic alignment of interests, values and priorities in both the short- and long-term for both organizations as well as all stakeholders in Indianola and Warren County.

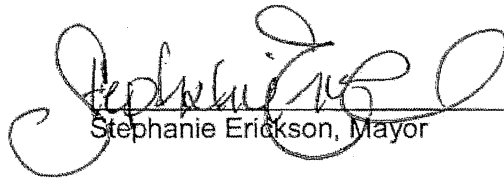
NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA

SECTION 1: The Council finds that the transfer of property will promote economic development in the City and is in the best interest of the residents of the City.

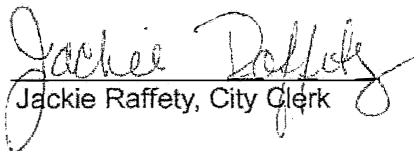
SECTION 2: The proposal to transfer property to the terms of the proposed agreement is hereby approved.

SECTION 3: That the form and content of the attached agreement are in all respects authorized, approved and confirmed, and the Mayor and City Clerk are hereby authorized, empowered and directed to execute, attest, seal and deliver the agreement for and on behalf of the City and 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 20th day of May 2024.


Stephanie Erickson, Mayor

ATTEST:


Jackie Raffety, City Clerk

2024 MAY 20 PM 5:27

**DEVELOPMENT AGREEMENT BY AND BETWEEN
WARREN COUNTY, IOWA AND
THE CITY OF INDIANOLA, IOWA**

This Agreement is entered into by and between the City of Indianola, Iowa, (hereinafter "City" or "the City"), and Warren County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter "County" or "the County") as of the date of last signature of all parties.

WHEREAS, The City Council of the City of Indianola, Iowa and the Warren County Board of Supervisors recognize their shared commitment and passion to advancing common goals and objectives for the greater good of the City and all surrounding communities in the County; and

WHEREAS, both parties have embarked on a journey marked by collaboration, dialogue and mutual respect, understanding the significance of collective action in addressing pressing challenges and seizing opportunities that enhances quality of life, cultivates economic growth and better connects and unifies the region; and

WHEREAS, the City of Indianola, driven by a steadfast dedication to fostering sustainable development, innovation and inclusivity, as documented through its strategic priorities, master plans and other similar resources developed to aid in support of the community's vision, seeks to leverage its resources, expertise and networks by creating lasting positive impacts within the City and throughout Warren County; and

WHEREAS, the City of Indianola currently operates from facilities that, while functional, are constrained with limitations that diminishes its ability for growth and ultimately the quality of service it can provide all stakeholders; and

WHEREAS, the Warren County Board of Supervisors, guided by a purpose of equitable growth, social cohesion and prosperity throughout Warren County, is eager to forge strategic partnerships to maximizing the effectiveness, relevance and sustainability of its initiatives and plans that affects all aspects of the citizens it serves and empowers all of its communities; and

WHEREAS, through extensive discussions and joint brainstorming, both parties have identified an area of convergence and complementary strength, laying the foundation for a dynamic and mutually beneficial collaboration; and

WHEREAS, individual properties owned by the City of Indianola and Warren County Board of Supervisors located within the City of Indianola Sixth Street Sub-Area Plan and Indianola Downtown Square represents untapped and newfound potential to catalyze influential change and unlock synergies that will redound to the benefit of the entire Indianola community and Warren County as outlined in the plan https://issuu.com/msaprofessionalservices/docs/indianola_sub_area_plan_final; and

WHEREAS, the Indianola Public Library, currently located at 207 North B Street, Indianola, IA 50125, can relocate and serve as the anchor to a potential larger redevelopment of a new community district along the McVay/Summerset Trail and North Sixth Street, with the identified property currently owned by the Warren County Board of Supervisors; and

WHEREAS, the relocation of the Indianola Public Library's operations to the premises currently owned by the Warren County Board of Supervisors will breathe new life into a historically significant property, revitalizing the surrounding area, connecting surrounding cities throughout Warren County to the trail system and contributing to the preservation of the community's cultural heritage and identity; and

LEASE BACK PROVISION:

1. Currently, the City Library occupies the City Library Building. This occupancy will need to continue through June 30, 2028 (but may end earlier by mutual consent).
2. Currently, the County is in the process of moving DHS into the West Annex Building. This occupancy will need to continue one year from the date of the vacation of the library to allow for remodeling (but may end earlier by mutual consent).
3. Currently, the County has tenants in the Masonic Temple Building. This occupancy will need to continue for one year from the date of the vacation of the library to allow for remodeling (but may end earlier by mutual consent).
4. Currently, the County Public Works Department occupies the County Public Works Yard and Facilities. This occupancy will need to continue through December 31, 2024 (but may end earlier by mutual consent).
5. The City will not pay rent to the County for the use of the Library Building through June 30, 2028.
6. The County will not pay rent to the City for the use of the West Annex Building from the time of the exchange through one year from the date of the vacation of the library to allow for remodeling. (but may end earlier by mutual consent).
7. The County will not pay rent to the City for the use of the Masonic Temple Building from the time of the exchange through one year from the date of the vacation of the library to allow for remodeling ~~through June 30, 2028.~~ (but may end earlier by mutual consent).
8. The County will not pay rent to the City for the use of County Public Works Yard/Buildings through December 31, 2024.
9. During the term of the lease, the City will perpetuate the payment of all maintenance and utility cost for the City Library.
10. During the term of the lease, the County will perpetuate the payment of all maintenance and utility costs on the West Annex Building.
11. During the term of the lease, the County will perpetuate the payment of all maintenance and utility costs on the Masonic Temple Building.
12. During the term of the lease, the County will perpetuate the payment of all maintenance and utility costs of the County Public Works Facility.
13. During the term of the lease, all parcels obtained by the City from the County will be added to the City's Property Liability Insurance Policy, with the County being added as a named insured.
14. During the term of the lease, all parcels obtained by the County from the City will be added to the County's Property Liability Insurance Policy, with the City being added as a named insured.

2. The City shall transfer the real property by Warranty Deed in the form reasonably agreed to between the Parties.
3. The City shall complete the demolition and removal of the house located on Parcel #5 (Tax-ID 48020060120) located at 204 N. C Street within 90-days from the execution of this Agreement.
4. No monies shall be exchanged as part of this land exchange.

DUTIES OF THE COUNTY:

1. The County shall transfer the below described parcels and improvements to the City in exchange for the real property and improvements to be received from the City:

Key	Tax-ID	Address	Description	Co. Value	Parcel Size
A.	48690000010	901 E. Iowa Ave	County Public Works Yard	\$22,500	0.34 Acres
B.	48860001091	704 N. 6 th Street	County Public Works Yard	\$39,800	2.31 Acres
C.	48860001107	704 N. 6 th Street	County Public Works Yard	\$17,800	1.03 Acres
D.	48860001106	704 N. 6 th Street	County Public Works Buildings	\$150,200	2.04 Acres
E.	48870190680	704 N. 6 th Street	County Fuel Depot	\$59,000	0.32 Acres
F.	48870190661	704 N. 6 th Street	County PW Parking	\$16,300	0.27 Acres
G.	48870190681	704 N. 6 th Street	County PW Parking	\$11,500	0.21 Acres
H.	48020130220	117 N. Buxton St.	West Annex Building	\$91,500	0.07 Acres
I.	48020130210	115 N. Buxton St.	West Annex Building	\$129,400	0.07 Acres
J.	48020030070	310 N. Buxton St.	Masonic Temple Building	\$227,800	0.26 Acres
K.	48020030070	310 N. Buxton St.	Masonic Temple Parking Lot	\$55,600	0.26 Acres
L.	48020030040	105 W. Clinton Ave.	Masonic Temple Parking Lot	\$18,900	0.21 Acres
Totals:				\$840,300	7.39

2. The County shall transfer the real property by Warranty Deed in the form reasonably agreed to between the Parties.
3. No monies shall be exchanged as part of this land exchange.

6. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
7. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
8. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
9. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Warren County Iowa.
10. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the City: City of Indianola
 Attn: City Clerk's Office
 110 N. 1st Street
 Indianola, IA 50125

If to the County: Warren County Iowa
 Attn: County Auditor's Office
 301 N. Buxton Street
 Indianola, IA 50125

DUTIES OF THE CITY:

1. The City shall transfer the below described parcels and improvements to the County in exchange for the real property and improvements to be received from the County:

Key	Tax-ID	Address	Description	Co. Value	Parcel Size
1.	48020060010	207 N. B Street	City Library – Building	\$921,600	0.52 Acres
2.	48020060060	207 N. B Street	City Library – Grass Area	\$7,100	0.21 Acres
3.	48020060070	207 N. B Street	City Library – Parking Lot	\$31,800	0.31 Acres
4.	Undefined	207 N. B Street	City Library – Alley south of Library	Unknown	Estimated 0.41 Acres
5.	48020060120	204 N. C Street	Home – Future Expansion Area	\$152,300	0.23 Acres
Totals:				\$1,112,800	1.68 Acres

WHEREAS, the Warren County Board of Supervisors stands to benefit from the relocation to the Indianola Public Library's current facility, which is currently owned by the City of Indianola, to offer greater flexibility and efficiency for the Warren County Board of Supervisors' evolving office space needs as an organization and could provide a much needed venue to perform the services it provides its citizens, all centrally located at or closely nearby the Warren County Administration Building and Warren County Justice Center; and

WHEREAS, the City of Indianola and Warren County jointly stand to benefit from the job creation, economic investment, redevelopment and privatizing of tax exempt properties owned on or near the Indianola Downtown Square Business District and on or near the Indianola 6th Street Sub-Area Plan; and

WHEREAS, the proposed agreement between the City of Indianola and Warren County Board of Supervisors signifies a strategic alignment of interests, values and priorities in both the short- and long-term for both organizations as well as all stakeholders in Indianola and Warren County; and

WHEREAS, both parties acknowledge that the proposed agreement and the vision it casts, specifically the relocation of the Indianola Public Library and the larger community redevelopment of a new economic development district along the McVay/Summerset Trail and North Sixth Street, will be part of a funding package that will be considered in 2025 with design conceptualization and construction commence immediately following so the new Indianola Public Library is fully constructed and available for use beginning winter of 2027-spring of 2028;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the undersigned parties hereby commit to formalizing their collaboration through a comprehensive agreement, subject to the approval of their respective governing bodies, the City and the County hereby agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Term.** This Agreement shall remain in effect until the duties of each Party are satisfactorily completed, unless earlier terminated pursuant to this Agreement.
3. **Termination.** Termination shall only occur upon the written mutual consent of all Parties.
4. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
5. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

CAPITAL IMPROVEMENTS:

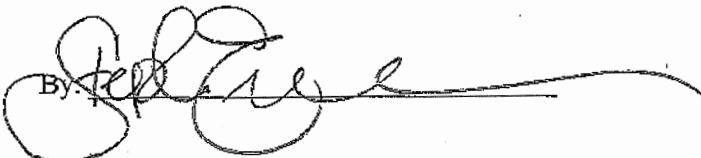
1. The City and County will budget for, and manage, a capital improvement project to replace the chiller at the Library Building according to this schedule should the chiller need replaced before the vacation of property by the City:
 - 2025: City pays 75% - County pays 25%
 - 2026: City pays 50% - County pays 50%
 - 2027: City pays 25% - County pays 75%
 - 2028: County pays 100%

FUEL DEPOT:

1. The City will work with the County to continue the operations of the Fuel Depot within the city limits of Indianola for the benefit of the County, City, and School District.
2. The County will support the City in perpetuating the bulk purchases of fuel for the aforementioned Fuel Depot.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 20th day of May 2024.

CITY OF INDIANOLA, IOWA

By: 

Name & Title: Stephanie Erickson, Mayor

WARREN COUNTY, IOWA

By: 

Name & Title: Mark H Snell, Chairman
Warren County Board
of Supervisors

FILED
KIMBERLY SHEETS
WARREN COUNTY CLERK
2024 MAY 20 PM 6:27



MEMORANDUM

To: Mayor and City Council
From:
Date: August 18, 2025
Subject: Discussion and action regarding future agenda items.

Introduction: This is an opportunity for Council Members to bring forward future agenda items, vote on adding it to an agenda, and give direction to staff.

Recommendation: Staff recommends Council discuss any upcoming agenda items or vote to add items to upcoming agendas.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: August 18, 2025

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Introduction: Iowa Code allows for a closed session for council to discuss matters that are, or may be soon, in litigation.

Recommendation: Staff recommend the council vote to enter into a closed session.

Attachments: None