



CITY COUNCIL WORK SESSION

Monday, May 04, 2026 at 5:30 PM

Council Chambers - 331 First Street East

AGENDA

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

PRESENTATIONS

DEPARTMENT UPDATES

- [1.](#) Department Report – Fire Department
- [2.](#) Department Report – Library
- [3.](#) Department Report – Parks & Recreation
- [4.](#) Department Report – Police Department

NEW BUSINESS

- [5.](#) RAGBRAI Update
- [6.](#) Wastewater Treatment Plant Update
- [7.](#) The Pines Third and First Addition Stormwater, Additional Scope Request
- [8.](#) Fire Department Expansion Project Update
- [9.](#) 28E Agreement with BCEMA for Radiological Incident Response Assistance
- [10.](#) Police Department Staffing Level
- [11.](#) 416 9th Ave. SE – Disposition of Real Estate
- [12.](#) City Wide Clean-Up 2026
- [13.](#) Rory Ratchford – Chickens
- [14.](#) Coin Acceptance Policy
- 15.** Council Topics
- 16.** Mayor Topics
- 17.** City Manager Topics

ADJOURNMENT

This agenda is subject to change.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager
FROM: Blake Hayward – Fire Chief
DATE OF MEETING: May 4th, 2026
ITEM TITLE: Department Report –Fire Department

Independence Fire Department sent four members to the FDIC Convention in Indianapolis, IN, in late April to meet with several vendors in the fire service. This event brings in more than 35,000 firefighters from across the world and is the largest fire service event in the nation. While at FDIC, crews met with multiple truck manufacturers, equipment vendors, and representatives from across the industry.

This trip focused on several main topics, including Rescue and Ladder replacement, station design and outfitting ideas, SCBA replacement, and gear and equipment upgrades. Over the two days, members spent more than seven hours each day meeting with vendors, attending gear and equipment demonstrations, and getting a firsthand look (and sometimes feel) at new items entering the fire service. As the industry continues to evolve, we are seeing more technology integrated into equipment and operations, which was fully on display during our time in Indiana.

Last week, crews attended the Annual Career on Wheels event hosted at the JSH campus. While pulling into our parking spot, we received a call for a car accident and had to make a quick exit. Fortunately, everyone involved was okay, and families attending the PR event enjoyed the impromptu "show." We were able to quickly return following the call and spent the remainder of the time interacting with families who came out. This event is a great opportunity for us to meet with the public and showcase the tools and equipment we use each week. Both kids and adults enjoyed the event, and we had a strong turnout despite the cooler weather and wind that moved in.

IFD continues planning and preparation efforts for RAGBRAI in July. We have plans in place to ensure adequate coverage throughout town, similar to our operational approach during large flood events. We intend to have two full crews on duty that day to respond to calls and provide needed assistance to the many visitors coming to our community. Some details are still being finalized, but we are working closely with IPD, AMR, BCSO, RAGBRAI officials, and EMA.

We recently completed our Auto Extrication training with assistance from West Edge Auto Salvage. Jerry generously donated two vehicles for the department to use during the training. Crews split into two groups and practiced hands-on skills, including door pops, roof removals, and dash rolls. This is typically very enjoyable training for our members, as it provides valuable hands-on experience in a safe environment where time pressures and hazards are minimized.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager
FROM: Laura Blaker, Library Director
DATE OF MEETING: May 4, 2026
ITEM TITLE: Department Report – Library

Park Funding and Fundraiser

The library has applied for three grants in the last six months and has a fundraising event on May 2. There is a McElroy Grant with matching funds that is close to being secured, and we will find out about applications to the Buchanan County Community Foundation Grant as well as the Hometown T-Mobile Grant by the end of June.

The fundraiser is May 2 from 10 am – 2 pm. There will be a book sale, quilt raffle, live music, games, food, and a balloon artist. You can find out more about the planned outdoor improvements with accessibility, seating, gathering spots, and lighting to create an outdoor extension of the library on this webpage: <https://qrco.de/iplparkproject>

The plans have been modified and are shown below:

Library Green Space Project Plan

Three shaded rectangular tables for wheelchair accessible paths, with one being handicap accessible.

Conceptual photo for presenter area gathering space.

Conceptual photo for evening tree lighting.

- Accessible stamped concrete paths and gathering spaces for all ages & abilities.
- Tables and benches for events and casual gatherings.
- Night lighting for beauty, safety, and extended use.
- Built-in stone seating in the presenter area.
- Electrical service for expanded program opportunities.

Summer Reading Program: Plant a Seed, Read

This year's summer reading program will have the theme, Plant a Seed, Read. The library will again have programs for all ages including babies, children, teens, and adults. Look for exciting events this summer, like a supersize bubble lab, Tuneful Tuesdays, a book vase workshop, digital art workshop, community shred day, creature feature with an animal staying in the library during summer months, story times in the park, etc. Last year the community read 750,000 minutes, so we hope to reach that reading goal again.



How is the Summer Reading Program paid for?

The City funds 25% of the Summer Reading Program cost, and the Foundation, Friends of the Library, donations, and other sponsors pay for the other 75% of the project. All prizes are purchased with donated funds. An online wishlist will be out soon if you or somebody you know would like to assist with the program.

Library of Things



The Library of Things has some new items and some standby hits...

Memory Kits that support caregivers, create meaningful connections, and spark memories and conversations

Craft, Hobbies, and Exercise items like a knitting looms set, a learn to knit kit, cake pans, and resistant bands.

Outdoor games and recreation like bean bag toss, pickleball rackets, giant Jenga, a fort building kit

Jigsaw Puzzles including 300, 500, and 1000 piece puzzles

Hotspots that allow you to borrow the Internet



City Connections:

Promote and encourage community involvement and engagement.

Improved quality of life for everyone

Library Motto: Enriching Lives, Inspiring Growth



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA – City Manager

FROM: Bob Beatty – Parks & Recreation Director

DATE OF MEETING: May 4, 2026

ITEM TITLE: Department Report – Parks & Recreation

Forestry Department

Flowers should arrive in mid-late May. We have hired someone to water and will just need to get him on board this month.

Parks

Parks department, we are on the second round of mowing. The spring rain has greened things up. 3rd Ward Park tile has been laid, and the courts painted. We are working on the recessed soccer goals. We will be ordering pickleball nets and deciding on how we would like to divide the two courts. Parks staff have been planting trees for the last two weeks.

Recreation Department

We put Little League teams together last week. We ended up with 43 teams and 385 Little League players. When combined with the River'sEDGE players, we have 671 kids playing baseball and softball this season. We will be hosting our Little League coaches meeting this Thursday.

River'sEDGE Facility

Teams have started their tournaments in April. Teams are off to a good start. Some of our indoor space will be used for Little League teams. We continue to work on incorporating all players into our indoor space. Graduation season is coming, and RE will once again host several. We are working on an overhead canopy to provide some lighting by the door, inclement weather protection, and help offset that entrance. We will need to do some railing work at some point, but it will likely happen when there is some downtime.

Falcon Civic Center

The weight room is officially painted. Mary did an excellent job! FCC has been busy with swimming lessons and Little League registration.

Aquatic Center Facility

Local lifeguard certification has been set. We have 10 new guards registered and met with returners last week. The pool was power-washed for the first time. Staff will also start setting out canopies and chairs, and power-washing/cleaning the building.

RV Park Facility

RV Park is up and operational with a host. Roger is doing an excellent job.

Complex

Lane has passed his ServSafe class. We have had two tournaments canceled due to the cold, as both days were in the teens. This season, we are working on a comparison to assess the effect on revenues of renting more tournaments and operating fewer than we did in 2025. On April 25th & 26th, we had our highest-revenue weekend in complex history. On Saturday, we brought in \$3,500 in cash, \$1,200 in Rental Payments, and \$1,200 in credit card payments. On Sunday, we brought in over \$3,000 in cash, \$1,200 in rental, and another \$1,200 in credit card sales. The total for the weekend was just over \$10,000. We were short-staffed, and several put in long hours to make that happen. Thank you to the dedicated staff.

April 4	Sandlot Showdown	BSB 9-13u	USSSA (Cancelled) 17
April 11	Queen of Diamonds Showdown	SB 8, 10, 12u	USSSA 27
April 12	Queen of Diamonds Showdown	SB 14 16 18	USSSA 24
April 18	Turf Slamfest	BSB 12u	River'sEDGE (Cancelled) 12
April 19	Turf Slamfest	BSB 11u	River'sEDGE 14
April 25	KQ Rumble on Turf	BSB 8-13u	USSSA 48
April 26	KQ Rumble on Turf	BSB 8-13u	USSSA 48
May 2	Turf Shootout	SB 9, 10, 11, 12U	River'sEDGE 17
May 3	Turf Shootout	SB 7, 8 13, 14 15, 16	River'sEDGE 16
May 9/10	Battle On Turf	BSB 10-12	USSSA
May 16	Cedar Valley Slugfest	SB 9, 10, 13, 14	USSSA
May 17	Cedar Valley Slugfest	SB 8 11, 12 16, 18	USSSA
May 30	Battle on Turf	SB 12 13 14	USSSA
May 31	Battle on Turf	SB 8, 9 10	USSSA
June 6	Turf Showdown	BSB 7/8u	River'sEDGE
June 6	Turf Showdown	BSB 13u	River'sEDGE
June 7	Turf Showdown	BSB 11u	River'sEDGE
June 13/14	Summer Madness	BSB 7-13u	USSSA
June 20/21	Diamond Duel	BSB 7-13	USSSA
June 27	Turf Smackdown	BSB 9u	River'sEDGE
June 28	Turf Smackdown	BSB 7/8u	River'sEDGE
June 28	Turf Smackdown	BSB 13u	River'sEDGE
July 5	Turf Takedown	BSB 11u	River'sEDGE
July 10-12	USSSA State Championships	TBD	USSSA
July 17-19	USSSA State Championships	TBD	USSSA

Cemetery

This week, the staff will begin trimming the cemetery and complete the first mowing.



CITY COUNCIL WORK SESSION DEPARTMENT REPORT

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Brian Lau – Police Chief

DATE OF MEETING: May 4, 2026

ITEM TITLE: Department Report – Police Department

Officer Kayla Morris decided to resign from her position as Lieutenant and return to a patrol position under the bargaining group on April 1st, 2026. This change was purely for personal reasons, for scheduling and family time.

Officer Gabriel Christensen has accepted a job with the Waterloo Police Department, and his last day with Independence will be May 9, 2026.

Administration has been working through the planning phases for our law enforcement needs for hosting Ragbrai as an overnight town. Along with several planning meetings with the committee, we are working through the hiring process for temporary officers. Captain Isley has been working hard at establishing a schedule and assignments for all officers for the two-day event.

With warmer weather, pedestrian traffic has started to increase. Officers have started talking to people in the downtown area who have been riding bicycles and scooters regarding the city's ordinance, as part of our educational process to alleviate the issue. We will continue to educate the youth as we participate in the yearly bicycle safety day on May 7th.

The Police Department participated in the Career on Wheels event hosted by the Independence School District on April 27th and plans to participate in the Indee Impact Career Fair on May 22.

With the recent April storm, our indoor range facility lost shingles due to the high winds and hail we experienced on the north side of town. The roof on this building is the original roof, and it would be of no benefit to the city to file an insurance claim due to its age. We are currently getting repair estimates to assess this from a budgeting standpoint, to be paid after July 1st for our next budget cycle.

The roof replacement for the Police Department was started on April 28th, with completion anticipated within the same week. A big thank you to Freed Construction for the quick responses and attention in helping us with our water leaks and now the replacement.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: RAGBRAI Update

DISCUSSION:

Nikki Barth will be present to give an update on the RAGBRAI plans.

I will also provide an update on some challenges with hiring event staff for the day, and Doug Herman, City Attorney, will be present by phone to answer any legal questions that may arise.

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 COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA – City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: Wastewater Treatment Plant Update

DISCUSSION:

Bradley Lake from Strand Associates will present an update to the Council.

An updated schedule is attached for review as well.

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 May 4, 2026 City Council Meeting

Strand met with the City's bond counsel on March 31 and developed the following bidding schedule:

Bidding Schedule

March 31 (Tuesday) - Strand (Brad) meets with City Bond Counsel (Erin @ Dorsey) to discuss finalization of Advertisement for Bids (please reserve some time) - **DONE**

April 2 (Thursday) - Strand (Brad) provides Dorsey (Erin) with finalized Advertisement for Bids - **DONE**, Dorsey begins working on necessary documents associated with the Advertisement for Bids for April 13 City Council Packet Distribution.

April 6 (Monday) - Strand (Brad) provides update at City Council Workshop- **DONE**

April 13 (Monday) - City Council approves Advertisement for Bids- **DONE**

April 14 (Tuesday) - Dorsey (Erin) and/or Strand (Brad) provides City (Susi) with any final documents associated with Advertisement for Bids, City (Susi) arranges to run full Ad on either Iowa League of Cities or City Web Site and short version of Ad in the City newspaper- **DONE**

April 14 (Tuesday) - Strand arranges to run full Ad on Quest (Quest is used to distribute the bidding documents electronically to prospective bidders) - **DONE**

April 18 (Saturday) - short version of Advertisement for Bids runs in City Newspaper (this is 45 days before the June 2 bid date) - **DONE**

May 4 (Monday) - Strand (Brad) runs Pre-Bid Meeting in the early afternoon, then provides update at City Council Workshop in the evening- **DONE**

May 20 (Wednesday) - Deadline by which City (Susi) arranges for the short notice of public hearing to run in City newspaper

May 23 (Saturday) -short notice of public hearing runs in City newspaper (this would be 16 days before the June 8 public hearing to approve the drawings and specifications and between the required 4 to 20 day time window)

June 1 (Monday) - Strand (Brad) provides update at City Council Workshop

June 2 (Tuesday) - Bid Opening at City Hall (In-Person) - This is 49 days after the first Advertisement on April 14

June 4 (Thursday) - Strand (Brad) issues letter to City summarizing bid results, City distributes in City Council packets

June 8 (Monday) - Public Hearing for drawings and specifications held per City Bond Counsel, City Council considers award to lowest responsible bidder,

June 22 (Monday) - City Council considers award to lowest responsible bidder (this is an alternative bid award date if there are some bid irregularities and award can't be made on June 8)

June 23 (Tuesday) - Contractor submits signed construction contract along with bonds/insurance (based upon 15 days max following award of contract on June 8)

July 8 (Wednesday) - City signs construction contract and issues Notice to Proceed with Construction to Contractor (based upon 15 days max after Contractor submits signed construction contract)

Questions from City Council/Staff?



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: The Pines Third and First Addition Stormwater, Additional Scope Request

DISCUSSION:

At the Special Meeting on February 10, 2026, it was mentioned that a stormwater study should be conducted in the SW area of Independence, specifically Pines First and Third Additions. In March, the City entered into a contract with Fehr Graham for these services in the amount of \$16,900.

Representatives from Fehr Graham will be present to discuss the current status of the study and an additional scope request to perform some additional analysis after determining that Triangle Pond actually drains to the north through the subdivisions via the 30" RCP that was intercepted in the detention basin for The Pines Third Addition.

The current fee total of \$16,900 is expected to remain, and this work would be performed under that existing fee amount. Should they approach the original fee and anticipate completion within the current budget is not feasible, they would then notify me to discuss options.

A copy of the request is attached for review as well.

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.

April 24, 2026

Matt Schmitz
City Manager
City of Independence
331 1st Street East
Independence, Iowa 50644

**RE: The Pines Third and First Addition Stormwater Review, Independence, Iowa
Additional Scope**

Dear Matt,

Please accept this proposal for additional professional services for the above-referenced project. The following outlines the additional services.

- » One additional day of field work to complete the following:
 - Collect additional inlet and outlet elevations of culverts and structures feeding into or out of the pond along the south side of The Pines First Addition (south pond).
 - Collect additional elevation data around the south pond to verify low points based on LiDAR of where the pond will overtop.
 - Gather elevation data of the inlets and outlets of the culverts along the west side of 6th Avenue SW to confirm direction of flow and slope, as well as the street directly above them.
- » Review hydraulics of the existing pond to determine how it will affect the detention basin in Pines Third Addition.
- » Update the stormwater report accordingly with additional information that is determined from reviewing the south pond.
- » Bring in additional LiDAR data into the CAD drawing to the south and east of the pond to get a better determination of flows coming into the pond.

Field work and encroachment into the Iowa Department of Transportation (DOT) right-of-way is not expected. Information regarding existing culverts crossing U.S. Highway 20 is expected to be obtained from the Iowa DOT based on prior plans.

We are not requesting an additional fee for these additional services at this time. Services will proceed under the current budget (\$16,900). Should we approach the original fee and anticipate completion within the current budget is not feasible, we will notify you to discuss options.

I trust that the information we have provided is in line with your expectations. Please sign the authorization line below to include this scope as proposed in the existing contract (Fehr Graham project 26624) in accordance with the associated terms and conditions for this project.

April 24, 2026
Matt Schmitz, City of Independence
Additional Scope
Page 2

Please contact me if you have any questions or would like to discuss.

Respectfully submitted,



Samuel R. Ertl, PE
Project Manager

SRE:amr

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Ryan M. Wicks, PE _____

Title Principal _____

Date Proposed April 24, 2026 _____

O:\Independence, City of\26624 Pines SW Review\FG Agreements\26624 - Independence Additional Scope.docx



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA – City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: Fire Department Expansion Project Update

DISCUSSION:

Kyle Martin from Martin Gardner Architecture will present an update to the Council.

Of particular interest, we would like to get a general consensus from the Council on moving forward with two items:

1. Structural work – To have a structural evaluate the existing retaining wall next to the parking area to ensure we can build on top or adjacent to it, as well as to evaluate a 2nd story option on the last existing addition to prevent unnecessary snow loads on the new addition would be a cost of \$8,000.
2. Civil work – To have Fehr-Graham start working by doing the following at a cost of \$9,000:
 - a. Complete an in-person site visit of the project location to review the site, collect visual evidence, and compile site photos
 - b. Visual review of the existing retaining wall on the north side of 310 2nd St. SE
 - c. Review of utility mapping and information provided by the City to determine potential impacts on adjacent utilities.
 - d. Prepare a detailed budget summary for anticipated site improvements.
 - e. Meet with the City of Independence to discuss the anticipated budget and assumptions.
 - f. No field survey, geotechnical services or design work will be completed in this phase

The above items would cost \$17,000, and it's important to note that this is not a full schematic design, just enough to develop costs, analyze, and ensure that we can continue with the path that we believe we can.

There are also attached building renderings showing what the building **could** look like. **Note that these may not be the **final** renderings.**

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 COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: 28E Agreement with BCEMA for Radiological Incident Response Assistance

DISCUSSION:

This item is a 28E Agreement between the City of Independence and the Buchanan County Emergency Management Agency (BCEMA). This agreement establishes our collaborative framework to provide emergency assistance to persons in areas at risk of a radiological incident involving the Duane Arnold Energy Center (DAEC).

Under this agreement, our organization commits to maintaining a dedicated team of at least 25 qualified individuals trained for radiological monitoring and decontamination. We will also provide teams for traffic flow response, vehicle and evacuee monitoring, and emergency shelter operations when requested. Our personnel and apparatus will be deployed during declared DAEC emergencies, provided they are not already actively engaged in emergencies within our normal coverage area.

Financially, each party covers its initial expenses, but BCEMA will reimburse the City for all expenses incurred while providing emergency assistance under this agreement. Participating entities will remit funding to the City within 30 days after each quarter to support our ongoing operational and training needs. The agreement features an initial five-year term, followed by automatic one-year renewals, and includes a 60-day written notice provision for withdrawal.

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.

28E AGREEMENT

RADIOLOGICAL INCIDENT RESPONSE ASSISTANCE

City of Independence & Buchanan County Emergency Management Authority

COMES NOW the City of Independence (“City”), and the Buchanan County Emergency Management Agency (“BCEMA”), the City and BCEMA being at times referred to herein as a “Party” or jointly as “Parties”, and hereby agree to the following terms and provisions related to the provision of emergency services related to “Radiological Incident Response Assistance” as described herein, all in accordance with Chapter 28E of the Iowa Code. (This 28E Agreement at times being referred to as the “Agreement”)

PURPOSE: The Parties find it appropriate to establish terms and provisions related to their agreement to provide emergency assistance to persons living in areas that are at risk of a radiological incident involving the Duane Arnold Energy Center (“DAEC”) and to work with one another as necessary to provide emergency assistance in such emergency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows.

I. EMERGENCY RESPONSE / PREPAREDNESS:

The Parties agree to the following division of responsibilities:

A. City agrees:

- i. To maintain a team of personnel trained for radiological monitoring and decontamination, with the total number of personnel to be determined by the City based on our ongoing assessment of operational needs, provided the team shall never consist of fewer than 25 qualified individuals.
- ii. To maintain a team of personnel trained for traffic flow response if necessary, with said team attending up to four trainings per year.
- iii. To provide vehicle and evacuee monitoring.
- iv. To assist with emergency shelter operations when requested.

- v. To provide personnel and apparatus during declared DAEC emergencies, so long as those personnel and apparatus are not otherwise engaged in emergencies within the normal coverage area of the City of Independence or the Independence Fire District.
- vi. To participate in emergency planning and training exercises related to potential DAEC responses, with BCEMA.
- vii. To support incident command operations under the National Incident Management System (NIMS), with command authority to be applied consistent with Iowa law and established mutual aid protocols.

B. BCEMA agrees:

- i. To enter into an agreement or understanding with DAEC, related to BCEMA's obligations to provide emergency assistance in the event of a radiological incident involving the Duane Arnold Energy Center ("DEAC")
- ii. To coordinate emergency planning, response, and exercises pertaining to radiological incidents.
- iii. To provide situational awareness and resource coordination.
- iv. To pursue and facilitate state and federal resources, including DAEC reimbursement where appropriate, whether by grant application or informal or formal requests, as appropriate for the purpose of responding to a radiological incident.
- v. To be primarily responsible for the preparation and coordination of reimbursement documentation for the Parties tied to the receipt of any funds where reporting or accounting tied thereto is appropriate and required.
- vi. To support incident command operations under the National Incident Management System (NIMS), with command authority to be applied consistent with Iowa law and established mutual aid protocols.

II. EXPENSES

Each Party shall be responsible to cover and pay all expenses incurred by said Party to meet its responsibilities under the terms of this Agreement, with the understanding and agreement that BCEMA will reimburse the City for all City expenses incurred by the City when providing emergency assistance under and in accordance with the terms of this

Agreement. Participating entities shall remit funding to the City of Independence in full no later than 30 days after the conclusion of any quarter within a calendar year. Such funding is intended to support ongoing operational needs, including training, equipment maintenance, and gear replacement, and to allow sufficient time for budget amendments and fiscal planning.

III. **LIABILITY**

- A. **Worker's Compensation Coverage:** The Parties agree to provide worker's compensation insurance coverage for their respective employees as required by the Iowa Code at all times while performing hereunder.
- B. **Automobile Liability Coverage:** The Parties agree to comply with the motor vehicle financial responsibility laws of the State of Iowa.
- C. **General liability, Public Officials Liability, and Law Enforcement Liability:** Personnel responding to emergencies as part of this 28E Agreement, regardless of command authority at any incident, shall at all times be considered an employee of the Party with whom they are employed, and shall never, under any circumstance, be considered an employee, agent, or contractor of the other Party.
- D. **Indemnification:** The Parties agree to defend and indemnify and hold one another harmless from and against third party claims arising out of the Indemnifying party's performance under this Agreement, to the extent allowed by law.
- E. **Third Party(ies):** The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

IV. **EFFECTIVE DATE**

- A. This Agreement shall be effective when approved and executed by the City and BCEMA. City shall see to the filing of this Agreement with the Iowa Secretary of State, at its' expense, in a manner specified by the Iowa Secretary of State.
- B. In addition, each of the Parties shall submit, in an electronic format, an initial report to the Secretary of State as prescribed by the Secretary of State. The report

shall include, as applicable, the name of the entity created, whether the entity is exempt from the publication requirements of section 28E.6, subsection 3, a valid electronic mail address, and any additional information the Secretary of State deems appropriate. Following submission of an initial report, each Party shall submit, in an electronic format, a biennial report to the secretary of state in a manner prescribed by the secretary of state by April 1 of every odd-numbered year, all pursuant to Iowa Code Section 28E.8.

V. **TERM, TERMINATION & WITHDRAWAL, AND AMENDMENT**

- A. **Term:** This Agreement shall commence on the Effective Date and continue for a period of five (5) years unless earlier terminated by either Party in accordance herewith. At the end of the initial five (5) year term this Agreement will automatically renew for subsequent one (1) year terms, unless and until terminated by either Party pursuant to the terms hereof.
- B. **Termination & Withdrawal:** Either Party to this Agreement may withdraw from this Agreement upon sixty (60) days' written notice delivered to the other Party pursuant to the Notice section of this Agreement.
- C. **Amendment:** This Agreement may be amended or modified from time to time, but only by unanimous written approval of all Parties through their respective Governing Bodies and filed with the Secretary of State in conformance with Iowa Code Section 28E.8(1)(b).

VI. **NOTICE**

- A. Unless specifically provided otherwise, any notice, request, or other communication that a Party desires or is required to give to another Party (or any other person) in connection with this Agreement ("Notice") shall be in writing and may be delivered by hand, by facsimile, served in the manner provided for an original notice, or mailed by United States registered or certified mail, postage paid, addressed to the Party or person at the address provided in this Agreement (below) or otherwise designated by written notice. The Notice shall be deemed given or delivered, as the case may be, on the date of receipt if delivered by hand or served as an original notice; on the date of sending and sent by facsimile; or on the date it is deposited in the United States mail if sent by registered or certified

mail.

For the City of Independence:

City Manager
Independence City Hall
331 1st Street East
Independence, Iowa 50644

For BCEMA:

Buchanan County EMA

Independence, Iowa 50644

B. Any change to the above notice requirements shall be communicated to the other Party in writing and will be effective upon receipt.

VII. INTERPRETATION AND ENFORCEMENT

This Agreement shall be interpreted and enforceable in accordance with Iowa law and jurisdiction shall be with the District Court in and for Buchanan County, Iowa.

VIII. SEVERABILITY

If any provision of this Agreement shall be finally declared unenforceable, invalid, void or illegal by any court or administrative agency having jurisdiction over the Parties, the entire Agreement shall not be void, unenforceable, or invalid, the remaining provisions to continue in effect as nearly as possible in accordance with the original intent of the Parties.

IX. ASSIGNMENT

The rights and obligations of the Parties set forth herein are not assignable.

X. MISCELLANEOUS PROVISIONS

- A. **No Entity:** No separate, legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
- B. **Administrators:** The City Manager of the City of Independence and the _____ of the BCEMA shall jointly administer the performance of this Agreement.
- C. **Legal Counsel:** Each Party has had ample opportunity to seek independent advice with regard to the terms of this Agreement.
- D. **Time:** Time is of the essence of each provision in this Agreement.

- E. **Disputes:** The Parties will make good-faith efforts to resolve any dispute between them. Upon written notice of such dispute, each Party will appoint a senior level executive to meet and resolve the dispute. If the dispute is not resolved within ten (10) business days after such written notice, or a longer period as agreed to in writing by the Parties, either party may pursue further legal action. Each Party shall be initially liable for its own legal fees and expenses; however, the Court shall be permitted to award attorney fees and expenses to a Party if the Court finds any other Party, against whom said fee and expense judgment would be entered, has acted in a manner found by the Court to justify such a fee and expense judgment.
- F. **Consent:** Whenever a Party's consent or approval is required, the Party will not unreasonably withhold such consent or approval.
- G. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation thereof.
- H. **Execution of Documents:** The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts, each of which will be considered an original and all of which will constitute one agreement.

XI. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of the Parties. There are no other covenants, promises, agreements, or conditions either oral or written, not included herein.

XII. SIGNATURES

By their signatures below, the undersigned declare and certify that they have been duly authorized by their Governing Bodies to approve this Agreement.

SIGNATURE PAGE TO FOLLOW

CITY OF INDEPENDENCE, IOWA

By: _____ Attest: _____

Brad Bleichner

Susi Lampe

Mayor

Assistant City Manager/City Clerk/Treasurer

City of Independence

City of Independence

BUCHANAN COUNTY EMERGENCY MANAGEMENT AGENCY

By: _____ Attest: _____



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: Police Department Staffing Level

DISCUSSION:

This item is brought forward for Council discussion regarding the current and future staffing levels of the Independence Police Department. Recent personnel changes and a review of the Fiscal Year 2027 (FY27) budget have given us an opportunity to evaluate the potential addition of a new Patrol Officer position to our force.

Effective March 29, 2026, Lieutenant Kayla moved back to Patrol duties. While our FY27 budget initially maintained the Lieutenant's wage for this position, this shift has resulted in \$8,629.50 in remaining funds from that line item. Additionally, a review of our Patrol wages identified a \$5,000 over-inflation due to a bonus that was not removed during the initial budget preparation. Combining these two figures provides our organization with a total of \$13,629.50 in available funds. There is also a possibility of using part-time wages that may not need to be expended.

To fully fund a new Patrol Officer position, we would need to identify a total of \$101,823.11. This total is comprised of the following:

- **Wages:** We need an additional \$62,906.18 in wages to reach the total base wage requirement of \$76,535.68.
- **Benefits:** Total benefits are calculated at \$38,916.93.

The comprehensive benefits package includes health, dental, life, and disability insurance at \$19,263.33, IPERS contributions at \$7,000.95, and Social Security and Medicare at \$5,830.95. It also includes self-funding at \$4,000, workers' compensation at \$1,821.70, and a 457 match at \$1,000.

Our team is currently evaluating the use of unused Part-Time wages to help offset the remaining costs associated with this potential hire. We bring this forward to Council to discuss how this fits into our overall plan for public safety staffing.

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 COUNCIL WORK SESSION MEMORANDUM

TO: Matthew R. Schmitz, MPA - City Manager

FROM: Matt Chesmore – Building Official

DATE OF MEETING: May 4, 2026

ITEM TITLE: 416 9th Ave. SE – Disposition of Real Estate

DISCUSSION:

On 3/20/2026, the City of Independence acquired an abandoned property located at 416 9th Ave. SE through 657A proceedings.

Given that the mandatory 30-day appeal period has expired, the City may now proceed with the disposition of the parcel and must determine the preferred method.

Staff has received interest from an abutting property owner, willing to acquire the property in its current “as-is” condition.

Should the City choose to proceed with an as-is sale (including any existing structures), staff recommends that the transaction include contingencies outlined within a development agreement to ensure compliance with City expectations and timelines.

Staff is seeking general Council consensus regarding the preferred path forward for the disposition of the property.

Potential methods for disposing of the property in an as-is condition include:

- Publication/Posting – Sealed Bid Process (this was recently chosen for the 3rd Street Property)
- Listing through a Real Estate Broker

It is also important to note that this property is almost entirely enveloped by a 100-year flood plain, making future development rather impractical, but not impossible.

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.

Exhibit A

9TH AVE SE

1003180002

1003180003

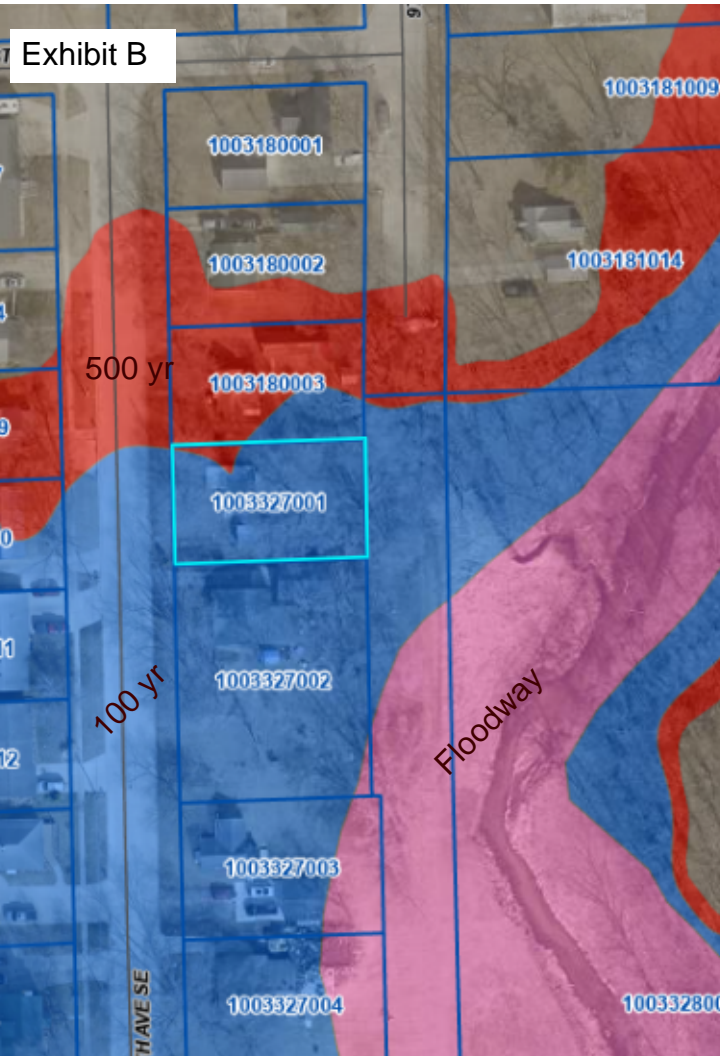
1003327001

1003327002

1003327007



Exhibit B





CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: City Wide Clean-Up 2026

DISCUSSION:

Staff would like to update the Council on changes for the 2026 City-Wide Clean-up. The flyer is also attached for review.

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 WIDE CLEAN-UP JUNE 6, 2020

Item #12.

INDEPENDENCE City Wide Clean-Up event is intended to assist property owners by hauling away items not normally placed at the curb for regular weekly garbage pickup (i.e. box springs, clothes, furniture). So let your friends and neighbors know about this event. **This event is for Independence residents use only.**

PLEASE PAY ATTENTION TO TIMES AS EACH LOCATION HAS DIFERENT HOURS OF OPERATION.

DROP OFF AT CITY STREET SHOP

Kluesner Sanitation will have roll-off dumpsters at the City of Independence Street Shop for no added expense to residents. Acceptable/Unacceptable items are identified below. **One pickup box size (5 ft. L X 5 ft. W X 4 ft. H) will be allowed per household/residence. Trailers are not allowed. Each household is allowed one drop off of items to the transfer station. SATURDAY, JUNE 6TH** has been scheduled for this event beginning at **8:00 AM-11:00 AM.**

CLEAN UP ITEMS ACCEPTED

- Dressers
- Mattresses
- Clothes
- Toys
- Box Springs
- Couches
- Household trash
- Dishes
- Chairs
- Humidifiers
- Glasses
- Tables

ITEMS NOT ACCEPTED

- Tires
- Anti-freeze
- Construction Debris
- Hazard Waste
- Car/Truck Parts
- House Doors, Windows, Carpet Block
- Batteries
- Paint
- Oil
- Boards, lathe, plaster
- Fuels
- Chemicals
- Concrete

Bulk Item Tags

Any resident unable to dispose of bulk items, may purchase a Bulk Item tag for \$30.00 per item. **These tags are available all year round.**

- Tags may be purchased at Independence Light & Power, City Hall, and the Independence Public Library during normal business hours.
- Once a tag has been purchased, the resident is required to call Kluesner to notify them of the bulk item(s) needing picked up.

HAZARD WASTE & OTHER ITEMS

Buchanan County Landfill

1640 Kentucky Avenue, Independence

is only open by appointment Mon—Fri, May 1—Nov 1! Anyone having any hazardous waste, chemicals, paint or batteries to dispose needs to call

319-440-1080

PLEASE REMEMBER TO CALL BEFORE TAKING YOUR ITEMS TO THE LAND-FILL!

TIRES & ELECTRONIC WASTE DISPOSAL

Tires and Electronic Waste can be taken to **City of Independence Street Shop, 1000 12th Street NE** from **8:00 AM to 11:00 AM.**

There will be a charge of \$5.00 per tire. NO RIMS WILL BE ALLOWED. Motorcycle, car or light truck, and pickup truck tires are all acceptable. **LIMIT 12 TIRES PER HOUSEHOLD.**

Electronic Waste has a **charge of \$5.00 per item** being disposed. Acceptable items include: TV's, computer monitors, computer towers, keyboards, desktop copiers, printers, and laptops/tablets.

Community Shred Day will be **Saturday, June 6th** from **9:00 am—11:00 am** at the **Falcon Civic Center**. The event is sponsored by Banklowa and the Independence Public Library. For more information, please call 319-334-2470 or visit www.independenciaia.gov/library and go to the events calendar.



CITY COUNCIL WORK SESSION MEMORANDUM

TO: City Council

FROM: Matthew R. Schmitz, MPA - City Manager

DATE OF MEETING: May 4, 2026

ITEM TITLE: Rory Ratchford – Chickens

DISCUSSION:

Staff responded to a code complaint at 502 27th St. SE (South of Hwy 20), and found chickens present on the property.

Mrs. Ratchford has been informed that she needs to remove the chickens, but would like to speak with the Council to determine whether there is any way to keep them.

She has been informed by the City Manager and the Code Official that chickens are not allowed in town.

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 COUNCIL
WORK SESSION
MEMORANDUM**

TO: City Council
FROM: Matthew R. Schmitz, MPA - City Manager
DATE OF MEETING: May 4, 2026
ITEM TITLE: Coin Acceptance Policy

DISCUSSION:

Staff would like to discuss a potential Coin Acceptance Policy to reduce unnecessary administrative time spent counting coins dropped off for payment to the City.

The attached policy is for review and has been reviewed by the City Attorney, who found it legally permissible and compliant.

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

Administrative Policy: Coin Acceptance

1. Purpose

From a big picture perspective, our team of employees and elected officials are committed to providing efficient, accessible, and highly professional service to the community. The purpose of this policy is to establish clear operational guidelines for accepting coin payments. By setting reasonable parameters, we protect the valuable time of our team and the public, ensuring that daily municipal operations are not disrupted by the time intensive processing of large volumes of loose change.

2. Scope

This policy applies to all payments made to the City of Independence for municipal fines, utility bills, permits, fees, and any other public charges.

3. Policy Guidelines

The City of Independence legally recognizes United States coins and currency as legal tender for all debts and public charges. To maintain an efficient environment for everyone, the following procedures strictly govern the acceptance of coin payments:

- **Unrolled Coins:** Our staff will accept a maximum of \$5.00 in unrolled, loose coins per transaction or per day from any single individual.
- **Rolled Coins:** Any coin payment exceeding the \$5.00 limit must be presented in standard, secure bank wrappers (coin rolls).
- **Identification Requirements:** All rolled coins submitted for payment must clearly display the payer's name and telephone number written directly on the outside of the wrapper. This allows our team to address any discrepancies discovered during banking verification.
- **Verification:** Our team reserves the right to open and verify the contents of any submitted coin rolls at the time of payment. If time constraints or staffing levels do not permit immediate verification at the counter, the receipt of payment will be considered conditional until the funds are successfully verified and deposited.

4. Operational Authority and Refusal of Payment

When interacting with the public, our team strives to maintain a welcoming and approachable standard of customer service. However, front line staff are authorized to refuse payments that do not conform to these written guidelines. In such instances, individuals will be directed to exchange their coins for alternative currency at a local financial institution before completing their transaction with the City.