



# CITY COUNCIL WORK SESSION

Monday, December 01, 2025 at 5:30 PM

Council Chambers - 331 First Street East

## AGENDA

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### RULES OF PROCEDURE

*Workshops are not Public Hearings. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or a study session.*

*During the City Council Work Session, the Council will primarily discuss and debate items intended to be formally considered at a future City Council Meeting. However, the Council may at any noticed meeting, including a City Council Work Session meeting, take action on any item shown on the posted agenda as a potential action item. The City Council Work Session meeting is a regular meeting of the Independence City Council.*

### MEETING OPENING

Call the Meeting to Order

### ACTION ITEM

1. The Brick Kitchen Liquor License Renewal

### DEPARTMENT UPDATES

2. Department Report – Airport
3. Department Report – Building/Code Enforcement
4. Department Report – Streets
5. Department Report – Utilities

### NEW BUSINESS

6. WWTP Replacement Project Update
7. Ordinance Amendment to Chapters 76 and 77 (Electric Scooters, Bikes, etc.)
8. Voluntary Annexation Application
9. Council Topics
10. Mayor Topics
11. City Manager Topics

### ADJOURNMENT

This agenda is subject to change.



## CITY COUNCIL MEMORANDUM

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**TO:** Matthew R. Schmitz, MPA - City Manager

**FROM:** Susi Lampe, CMC, IaCMC, IaCFO – Assistant City Manager/City Clerk/Treasurer

**DATE OF MEETING:** December 1, 2025

**ITEM TITLE:** The Brick Kitchen Liquor License Renewal

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### BACKGROUND:

I received an email on September 8, 2025, from Iowa ABD that The Brick Kitchen's liquor license was eligible for their renewal. I emailed this to the Building Official, Fire Department, and Police Department so they were able to start their process. All three departments gave their approval to the renewal once it was submitted to Local Authority. At the beginning of November, the State changed their website for liquor licenses and caused a delay with licenses that were eligible for renewal during the transition period. The State granted The Brick Kitchen an extension on their existing license until December 5, 2025. On November 25, 2025, I received an email from the new system that I had a license ready for my review. This work session is the first meeting that it could be brought forth to Council to minimize any unknown implications that The Brick Kitchen may encounter with the new process initiated by the State.

### DISCUSSION:

Typically, these are placed on the Consent Agenda and there is minimal, if any, discussion.

### RESULTS:

The City has established priorities during strategic planning sessions. This item supports the Vision from that session of **encouraging a supportive environment for businesses, workforce, and economic development.**

### FINANCIAL CONSIDERATION:

The City does receive a portion of the liquor license fees paid to Iowa ABD. The portion received varies depending on the business.

### RECOMMENDATION:

Staff recommends the approval of The Brick Kitchen Special Class "C" Retail Alcohol License with a tentative effective date of November 16, 2025, to November 15, 2026.

License  
Administration

Item #1.



&lt; CITY OF INDEPENDENCE

## Alcohol Permit Review

CITY OF INDEPENDENCE

1908377808

&gt;

[Permit Details](#)

### Business Information

[Application Printable View](#)

Name of Legal Entity : THE BRICK KITCHEN, LLC

Business Type : Limited Liability - Single Member

SOS Business Number : 656465

### Permit/License Details

License Number : BW0098621

Premises DBA : THE BRICK KITCHEN

Premises Address : 330 1ST ST E STE B INDEPENDENCE IA  
50644-2815Permit/License Type : Special Class "C" Retail Alcohol License  
(BW)

Permit/License Length : 12 months

Permit/License Effective Date : 16-Nov-2025

Permit/License Expiration Date : 15-Nov-2026

Sales and Use Permit/License Number :

Premise Type : Specialty Shop

Contact Name : NATE WHITED

Contact Phone : 319-334-0398

Contact Phone Extension :

Contact Email Address : nate.whited@gmail.com

### Privileges

☐ Outdoor Service☐ Living Quarters

Provided description of the Outdoor Service area:

## Premises Information

Control of Premises : Own

Number of Floors : 1

Do you need to make changes to the owners listed? This can include removal of owners, new owners with at least 10% ownership, new board members, etc.

: No

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

: Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

: Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

: No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.

: No

Has the number of floors of the premises changed?

: No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.

: No

## Owners

Ownership Type	Owner	Owner Address	Date of Birth	US Citizen	Ownership Percentage
Individual	WHITED, MICHELLE	330 1ST ST E INDEPENDENCE IA 50644-2815		<input checked="" type="checkbox"/>	100.00

### Dramshop Information

Dramshop Provider

ILLINOIS CASUALTY CO

### Criminal History Details

Since the license was last issued, has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

Yes

No

Since the license was last issued, has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

Yes

No

Sketch of Premises



Cancel

Save Draft

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Your online session will timeout after 30 minutes of inactivity. All unsaved information will be lost.

Resources

- Frequently Asked Questions
- Contact Us
- Subscribe to Updates

Other Links

- State of Iowa Directory
- Website Policies



## CITY COUNCIL WORK SESSION DEPARTMENT REPORT

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**TO:** Matthew R. Schmitz, MPA – City Manager  
**FROM:** Brett Soukup – Airport Director  
**DATE OF MEETING:** December 1, 2025  
**ITEM TITLE:** Department Report – Airport

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### Fuel Sales

- 100LL: 575 Gallons
- Jet A: 196 Gallons

### Equipment

- The John Deere tractor has a check-engine light on. We are working on obtaining a new sensor and hope this resolves the issue.
- The dump truck has been outfitted with the plow and is nearly ready for snow operations.
- Service work on equipment will begin in the coming weeks, including:
  - Routine maintenance on the big tractor
  - Routine maintenance on the small mower
  - A full inspection and servicing of the large mower, including wheel bearings and belts

### Miscellaneous

- A student from Jesup High School spent a few hours onsite learning about airport operations. He is interested in becoming a pilot and/or airport manager, and we provided a tour and a discussion of airport functions.
- The big hangar has been leased to a transient aircraft, which is an excellent opportunity during this time of year to offer additional services.
- We received the FAA "GO" letter to begin work on assembling specifications for the tractor project. As part of this process, we were required to issue a Request for Qualifications (RFQ) for selecting a qualified engineering firm.



## CITY COUNCIL WORK SESSION DEPARTMENT REPORT

**TO:** Matthew R. Schmitz, MPA - City Manager

**FROM:** Matt Chesmore, Building Official

**DATE OF MEETING:** December 1st, 2025

**ITEM TITLE:** Department Report – Building/Code Enforcement

### **Building Department:**

In the months of October 1st, 2025, through November 30th, 2025, 45 Permits were issued.  
(see permit report for individual permit uses)

### **Code Enforcement:**

9 Letters of Violation's were sent in the months of June and July. (see Violation report)

**Abandon Property (657A.10B):** City attorney is currently handling 3 cases located at 204 3<sup>rd</sup> St NE, 416 9<sup>th</sup> Ave SE and 214 6<sup>th</sup> Ave SW

### **812 10<sup>th</sup> Street NE – Derelict property**

Staff solicited bids once by direct advertisement to the public, advertised RFQ's from any interested realtor, and then sent directly an RFQ to three local realtors to dispose of this property, with no response at any time. Staff is asking the Council for ideas and/or guidance regarding the next step in disposing of this property.

### **Planning and Zoning:**

Planning and Zoning met on October 7 where it was moved to recommend to City Council to approve Article 17 Signs amendment and add it to the City Ordinances. Planning and zoning met again on November 4 where they made the recommendation to City Council to hold a public hearing regarding the rezoning of parcel 1009251014 from A-1 to R-2.

### **Board of Adjustments:**

No Activity

### **Flood Plain Administration:**

Property located at 400 2<sup>nd</sup> St NW has been bought by Douglas Cue and he has shown interest in building a small home on this parcel. Staff has been in contact with both DNR and U.S. Corp of Engineers. Both the DNR and USACE have approved this type of project. Mr. Cue is researching costs to elevate the structure and will contact staff as he make his decisions.

### **Training:**

No activity

## Complaints previous two months (set date range)

Entry Date	Complaint Location	Complaint Description	Complaint Status
October 7, 2025	815 7TH AVE NE, INDEPENDENCE 50644	Parking violation	Violation Issued
October 14, 2025	606 6TH ST SW, INDEPENDENCE 50644	Work without permit. Spoke to workers and they said their foreman was in route to obtain permit. Follow up: Permit was obtained.	Unsubstantiated
October 16, 2025	514 3RD AVE NE, INDEPENDENCE 50644	Front yard parking violation	Violation Issued
October 31, 2025	1000 9TH AVE SW, INDEPENDENCE 50644	Not sure if this place has a business permit? The junked cars are now being moved into to the back yard. Still not sure why the city can't make a decision as to how to deal with these types of eye sores. Because this is not addressed the problem keeps getting bigger. Sure would like to hear an explanation why this isn't getting any attention.	Violation Issued
November 3, 2025	710 9TH AVE NE, INDEPENDENCE 50644	Debris around yard	Unsubstantiated
November 3, 2025	712 9TH AVE NE, INDEPENDENCE 50644	Debris thrown around yard	Unsubstantiated
November 3, 2025	712 9TH AVE NE, INDEPENDENCE 50644	Illegal yard parking	Substantiated
November 13, 2025	604 6TH AVE NE, INDEPENDENCE 50644	Junk in rear yard	Violation Issued

## 8 Complaints



## All Violations last two months - Set Date Range

Violation Date	Violation Location	Violation Subtype	Violation Status	Violation Notes
October 2, 2025	114 6TH AVE NW, INDEPENDENCE 50644	Trash, Junk & Debris	Void	Furniture on ROW over 24hrs
October 8, 2025	815 7TH AVE NE, INDEPENDENCE 50644	Junked Motor Vehicle Violation	Closed/Resolved	Older vehicle on jack stands parked in driveway.
October 17, 2025	514 3RD AVE NE, INDEPENDENCE 50644	Parking on an Unimproved Surface	Closed/Resolved	Front yard parking violation
October 17, 2025	514 3RD AVE NE, INDEPENDENCE 50644	Junked Motor Vehicle Violation	Closed/Resolved	Junk vehicle (Chevy Truck) in side yard
October 20, 2025	509 9TH AVE SE, INDEPENDENCE 50644	Nuisance Enumerated	Closed/Resolved	Brush piled up in front yard
October 28, 2025	114 6TH AVE NW, INDEPENDENCE 50644	Nuisance Enumerated	Closed/Resolved	Sofa discarded in ROW
October 28, 2025	714 8TH AVE NW, INDEPENDENCE 50644	Junked Motor Vehicle Violation	Closed/Resolved	Junk vehicle
October 27, 2025	1000 9TH AVE SW, INDEPENDENCE 50644	Parking on an Unimproved Surface	Violation Notice Sent	Multiple vehicles parked in side yard on unimproved surface.  1) Remove vehicles from side yard where there is not a all-weather surface 2) All weather parking in side yard is not to exceed 40% of the side yard
November 13, 2025	604 6TH AVE NE, INDEPENDENCE 50644	Trash, Junk & Debris	Violation Notice Sent	Junk in rear yard

## 9 Violations

## All Permits issued previous 2 months - Set Date Range

File Date	Location	Permit Type	Permit Use	Fee Amount	Permit Date	Project Value
November 10, 2025	708 Bluebird Ct SW (Bldg #25914-0011)	Residential	Building	\$523.00	November 12, 2025	\$320,000
November 10, 2025	607 Bluebird Ct SW (Bldg #25914-0022)	Residential	Building	\$522.00	November 10, 2025	\$320,000
<b>Subtotal For Building (2 Records)</b>				\$1,045.00		\$640,000
November 24, 2025	707 5TH AVE NE, INDEPENDENCE 50644	Residential	Excavation	\$0.00	November 24, 2025	\$0
October 21, 2025	1938 LOVERS LANE BLVD SW	Residential	Excavation	\$0.00	October 21, 2025	\$0
November 24, 2025	618 2ND AVE NE, INDEPENDENCE 50644	Commercial	Excavation	\$0.00	November 24, 2025	\$0
<b>Subtotal For Excavation (3 Records)</b>				\$0.00		\$0
October 17, 2025	511 7TH AVE NE, INDEPENDENCE 50644	Residential	Fence	\$46.00	October 17, 2025	\$2,248
October 15, 2025	600 1ST ST E, INDEPENDENCE 50644	Residential	Fence	\$58.00	October 27, 2025	\$4,967
October 24, 2025	315 16TH AVE NE, INDEPENDENCE 50644	Residential	Fence	\$58.00	October 27, 2025	\$4,015
<b>Subtotal For Fence (3 Records)</b>				\$162.00		\$11,230
October 7, 2025	613 6TH ST SW, INDEPENDENCE 50644	Residential	Mechanical (HVAC)	\$20.00	October 10, 2025	\$900
October 21, 2025	504 6TH AVE SW, INDEPENDENCE 50644	Residential	Mechanical (HVAC)	\$90.00	November 12, 2025	\$9,500
November 3, 2025	1001 REBECCA CT, INDEPENDENCE 50644	Residential	Mechanical (HVAC)	\$94.00	November 12, 2025	\$11,000
October 30, 2025	500 2ND AVE SW, INDEPENDENCE 50644	Residential	Mechanical (HVAC)	\$58.00	November 12, 2025	\$4,800
October 31, 2025	707 5TH AVE NE, INDEPENDENCE 50644	Residential	Mechanical (HVAC)	\$94.00	November 12, 2025	\$10,750
November 21, 2025	1938 LOVERS LANE BLVD SW	Residential	Mechanical (HVAC)	\$94.00	November 26, 2025	\$10,750
<b>Subtotal For Mechanical (HVAC) (6 Records)</b>				\$450.00		\$47,700

File Date	Location	Permit Type	Permit Use	Fee Amount	Permit Date	Project Value
November 14, 2025	713 Bluebird Ct SW (Bldg #25914-0031)	Residential	New Construction	\$522.00	November 19, 2025	\$320,000
September 29, 2025	1938 LOVERS LN BLDV SW, INDEPENDENCE IOWA 50644	Residential	New Construction	\$1,225.00	October 6, 2025	\$400,000
November 14, 2025	715 Bluebird Ct SW (Bldg #25914-0032)	Residential	New Construction	\$523.00	November 19, 2025	\$160,000
<b>Subtotal For New Construction (3 Records)</b>				\$2,270.00		\$880,000
October 27, 2025	318 3RD AVE SE, INDEPENDENCE 50644	Residential	Plumbing	\$112.00	November 12, 2025	\$13,165
October 24, 2025	618 3RD ST SE, INDEPENDENCE 50644	Residential	Plumbing	\$64.00	October 24, 2025	\$5,150
September 3, 2025	118 TERRACE DR, INDEPENDENCE 50644	Residential	Plumbing	\$32.00	November 12, 2025	\$1,525
<b>Subtotal For Plumbing (3 Records)</b>				\$208.00		\$19,840
October 14, 2025	600 11th Ave NE Independence Iowa 50644	Commercial	Remodel/Addition	\$416.00	October 14, 2025	\$87,000
October 23, 2025	203 10TH ST NE, INDEPENDENCE 50644	Residential	Remodel/Addition	\$90.00	October 23, 2025	\$9,500
November 7, 2025	208 7TH AVE SE, INDEPENDENCE 50644	Residential	Remodel/Addition	\$350.00	November 24, 2025	\$65,000
November 12, 2025	409 3RD ST SE, INDEPENDENCE 50644	Residential	Remodel/Addition	\$172.00	November 12, 2025	\$24,000
October 2, 2025	500 6TH AVE SW, INDEPENDENCE 50644	Residential	Remodel/Addition	\$253.00	October 2, 2025	\$40,000
November 3, 2025	1010 3RD AVE SE, INDEPENDENCE 50644	Residential	Remodel/Addition	\$136.00	November 3, 2025	\$17,001
October 3, 2025	1207 6TH ST NE, INDEPENDENCE 50644	Residential	Remodel/Addition	\$238.00	October 3, 2025	\$36,000
November 3, 2025	400 13TH AVE NE, INDEPENDENCE 50644	Residential	Remodel/Addition	\$94.00	November 3, 2025	\$10,000
October 9, 2025	1610 3RD ST NE, INDEPENDENCE 50644	Commercial	Remodel/Addition	\$46.00	October 9, 2025	\$2,800

File Date	Location	Permit Type	Permit Use	Fee Amount	Permit Date	Project Value
			<b>Subtotal For Remodel/Addition (9 Records)</b>	\$1,795.00		\$291,301
October 16, 2025	Enterprise Dr SW	Zoning Board	Rezoning Request	\$250.00	November 12, 2025	\$0
			<b>Subtotal For Rezoning Request (1 Records)</b>	\$250.00		\$0
November 7, 2025	810 4TH ST NE, INDEPENDENCE 50644	Residential	Right-of-Way (Approach/Sidewalk)	\$0.00	November 7, 2025	\$0
June 3, 2025	1404 6TH AVE SW, INDEPENDENCE 50644	Residential	Right-of-Way (Approach/Sidewalk)	\$0.00	November 12, 2025	\$1,500
			<b>Subtotal For Right-of-Way (Approach/Sidewalk) (2 Records)</b>	\$0.00		\$1,500
October 29, 2025	313 4TH AVE SE, INDEPENDENCE 50644	Residential	Roofing	\$208.00	October 31, 2025	\$30,635
November 5, 2025	810 3RD AVE SW, INDEPENDENCE 50644	Residential	Roofing	\$118.00	November 5, 2025	\$14,400
October 15, 2025	415 10TH AVE NW, INDEPENDENCE 50644	Residential	Roofing	\$12.00	October 15, 2025	\$5,500
October 15, 2025	100 7TH ST NE, INDEPENDENCE 50644	Residential	Roofing	\$30.00	October 15, 2025	\$1,500
October 15, 2025	310 11TH AVE NE, INDEPENDENCE 50644	Residential	Roofing	\$64.00	October 15, 2025	\$5,500
October 14, 2025	606 6TH ST SW, INDEPENDENCE 50644	Residential	Roofing	\$52.00	October 14, 2025	\$3,400
November 13, 2025	318 RIDGEVIEW DR SE, INDEPENDENCE 50644	Residential	Roofing	\$118.00	November 13, 2025	\$15,000
October 3, 2025	205 5TH ST NE, INDEPENDENCE 50644	Residential	Roofing	\$90.00	October 3, 2025	\$9,943
			<b>Subtotal For Roofing (8 Records)</b>	\$692.00		\$85,878
October 9, 2025	1208 1ST ST W, INDEPENDENCE 50644	Clerk	Solicitor/Peddler	\$50.00	October 9, 2025	\$0

File Date	Location	Permit Type	Permit Use	Fee Amount	Permit Date	Project Value
<b>Subtotal For Solicitor/Peddler (1 Records)</b>				\$50.00		\$0
October 17, 2025	1106 6TH ST NE, INDEPENDENCE 50644	Residential	Water Heater	\$32.00	November 12, 2025	\$1,525
October 10, 2025	1109 6TH ST NE, INDEPENDENCE 50644	Residential	Water Heater	\$32.00	November 12, 2025	\$1,525
September 30, 2025	306 6TH ST SE, INDEPENDENCE 50644	Residential	Water Heater	\$28.00	October 6, 2025	\$1,350
October 21, 2025	314 15TH AVENUE PL, INDEPENDENCE 50644	Residential	Water Heater	\$30.00	November 12, 2025	\$1,425
<b>Subtotal For Water Heater (4 Records)</b>				\$122.00		\$5,825
<b>T O T A L - 45 Records</b>				\$7,044.00		\$1,983,274



## CITY COUNCIL WORK SESSION DEPARTMENT REPORT

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**TO:** Matthew R. Schmitz, MPA – City Manager

**FROM:** Brad Esch – Streets Director

**DATE OF MEETING:** December 1, 2025

**ITEM TITLE:** Department Report – Streets

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Street sweeping services are concluding for the fall leaf season.

Cold mix pothole blacktopping repairs.

Storm sewer intake repairs.

8<sup>th</sup> Ave. Water main, concrete/fill hauling in progress.

Two damaged light poles on the bridge have been replaced.

Several trees trimmed and removed on Lovers Lane for light pole installation.

Routine maintenance at Tree Dump. TW grinding completed the large log and storm damage grinding.

Winter salt contract in place for the upcoming season. Sand and salt mixed.

Plow trucks are prepped and ready for winter operations.

Worked with Parks and Rec. on several projects. Completed resurfacing of the campground parking lot.

Ongoing street department duties.



## CITY COUNCIL WORK SESSION DEPARTMENT REPORT

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**TO:** Matthew R. Schmitz, MPA – City Manager  
**FROM:** Travis Foley – Utilities Director  
**DATE OF MEETING:** December 1, 2025  
**ITEM TITLE:** Department Report – Utilities

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### Wastewater

- Routine repairs and maintenance.
- Our chlorination process ended on November 15<sup>th</sup>. This will start again on March 15<sup>th</sup>.

### Water

- Fall hydrant flushing has been completed.
- We are working on preparing for next spring's projects that will align with the next street overlay project.
- Replaced a fire hydrant on 17<sup>th</sup> Ave. NW.
- Lowered some main valves and curb stops that were sticking up in the sidewalks.
- Well #3 has been pulled and is currently being repaired. Each well is on a seven-year cycle to have this done.

### Sewer Collection

- We had a VFD for a pump and the transformer for the transfer switch fail at the Lover's Lane Lift Station. The VFD has been replaced, but we are waiting for parts for the switchgear.
- We have been televising sewer lines and are prioritizing a list of needed repairs.
- Our yearly sewer cleaning has been completed on the SW side of town.



## CITY COUNCIL WORK SESSION MEMORANDUM

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**TO:** City Council

**FROM:** Matthew R. Schmitz, MPA - City Manager

**DATE OF MEETING:** December 1, 2025

**ITEM TITLE:** WWTP Replacement Project Update

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### DISCUSSION:

Bradley Lake from Strand Engineering will be present to give the Council an update on the current status of the Wastewater Treatment Plant Replacement Project.

Attached for review are the following items:

- Progress Report with current Schedule
- Engineering Amendment for Bidding and Construction Administration Services – examples of other projects.
- The Draft Agreement for Bidding and Construction Related Services.

Of note, the City Attorney and I are working through a few small items we would like to see changed in the proposed Agreement.

### RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.



## City of Independence Wastewater Treatment Plant Modifications Progress Report by Strand Associates December 1, 2025 Workshop

Strand and City staff met with the Iowa DNR Loan Staff on August 27 following the Loan (IUP) Application submittal on August 7. The DNR Loan Staff explained the Loan Approval timeline officially started September 3 and the process for loan approval is estimated to take a minimum of 6 to 9 months but could take more time depending on the Environmental Review process and subsequent findings.

### Anticipated Project Schedule

~~\*August 7, 2025 – Submittal of IUP Application (for Loan) and Facilities Plan to DNR~~

~~\*September 3, 2025 – DNR Loan Department begins Environmental Review Process~~

~~\*September 9, 2025 – Meeting with City's bond counsel.~~

~~\*October 24, 2025 – Strand provides draft Advertisement for Bids to City Bond Counsel for Review.~~

~~\*November 3, 2025 – Strand provides project update at City Council Workshop.~~

\*November 10, 2025 - Anticipated DNR Approval of Facilities Plan. I am contacting DNR weekly for updates.

~~\*November 17, 2025 – Strand receives final comments from Bond Counsel for finalizing Advertisement for Bids.~~

\*November 26, 2025 - The finalized Advertisement for Bids is distributed in the City Council Workshop packets along with the draft engineering agreement for bidding and construction phase services and a breakdown comparison of the fee to similar recent projects.

\*December 1, 2025 - Strand provides update at City Council Workshop including 1) upcoming public hearing for the Environmental Information Document (EID), 2) Advertisement for Bids, and 3) agreement for bidding and construction administration engineering services.

\*December 8, 2025 - City Council holds Public Hearing for EID, signs required forms, and sends to the Iowa DNR. City Council considers approval of engineering agreement for bidding and construction administration services. City considers approval of the Advertisement for Bids for publishing.

\*January 10 or 12, 2026 - Advertisement for Bids published.

\*January 15, 2026 - Anticipated DNR Approval of Drawings/Specifications and Issuance of Construction Permit (exact date of approval depends on DNR workload).

\*February 2, 2026 - Pre-Bid Meeting held by Strand at WWTP or City Hall @ 1PM followed by Site Walk-thru. Strand provides update at City Council Workshop @ 530 PM.

\*February 24, 2026 - Bid Opening.

\*March 2, 2026 - Strand provides update at City Council Workshop.

\*March 9 or 23, April 13 or 27, 2026 - City Awards Project to Lowest Responsible Bidder.

\*May/June 2026 - Construction Contract Signed and Notice to Proceed Issued to Contractor.

\*June 2026 - Construction Period Begins (Contractor cannot mobilize until Loan is Approved - Loan Approval is Expected sometime between June to September 2026).

\*August/September/October 2026 - Contractor Mobilizes.

\*December 2029 - Construction Complete (approximate 3 year-6 month estimated construction period).

**Bidding-Phase Services projected to begin as early as November, 2025**

**Construction-Phase Services projected to begin as early as April/May, 2026**

**Questions from City Council/Staff?**

City of Independence  
WWTP Modifications

Engineering Amendment for Bidding and Construction Administration Services

	Example Project #1 (1076.037) WWTP Modifications	Example Project #2 (4429.014) WWTP Modifications	Independence, IA (4755.002) WWTP Modifications
Construction Cost	\$46,363,000	\$53,000,000	\$45,000,000 to \$49,000,000
Construction Timeline (Months)	38	36	42
Construction Begins	October, 2025	July, 2024	2nd Quarter 2026

Engineering Tasks:

Bidding Services	\$40,000		\$75,000
Contract Administration	\$1,986,000		\$1,917,000
On-Site Engineer (RPR)	\$1,314,000		\$1,435,000
Start-Up and Training	\$191,000		\$191,000
O&M Manual	\$148,000		\$130,000
Record Drawings	\$30,000		\$22,000
SCADA Services	\$214,000		\$194,000
Loan Assistance	\$32,000		\$21,000
Ongoing Assistance	\$21,000	---	---
Total	\$3,976,000	\$3,600,000	\$3,985,000
Avg Cost per Month of Construction	\$104,600	\$100,000	\$94,900



# OWNER REVIEW

Strand Associates Item #6.  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608.251.4843  
[www.strand.com](http://www.strand.com)

## DRAFT

November 20, 2025

City of Independence  
2018 Three Elms Park Road  
Independence, IA 50644

Attention: Mr. Travis Foley, Utilities Department Director

Re: Agreement for Bidding- and Construction-Related Services  
Wastewater Treatment Plant (WWTP) Modifications Project

This is an Agreement between the City of Independence, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide Bidding- and Construction-Related Services (Services) for the WWTP Modifications project. This Agreement shall be in accordance with the following elements.

### Scope of Services

ENGINEER will provide the following Services to OWNER.

#### Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com). Submit Advertisement to Bid to OWNER for publishing.
2. Attend and conduct a prebid meeting.
3. Prepare and issue addenda, as needed. Answer contractor questions during bidding.
4. Attend the bid opening, tabulate and analyze bid results, prepare a summary letter of the bid results, and assist OWNER in the award of the Construction Contract.
5. Prepare two sets of Contract Documents for signature.
6. Prepare one electronic copy of Contract Documents for the funding agency as a portable document format (PDF) file.

#### Construction-Related Services

Services are based on an anticipated construction schedule and construction contract dates including a Notice to Proceed date of June 14, 2026; a substantial completion date of September 30, 2029 (approximately 39 months from Notice to Proceed); and a final completion date of December 31, 2029 (approximately 42 months from Notice to Proceed).

1. Contract Administration
  - a. Review an initial schedule of values and list of subcontractors and suppliers.
  - b. Review and respond to the construction contractor's requests for information.
  - c. Review the contractor's schedule each month for up to 42 months of construction.
  - d. Send cost proposal requests to OWNER for review and to the contractor for possible changes in work scope.
  - e. Process the contractor's change orders.
  - f. Review shop drawings. Up to two submittal reviews have been included for each specification item. Additional reviews shall be considered additional services.

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- g. Attend the preconstruction conference and prepare and distribute agenda and meeting minutes.
  - h. Attend up to 42 monthly construction progress meetings with the project manager (PM) and resident project representative (RPR). Prepare agenda and minutes for each meeting.
  - i. Review monthly payment requests.
  - j. Conduct one partial utilization review each for the Headworks Building, oxidation ditches, final clarifiers, Return Activated Sludge Pumping Building, Blower and UV Building, aerobic sludge digesters, Sludge Storage Tanks No. 2 and No. 3, Administration Building, Storage Building, and overall site. Conduct one substantial completion review for each with the PM to develop lists of items to be completed or corrected by the contractor.
  - k. Conduct one final completion review with OWNER and the contractor.
- 2. RPR Services
  - a. Provide up to 7,550 hours of RPR services to observe construction, which is an average of 45 hours per week over a 39-month project duration. It is anticipated some weeks will require more than 45 hours of RPR and other weeks will require less, as the contractor's work varies throughout the course of the project. RPR time includes office time for RPR-related tasks and drive time for the RPR to and from site from ENGINEER's Madison, Wisconsin, office.
  - b. Observe tests, equipment, and system start-ups associated with the services.
- 3. Start-up and Training

Provide up to 950 hours of start-up assistance including consultation with OWNER, observation of start-up and training by equipment manufacturers, response to operators' inquiries, and attendance at classroom training sessions. One start-up meeting for each piece of equipment specified in Divisions 41, 43, and 46 is anticipated. Additional start-up meetings, testing, and training will require an amendment to this Agreement.
- 4. Operation and Maintenance (O&M) Manual
  - a. Prepare an O&M Manual for the project including written narratives, figures, and descriptive tables to assist the operators in operation of existing and new processes.
  - b. Prepare one hard copy and one electronic version of the O&M manual update for new wastewater treatment processes.
  - c. Organize equipment O&M manuals provided by manufacturers and deliver to OWNER for OWNER's use.
- 5. Record Drawings

Prepare record drawings based on the contractor's markup drawings. Record drawings will be transmitted to OWNER in both paper and electronic portable document format on a flash drive. ENGINEER is providing drafting services for underground utilities only based on the records presented to ENGINEER by the contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by the contractor and OWNER.
- 6. Supervisory Control and Data Acquisition (SCADA) Services
  - a. Develop SCADA system real-time process control and monitoring capabilities and incorporate for OWNER's WWTP.
  - b. Develop real-time and historical trending capabilities for process information monitored at the SCADA system human-machine interface (HMI) computers and incorporate into OWNER's existing HMI software.

- c. Attend contractor-led factory acceptance testing at the contractor's facility for new programmable logic controller (PLC)-based control panels provided by the contractor. Factory acceptance testing will include testing PLC inputs and outputs and their representation on the new SCADA system HMI graphics, and new process control logic. This includes up to two five-day trips to the contractor's testing facility.
  - d. Attend contractor-led site acceptance testing at the WWTP for new PLC-based control panels provided by the contractor. Site acceptance testing will include testing PLC inputs and outputs and new process control logic. This includes up to three four-day trips and one two-day trip to the WWTP.
7. Loan Assistance Services
- a. Assist OWNER's financial consultant with a Clean Water Fund loan with the Iowa Department of Natural Resources (IDNR).
  - b. Prepare up to 42 monthly IDNR requests for loan disbursement during construction, including applicable attachments. Submit the monthly requests for IDNR loan disbursement with OWNER's signature to the IDNR electronically.

**If-Authorized Services**

Provide the following construction-related services via an amendment to this Agreement.

- 1. Assist OWNER during the 12-month construction warranty review with the contractor.
- 2. Provide up to 300 hours of ongoing assistance to OWNER during the period following the project's final completion and extending through the contractor's 12-month warranty period. Services will include office time and on-site time to assist with contractor or equipment warranty issues and answering OWNER's questions about the operation of WWTP.

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

- 1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
- 2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
- 3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
- 4. Flood Studies: Any services involved in performing flood and floodway studies.
- 5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
- 6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.
- 7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

8. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
9. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
10. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
11. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
12. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

**Compensation**

OWNER shall compensate ENGINEER an overall fee of \$3,985,000 generally allocated as follows, which allocation may change without changes to the overall fee:

Scope Item	Compensation	Method
Bidding-Related Services	\$ 75,000	Lump Sum
Construction-Related Services		
Contract Administration	\$1,917,000	Lump Sum
RPR Services	\$1,435,000	Hourly Rate + Expenses
Start-Up and Training Services	\$ 191,000	Lump Sum
O&M Manual	\$ 130,000	Lump Sum
Record Drawings	\$ 22,000	Lump Sum
SCADA Services	\$ 194,000	Lump Sum
Loan Assistance Services	\$ 21,000	Lump Sum
Total	<u>\$3,985,000</u>	

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sums and estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sums and estimated fee that reflects any wage scale adjustments made.

The lump sums and estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

**Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of December 8, 2025. Services are scheduled for completion in accordance with the following anticipated milestones:

<u>Scope Item</u>	<u>Anticipated Date of Completion</u>
Bidding-Related Services	February 24, 2026
Construction-Related Services	December 31, 2029
If-Authorized Services	December 31, 2030

**Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

**Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

**Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.



### Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

### Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

### Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

## Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

## Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in District Court in and for Buchanan County within the State of Iowa.

## Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

## Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF INDEPENDENCE, IOWA

# DRAFT

# DRAFT

Joseph M. Bunker  
Corporate Secretary

Date

Matthew Schmitz  
City Manager

Date

# DRAFT

Susi Lampe  
Assistant City Manager/City Clerk

Date



## CITY COUNCIL WORK SESSION MEMORANDUM

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**TO:** City Council

**FROM:** Matthew R. Schmitz, MPA – City Manager

**DATE OF MEETING:** December 1, 2025

**ITEM TITLE:** Ordinance Amendment to Chapters 76 and 77 (Electric Scooters, Bikes, etc.)

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### DISCUSSION:

During the July 28, 2025, City Council Meeting, Staff was asked to add a discussion item to the next City Council Work Session regarding Electric Scooters and their operation on City Sidewalks.

The item was tabled at the August 4, 2025, Work Session and then discussed again at the September 2<sup>nd</sup> Work Session.

Following discussion at the Sept. 2<sup>nd</sup> Meeting, Staff has worked with the City Attorney to create the attached Ordinance updating this section of code and adding provisions as discussed in the past regarding Electric Scooters, etc.

Following the discussion at the Nov. 3<sup>rd</sup> meeting, staff again collaborated with the City Attorney to develop the attached ordinance, aiming to incorporate the Council's instructions from that meeting. The instructions included adding a 10-mph speed limit on sidewalks and reviewing signage on the trails to ensure that no \*motorized\* vehicles are permitted, compared to the current rule that no \*motor\* vehicles are allowed on the trails.

The Draft Ordinance is included for discussion.

The City Attorney working on this matter will be present for discussion and to help guide the Council on the topic's legal implications.

### RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

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

**AN ORDINANCE AMENDING CHAPTERS 76 (BICYCLE REGULATIONS) AND 77 (SKATEBOARDS, ROLLER SKATES, AND IN-LINE SKATES) OF THE CITY CODE OF ORDINANCES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, IOWA:**

**SECTION 1. PURPOSE.** The purpose of this ordinance is to amend and add to certain provisions of Chapters 76 and 77 of the City Code to regulate the use, operation, and penalties for violations of bicycles, electric micromobility devices, and skateboards, roller skates and in-line skates in the City.

**SECTION 2. SECTIONS AMENDED IN CHAPTER 76.** The following sections are hereby amended as follows with underlined text indicating language added and struck through text indicating language removed.

**76.01 SCOPE OF REGULATIONS.**

These regulations shall apply whenever a bicycle or micromobility device is operated upon any street or upon any public path set aside for the exclusive use of bicycles or micromobility devices, subject to those exceptions stated herein. However, these regulations do not apply to any law enforcement officer operating a bicycle or micromobility device while on duty and acting in the office line of duty. Further, these regulations do not apply to individuals operating an OPDMD as a reasonable accommodation due to a disability.

**76.02 TRAFFIC CODE APPLIES; SIGNALS FOR BICYCLE AND SCOOTER OPERATORS.**

Every person riding a bicycle or micromobility device upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application. Whenever such person dismounts from a bicycle or micromobility device, the person shall be subject to all regulations applicable to pedestrians.

- A. For bicyclists and persons operating a micromobility device, signals shall be given in the following manner:
1. Left turn: left hand and arm extended horizontally to the left.
  2. Right turn: left arm extended out sideways bent at a 90° angle at the elbow joint, hand pointing upward and the palm of the hand facing forward or right hand and arm extended horizontally to the right.
  3. Stop or decrease of speed: left arm extended out sideways bent at a 90° angle at the elbow joint, hand pointing downward and the palm of the hand rear facing.

### **76.03 DOUBLE RIDING RESTRICTED.**

A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle or micromobility device shall be used to carry more persons at one time than the number for which it is designed and equipped.

### **76.04 TWO ABREAST LIMIT.**

Persons riding bicycles or micromobility devices upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles or micromobility devices. All bicycles or micromobility devices ridden on the roadway shall be kept to the right and shall be operated as near as practicable to the right-hand edge of the roadway.

### **76.05 SPEED.**

No person shall operate a bicycle or micromobility device at a speed greater than is reasonable and prudent under the conditions then existing.

### **76.06 EMERGING FROM ALLEY OR DRIVEWAY.**

The operator of a bicycle or micromobility device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

### **76.07 CARRYING ARTICLES.**

No person operating a bicycle or micromobility device shall carry any package, bundle or article that prevents the rider from keeping at least one hand upon the bicycles or micromobility devices intended handlebars.

### **76.08 RIDING ON SIDEWALKS.**

1. Business District. No person shall ride a bicycle or micromobility device upon a sidewalk within the Business District, as defined in Section 60.02(1) of this Code of Ordinances.
2. Other Locations. When signs are erected on any sidewalk or roadway prohibiting the riding of bicycles or micromobility device thereon by any person, no person shall disobey the signs.
3. Yield Right-of-Way. Whenever any person is riding a bicycle or micromobility device upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing.

### **76.09 TOWING.**

It is unlawful for any person riding a bicycle or micromobility device to be towed or to tow any other vehicle upon the streets of the City unless the vehicle is manufactured for such use.

## 76.10 IMPROPER RIDING.

No person shall ride a bicycle or micromobility device in an irregular or reckless manner such as zigzagging, stunting, speeding, or otherwise so as to disregard the safety of the operator or others.

## 76.11 PARKING.

No person shall park a bicycle or micromobility device upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle, or micromobility device, or against a building or at the curb, in such a manner as to afford the least obstruction to pedestrian traffic.

## 76.12 EQUIPMENT REQUIREMENTS.

Every person riding a bicycle or micromobility device shall be responsible for providing and using equipment as provided herein:

1. Lamps Required. Every bicycle or micromobility device when in use at nighttime shall be equipped with a lamp on the front emitting a white light visible from a distance of at least 300 feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear, except that a red reflector on the rear, of a type that is visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle, may be used in lieu of a rear light.
2. Brakes Required. Every bicycle or micromobility device shall be equipped with a brake that will enable the operator to make the braked wheel skid on dry, level, clean pavement.

## 76.13 SPECIAL PENALTY.

Any person violating the provisions of this chapter may, in lieu of the scheduled fine or standard penalty provided for violations of this Code of Ordinances, allow the person's bicycle or micromobility device to be impounded by the City for not less than five days for the first offense, 10 days for a second offense and 30 days for a third offense.

1. A person that does not voluntarily agree to impound their bicycle or micromobility device will be issued a notice of the special penalty contained in this chapter and may be subject to a scheduled fine or standard penalty provided for violations of this Code of Ordinances. The notice shall contain the following:
  - a. A summary of the offense;
  - b. an explanation of the special penalty under this chapter;

- c. an explanation that as a result of their refusal to impound their bicycle or micromobility device, future violations will be treated as a municipal infraction and subject to applicable penalties;
  - d. an explanation that in the event the City is unable to obtain consent for impoundment from a minor offender and the minor's parent or legal guardian, the parent or legal guardian shall be liable for any municipal infraction arising from the minor's subsequent offenses;
  - e. an explanation that agreement to allow impounding is voluntary;
  - f. the location of the impound facility.
2. If the person whose bicycle or micromobility device is subject to impoundment is under the age of 18 and refuses to voluntarily relinquish the bicycle or micromobility device, the City may seek consent for impoundment from the minor's parent or legal guardian. The parent or guardian's voluntary agreement shall be deemed sufficient authorization for the City to take possession of the bicycle or micromobility device in accordance with this chapter.
  3. If the person whose bicycle or micromobility device is subject to impoundment is under the age of 18, refuses to voluntarily relinquish the bicycle or micromobility device, and the City is unable to obtain consent from the minor's legal parent or guardian, the City shall issue the notice as provided in section 76.13(1) and subsequent offenses will be treated as municipal infractions.

**SECTION 3. SECTIONS ADDED IN CHAPTER 76.** The following reflects entirely new sections of Chapter 76 of the Independence Code of Ordinances and therefore no struck through, or underlined language is included.

## **76.15. DEFINITIONS.**

As used in this chapter, the following terms shall have the meanings indicated:

**BICYCLE** – Either of the following:

- A. A device having two or three wheels and having at least one saddle or seat for the use of a rider, which is propelled by human power.
- B. A device having two or three wheels with fully operable pedals and an electric motor of less than 750 watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than 20 miles per hour.

**MICROMOBILITY DEVICE** – means any device not a bicycle or an OPDMD, designed to carry one rider or operator, where such device is equipped with an electric motor of less than seven hundred fifty watts, and where such device is not required to be licensed or registered by the State of Iowa. Micromobility devices may be propelled either by the power of the rider or by an electric motor or a combination thereof. Micromobility devices include, but are not limited to, electric

unicycles, electric tricycles, electric stand-up scooters, electric sit-down scooters, and motorized skateboards.

OTHER POWER-DRIVEN MOBILITY DEVICE (“OPDMD”) – means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.

**SECTION 4. SECTIONS AMENDED IN CHAPTER 77.** The following section is hereby amended as follows with underlined text indicating language added and struck through text indicating language removed.

#### **77.05 SPECIAL PENALTY.**

Any person violating the provisions of this chapter may, in lieu of the scheduled fine or standard penalty provided for violations for the Code of Ordinances, allow such person’s skateboard, roller skates or in-line skates to be impounded by the City for not less than five days for the first offense, 10 days for the second offence and 30 days for a third offense. Punishment for fourth and additional offenses shall revert to the scheduled fines and standard penalties provided for violations of this Code of Ordinances.

1. A person that does not voluntarily agree to impound their skateboard, roller skates or in-line skates will be issued a notice of the special penalty contained in this chapter and may be subject to a scheduled fine or standard penalty provided for violations of this Code of Ordinances. The notice shall contain the following:
  - a. A summary of the offense;
  - b. an explanation of the special penalty under this chapter;
  - c. an explanation that as a result of their refusal to impound their skateboard, roller skates or in-line skates, future violations will be treated as a municipal infraction and subject to applicable penalties;
  - d. an explanation that in the event the City is unable to obtain consent for impoundment from a minor offender and the minor’s parent or legal guardian, the parent or legal guardian shall be liable for any municipal infraction arising from the minor’s subsequent offenses;
  - e. an explanation that agreement to allow impounding is voluntary;
  - f. the location of the impound facility.
2. If the person whose skateboard, roller skates or in-line skates is subject to impoundment is under the age of 18 and refuses to voluntarily relinquish the skateboard, roller skates or in-line skates, the City may seek consent for impoundment from the minor’s parent or legal guardian. The parent or guardian’s voluntary agreement shall be deemed sufficient



authorization for the City to take possession of the skateboard, roller skates or in-line skates in accordance with this chapter.

3. If the person whose skateboard, roller skates or in-line skates is subject to impoundment is under the age of 18, refuses to voluntarily relinquish the skateboard, roller skates or in-line skates, and the City is unable to obtain consent from the minor's legal parent or guardian, the City shall issue the notice as provided in section 77.05(1) and subsequent offenses will be treated as municipal infractions.

**SECTION 4. REPEALER.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5. 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 6. EFFECTIVE DATE.** This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Brad Bleichner, Mayor

ATTEST:

\_\_\_\_\_  
Susi Lampe, City Clerk

First Reading:

Second Reading:

Third Reading:

Final Approval Given:

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2025

\_\_\_\_\_  
Susi Lampe, City Clerk





## CITY COUNCIL WORK SESSION MEMORANDUM

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**TO:** City Council

**FROM:** Matthew R. Schmitz, MPA - City Manager

**DATE OF MEETING:** December 1, 2025

**ITEM TITLE:** Voluntary Annexation Application

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### DISCUSSION:

The City has received an Application for Voluntary Annexation from BCM Development, LLC and BCM Real Estate, LLC regarding property adjacent to the current corporate limits.

The application includes two private parcels: Parcel #1 (1009100003) and Parcel #2 (1009100001). To ensure contiguity and avoid creating an "island" of unincorporated territory, the annexation application also includes a City-owned parcel (Parcel #3: 1009100002) located between the two applicant parcels.

It is also important to note that the annexation of Parcel #1 cannot proceed without the inclusion of the parcel to the south, and Parcel #2 cannot proceed without the inclusion of other unnamed parcels located to the north. These adjacent properties must be included in the annexation process because the City cannot leave "islands" of unincorporated territory. The City will contact the owners of these northern parcels to discuss the contents of the application and the necessary inclusion of their property.

The applicants have submitted a Pre-Annexation Agreement, noting that their voluntary consent to annexation is contingent upon the City agreeing to the terms within. The proposed agreement includes the following conditions:

- **Zoning:** Upon annexation, the parcels will be zoned A-1 Agricultural District.
- **Permitted Uses:** The City agrees to allow the property to be used for FSA/CRP program enrollment, agricultural row-cropping, and the pasturing of cattle.
- **Infrastructure:** The City will have no obligation to install infrastructure to serve the property, such as water, sanitary sewer, storm sewer, or streets.

Attached for review are the following items:

- The Application for Voluntary Annexation.
- The Pre-Annexation Agreement.
- Exhibit A (Aerial Depiction) and Exhibit B (Legal Descriptions).

### RECOMMENDATION:

Staff recommends discussion of this topic. No action is needed at this meeting, as any decision items needed would be brought forward to a City Council meeting for approval.

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Prepared by: Douglas D. Herman, Lynch Dallas Legal, P.O. Box 2457, Cedar Rapids, IA 52406-2457; 319.365.9101

**APPLICATION FOR VOLUNTARY ANNEXATION**  
**City of Independence, Iowa**

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
INDEPENDENCE, IOWA:**

The undersigned, being the owners of property currently adjacent to the corporate limits of the City of Independence, Iowa as shown within “**Exhibit A**” attached hereto, disclosing the site location of the Parcels, by virtue of their common boundary with said adjacent property, same being by this reference made a part hereof as if set forth fully verbatim herein respectfully request that their property, consisting of two separate parcels owned by two separate and distinct entities, described below, be annexed to and made a part of the corporate territory of the City of Independence, Iowa. In support this Application, the undersigned state as follows:

1. The Owner of Parcel 1009100003 (Parcel #1), **BCM Development LLC**, an Iowa limited liability company, acquired Parcel #1 by Warranty Deed recorded on September 18, 2024 as Buchanan County, Iowa Recorder Instrument No. 2024R02470.
2. That Owner of Parcel 1009100001 (Parcel #2), **BCM Real Estate, LLC**, an Iowa limited liability company, acquired Parcel #2 by Warranty Deed recorded on September 18, 2024 as Buchanan County, Iowa Recorder Instrument No. 2024R02469.

3. That the Owners, by executing this Application, formally acknowledge their support for the Annexation of both Parcel #1 and Parcel #2 and consent to this Application being provided to the City Council for consideration, and thereafter the City Development Board and/or any other person or entity deemed necessary and appropriate, so that the Annexation may proceed to completion.
4. That the undersigned, as Parcel #1 and Parcel #2 owner representatives, are authorized to submit this Application.
5. That Parcel #1 and Parcel #2 will adjoin the corporate city limits of the City of Independence, Iowa by at least fifty (50) feet and are therefore contiguous.
6. That both Parcel #1 and Parcel #2 are within the urbanized area of the City of Independence and not within the urbanized area of any other City. (*Urbanized Area* being defined as any area of land within two miles of the boundaries of a City. Iowa Code §368.1(16))
7. That the undersigned have been informed that the City of Independence City Council, will take action to move forward with the annexation of a City owned parcel 1009100002 (Parcel #3), same being located between Parcel #1 and Parcel #2, to avoid a contiguity issue with regard to the proposed annexation of Parcel #2, which would, without the annexation of Parcel #3, leave Parcel #2 as an island.
8. That the undersigned are also aware of the fact that the annexation of Parcel #2 cannot move forward without the annexation of other unnamed parcels located to the north of Parcel #2, and understand that upon the submission of this Voluntary Application for Annexation to the City, the owners of said parcels to the north will be contacted by the City to discuss the contents hereof.

9. That the legal descriptions of Parcels #1, #2, and #3, same to be verified by the Buchanan County Auditor, is attached hereto as "**Exhibit B**" and by this reference incorporated within this Application as if same had been set forth fully verbatim herein.

Dated this 29 day of October, 2025.

**BCM DEVELOPMENT, LLC,**  
an Iowa limited liability company

By: Brian C. Eddy  
Brian C. Eddy, Member

By: Chad Ronnebaum  
Chad Ronnebaum, Member

By: Chad Ronnebaum  
Chad Ronnebaum, Successor Trustee  
Candis Ronnebaum Revocable Trust  
u/a dated December 2, 2024

By: Amy Sloan  
Amy Sloan, Successor Trustee  
Candis Ronnebaum Revocable Trust  
u/a dated December 2, 2024

**BCM REAL ESTATE, LLC,**  
an Iowa limited liability company

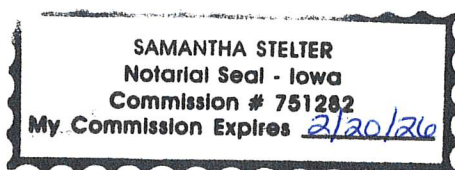
By: Brian C. Eddy  
Brian C. Eddy, Member

By: Chad Ronnebaum  
Chad Ronnebaum, Owner  
Madison Trust Company, Custodian  
FBO Chad Ronnebaum M24089684

By: Candis Ronnebaum  
Candis Ronnebaum, Owner  
Madison Trust Company, Custodian  
FBO Candis Ronnebaum  
M25043530

STATE OF IOWA                    )  
  )§  
COUNTY OF BUCHANAN    )

On this 30<sup>th</sup> day of November, 2025, before me personally appeared **BRIAN C. EDDY** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.



Samantha Stelter  
Notary Public, State of Iowa

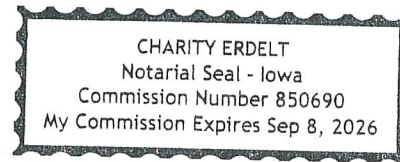
My Commission Expires \_\_\_\_\_  
Commission # 281593  
Notarial Seal - Iowa  
SAMANTHA STELLER

STATE OF IOWA )  
 )§  
 COUNTY OF BUCHANAN )

On this 10 day of November, 2025, before me personally appeared **CHAD RONNEBAUM** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.

Charity Erdelt  
 Notary Public, State of Iowa

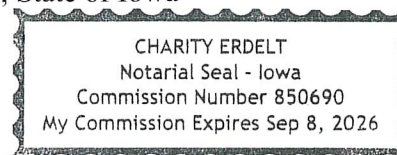
STATE OF IOWA )  
 )§  
 COUNTY OF BUCHANAN )



On this 10 day of November, 2025, before me personally appeared **CHAD RONNEBAUM**, as **SUCCESSOR TRUSTEE of the CANDIS RONNEBAUM REVOCABLE TRUST U/A DATED DECEMBER 2, 2024** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.

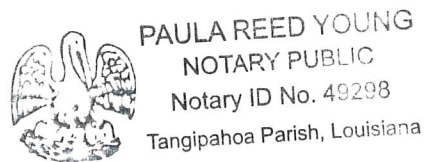
Charity Erdelt  
 Notary Public, State of Iowa

LA  
 STATE OF ~~IOWA~~ )  
 )§  
 COUNTY OF ~~BUCHANAN~~ )



TANGIPAHOA  
 On this 29 day of October, 2025, before me personally appeared **AMY SLOAN**, as **SUCCESSOR TRUSTEE of the CANDIS RONNEBAUM REVOCABLE TRUST U/A DATED DECEMBER 2, 2024** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.

Paula Reed Young  
 Notary Public, State of Iowa





STATE OF IOWA                    )  
   )§  
 COUNTY OF BUCHANAN )

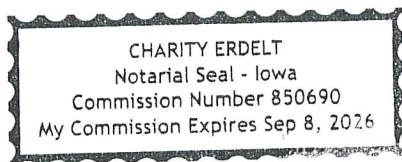
On this 30<sup>th</sup> day of November, 2025, before me personally appeared **BRIAN C. EDDY** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM REAL ESTATE, LLC**.




  
 Notary Public, State of Iowa

STATE OF IOWA                    )  
   )§  
 COUNTY OF BUCHANAN )

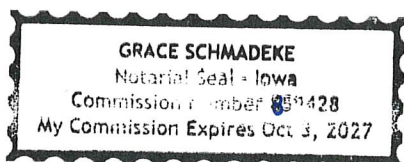
On this 6<sup>th</sup> day of November, 2025, before me personally appeared **CHAD RONNEBAUM, as Custodian for the MADISON TRUST COMPANY**, known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM REAL ESTATE, LLC**.



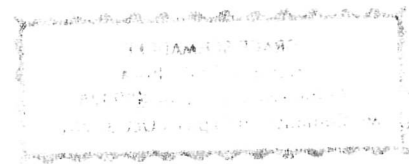
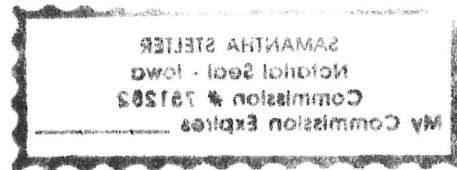
  
 Notary Public, State of Iowa

STATE OF IOWA                    )  
   )§  
 COUNTY OF BUCHANAN )

On this 6<sup>th</sup> day of November, 2025, before me personally appeared **CANDIS RONNEBAUM, as Custodian for the MADISON TRUST COMPANY**, known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM REAL ESTATE, LLC**.



  
 Notary Public, State of Iowa

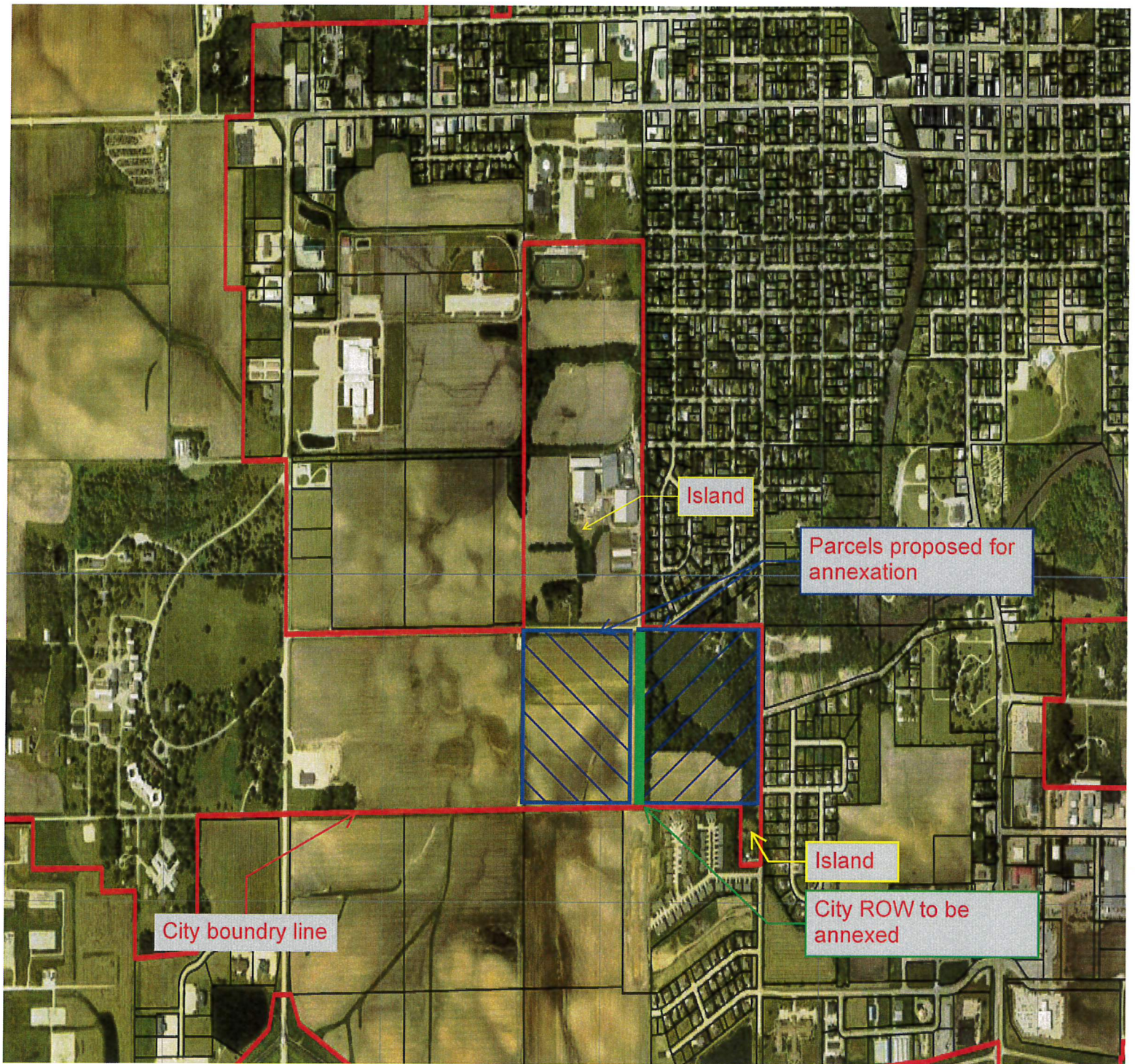


**EXHIBIT A**  
**Aerial Depiction of Parcels to be Annexed**



# Exhibit A

Item #8.





**EXHIBIT B**  
**Legal Descriptions**

**Parcel 1009100003 (Parcel #1) (BCM Development LLC)**

The Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Except Parcel Y as described in Plat of Survey in File No. 2016801170; and Block 3 in E. B. Abbott's Addition to Independence, Buchanan County, Iowa; and a triangular piece of land lying South of the Boulevard in the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4; All in Township 88 North, Range 9 West of the 5th P.M., Buchanan County, IA

**Parcel 1009100001 (Parcel #2) (BCM Real Estate, LLC)**

The Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 88 North, Range 9 West of the 5th P.M. in Buchanan County, Iowa, Except Parcel Y as described in Plat of Survey in File No. 2016R01170

**Parcel 1009100002 (Parcel #3) (City of Independence, Iowa)**

Parcel Y in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 88 North, Range 9 West of the 5<sup>th</sup> P.M., Buchanan County, Iowa as described in Plat of Survey in File No. 2016R01170.

**Note:** Also included in the proposed Annexation would be one-half of that portion of Bland Blvd right-of-way located adjacent to any of the annexed parcels to which said right-of-way is adjacent, to the centerline of said right-of-way.

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Prepared by: Douglas D. Herman, Lynch Dallas Legal, P.O. Box 2457, Cedar Rapids, IA 52406-2457; 319.365.9101

**PRE-ANNEXATION AGREEMENT**  
**City of Independence, Iowa**

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF INDEPENDENCE, IOWA:**

**WHEREAS**, the undersigned, **BCM Development, LLC** and **BCM Real Estate LLC**, (“Applicants”) being the owners of property currently adjacent to the corporate limits of the City of Independence, Iowa as shown within “**Exhibit A**” attached hereto, (“Subject Property”) disclosing the site location of the Parcels, by virtue of their common boundary with said adjacent property, same being by this reference made a part hereof as if set forth fully verbatim herein, desire to submit an Application for Voluntary Annexation to the City of Independence, Iowa, (“City”) of the Subject Property for consideration by the Independence City Council; and

**WHEREAS**, the Applicants’ Application for Voluntary Annexation being dependent and contingent upon the City first agreeing to the terms and conditions set forth herein, same to be approved by Resolution of the City Council, and recorded with the County Recorder should Applicants’ Application for Voluntary Annexation be subsequently approved by the City Council.

**NOW THEREFORE**, In furtherance of the above and foregoing recitations, the Applicants and City (“Parties”) do hereby agree as follows:

1. **Annexation Parcel:** Upon approval hereof, the Applicants agree to execute and submit a Voluntary Application for Annexation to the City of Subject Property.
2. **Zoning:** The Parties agree that Subject Parcel will be zoned A-1 Agricultural District consistent with Section 2.02 of the City Zoning Code of Ordinances upon annexation.
3. **Use of Annexed Parcel:** Upon annexation, regardless of zoning classification, City agrees that Applicants, and any successors in interest, shall be permitted to continue to utilize Subject Property, or any portion thereof as follows:
  - a. For enrollment in the FSA CRP program or similar state or federal program.
  - b. For agricultural row-cropping purposes.
  - c. Pasturing of Cattle.
4. **Infrastructure:** The Parties agree that upon annexation the City will have no obligation to install any infrastructure to serve the Subject Property, including but not limited to water, sanitary sewer, storm sewer, streets, and related improvements.
5. **Binding Nature:** The Parties agree, that but for the Agreement and Approval of this Pre-Annexation Agreement by the City, Applicants would not voluntarily consent to the annexation of the Annexed Parcel.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Dated this 3<sup>rd</sup> day of November, 2025.

**BCM DEVELOPMENT, LLC,**  
an Iowa limited liability company

**BCM REAL ESTATE, LLC,**  
an Iowa limited liability company

By: Brian C. Eddy  
Brian C. Eddy, Member

By: Brian C. Eddy  
Brian C. Eddy, Member

By: Chad Ronnebaum  
Chad Ronnebaum, Member

By: Chad Ronnebaum  
Chad Ronnebaum, Owner  
Madison Trust Company, Custodian  
FBO Chad Ronnebaum M24089684

By: Chad Ronnebaum  
Chad Ronnebaum, Successor Trustee  
Candis Ronnebaum Revocable Trust  
u/a dated December 2, 2024

By: Candis Ronnebaum  
Candis Ronnebaum, Owner  
Madison Trust Company, Custodian  
FBO Candis Ronnebaum  
M25043530

By: Amy Sloan  
Amy Sloan, Successor Trustee  
Candis Ronnebaum Revocable Trust  
u/a dated December 2, 2024

STATE OF IOWA                     )  
  )§  
COUNTY OF BUCHANAN)

On this 3<sup>rd</sup> day of November, 2025, before me personally appeared **BRIAN C. EDDY** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.



Samantha Stelter  
Notary Public, State of Iowa



MY Commission Expires  
Commission # 151525  
Noted 2nd Towel  
SAMANTHA STEUER

STATE OF IOWA, COUNTY OF BUCHANAN) §

On this 10 day of November, 2025, before me personally appeared **CHAD RONNEBAUM** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.

CHARITY ERDELT  
Notarial Seal - Iowa  
Commission Number 850690  
My Commission Expires Sep 8, 2026

Charity Erdelt  
Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF BUCHANAN) §

On this 10 day of November, 2025, before me personally appeared **CHAD RONNEBAUM**, as **SUCCESSOR TRUSTEE** of the **CANDIS RONNEBAUM REVOCABLE TRUST U/A DATED DECEMBER 2, 2024** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.

CHARITY ERDELT  
Notarial Seal - Iowa  
Commission Number 850690  
My Commission Expires Sep 8, 2026

Charity Erdelt  
Notary Public, State of Iowa

LA TANGIPAHOOA  
STATE OF ~~IOWA~~, COUNTY OF ~~BUCHANAN~~) §

On this 29 day of October, 2025, before me personally appeared **AMY SLOAN**, as **SUCCESSOR TRUSTEE** of the **CANDIS RONNEBAUM REVOCABLE TRUST U/A DATED DECEMBER 2, 2024** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM Development, LLC**.



Paula Reed Spring  
Notary Public, State of ~~Iowa~~  
LA

STATE OF ~~IOWA~~, COUNTY OF ~~BUCHANAN~~) §

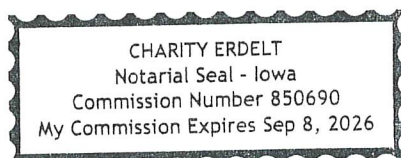
On this 3<sup>rd</sup> day of November, 2025, before me personally appeared **BRIAN C. EDDY** known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM REAL ESTATE, LLC**.

SAMANTHA STELTER  
Notarial Seal - Iowa  
Commission # 751282  
My Commission Expires 2/20/26

Samantha Stelter  
Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF BUCHANAN) §

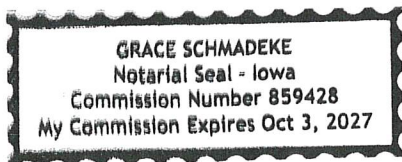
On this 10 day of November, 2025, before me personally appeared **CHAD RONNEBAUM**, as **Custodian for the MADISON TRUST COMPANY**, known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM REAL ESTATE, LLC**.



Charity Erdelt  
Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF BUCHANAN) §

On this 10 day of November, 2025, before me personally appeared **CANDIS RONNEBAUM**, as **Custodian for the MADISON TRUST COMPANY**, known to me to be the identical person named herein, who acknowledged that the execution of the above and foregoing instrument was an expression of his voluntary act and deed, with the authority and approval of **BCM REAL ESTATE, LLC**.



Grace Schmadeke  
Notary Public, State of Iowa



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**City of Independence, Iowa**

\_\_\_\_\_  
Brad Bleichner, Mayor

\_\_\_\_\_  
Attest: Susi Lampe, City Clerk

STATE OF IOWA                    )  
  )§  
COUNTY OF BUCHANAN )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, Notary Public in and for said county and state, personally appeared Brad Bleichner and Susi Lampe, Mayor and City Clerk, respectively, of the City of Independence, Iowa, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing at the authority and direction of the City Council.

\_\_\_\_\_  
Notary Public, State of Iowa