



CITY OF INDIANOLA COUNCIL MEETING

June 1, 2015

6:00 p.m.

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approve agenda
 - B. May 18, 2015 Minutes
 - C. Applications
 1. A new Special Class "C" Liquor License and Sunday Sales Privilege for The Des Moines Metro Opera - 513 N. "D"
 - D. Set July 6, 2015 as a public hearing of a request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation (P&Z approved unanimously April 14, 2015)
 - E. Annual cigarette permit renewals
 - F. Workers Compensation, life and accident and equipment premiums for FY 15/16
* Recommendation is to renew with ICAP, IMWCA, Cincinnati and Hartford
 - G. Annual fall cleanup
* Proposed date is October 10, 2015 for the drop-off program
 - H. Proposal from Wells Fargo for a WellsOne Commercial Card-Procurement Card (P-card) system
 - I. Prior and final approval applications for urban revitalization designation
 - J. Claims on the computer printout for June 1, 2015
6. Council Representative Reports

- A.** Resolution approving salaries
- 7.** Council Reports
 - A.** 1st Quarter Safety Report - Mike Metcalf
- 8.** Mayor Pro Tem Report - John Parker
 - A.** Community Update
- 9.** Public Consideration
 - A.** Old Business
 - 1.** Hillcrest Urban Renewal Plan
 - a.** Public hearing on a proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan in the City of Indianola, State of Iowa
 - b.** Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public hearing, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 6 to the Hillcrest Urban Renewal Plan
 - c.** Public hearing on the proposal to enter into a Development Agreement with SHDC, LLC
 - d.** Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and SHDC, LLC
 - 2.** Second consideration of a request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential) P&Z approved unanimously April 14, 2015
 - B.** New Business
- 10.** Other Business
- 11.** Adjourn

Information

Subject
May 18, 2015 Minutes

Information

Attachments

Minutes

REGULAR SESSION – MAY 18, 2015

The City Council met in regular session at 7:00 p.m. on May 18, 2015. Mayor Kelly Shaw called the meeting to order and on roll call the following members were present: Greg Marchant, Eric Mathieu, Pam Pepper, Brad Ross and Greta Southall. Absent: John Parker Jr.

The consent agenda consisting of the following was approved on a motion by Mathieu and seconded by Pepper. Question was called for and upon the council member votes, the Mayor declared the motion carried unanimously.

Approve agenda

May 4, 2015 Minutes

Applications

- A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor License and Sunday Sales Privilege for The Bottle Boutique - 705 E. 2nd Avenue
- A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor License and Sunday Sales Privilege for Indy 66 West - 2001 W. 2nd Avenue
- A renewal Class "C" Liquor License and Sunday Sales Privilege for The Irishman Pub - 100 N. Howard

Set July 6, 2015 at 6:00 p.m. as a public hearing for an Annexation Moratorium Agreement and 28E Agreement with the City of Des Moines and Warren County-will prohibit annexation north of Middle River by Indianola and south of Scotch Ridge/Dakota Avenue by Des Moines

Banner application from Des Moines Metro Opera - Hwy 65/69 banners from May 26, 2015 through July 20, 2015

Street closure request from the Indianola Elks Lodge for an Elks Fun Run- Motorcycle Run on July 11, 2015 from 8:00 a.m. - 10:00 p.m. - will close West Ashland from Howard to Buxton

Street usage request from the National Balloon Classic for their annual parade - July 25, 2015 from 10:00 a.m. - noon - will start at Irving School, south on North "D" Street, east on Salem Avenue, north on Howard Street, west on Ashland Avenue and north on "C" Street to West Clinton

Street closure request from the Indianola Chamber of Commerce for their Open Air Market - July 25, 2015 from 6:00 a.m. - 4:00 p.m. - will close the entire square

Prior approval applications for urban revitalization designation

Autumn Ridge Development – 400 S. 8th Court #66 & #67 – Duplex
Autumn Ridge Development – 400 S. 8th Court #55 – SFD
Steger Construction – 2003 N. 9th Street – SFD

Final approval applications for urban revitalization designation

Steger Construction – 1317 South "O" Street
Greg Johansen – 1210-1212-1214-1216 N. 8th Ct. – 4-plex
Habitat for Humanity – 1807 S. "E" Drive – SFD

Claims on the computer printout for May 18, 2015 and the April 2015 receipts

Council member Pepper moved to approve the following Resolution Approving Personnel Salaries. Council member Southall seconded the motion. On roll call the vote was, AYES: Mathieu, Southall, Ross, Marchant and Pepper. NAYS: None. ABSENT: Parker Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted:

RESOLUTION APPROVING SALARIES

(The complete resolution may be viewed at the City Clerk's Office)

The Indianola School District Community Report was presented by Council member Pepper.

Doug Shull presented the WCEDC report.

The April 2015 City Treasurer's report was approved on a motion by Marchant and seconded by Pepper. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Mayor Shaw proclaimed June 8 – June 13, 2015 as Relay for Life of Warren County.

A public hearing and first consideration of a request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential) was held. There were no objections either oral or written. It was moved by Ross and seconded by Pepper to approve the first consideration of this request. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Mathieu introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING, June 1, 2015, ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SHDC, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Marchant seconded the motion to adopt. The roll was called and the vote was, AYES: Southall, Ross, Marchant, Pepper and Mathieu. NAYS: None. ABSENT: Parker. Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 2015-16

RESOLUTION FIXING DATE FOR A PUBLIC HEARING, June 1, 2015, ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH
SHDC, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

(The complete resolution may be viewed at the City Clerk's Office)

Elodie Opstad, 510 W. Ashland, updated the Mayor and Council on the Indianola Park Friends Activities and requested approval for the Indianola Park Friend to hold their annual fundraiser event at Buxton Park on September 10, 2015. A motion was made by Marchant and seconded by Pepper to adopt the following resolution entitled "A RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE 47.01(11) REGARDING THE SALE AND CONSUMPTION OF WINE IN CITY PARKS FOR THE BUXTON PARK BENEFIT." On roll call the vote was, AYES: Pepper, Mathieu, Southall, Ross and Marchant. NAYS: None. ABSENT: Parker. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2015-17

A RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE 47.01(11) REGARDING THE

SALE AND CONSUMPTION OF WINE IN CITY PARKS FOR THE BUXTON PARK BENEFIT

(The complete resolution may be viewed at the City Clerk's Office)

Council member Mathieu moved to approve the following resolution entitled, "RESOLUTION APPROVING THE PRELIMINARY PLAT OF DEER RUN PLAT 6" as presented with staff's recommended changes. Council member Southall seconded the motion to adopt. On roll call the vote was, AYES: Southall, Ross, Marchant, Pepper and Mathieu. NAYS: None. ABSENT: Parker Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION APPROVING THE
PRELIMINARY PLAT OF
DEER RUN PLAT 6

(The complete resolution may be viewed at the City Clerk's Office)

Council member Marchant introduced the following resolution entitled, "RESOLUTION APPROVING THE FINAL PLAT OF DEER RUN PLAT 6" as presented with staff's recommended changes. Council member Ross seconded the motion to adopt. On roll call the vote was, AYES: Pepper, Mathieu, Southall, Ross and Marchant. NAYS: None. ABSENT: Parker. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION APPROVING THE
FINAL PLAT OF
DEER RUN PLAT 6

(The complete resolution may be viewed at the City Clerk's Office)

Meeting adjourned on a motion by Marchant and seconded by Mathieu.

Kelly B. Shaw, Mayor

Diana Bowiln, City Clerk

Information

Subject

A new Special Class "C" Liquor License and Sunday Sales Privilege for The Des Moines Metro Opera - 513 N. "D"

Information

This is a new liquor license for the Des Moines Metro Opera located at 513 N. "D". All the paperwork is in order and staff has approved. The owner is Elaine Raleigh, Director of Business and Finance, for the Des Moines Metro Opera.

Attachments

Permit

April 22, 2015

NAME OF APPLICANT: Des Moines Metro Opera – 513 N. “D”

TYPE OF LICENSE/PERMIT: Special Class “C” Liquor License and Sunday Sales

	<u>Date & Initial</u>	<u>Approve</u>	<u>Disapprove*</u>
Police Chief	5/27/15 DJB	☒	☐
Fire Chief	5/27/15 BMD	☒	☐
B&Z Official	5/27/15 WR	☒	☐
Sign Compliance	5-27-15 RP	☒	☐

*Reasons for disapproval

Applicant License Application ()

Name of Applicant: <u>Des Moines Metro Opera, Inc</u>		
Name of Business (DBA): <u>Des Moines Metro Opera, Inc</u>		
Address of Premises: <u>513 North D Street</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business	<u>(515) 961-6221</u>	
Mailing	<u>513 North D Street</u>	
City <u>Indianola</u>	State <u>IA</u>	Zip: <u>50125</u>

Contact Person

Name <u>Elaine Raleigh</u>	
Phone: <u>(515) 961-6221</u>	Email <u>eraleigh@dmmo.org</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 6 months

Effective Date: 06/15/2015

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>[REDACTED]</u>	Federal Employer ID <u>[REDACTED]</u>

Ownership

Elaine Raleigh

First Name: Elaine

Last Name: Raleigh

City: Ankeny

State: Iowa

Zip: 50021

Position: Director of Business &

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>	
Policy Effective Date: <u>06/15/2015</u>	Policy Expiration <u>12/15/2015</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Information

Subject

Set July 6, 2015 as a public hearing of a request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation (P&Z approved unanimously April 14, 2015)

Information

Council needs to consider setting July 6, 2015 as a public hearing to annex properties adjacent to the City's eastern boundary. In your packet is a map indicating the entire 167.11 acres area requested to be annexed. The light red area indicates specific written requests for annexation and the orange area indicates additional land to be included utilizing the 80/20 rule. The original request started with the Eivins and Williams property. After contacting additional property owners within the area (Trueblood and Eyberg) both have chosen to have the remaining portions of their properties annexed as well. As for the Paulette Glascock request, a very small portion of her land sits outside the quarter section line (.09 acres). She has agreed to include this portion in order to prevent creating an island. Section 367.8 of the Code of Iowa (packet) allows an additional 20% of land to be included without the consent of the owner. This rule exists to eliminate islands and to create more uniform boundaries. Staff is recommending we used the 80/20 rule for the 4.53 acres of the Jones property to create a more uniform boundary. In this case we would be annexing an additional 4.53 acres or less than 2.8% of the total area. In the last four annexations, the City has used the 80/20 rule for both reasons (uniform boundaries and no islands).

Included in your packet is the Growth Areas Plan Map from the 2011 Comprehensive Plan. As you can see from the map, this area is shown as a portion of A-2, which is indicated as a high priority within the plan. The growth areas plan map has been a helpful tool not only to the city and developers, but to any individuals looking to purchase land near our city limits.

Also enclosed is a zoning map of the area considered for annexation. Community Director Chuck Burgin discussed the zoning classifications with both Williams and Eivins and they have requested the existing R-3 zoning to the east be extended into the new annexed area. The Comprehensive Plan indicates the Eyberg property as M-2 (General Industrial) and she has requested that designation. The Glascock, Trueblood and Jones properties should be designated A-1 (Agriculture).

This is the first of many steps needed to be completed prior to final approval by the Development Board for the State of Iowa. Letters notifying those who requested annexation as well as adjacent property owners of the April 14th P & Z meeting were sent. Chuck recommended approval of the annexation utilizing the 80 /20 rule to include the Gregory Jones 4.53 acres and the recommended zoning classifications and P&Z approved unanimously.

FYI - schedule for the annexation is as follows:

- April 14, 2015 - P&Z held their meeting regarding the annexation
- May 19, 2015 - Consultation meeting was held with the Warren County Board of Supervisors and Township Trustees. The request was approved by the Board of Supervisors (see packet)
- June 1, 2015 - Council sets July 6, 2015 as a public hearing date
- June 15, 2015 - Application will be mailed by certified mail to the Board of Supervisors, each affected public utility, IDOT, County Recorder, all non-consenting property owners, each owner of the property the adjoins the territory and all consenting property owners
- June 17, 2015 - Publish public hearing notice
- July 6, 2015 - Hold the public hearing
- July 7, 2015 - Send the annexation to the City Development Board
- The City Development Board considers the annexation proposal at its regular monthly business meeting - at this meeting the Board hears input on whether the proposal is complete and properly filed. If the

application is accepted, a date for a public hearing is set

- The City Development Board holds a public hearing - after the hearing the Board decides whether to approve or deny the annexation:
 - If the annexation is approved, the Board notifies the parties and 30-days following the notification the Board files and record documents to complete the annexation if no appeal is filed.
 - If the annexation is denied the board notifies the parties.

Attachments

[Resolution Setting Hearing](#)

[Annexation Legal Description](#)

[P&Z Minutes](#)

[P&Z Memo](#)

[Annexation Requests](#)

[Annexation Requests Map](#)

[Annexation Growth Area Plan](#)

[Annexation Zoning Map](#)

[Iowa Code Section 367.8](#)

[Bd of Supervisors Minutes](#)

[County Resolution](#)

RESOLUTION NO. _____

**A RESOLUTION SETTING A PUBLIC HEARING ON APPLICATIONS
FOR ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF
INDIANOLA, IOWA AND PROVIDING FOR THE GIVING OF NOTICE
OF SUCH HEARING**

WHEREAS, the owners of the following described real estate have either made application for annexation of such real estate to the City of Indianola, Iowa or are being included so as to provide for a uniform boundary:

See attached Exhibit "A"

WHEREAS, this Council deems it appropriate that a public hearing be held on such proposed annexation.

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

1. A public hearing before this Council on the proposed annexation described in the preamble to this Resolution is hereby set for 6:00 p.m. on the 6th day of July 2015.
2. The City Clerk is hereby authorized and directed to provide notice by mail and to publish notice of such hearing at the time and in the manner required by law.

Approved this 26th day of May 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



COMMUNITY DEVELOPMENT

2015 Annexation Legal Descriptions (as of 04/21/2015) Pg. 1

Entire Area

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 76 North, Range 23 AND

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ AND the Northeast 10 Acres of the Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ AND the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ AND the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 76 North, Range 23, West of the 5th P.M., Warren County, Iowa.

City of Indianola: Parcel # 13000290429

The former C.B.&Q. Railroad right-of-way lying within the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 29, Township 76 North, Range 23, West of the 5th P.M., Warren County, Iowa.

A tract of land adjoining the former C.B.&Q. Railroad right-of-way, with said tract being sixty (60) feet in width measured perpendicular from the southern right-of-way line of said former C.B.&Q. Railroad and ninety (90) feet in length measured from a point southwesterly along said southern right-of-way line with said point being three hundred forty (340) feet southwesterly from the east line of the Northwest Quarter (NW $\frac{1}{4}$) of Section 29, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, measured along said southern right-of-way line.

Eivins: Parcel # 13000290427

All of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the right of way of the Railroad running through said forty, EXCEPT a tract of land adjoining the former C.B.&Q. Railroad right-of-way, with said tract being 60 feet in width measured perpendicular from the southern right-of-way line of said former C.B.&Q. Railroad and 90 feet in length measured from a point southwesterly along said southern right-of-way line with said point being 340 feet southwesterly from the east line of the NW $\frac{1}{4}$, all in Section 29, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

Eyberg: Parcel #s 13000200441 AND 13000200462

The East one half ($\frac{1}{2}$) of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ AND the North one half ($\frac{1}{2}$) of the East one half ($\frac{1}{2}$) of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 76, Range 23, West of the 5th P.M., Warren County, Iowa, containing 39.06 acres.



COMMUNITY DEVELOPMENT

2015 Annexation Legal Descriptions (as of 04/21/2015) Pg. 2

Glascock: Parcel # 48870200662

All that part of Amended Parcel B, recorded in Book 2013 Page 541, lying in the Southeast Quarter of the Southwest Quarter of Section 20, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

Jones: Parcel # 13000200681

A parcel of land in the Southeast $\frac{1}{4}$ of Section 20, T-76N, R-23 West of the 5th P.M., Warren County, Iowa; beginning at the Northeast corner of the South $\frac{1}{2}$ Southwest $\frac{1}{4}$ of said section 20, thence South 1d20'03" East (assumed for this description) along the East line of said Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$, 348.00 feet; thence South 90d00'00" West, 626.00 feet; thence North 1d20'03" West, 348.00 feet to the North line of said South $\frac{1}{2}$ Southwest $\frac{1}{4}$; thence North 90d00'00" East, 626.00 feet to the point of beginning containing 5.00 acres, more or less, including 0.47 acres of road right of way along the North side thereof.

Trueblood: Parcel #s 13000200468, 13000200642 AND 13000200620

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast 10 Acres of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast 10 Acres of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, All in Section 20, Township 76 North, Range 23, West of the 5th P.M., Warren County, Iowa, containing 59 Acres.

Williams: Parcel #s 13000290423 AND 13000200680

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20 and all of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29 lying North of Railroad Right-of-Way, all in Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa,

Except Parcel "A" of the survey of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 10 of 76-23 and recorded on December 14, 1995 in the office of the Warren County Recorder,

Except Parcel "B" of the amended survey of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 20, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, as recorded in Book 2013 Page 541 on January 17, 2013 in the office of the Warren County Recorder.

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
APRIL 14, 2015
6:00 P.M.

The meeting was called to order by Chairperson Doug Opie and on roll call the following members were present:

Joe Butler
Tiffany Coleman
Mary Donaghy
Al Farris
Joe Gezel

Doug Opie
Bob Ormsby
Josh Rabe
Misty Soldwisch

Also present: Ryan Robertshaw, Tim Locher, Chuck and Mary Night, Eric Cannon, Jeremy Shepherd, Randy Edwards, James O'Meara, Blair and Marilyn Lawson, Chris Schupp, Mindi Robinson and Chuck Burgin.

The minutes of the February 10, 2015 meeting were approved on a motion made by Donaghy and seconded by Butler. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Chairperson Opie informed the Commission the order of the agenda has been changed due meeting conflicts with presenters.

Consider preliminary plat of Summercrest Hills Plat 5.

Chuck summarized the reason for reviewing the preliminary plat of Summercrest Hills from its original approval in 2013 is because there has been a change in a street extension, additional lots and orientation. He further explained the future extension of Hoover Street is a good change and the additional right-of-way to the north will be needed prior to the Hoover extension to the east. Overall improvements made from the 2013 plat include traffic flow and full land development.

Eric Cannon of Snyder and Associates addressed the Commission. Commission discussed the detention basin within Outlot X and the zoning of the area. Farris stated his concern for the lack of parks in the area.

Cindy Johnson entered the meeting.

Farris questioned the use of a cul-de-sac within a cul-de-sac.

Butler stated he would be abstaining from agenda items 6, 7 and 8.

A motion was made by Farris and seconded by Rabe to approve the preliminary plat of Summercrest Hills Plat 5 with the recommendations made by staff. Question was called for and on voice vote Chairperson Opie declared the motion carried, Butler abstained.

Consider final plat of Summercrest Hills Plat 5.

Chuck reviewed the final plat request stating the area consists of seven lots on 9.89 acres and shows an extension of East Scenic Valley Avenue of approximately 700'. Lots one through six will most likely be townhomes while lot seven will be a three story, 116 unit senior apartment complex.

Commission discussed the dead end street of East Scenic Valley Avenue. Chuck stated Section 170.11 of Indianola's subdivision ordinance limits the distance of dead-end street to 500' in length. The street will continue in the future therefore Commission should recommend to Council to grant a variance to the street design standard which will allow for a gravel cul-de-sac for large truck traffic turnaround.

Motion was made by Rabe and seconded by Coleman to approve the final plat of Summercrest Hills Plat 5 with the recommendations made by staff, including the recommendation of a variance to the street design standard allowing a dead end at East Scenic Valley Avenue with a temporary turnaround. Question was called for and on voice vote Chairperson Opie declared the motion carried, Butler abstained.

Consider re-approval of final plat of Summercrest Hills Plat 4.

Chuck stated the original final plat of Summercrest Hills 4 was approved by Planning and Zoning and City Council in February 2014. The new 2015 final plat includes a proposed addition of a buildable lot identified as lot 7. The area was originally an outlot, approved with plat 1, being used as a storm water detention basin for Theisen's and surrounding area. The developer intends to relocate the detention basin to the east side of lot 7 (Outlot X). Chuck further stated the change relocates an unsightly detention basin off the highway to the rear of the development.

Commission discussed the detention basin requirements including how much water it can hold. Commission also discussed the timeframe for development of the area. Chuck informed the Commission that he expected infrastructure to begin this year, including sewer, water and roads.

Motion was made by Ormsby and seconded by Donaghy to approve the final plat of Summercrest Hills Plat 4, subject to indicating public sidewalks on the plat. Question was called for and on voice vote Chairperson Opie declared the motion carried, Butler abstained.

Consider request from Calamar Enterprises to construct a three story, 116 unit, senior residential apartment complex on a site in excess of one acre.

Chuck summarized the new zoning ordinance requiring both the Commission and Council approval prior to development of residential projects on lots exceeding one acre. Chuck informed the Commission the Board of Adjustment would be hearing a variance request from Calamar Enterprises regarding a reduction in off-street parking requirements, which is allowed because the project is identified as senior housing.

Tim Locher of Blue Forrest Group spoke on behalf of Calamar Enterprises stating the average age of residents in the company's other complexes is 72 years old.

Orsmby questioned the requirements of a buffer park for a development such as this. Chuck stated buffer parks are required for adjacent parking lots if single family dwellings are developed to the east. However, if multifamily units are constructed, including duplexes, a buffer will not be required.

Butler questioned whether the Commission could apply a stipulation that the complex remain a senior residential complex. Chuck stated he would consult with the city attorney to seek an answer. However, the Board of Adjustment can stipulate if their variance was granted on the basis of senior housing.

Motion was made by Farris and seconded by Donaghy to approve the request from Calamar Enterprises to construct a three story, 116 unit, senior residential apartment complex on a site in excess of one acre. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Consider request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation.

Chuck informed the Commission a request from Steve and Barbara Williams and Bob Eivins for a voluntary annexation started the process of annexing this area within the city limits. To create a more uniform boundary and prevent islands, Chuck approached Dr. Trueblood, Robin Eyberg and Polly Glascock to confirm their interest in annexing their land too. All parties agreed. However, Gregory Jones has chosen not to annex his 4.53 acres voluntary. Because of this, Chuck recommends the City use the 80/20 rule from Section 367.8 of the Iowa Code. This rule exists to eliminate islands and create more uniform boundaries.

Chuck continued to explain previous annexations required all land brought into city limits be zoned A-1 agriculture. This was changed after the city annexed land north of town where the car dealerships are located. Zoning classifications have been discussed with all participating land owners. Williams and Eivins request R-3 (mixed residential) zoning, while Eyberg requests a change to M-2 (general industrial) zoning. The Glascock, Trueblood and Jones properties will continue their current A-1 (agriculture) zoning classification.

Commission discussed the 80/20 rule and how that affects taxes for the Jones property. Chris Shupe of 10945 146th Lane questioned the zoning of the Jones property, as a business is currently established there. Chuck stated the Jones property will be zoned agriculture and therefore will be considered existing nonconforming. However, if Mr. Jones wishes to make any improvements to his structure, his zoning classification will need to change and he will be required to follow Indianola zoning.

Shupe also questioned street name changes, street maintenance and zoning to the north of Jersey Street. Chuck informed Mr. Shupe that the road within the city limits would become Iowa Avenue, the City and County would form an agreement as to which

would perform maintenance and the land to the north of Iowa Avenue/Jersey Street (Trueblood property) would continue with an agriculture zoning classification.

Motion was made by Ormsby and seconded by Butler to approve the request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation, with staff recommendations on each zoning classification included. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Consider request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential).

Chuck stated the original request from Bob Eivins was for the larger portion of land, addressed as 2102 East 2nd Avenue. Chuck then contacted the adjacent property owners to inquire if they would be interested in having their property rezoned as well. All three property owners agreed to do so. The four properties requesting rezoning total 11.65 acres. The Future Land Use Map of the 2011 Comprehensive Plan identifies this area as low density residential. With R-3 zoning defined as medium to high density, Mr. Eivins agreed to place a condition on his rezoning request to limit residential development to one and two family only and construction with a maximum height of two stories.

Commission discussed the need to change the Comprehensive Plan. Chuck informed them that with the conditional use, the Future Land Use map of the Comprehensive Plan would not need changed.

Jim O'Meara of 2105 East 1st Avenue voiced his concerns regarding multifamily units in the area.

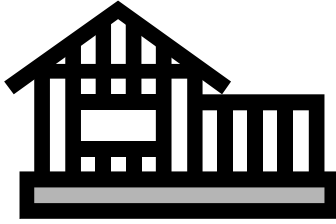
Butler questioned whether the Lawson's and Mr. Borts would be interested in placing a condition on their property as well. Mr. Lawson stated he was not interested in the conditional use.

Motion was made by Ormsby and seconded by Farris to approve the request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential), with the conditions listed on the Eivins property. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Meeting adjourned on a motion by Coleman and seconded by Donaghy.

Doug Opie, Chairperson

Mindi Robinson



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: April 14, 2015 Meeting

Item #4 Consider request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation.

Enclosed is a map indicating the entire 167.11 acres area requested to be annexed. The light red area indicates specific written requests for annexation and the orange area indicates additional land to be included utilizing the 80/20 rule. The original request started with the Eivins and Williams property. After contacting additional property owners within the area (Trueblood and Eyberg) both have chosen to have the remaining portions of their properties annexed as well. As for the Paulette Glascock request, a very small portion of her land sits outside the quarter section line (.09 acres). She has agreed to include this portion in order to prevent creating an island. I have enclosed Section 367.8 of the Code of Iowa which allows an additional 20% of land to be included without the consent of the owner. This rule exists to eliminate islands and to create more uniform boundaries. I am recommending we used the 80/20 rule for the 4.53 acres of the Jones property to create a more uniform boundary. The location of this property is a good example of why the rule exists. In this case we would be annexing an additional 4.53 acres or less than 2.8% of the total area. In the last four annexations, the City has used the 80/20 rule for both reasons (uniform boundaries and no islands).

I have included The Growth Areas Plan Map from the 2011 Comprehensive Plan. As you can see from the map, this area is shown as a portion of A-2, which is indicated as a high priority within the plan. The growth areas plan map has been a helpful tool not only to the city and developers, but to any individuals looking to purchase land near our city limits

Previous annexations required all land brought into the city limits be zoned A-1. This was changed after we annexed the three car dealerships north of town. The change reads as follows:

Chapter 165.11 (6) states "New Areas Annexed to City. All territory which may hereafter become a part of the incorporated area of the City shall be reviewed by the Planning and Zoning Commission prior to annexation for the most appropriate use. The proposed zoning classification may be determined by reviewing the existing land uses of the land provided such uses are listed as a permitted principal use within the zoning ordinance. The future land use map

within the current comprehensive plan should be used for land that is undeveloped as well as the availability of public water and sanitary sewer services. The Commission may recommend the appropriate zoning district classification prior to such territory becoming a part of the City and upon the holding of a public hearing and approval of the Council, the territory, upon becoming part of the City, may be immediately classified.”

Enclosed is a zoning map of the area considered for annexation. I have discussed the zoning classifications with both Williams and Eivins and they have requested the existing R-3 zoning to the east be extended into the new annexed area. The Comprehensive Plan indicates the Eyberg property as M-2 (General Industrial) and she has requested that designation. The Glascock, Trueblood and Jones properties should be designated A-1 (Agriculture).

This is the first of many steps needed to be completed prior to final approval by the Development Board for the State of Iowa. I have enclosed a schedule of the additional steps that need to be taken. The total process is approximately 6 to 9 months before final certification is completed. Letters notifying those who have requested annexation as well as adjacent property owners of the April 14th P & Z meeting have been sent. I recommend approval of the annexation utilizing the 80 /20 rule to include the Gregory Jones 4.53 acres and the recommended zoning classifications.

Item #5 Consider request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential).

The original request from Bob Eivins was for the larger portion of land indicated on the aerial vicinity map enclosed. After reviewing the area, I contacted additional adjacent property owners and inquired if they would want to have their property be rezoned as well. All three contacted agreed to do so. What started as a request to rezone 7.75 acres has increased to four separate properties totaling 11.65 acres. If approved R-3 zoning would border on the west and north, C-2 to the south and A-1 to the east.

After reviewing the Future Land Use Map of the 2011 Comprehensive Plan, this area has been identified as low density residential. With R-3 zoning defined as medium to high density, I contacted Robert Eivins and recommended, and he has agreed, placing conditions on his rezoning request. Several years ago the state legislator modified the law allowing cities to place conditions on land when new zoning classifications are considered. The conditions must be in writing and agreeable with the owner prior to the Council public hearing. The conditions Mr. Eivins has agreed to will limit residential development to one and two family only and construction with a maximum height of two stories.

I recommend approval of the request, subject to the conditions remaining in place.

Item #6 Consider preliminary plat of Summercrest Hills Plat 5.

Enclosed is a copy of the preliminary plat that was approved in 2013, and the new preliminary plat under consideration. Because there has been a change in a street extension, additional lots and orientation, I am recommending additional approval of the preliminary plat be required.

The preliminary plat gives the Commission the ability to review the entire future street, utility and lot layout of the remainder of the land within Summercrest Hills. The extension of North 7th Street to the future extension of Hoover Street is a good change and one I had recommended in the previously approved plat. Additional right-of-way to the north will be needed prior to Hoover's extension to the east. I have previously discussed this issue with the owner, Nick Nichols, and showed interest in development of the area. All other areas not within the boundary lines indicated are the previously approved Summercrest Hills Plats 1, 2, and 3.

The preliminary plat is indicating a total of 86 lots on 116.4 acres. The zoning of lots 1 thru 10 and lots 24 thru 28 is C-2 (Highway Commercial). The remainder of the area is R-3 (Mixed Residential). I have enclosed a zoning map of the area. You can see some additional rezoning between the commercial and proposed residential areas will have to be modified sometime in the near future. Listed below are the changes and or clarifications needed prior to action by the City Council.

1. Include street names. The E/W road off the extension of North 8th Street should be East Trail Ridge Drive. The far east N/S street as North 8th Court. The existing 8th Street will stop at the intersection of 7th and the remainder of the street heading to the north boundary limits should be identified as North 7th Street.
2. Note should be placed on plat requiring rezoning application prior to any further platting requests after Plat 5.
3. Many additional lots have been added to the new preliminary plat, the majority being residential. The concerns I have with lot 1 (along Hwy. 65-69) will be addressed on item #8 of this agenda.
4. Indicate proposed street grades.
5. Identify the use of Outlot X.
6. Storm water review to be completed and approved by the City of Indianola's consulting engineer. Construction documents for sanitary sewer, storm sewer, water main and paving improvements are subject to department head approval.

Overall I see improvements made from the 2013 plat, particularly in traffic flow and full land development. Notifications to adjoining property owners have been mailed and both City and IMU department head review has been completed. I recommend approval of the plat subject to the items listed above being corrected prior to City Council action.

Item #7 Consider final plat of Summercrest Hills Plat 5.

I have enclosed a copy of plat 5 and a vicinity map of the area to be platted. The plat consists of 7 lots situated on 9.89 acres and shows an extension of East Scenic Valley Avenue of approximately 700'. The unidentified street to the west, North 7th Street, is paved. The site is zoned R-3 (Mixed Residential). Lots 1 thru 6 will most likely be used for townhomes and lot 7 is for the three story, 116 unit senior apartment complex, which is item #9 on this agenda. Listed below are changes and/or clarifications needed prior to City Council action.

1. Accurate references to known or permanent monuments, giving the bearing and distance from some corner of a congressional division of the county.
2. Identify North 7th Street on the plat.
3. Building setback line of 20' on the west side of lot 1 is accurate provided the proposed building improvement fronts Scenic Valley. The setback line should be changed to 25' or a note on plat indicating new improvements on lot 1 must front on East Scenic Valley Avenue.
4. Indicate location of public sidewalks.
5. Developer to coordinate street lighting with IMU and Mid American Energy.

The list above indicates requirements to be listed on the plat. Section 170.11 of Indianola's subdivision ordinance limits the distance of dead-end streets to 500' in length. In this particular situation, the extension of Scenic Valley Avenue as proposed will exceed 700'. I am confident the street will be extended to North 7th Street in the near future, making the street compliant with the ordinance. However in the mean time, Planning and Zoning Commission needs to recommend to the Council to grant a variance to the street design standard. Variances to the design standards are not all that uncommon. In this particular situation, I would recommend the developer place a temporary vehicle turnaround at the end of the dead-end street such as a gravel cul-de-sac or hammer head for the use of large truck traffic such as emergency vehicles, snow plows and garbage pick-up. This is a much safer option than backing these types of vehicles for long distances.

Notification to adjacent property owners has been mailed and department head reviews are complete. I recommend approval with the recommended changes being made prior to City Council action.

Item #8 Consider re-approval of final plat of Summercrest Hills Plat 4.

The original final plat of Summercrest Hills 4 was approved by Planning and Zoning and City Council in February 2014. Enclosed is the 2014 and the new 2015 plat. The only change being proposed is the addition of a building lot identified as lot 7 on the new plat. This area was originally an outlot, approved with plat 1, being used as a storm water detention basin for the Thiesen's store. The developer intends to relocate the detention basin to the east side of lot 7 (Outlot X).

The proposed change is a good one for a couple of reasons.

1. The change adds an additional building lot to the area.
2. The change relocates an unsightly detention basin off the highway and to the rear of the development.

Because access to lot 7 from Highway 65-69 is limited, an ingress/egress easement has been provided between lots 5 and 6.

I recommend approval of the plat subject to indicating public sidewalks.

Item #9 Consider request from Calamar Enterprises to construct a three story, 116 unit, senior residential apartment complex on a site in excess of one acre.

Enclosed is the Development Application, a site plan of the area, a letter from Blue Forrest explaining the project summary and an aerial vicinity map of the proposed site. The site is indicated as lot 7 of the Final Plat of Summercrest Hills 5, (Item 7 on the agenda).

Most of you will recall the City has recently amended the zoning ordinance requiring both the Planning and Zoning Commission action and Council approval prior to development of residential projects on lots that exceed one acre. The intent of the change was to give property owners within 200' of the area under consideration an opportunity to voice their opinions regarding the project, similar to rezoning. All other requirements of the Site Plan Ordinance have been met as well as the zoning requirements for setback and densities. As for the request, adequate water, sewer and street design has been addressed during the overall planning of this subdivision.

Because the project is identified as senior housing, the owner is seeking a reduction in off-street parking requirements. A hearing has been scheduled for Board of Adjustment action later this month.

Notifications to all property owners within 200' of the proposal have been mailed. I recommend approval of the request.

February 25, 2015

Mayor Shaw and City Council
C/O Mr. Chuck Burgin, Director of Community Development
City Hall
110 North 1st Street
Indianola, Iowa 50125

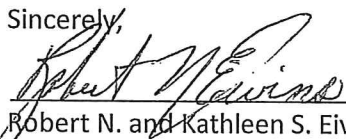
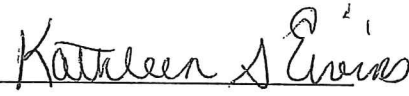
RE: Request for Voluntary Annexation, Parcel # 13000290427

We are requesting voluntary annexation of the following property into the City limits of Indianola:

Legal Description: All of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the right of way of the Railroad running through said forty, EXCEPT a tract of land adjoining the former C.B.&Q. Railroad right-of-way, with said tract being 60 feet in width measured perpendicular from the southern right-of-way line of said former C.B.&Q. Railroad and 90 feet in length measured from a point southwesterly along said southern right-of-way line with said point being 340 feet southwesterly from the east line of the NW $\frac{1}{4}$, all in Section 29, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

Thank you for considering this request.

Sincerely,

  3/23/15
Robert N. and Kathleen S. Eivins

6230 NE Jones Road
Cameron, MO 64429

COMMUNITY DEVELOPMENT

APR 10 2015

INDIANOLA, IOWA

March 25, 2015

Mayor Shaw and City Council
C/O Mr. Chuck Burgin, Director of Community Development
City Hall
110 North 1st Street
Indianola, Iowa 50125

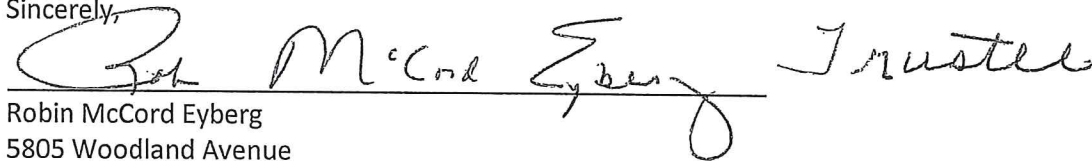
RE: Request for Voluntary Annexation, Parcel #s 13000200441 AND 13000200462

We are requesting voluntary annexation of the following property into the City limits of Indianola:

Legal Description: The East one half (1/2) of the Northwest ¼ of the Northwest ¼ AND the North one half (1/2) of the East one half (1/2) of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Warren County, Iowa, containing 39.06 acres.

Thank you for considering this request.

Sincerely,

 Trustee

Robin McCord Eyberg
5805 Woodland Avenue
West Des Moines, Iowa 50266

(scan email)
Sent to Burgin 4/3/15
Called Jim E with request - he approved

COMMUNITY DEVELOPMENT

MAR 27 2015

INDIANOLA, IOWA

February 25, 2015

Mayor Shaw and City Council
C/O Mr. Chuck Burgin, Director of Community Development
City Hall
110 North 1st Street
Indianola, Iowa 50125

RE: Request for Voluntary Annexation, Parcel No. 13000200468, 13000200642 AND 13000200620

We are requesting voluntary annexation of the following property into the City limits of Indianola:

Legal Description: The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast 10 Acres of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast 10 Acres of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, All in Section 20, Township 76 North, Range 23, West of the 5th P.M., Warren County, Iowa, containing 59 Acres.

Thank you for considering this request.

Sincerely,

H. Ward Trueblood 3-24-15

H. Ward Trueblood
29 Alverno Court
Redwood City, CA 94061

Anne Trueblood Kreisel
Anne Trueblood Kreisel

Janet Trueblood Kem
Janet Trueblood Kem

February 25, 2015

Mayor Shaw and City Council
C/O Mr. Chuck Burgin, Director of Community Development
City Hall
110 North 1st Street
Indianola, Iowa 50125

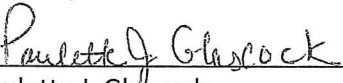
RE: Request for Voluntary Annexation, Parcel No. 48870200662

We are requesting voluntary annexation of the following property into the City limits of Indianola:

Legal Description: All that part of Amended Parcel B, recorded in Book 2013 Page 541, lying in the Southeast Quarter of the Southwest Quarter of Section 20, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

Thank you for considering this request.

Sincerely,



Paulette J. Glascock
1715 East Iowa Avenue
Indianola, Iowa 50125

February 25, 2015

City of Indianola
110 N First St
Indianola Iowa 50125
Attn: Chuck Burgin

Dear Mr. Burgin:

Please consider this letter a request to voluntarily annex my property legally described as:

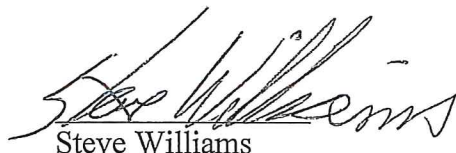
The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20 and all of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29 lying North of Railroad Right-of-Way, all in Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa,

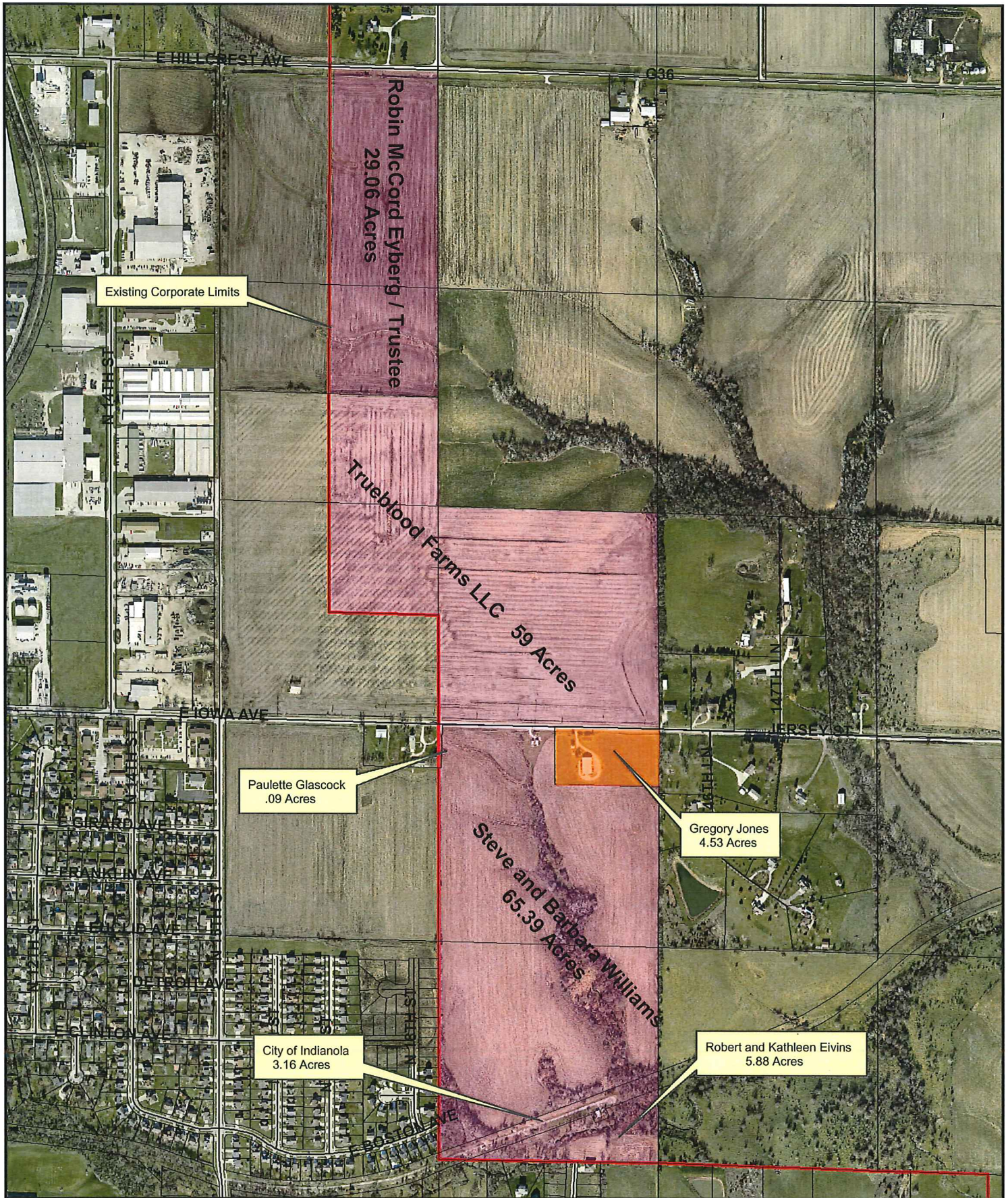
Except Parcel "A" of the survey of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 8, Page 10 of 76-23 and recorded on December 14, 1995 in the office of the Warren County Recorder,

Except Parcel "B" of the amended survey of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 20, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, as recorded in Book 2013 Page 541 on January 17, 2013 in the office of the Warren County Recorder.

Parcels 13-000-29-0423 and 13-000-20-0680

Sincerely,


Steve Williams



Voluntary Annexation Request Evins, Williams, Glascock, Trueblood, Eyberg and City of Indianola



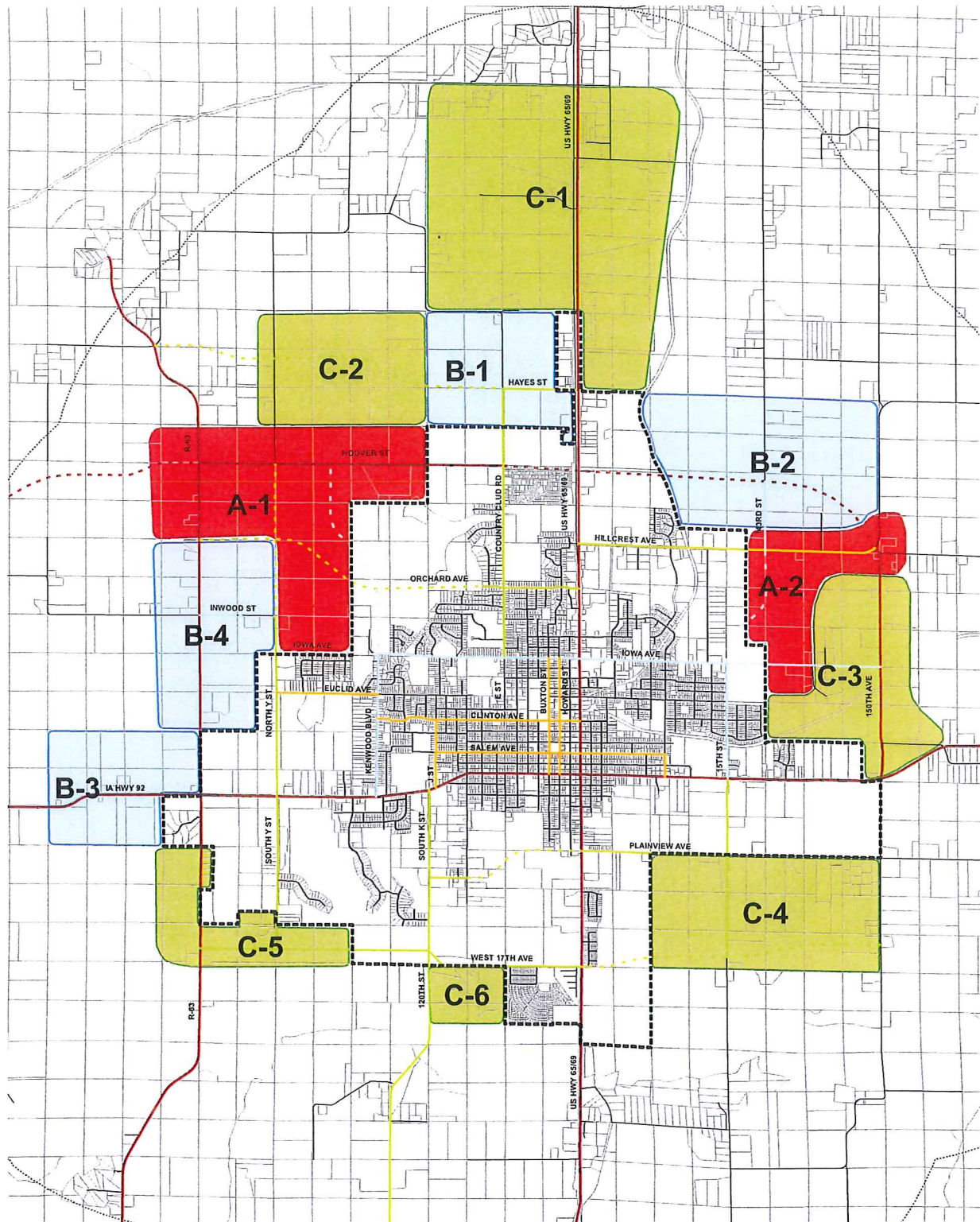
Voluntary Annexation



Annexation 80/20 Rule



City Limits



SNYDER & ASSOCIATES
Engineers and Planners

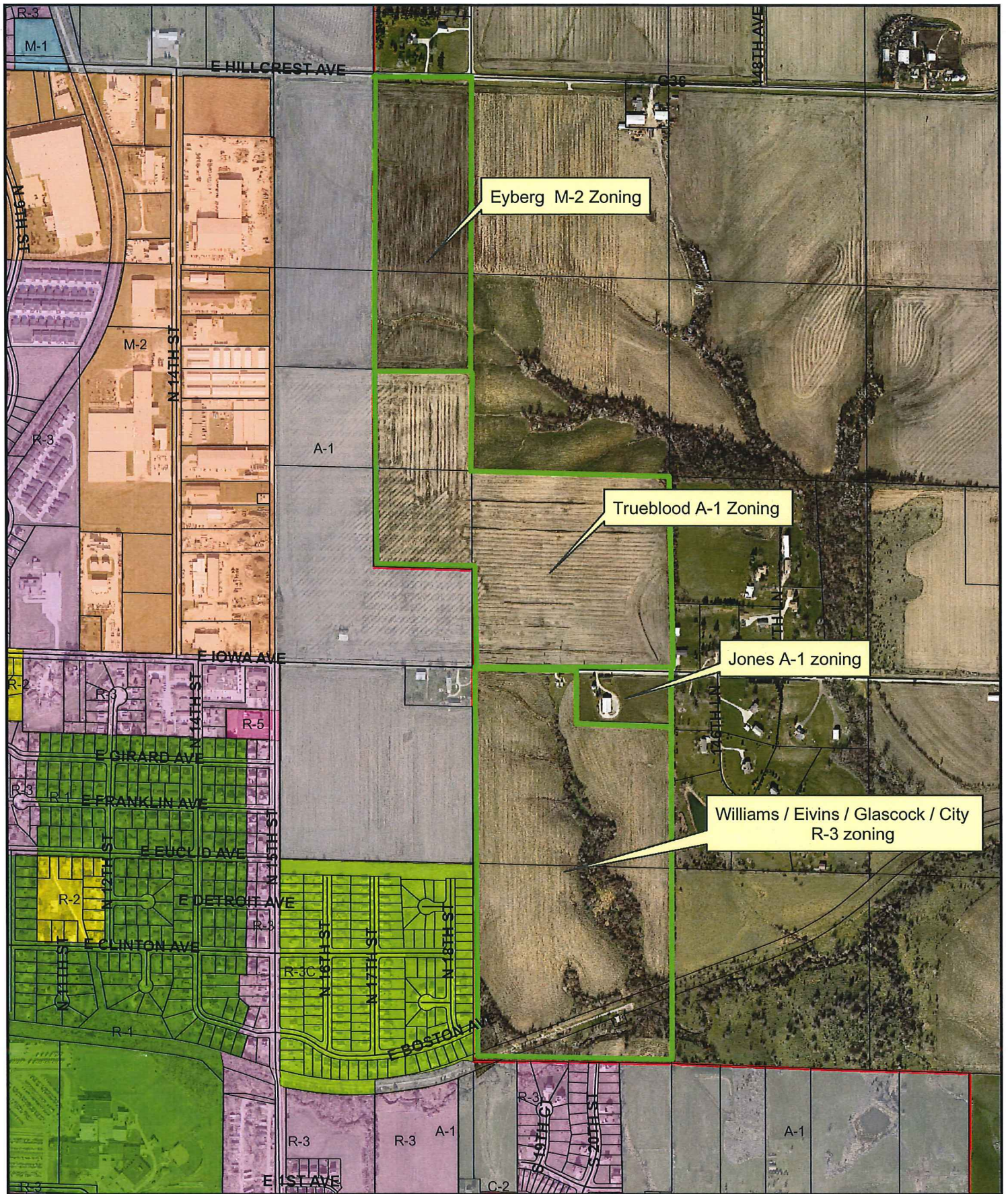


0 2,500 5,000 10,000 Feet

Legend

Growth Areas

- High Priority
- Moderate Priority
- Priority
- Indianola Corporate Limits



Existing Zoning and Proposed Zoning Classifications for Newly Annexed Areas

Document 1 of 1**Source:**

Iowa Code/2015 IOWA CODE/2015 IOWA CODE/TITLE IX LOCAL GOVERNMENT/SUBTITLE 4 CITIES/CHAPTER 368 CITY DEVELOPMENT/368.7 Voluntary annexation of territory.

368.7 Voluntary annexation of territory.

1. *a.* All of the owners of land in a territory adjoining a city may apply in writing to the council of the adjoining city requesting annexation of the territory. Territory comprising railway right-of-way or territory comprising not more than twenty percent of the land area may be included in the application without the consent of the owner to avoid creating an island or to create more uniform boundaries. Public land may be included in the territory to be annexed. However, the area of the territory that is public land included without the written consent of the agency with jurisdiction over the public land shall not be used to determine the percentage of territory that is included with the consent of the owner and without the consent of the owner.

b. (1) Prior to notification in paragraph “*c*”, the annexing city shall provide written notice to the board of supervisors and township trustees of each county and township that contains all or a portion of the territory to be annexed. The written notice shall include the same information required in paragraph “*c*” and shall set a time for a consultation on the proposed annexation between the annexing city and each county and township that contains all or a portion of the territory to be annexed. The consultation shall be held at least fourteen business days before the applications in paragraph “*c*” are mailed. The governing body of each such county and township may designate one of its members to attend the consultation. Each such county and township may make written recommendations for modification to the proposed annexation no later than seven business days following the date of the consultation.

(2) Not later than thirty days after the consultation, the board of supervisors of each county that contains all or a portion of the territory to be annexed shall, by resolution, state whether or not it supports the application or whether it takes no position in support of or against the application. If there is a comprehensive plan for the county, the board shall take the plan into account when considering its resolution. A copy of the resolution shall be immediately filed with the annexing city and shall be considered by the city council when taking action on the application. The city council shall forward a copy of the resolution to the city development board as part of the city proceedings on the annexation. Failure of a board of supervisors to adopt a resolution shall not delay the proceedings on the application nor shall such failure be considered a deficiency either in the application or in the annexing city’s proceedings.

c. A copy of the application shall be mailed by certified mail to the nonconsenting owner and each affected public utility, at least fourteen business days prior to any action taken by the city council on the application. The application must contain a legal description and a map of the territory showing its location in relationship to the city.

d. The city shall provide for a public hearing on the application before approving or denying it. The city shall provide written notice at least fourteen business days prior to any action by the city council regarding the application, including a public hearing, by regular mail to the chairperson of the board of supervisors of each county which contains a portion of the territory proposed to be annexed, each public utility which serves the territory proposed to be annexed, each owner of property located within the territory to be annexed who is not a party to the application, and each owner of property that adjoins the territory to be annexed unless the adjoining property is in a city. The city shall publish notice of the application and public hearing on the application in an official county newspaper in each county which contains a portion of the territory proposed to be

annexed. Both the written and published notice shall include the time and place of the public hearing and a legal description of the territory to be annexed. The city shall not assess the costs of providing notice as required in [this section](#) to the applicants. The city council shall approve or deny the application by resolution of the council.

e. An application for annexation under [this subsection](#) may be withdrawn by an applicant at any time within three business days after the public hearing unless the application was made pursuant to a written agreement for the extension of city services or unless the right to withdraw the application was specifically identified and waived by the applicant in the application. A landowner who has consented to the annexation may, within three business days after the public hearing, withdraw the landowner's consent to the annexation unless the landowner has entered into a written agreement for extension of city services or unless the right to withdraw consent was specifically identified and waived by the landowner.

f. An annexation including territory comprising not more than twenty percent of the land area without consent of the property owners is not complete without approval by four-fifths of the members of the city development board after a hearing for all affected property owners and the county. When considering such an annexation application, the board may request that the annexing city provide information on the amount of land located in the annexing city that is currently vacant or undeveloped and whether municipal services are being provided to current residents of the annexing city.

2. An application for annexation of territory not within an urbanized area of a city other than the city to which the annexation is directed must be approved by resolution of the council which receives the application. The city council shall mail a copy of the application by certified mail to the board of supervisors of each county which contains a portion of the territory at least fourteen business days prior to any action taken by the city council on the application. The council shall also publish notice of the application in an official county newspaper in each county which contains a portion of the territory at least fourteen days prior to any action taken by the council on the application. Upon receiving approval of the council, the city clerk shall file a copy of the resolution, map, and legal description of the territory involved with the secretary of state, the county board of supervisors of each county which contains a portion of the territory, each affected public utility, and the state department of transportation. The city clerk shall also record a copy of the legal description, map, and resolution with the county recorder of each county which contains a portion of the territory. The secretary of state shall not accept and acknowledge a copy of a legal description, map, and resolution of annexation which would create an island. The annexation is completed upon acknowledgment by the secretary of state that the secretary of state has received the legal description, map, and resolution.

3. An application for annexation of territory within an urbanized area of a city other than the city to which the annexation is directed must be approved both by resolution of the council which receives the application and by the board. The board shall not approve an application which creates an island. Notice of the application shall be mailed by certified mail, by the city to which the annexation is directed, at least fourteen business days prior to any action by the city council on the application to the council of each city whose boundary adjoins the territory or is within two miles of the territory, to the board of supervisors of each county which contains a portion of the territory, each affected public utility, and to the regional planning authority of the territory. Notice of the application shall be published in an official county newspaper in each county which contains a portion of the territory at least ten business days prior to any action by the city council on the application. The annexation is completed when the board has filed and recorded copies of applicable portions of the proceedings as required by [section 368.20, subsection 1](#), paragraph "b".

4. a. If one or more applications for a voluntary annexation and one or more petitions for an

involuntary annexation or incorporation for a common territory are submitted to the board within thirty days of the date the first application or petition was submitted to the board, the board shall approve the application for voluntary annexation, if the application meets the applicable requirements of [this chapter](#), unless the board determines by a preponderance of the evidence that the application was filed in bad faith, or that the application as filed is contrary to the best interests of the citizens of the urbanized area, or that the applicant cannot within a reasonable period of time meet its obligation to provide services to the territory to be annexed sufficient to meet the needs of the territory. In consideration of the requests, the board may appoint a committee in the manner provided in [section 368.14](#) to seek additional information from the applicant for voluntary annexation as necessary, including the information required of petitioners pursuant to [section 368.11](#). The board, or the committee, if applicable, shall hold a public hearing on the application for voluntary annexation in the manner provided for involuntary petitions in [section 368.15](#). The decision of the board under [this subsection](#) shall be made within ninety days of receipt of the application by the board. The failure of the board to approve an application under this paragraph shall be deemed final agency action subject to judicial review.

b. If an application for voluntary annexation is not approved pursuant to [this section](#), the board shall cause the conversion of the application to a petition pursuant to [section 368.13](#) and shall proceed under [section 368.14A](#). The conversion of an application to a petition shall not prejudice the status of the applicant. Judicial review of a board decision under [this subsection](#) may be requested by an aggrieved party.

5. In the discretion of a city council, the resolution provided for in [subsection 1](#), paragraph “d”, or [subsection 2 or 3](#), may include a provision for a transition for the imposition of city taxes against property within the annexation area as provided in [section 368.11, subsection 3](#), paragraph “m”.

[R60, §1038; C73, §426; C97, §617, 621; C24, 27, 31, 35, 39, §5615, 5616; C46, 50, 54, 58, 62, 66, 71, 73, §362.30, 362.31; C75, 77, 79, 81, §368.7]

86 Acts, ch [1245](#), §845; 89 Acts, ch [299](#), §2; 91 Acts, ch [187](#), §2, 3; 91 Acts, ch [250](#), §3, 4; 92 Acts, ch [1174](#), §2; 93 Acts, ch [152, §4](#); 2002 Acts, ch [1132, §5 – 8, 11](#); 2003 Acts, ch [148, §3, 9](#); 2005 Acts, ch [19, §50](#); 2005 Acts, ch [111, §1 – 3, 5](#); 2010 Acts, ch [1061, §179, 180](#)

Referred to in [§368.12, 368.25A](#)

© Iowa Legislature

MINUTES TO BE APPROVED AT THE JUNE 2nd, 2015 MEETING

May 19, 2015

The Warren County Board of Supervisors met Tuesday, May 19, 2015, at 9:30 a.m. with Supervisors' Doug Shull, Dean Yordi and Crystal McIntyre present. County Auditor Traci VanderLinden and County Administrator Jean Furler were also present. The following business was had to-wit:

RESOLUTION 15-76 INDIANOLA VOLUNTARY ANNEXATION

BE IT RESOLVED THAT, the Warren County Board of Supervisors hereby approves City of Indianola Voluntary Annexation. Carried unanimously

SIMPLE MOTION by Crystal McIntyre, seconded by Dean Yordi, to receive and file reports as follows:

- A) Recorder's
- B) General Assistance
- C) Veteran Affairs
- D) Humane Society

Supervisor Crystal McIntyre gave report of her previous week's activities.

Supervisor Dean Yordi gave report of his previous week's activities.

The County Administrator gave report of her previous week's activities.

RESOLUTION 15-77 OPEN PUBLIC HEARING SALE OF COUNTY OWNED REAL ESTATE

BE IT RESOLVED THAT, the Warren County Board of Supervisors hereby enters into the public hearing portion of the meeting regarding sale of interest in county owned real estate. Carried unanimously

RESOLUTION 15-78 CLOSE PUBLIC HEARING SALE OF COUNTY OWNED REAL ESTATE

BE IT RESOLVED THAT, the Warren County Board of Supervisors hereby approves to close the public hearing portion of the meeting regarding sale of interest in county owned real estate. Carried unanimously

RESOLUTION 15-79 APPROVE SALE OF COUNTY'S INTEREST IN CERTAIN REAL ESTATE

BE IT RESOLVED THAT, Warren County, by the Warren County Board of Supervisors, sell/convey Warren County's interest in the following legally described real estate located in Warren County, Iowa:

That part of Parcel T of the Northwest Quarter of the Southwest Quarter of Section 29, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, described as follows:
Commencing at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence North 01 degrees 28 minutes 36 seconds west, 144.07 feet along the west line of said Northwest Quarter of the Southwest Quarter and the west line of said Parcel T to the point of beginning; thence North 01 degrees 28 minutes 49 seconds West, 62.78 feet along said west line to the northwest corner of the Unused Warren County Right of Way; thence South 52 degrees 47 minutes 53 seconds East, 88.50 feet to the northeast corner of said Unused Right of Way; thence South 46 degrees 27 minutes 32 seconds West, 15.30 feet to the southeast corner of said Unused Right of Way; thence North 88 degrees 43 minutes 26 seconds West, 57.80 feet to the southwest corner of said Unused Right of way and to the point of beginning, having an area of 0.06 acres, to Arthur R. Cunningham and Ladoska H. Cunningham, husband and wife, for \$100.00 plus publication costs and authorizing the Board Chairperson to sign appropriate documents to effectuate the sale/conveyance. Carried unanimously

Recessed at 9:51 a.m.

Reconvened at 10:00 a.m.

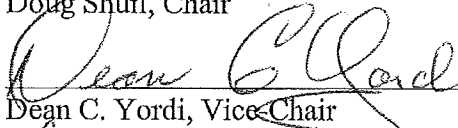
RESOLUTION 15 - 76

INDIANOLA VOLUNTARY ANNEXATION

Motion by Dean Yordi, second by Crystal McIntyre,

BE IT RESOLVED THAT, the Warren County Board of Supervisors hereby approves City of Indianola Voluntary Annexation.

ACCEPTED AND APPROVED this 19th day of May, 2015.

<u>X</u>	<u> </u>	
Aye	Nay	Doug Shull, Chair
<u>X</u>	<u> </u>	
Aye	Nay	Dean C. Yordi, Vice Chair
<u>X</u>	<u> </u>	
Aye	Nay	Crystal McIntyre, Member

ATTEST:


Traci VanderLinden, Warren County Auditor

Information

Subject

Annual cigarette permit renewals

Information

This is an annual procedure requiring council approval. A list of complete applications for fiscal year 2015/16 is in the packet. Diana Bowlin confirms the paperwork is in order.

Attachments

Cigarette Permits 2015-2016

2015 – 2016 Cigarette Permits

Name	Owner	Address
The Bottle Boutique	Patricia Shamblen	705 E. 2 nd
Casey's	Casey's #2894	1101 E. 2nd
Casey's	Casey's #1623	607 N. Jefferson
Casey's	Casey's #1908	507 S. Jefferson
Casey's	Casey's #2097	1006 W. 2 nd
Dollar General	Dolgencorp, LLC	1803 W. 2nd
Fareway Stores, Inc.	Fareway Stores, Inc. #657	1309 W. 2 nd
Hy Vee Inc.	Hy Vee Inc.	910 N. Jefferson St.
Hy Vee Gas	Hy Vee Inc.	912 N. Jefferson St.
Indy 66 928	Danlee Corp	1201 N. Jefferson
Indy 66 929	DanLee Corp.	2001 W. 2nd
Jiffy 921	DanLee Corp.	311 N. Jefferson
Murphy USA #5806	Murphy Oil USA, Inc.	1502 N. Jefferson St.
Wal Mart 1491	Wal Mart Stores, Inc.	1500 N. Jefferson
Walgreens #05943	Walgreen Co.	1000 N. Jefferson
Warren County Vapor Products	Warren County Vapor Products	106 N. Howard

Information**Subject**

Workers Compensation, life and accident and equipment premiums for FY 15/16

* Recommendation is to renew with ICAP, IMWCA, Cincinnati and Hartford

Information

You have Roxanne Hunerdosse's recommendation to continue coverage with ICAP (Iowa Community Assurance Pool), IMWCA (Iowa Municipal Workers Compensation Association), Cincinnati and Hartford for general liability, property insurance, workers compensation, equipment and volunteer firefighters respectfully. FY 14/15 comparisons are shown below:

	FY 14/15	FY 15/16	Difference
ICAP	\$107,160	\$112,924	\$5,764
IMWCA	\$130,353	\$119,969	(\$10,384)
Cincinnati	\$8,672	\$8,672	-0-
Hartford	\$713	\$713	-0-

Cincinnati Insurance - this is our fifth year for our Machinery and Equipment (Boiler & Machinery) coverage. This is repair and replacement coverage for turbines, boilers, pump stations and substations for a sudden and accidental breakdown that manifests itself by physical damage requiring repair or replacement not including wear and tear.

The renewal premiums are very good and there's much to be said about improved safety and it's affect on overall costs related to Workers Comp.

FYI - The trustees will consider the renewals at their June 15th meeting.

Attachments

Insurance Memo

TO: Eric Hanson, City Manager
Todd Kielkopf, General Manager
FROM: RoxAnne Hunerdosse, Director of HR and Risk Management
DATE: May 28, 2015

**RE: LIABILITY, AUTO, PROPERTY, WORKER'S
COMPENSATION, MACHINERY AND EQUIPMENT
REPLACEMENT, AND VOLUNTEER FIREFIGHTER AD&D
INSURANCE RENEWAL**

Renewals are effective July 1, 2015 for worker's compensation, auto, liability, property, life/AD&D insurance, and equipment replacement policies. Attached are detailed spreadsheets representing each department's contribution for the various premiums for our current fiscal year and our renewal rates for 2015-16.

1. **ICAP (Iowa Communities Assurance Pool):** The ICAP policy includes coverage for general liability, auto, officials' liability, law enforcement liability and property insurance.

The council's portion equals \$112,924 (\$107,160 in 2014) and trustee's \$ 82,015 (\$78,504 in 2014) for a grand total of \$194,939 (this includes a \$18,907 credit) which compares to last year's \$185,664.

The renewal premium increases by \$9,275 over last year due to the increased property and vehicle values and a decrease in credit voucher (we paid \$62,000 less in premium last year over the prior year thus earned \$2,022 less in credit).

We've been with ICAP since July of 1992, a few years after it was first established through efforts of the Iowa League of Cities. Today the pool has nearly 700 members including cities, counties, fair boards and other governmental entities.

2. **IMWCA (Iowa Municipalities Workers' Compensation Association)**
The attached summary sheet displays the premiums for worker's compensation at \$147,696 (Council \$119,969 & Trustees \$27,727).

The premium is based on payroll (estimated to be over \$6.3 million for 2015-16), experience mod factor, member discounts and work classification rates. Our estimated premium of \$147,969 is a decrease of \$16,464 over the current year's \$164,433.

This is a very good renewal for our group with kudos to our Safety Committee, department heads and employees.

If we did **not** receive member discounts of 38% and **if** we did not receive 18% savings in our experience mod factor we would be paying a premium of at

least \$292,086 for our workers' compensation coverage next year. For example, without discounts our Fire Department premium would be \$95,654 but due to discounts we will be paying \$39,907 in 2015-16.

So far in our current plan year through April, actual claims have been \$28,242.

3. Cincinnati Insurance Company

This will be our fifth year with Cincinnati Insurance Company for our Machinery and Equipment Replacement (Boiler & Machinery) coverage. It was moved to Cincinnati five years ago with rate guarantee and a \$5,500 savings per year. This is repair and replacement coverage for turbines, boilers, pump stations and substations for a sudden and accidental breakdown that manifests itself by physical damage requiring repair or replacement not including wear and tear.

Attached are the proposed renewal rates. If you have any questions or need additional information, please let me know.

4. Volunteer Firefighters AD&D

The council has purchased a AD&D policy for our volunteer firefighters to assist members should an accident occur.

2015-16 Department	AUTO 64081	G.L. 64082	PROP. 64083	ICAP TOTAL	ICAP MEMBER DISCOUNT	TOTAL ICAP PREMIUM DUE	WORK COMP 61599	FIRE- AD&D 61550	EQUIP REPLACE MENT 64084	TOTAL
GOV'T	\$ -	\$ 9,435	\$ 19,712	\$ 29,147	\$ 2,577	\$ 26,570	\$ 33		\$ 549	\$ 27,152.05
001-6500										
CITY MANAGER				\$ -			\$ 2,201			\$ 2,201.00
001-6150										
CABLECAST				\$ -			\$ 230			\$ 230.00
001-6210										
BRUSH FACILITY				\$ -			\$ 201			
001-2900										
CLERK/FIN				\$ -			\$ 431			\$ 431.00
001-6200										
HR & RISK				\$ -			\$ 98			\$ 98.00
001-6250										
COMM DEV	\$ 278			\$ 278	\$ 25	\$ 254	\$ 2,367			\$ 2,620.67
001-1700										
STREETS	\$ 6,773	\$ 4,196	\$ 4,516	\$ 15,485	\$ 1,369	\$ 14,116	\$ 13,775		\$ 1,317	\$ 29,207.89
110-2100										
POLICE	\$ 3,912	\$ 13,779	\$ 340	\$ 18,031	\$ 1,594	\$ 16,437	\$ 25,868			\$ 42,304.82
011-1100										
FIRE	\$ 14,069	\$ 2,069	\$ 177	\$ 16,315	\$ 1,442	\$ 14,872	\$ 39,907	\$ 713		\$ 55,492.35
015-1500										
AMB.	\$ 2,664	\$ 1,579		\$ 4,243	\$ 375	\$ 3,868	\$ 16,622			\$ 20,489.90
016-1600										
PARKS	\$ 1,935	\$ 2,885	\$ 2,731	\$ 7,552	\$ 668	\$ 6,884	\$ 5,900			\$ 12,784.00
042-4300										
REC.	\$ 786	\$ 1,678	\$ 2,055	\$ 4,520	\$ 400	\$ 4,120	\$ 4,958		\$ 494	\$ 9,572.01
042-4400										
P&R ADMIN							\$ 120		\$ 494	\$ 614.00
042-4200										
POOL		\$ 6,349	\$ 1,042	\$ 7,391	\$ 653	\$ 6,737	\$ 1,483		\$ 823	\$ 9,043.49
045-4500										
LIBRARY		\$ 378	\$ 4,134	\$ 4,513	\$ 399	\$ 4,114	\$ 328		\$ 549	\$ 4,990.92
041-4100										
SEWER	\$ 2,621	\$ 5,455	\$ 8,326	\$ 16,402	\$ 1,450	\$ 14,952	\$ 5,447		\$ 4,446	\$ 24,844.68
610-8300										
Council Total	\$ 33,039	\$ 47,804	\$ 43,033	\$ 123,876	\$ 10,952	\$ 112,924	\$ 119,969	\$ 713	\$ 8,672	\$ 242,277.77
IMU ADMIN		\$ 3,344	\$ -	\$ 3,344	\$ 296	\$ 3,048	\$ 4,220			\$ 7,267.98
620-8080										
WATER	\$ 2,204	\$ 5,847	\$ 11,120	\$ 19,172	\$ 1,695	\$ 17,477	\$ 7,869		\$ 2,909	\$ 28,254.94
600-8180										
ELECTRIC	\$ 7,644	\$ 16,157	\$ 43,654	\$ 67,454	\$ 5,964	\$ 61,490	\$ 15,638		\$ 43,307	\$ 120,435.49
630-8280										
Trustee Total	\$ 9,848	\$ 25,347	\$ 54,774	\$ 89,970	\$ 7,955	\$ 82,015	\$ 27,727	\$ -	\$ 46,216	\$ 155,958.41
Grand Total	\$ 42,887	\$ 73,151	\$ 97,808	\$ 213,846	\$ 18,907	\$ 194,939	\$ 147,696	\$ 713	\$ 54,888	\$ 398,236.18

Insurance Renewal
2014-15

2014-15 Department	AUTO 64081	G.L. 64082	PROP. 64083	ICAP TOTAL	ICAP MEMBER DISCOUNT	TOTAL ICAP PREMIUM DUE	WORK COMP 61599	WORK COMP DEPOSIT	WORK COMP INSTALL	FIRE- AD&D 61550	EQUIP REPLACE MENT 64084	TOTAL
GOV'T	\$ 43	\$ 8,651	\$ 17,951	\$ 26,644	\$ 2,699	\$ 23,945	\$ 36	\$ 9	\$ 4		\$ 549	\$ 24,530.26
001-6500												
CITY MANAGER				\$ -			\$ 2,757	\$ 689	\$ 295			\$ 2,757.00
001-6150												
CABLECAST				\$ -			\$ 281	\$ 70	\$ 30			\$ 281.00
001-6210												
BRUSH FACILITY				\$ -			\$ 227	\$ 57	\$ 24			
001-2900												
CLERK/FIN				\$ -			\$ 479	\$ 120	\$ 51			\$ 479.00
001-6200												
HR & RISK				\$ -			\$ 110	\$ 28	\$ 12			\$ 110.00
001-6250												
COMM DEV	\$ 278			\$ 278	\$ 28	\$ 250	\$ 2,902	\$ 726	\$ 311			\$ 3,151.84
001-1700												
STREETS	\$ 6,250	\$ 3,003	\$ 5,667	\$ 14,920	\$ 1,512	\$ 13,409	\$ 18,042	\$ 4,511	\$ 1,933		\$ 1,317	\$ 32,767.86
110-2100												
POLICE	\$ 4,213	\$ 13,743	\$ 344	\$ 18,300	\$ 1,854	\$ 16,446	\$ 22,922	\$ 5,731	\$ 2,456			\$ 39,368.15
011-1100												
FIRE	\$ 13,866	\$ 1,813	\$ 179	\$ 15,858	\$ 1,606	\$ 14,251	\$ 46,344	\$ 11,586	\$ 4,965	\$ 713		\$ 61,308.25
015-1500												
AMB.	\$ 2,870	\$ 355		\$ 3,225	\$ 327	\$ 2,898	\$ 17,991	\$ 4,498	\$ 1,928			\$ 20,889.18
016-1600												
PARKS	\$ 1,937	\$ 2,636	\$ 3,766	\$ 8,338	\$ 845	\$ 7,494	\$ 6,264	\$ 1,566	\$ 671			\$ 13,757.58
042-4300												
REC.	\$ 786	\$ 1,589	\$ 1,476	\$ 3,850	\$ 390	\$ 3,460	\$ 3,877	\$ 969	\$ 415		\$ 494	\$ 7,831.20
042-4400												
P&R ADMIN							\$ 140	\$ 35	\$ 15		\$ 494	\$ 634.00
042-4200												
POOL		\$ 7,500	\$ 936	\$ 8,436	\$ 855	\$ 7,581	\$ 1,543	\$ 386	\$ 165		\$ 823	\$ 9,947.41
045-4500												
LIBRARY		\$ 330	\$ 2,947	\$ 3,276	\$ 332	\$ 2,945	\$ 371	\$ 93	\$ 40		\$ 549	\$ 3,864.56
041-4100												
SEWER	\$ 2,692	\$ 5,131	\$ 8,290	\$ 16,113	\$ 1,632	\$ 14,481	\$ 6,067	\$ 1,517	\$ 650		\$ 4,446	\$ 24,993.58
610-8300												
Council Total	\$ 32,936	\$ 44,760	\$ 41,554	\$ 119,239	\$ 12,080	\$ 107,160	\$ 130,353	\$ 32,588	\$ 13,966	\$ 713	\$ 8,672	\$ 246,897.88
IMU ADMIN		\$ 3,343	\$ -	\$ 3,343	\$ 339	\$ 3,005	\$ 5,304	\$ 1,326	\$ 568			\$ 8,308.60
620-8080												
WATER	\$ 2,303	\$ 5,534	\$ 9,912	\$ 17,749	\$ 1,798	\$ 15,951	\$ 9,444	\$ 2,361	\$ 1,012		\$ 2,909	\$ 28,304.14
600-8180												
ELECTRIC	\$ 7,832	\$ 15,151	\$ 43,278	\$ 66,261	\$ 6,713	\$ 59,549	\$ 19,332	\$ 4,833	\$ 2,071		\$ 43,307	\$ 122,187.66
630-8280												
Trustee Total	\$ 10,135	\$ 24,028	\$ 53,190	\$ 87,354	\$ 8,849	\$ 78,504	\$ 34,080	\$ 8,520	\$ 3,651	\$ -	\$ 46,216	\$ 158,800.39
Grand Total	\$ 43,071	\$ 68,778	\$ 94,744	\$ 206,593	\$ 20,929	\$ 185,664	\$ 164,433	\$ 41,108	\$ 17,618	\$ 713	\$ 54,888	\$ 405,698.27

Meeting Date: 06/01/2015

Information

Subject

Annual fall cleanup

* Proposed date is October 10, 2015 for the drop-off program

Information

In your packet is Diana Bowlin's recommendation to hold the annual Fall Clean-up/Drop off (large, bulky items) on Saturday, October 10, 2015 from 9:00 a.m. - 4:00 p.m. at the Brush Facility. H&W Recycling will accept appliances (stove, refrigerators, water heaters, etc) free of charge from 9:00 a.m. - 1:00 p.m. Waste Management will also have a dumpster for other items including furniture, etc. A Street employee/end loader will assist residents as necessary.

Free leave and garden waste will begin October 10 and continue through Sunday November 22 at the Brush Facility (during the normal hours - Thursday noon to dusk, Saturdays 9:00 a.m. - 4:00 p.m. and Sundays noon to 4:00 p.m.). The date can be extended based on weather conditions.

The fall clean-up/drop off will be advertised in the I Magazine, local paper, weekly flyer and web page in August, September, October and inserted in the utility bill.

Attachments

Memo

To: Eric Hanson
From: Diana Bowlin
Date: May 21, 2015

**Re: Fall Cleanup
Household Hazardous Waste Collection Event
Leaves and Garden Waste**

Fall Cleanup – I'm recommending a drop-off of large and bulky items not collected during normal trash collection to be held on Saturday, October 10th from 9:00 a.m. – 4:00 p.m. at the Brush Facility.

We will be using H&W Recycling for the appliance (such as stoves, refrigerators, furnaces, water heaters, etc) pick up at the Brush Facility from 9:00 a.m. – 1:00 p.m. There will be no charge to the residents.

Waste Management will also have a dumpster for other items such as furniture, etc. at the Brush Facility from 9:00 a.m. – 4:00 p.m. We will have an employee and end-loader available to assist residents as we have in years past.

Household Hazardous Waste Collection Event – As always, this facility will be open during the regular hours of 9:00 a.m. to 3:00 p.m.

Leaves and Garden Waste – Free disposal of leaves and garden waste will begin Saturday, October 10th and continue through Sunday, November 22nd at the Indianola Brush Facility. This service is available to Indianola residents only during normal hours of operation.

Information

Subject

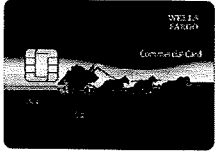
Proposal from Wells Fargo for a WellsOne Commercial Card-Procurement Card (P-card) system

Information

Staff recommends the City of Indianola begin utilizing the WellsOne Commercial Card, Procurement Card (P-card) system. The P-card system will function similar to a credit card on the end user side, and will replace our current credit card vendor USBank, as well as the house charge accounts utilized throughout the city. The Wells Fargo P-card system was chosen as it was recommended by accounting system vendor as integrating well with their software. Wells Fargo has waived most of their customary fees. Transitioning to the P-Card system will reduce accounts payable staff time and enhance internal controls on the city.

Attachments

Proposal



Treasury Management

Proposal for City of Indianola WellsOne® Commercial Card

5/14/2015

- Today's economy challenges us to do more with less, and the WellsOne® Commercial Card offers a comprehensive expense management solution that increases efficiency, reduces costs and unlocks working capital.
- Use one card and one platform for your employee spending, travel, general procurement, Accounts Payable disbursements, and more.
- Implement an end-to-end, electronic B2B payables solution for your company.
- Integrate data to your ERP or back-office system or view through Commercial Electronic Office (CEO) portal.
- Utilize real-time fraud monitoring and \$100,000 per card liability protection against unauthorized employee purchases.

Revenue share program:

- Revenue share is paid out on an annual basis and is calculated and applied retroactively by multiplying the applicable revenue share bps times qualified annual spend for the previous year. Revenue share will be paid via ACH into your Wells Fargo checking account at the end of the month following your yearly anniversary. Please see your rebate schedule below for more detailed information:

Qualified annual spend

Annual Volume Tiers		Charge Cycle:	Monthly
		Days to Pay:	7
		Avg Trans Size:	\$150
\$3,000,000	\$4,999,999	Basis Points**:	85
\$5,000,000	\$6,999,999	Basis Points**:	100
\$7,000,000	And Above	Basis Points**:	110
Qualified Large Ticket Revenue Share Schedule (Basis Points)*			60

* Qualified Large Ticket Transactions shall be segregated from the calculation of the qualified annual spend and paid out based on the schedule above.

** Basis points equal 0.01%.

Together we'll go far



Fee schedule:

One-Time Fee	Set-Up Fee	\$3,000 - Waived
	On-Site Implementation Fee	Not Selected
Recurring Fees*	Program Maintenance	Waived
	Card Issuance	Waived
	Transaction Fee	Waived
	CCER Reporting Solution	Waived
Optional Features	Receipt Imaging	\$500 - Waived / One-Time Setup \$0.05 / Per Imaged Page / Year 1 \$0.03 / Per Imaged Page / Years 2-7
	Card Artwork/Logo	Waived
	Applicable only if used	Cash Advance Fee: 2% / \$2 Minimum Cross Border Transaction Fee: 1% / Transaction Manual Reports: \$175.00 / Report Rush Card: \$10.00 / Incident Phone Re-Training: \$175.00 / Incident Custom Data Solutions Build / Set-Up: \$100.00 / Hour Custom Data Solutions Maintenance Fee: \$100.00 / Month Custom Data Solutions Transaction Fee: \$5.00 / Transaction
Miscellaneous		

Conditions: Any fees marked above with an asterisk will be waived for a 12 month ramp-up period and for any month in which both the minimum thresholds of \$40,000 monthly net purchase volume and \$100 average transaction size are satisfied.

** This pricing proposal is valid for 180 days from 5/14/2015; **proposal is valid until 11/10/2015.**

** A WellsOne[®] Commercial Card program is subject to credit underwriting and approval. This proposal presents indicative program pricing only and is not an offer or commitment to extend credit.

Meeting Date: 06/01/2015

Information
Subject

Prior and final approval applications for urban revitalization designation

Information

The following comprise a list of prior and final applications for Urban Revitalization Designation. The paperwork is in order.

Prior

Allen Thayer - 3212 W. 4th Avenue - SFD - \$212,000

Jerry's Homes - 600 E. Norwood Avenue - SFD - \$151,600

Jerry's Homes - 602 E. Norwood Avenue - SFD - \$134,100

Final

Greg Johansen - 907/909 E. Lincoln Avenue - Duplex - \$200,000

Orton Homes - 1302 W. 14th Avenue - SFD - \$200,000

NOTE: All SFD's have the first \$75,000 abated.

Below is a list of permits issued through April 30, 2015 and previous years.

	2015		2014		2013		2012		2011	
SFD	4	\$776,000 \$194,000	7	\$1,384,500 \$197,786	9	\$1,729,800 \$192,200	3	\$589,400 \$196,466	1	\$149,000
Duplexes	0	0	0	0	5	\$848,000	1	\$230,000	0	0
MFD	0	0	1	\$426,350	1	\$426,350	0	0	0	0
Add/Alt	10	\$53,064	6	\$46,300	12	\$63,400	7	\$237,971	12	\$159,762
Non-Residential	10	\$10,352,695	11	\$10,275,140	5	\$5,560,480	9	\$59,971	11	\$3,927,000
Total	24	\$11,181,759	25	\$12,132,290	32	\$8,628,030	20	\$1,117,342	24	\$4,235,762

AttachmentsUR Apps

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR
CLASS A (3 or 5 YEAR \$75,000 INCENTIVE) RESIDENTIAL:

_____ 3 Year Abatement ☒ 5 Year Abatement Date 5/27/15
(please initial items below)

☒ Prior Approval for Intended Improvements _____ Approval of Improvements Completed

Address of Property: 3212 West 4th Avenue

Legal Description of Property: Lot 1 Wesley Corners

Title Holder or Contract Buyer: Allen Indege

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Existing Property Use: _____ Residential _____ Commercial _____ Industrial ☒ Vacant

Proposed Property Use: ☒ Residential _____ Commercial _____ Industrial _____ Vacant
_____ Rental ☒ Owner Occupied

Nature of Improvements: _____ Addition ☒ New Construction _____ General Improvements

DESCRIPTION: 1 story sfd - 2,226 sq. ft. - 2 bedrooms -
2 full baths - 3 car garage

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher? Yes _____ No _____

Attic space insulation rated R-44 or higher? Yes _____ No _____

125 M.P.H. lifetime shingle? Yes _____ No _____

Windows have minimum U factor of .31 or less or a low E rating? Yes _____ No _____

H.V.A.C. has a minimum 90% efficiency rating? Yes _____ No _____

Programmable Energy Star thermostat installed? Yes _____ No _____

All ductwork is taped and sealed? Yes _____ No _____

All appliances are Energy Star rated? Yes _____ No _____

A/C Unit with Minimum SEER rating of 14 Yes _____ No _____ Brand? _____

Furnace with a minimum 90% efficiency rating Yes ☒ No _____ Brand? Geo System

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes _____ No _____ Brand? _____

Rating? _____

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes _____ No _____

Faucets 2.0 GPM? Yes _____ No _____

Showers 2.0 GPM? Yes _____ No _____

Water closets 1.3 GPM or dual flush? Yes _____ No _____

Ductwork in unconditioned spaces all insulated? Yes _____ No _____

Four trees and six shrubs planted? Yes _____ No _____

Estimated or Actual Date of Completion: 11/2015

Estimated or Actual Value of Improvements: \$212,000

If rental property, complete the following: Number of Units _____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant _____ Date of Occupancy _____ Relocation Benefits _____

Signed By: [Signature]

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR
CLASS A (3 or 5 YEAR \$75,000 INCENTIVE) RESIDENTIAL:

X 3 Year Abatement _____ 5 Year Abatement _____ Date 5/18/15
(please initial items below)

X Prior Approval for Intended Improvements _____ Approval of Improvements Completed _____

Address of Property: 600 East Norwood Avenue

Legal Description of Property: Lot 4 Sunset Terrace Plat 2

Title Holder or Contract Buyer: Jemp Homes, Inc.

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Existing Property Use: _____ Residential _____ Commercial _____ Industrial X Vacant

Proposed Property Use: X Residential _____ Commercial _____ Industrial _____ Vacant

_____ Rental X Owner Occupied

Nature of Improvements: _____ Addition X New Construction _____ General Improvements

DESCRIPTION: 2 story sfd - 1,811 sq. ft. - 4 bedrooms -

2 full baths - 1 partial bath - 3 car garage

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher? Yes _____ No _____

Attic space insulation rated R-44 or higher? Yes _____ No _____

125 M.P.H. lifetime shingle? Yes _____ No _____

Windows have minimum U factor of .31 or less or a low E rating? Yes _____ No _____

H.V.A.C. has a minimum 90% efficiency rating? Yes _____ No _____

Programmable Energy Star thermostat installed? Yes _____ No _____

All ductwork is taped and sealed? Yes _____ No _____

All appliances are Energy Star rated? Yes _____ No _____

A/C Unit with Minimum SEER rating of 14 Yes _____ No _____ Brand? _____

Furnace with a minimum 90% efficiency rating Yes _____ No _____ Brand? _____

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes _____ No _____ Brand? _____

Rating? _____

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes _____ No _____

Faucets 2.0 GPM? Yes _____ No _____

Showers 2.0 GPM? Yes _____ No _____

Water closets 1.3 GPM or dual flush? Yes _____ No _____

Ductwork in unconditioned spaces all insulated? Yes _____ No _____

Four trees and six shrubs planted? Yes _____ No _____

Estimated or Actual Date of Completion: 11/2015

Estimated or Actual Value of Improvements: \$ 151,600

If rental property, complete the following: Number of Units _____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant _____ Date of Occupancy _____ Relocation Benefits _____

Signed By: [Signature]

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR
CLASS A (3 or 5 YEAR \$75,000 INCENTIVE) RESIDENTIAL:

X 3 Year Abatement _____ 5 Year Abatement _____ Date 5/18/15
(please initial items below)

X Prior Approval for Intended Improvements _____ Approval of Improvements Completed _____

Address of Property: 602 East Newwood Avenue

Legal Description of Property: Lot 5 Sunset Terrace Apt 2

Title Holder or Contract Buyer: Guys Homes, Inc.

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Existing Property Use: _____ Residential _____ Commercial _____ Industrial X Vacant

Proposed Property Use: X Residential _____ Commercial _____ Industrial _____ Vacant
_____ Rental X Owner Occupied

Nature of Improvements: _____ Addition X New Construction _____ General Improvements

DESCRIPTION: 2 story sfd. 1,565 sq. ft. - 3 bedrooms -
2 full baths - 1 partial bath - 3 car garage

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher? Yes _____ No _____

Attic space insulation rated R-44 or higher? Yes _____ No _____

125 M.P.H. lifetime shingle? Yes _____ No _____

Windows have minimum U factor of .31 or less or a low E rating? Yes _____ No _____

H.V.A.C. has a minimum 90% efficiency rating? Yes _____ No _____

Programmable Energy Star thermostat installed? Yes _____ No _____

All ductwork is taped and sealed? Yes _____ No _____

All appliances are Energy Star rated? Yes _____ No _____

A/C Unit with Minimum SEER rating of 14 Yes _____ No _____ Brand? _____

Furnace with a minimum 90% efficiency rating Yes _____ No _____ Brand? _____

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes _____ No _____ Brand? _____

Rating? _____

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes _____ No _____

Faucets 2.0 GPM? Yes _____ No _____

Showers 2.0 GPM? Yes _____ No _____

Water closets 1.3 GPM or dual flush? Yes _____ No _____

Ductwork in unconditioned spaces all insulated? Yes _____ No _____

Four trees and six shrubs planted? Yes _____ No _____

Estimated or Actual Date of Completion: 11/2015

Estimated or Actual Value of Improvements: \$134,100

If rental property, complete the following: Number of Units _____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant _____ Date of Occupancy _____ Relocation Benefits _____

Signed By: [Signature]

X 3 Year Abatement X 5 Year Abatement Date 5/18/2015

(please initial items below)

Address of Property: 907/909 East Lincoln Avenue

Legal Description of Property: Lot 9 Fox Run Plat 1

Title Holder or Contract Buyer: Bog Johansen

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Existing Property Use: Residential Commercial Industrial X Vacant

Proposed Property Use: ✓ Residential Commercial Industrial Vacant

1 Rental _____ Owner Occupied _____

Nature of Improvements: Addition X New Construction General Improvements

DESCRIPTION: 2 story duplex - 2,315 sq. ft. - 4 bedrooms -
2 full baths - 2 partial baths - 2 garages (per lot)

Sidewall Insulation rated R-15 or higher?	Yes ☒	No ☐
Attic space insulation rated R-44 or higher?	Yes ☒	No ☐
125 M.P.H. lifetime shingle?	Yes ☒	No ☐
Windows have minimum U factor of .31 or less or a low E rating?	Yes ☒	No ☐
H.V.A.C. has a minimum 90% efficiency rating?	Yes ☒	No ☐
Programmable Energy Star thermostat installed?	Yes ☒	No ☐
All ductwork is taped and sealed?	Yes ☒	No ☐
All appliances are Energy Star rated?	Yes ☒	No ☐

A/C Unit with Minimum SEER rating of 14 Yes \ No Brand?

Furnace with a minimum 90% efficiency rating Yes No Brand?

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes No Brand?

Rating? _____

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes No

Faucets 2.0 GPM? Yes ✓ No

Showers 2.0 GPM? Yes / No

Water closets 1.3 GPM or dual flush? Yes ☒ No ☐

Ductwork in unconditioned spaces all insulated? Yes No

Four trees and six shrubs planted? Yes No

Estimated or Actual Date of Completion: 5/15/2015

Estimated or Actual Value of Improvements: \$ 200,000

If rental property, complete the following: Number of Units _____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant	Date of Occupancy	Relocation Benefits
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Signed By: 

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR
CLASS A (3 or 5 YEAR \$75,000 INCENTIVE) RESIDENTIAL:

X 3 Year Abatement ~~X~~ 5 Year Abatement Date 5/27/15
(please initial items below)

Changed to 3 year per Shawn @ Orton Homes
____ Prior Approval for Intended Improvements X Approval of Improvements Completed

Address of Property: 1302 West 14th Avenue

Legal Description of Property: Lot 32 Deer Creek Plat 1

Title Holder or Contract Buyer: Orton Homes

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Existing Property Use: _____ Residential _____ Commercial _____ Industrial X Vacant

Proposed Property Use: X Residential _____ Commercial _____ Industrial _____ Vacant

_____ Rental X Owner Occupied

Nature of Improvements: _____ Addition X New Construction _____ General Improvements

DESCRIPTION: 1 story SPD - 1,573 sq ft - 3 bedrooms -

2 full baths - 3 car garage

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher? Yes _____ No _____

Attic space insulation rated R-44 or higher? Yes _____ No _____

125 M.P.H. lifetime shingle? Yes _____ No _____

Windows have minimum U factor of .31 or less or a low E rating? Yes _____ No _____

H.V.A.C. has a minimum 90% efficiency rating? Yes _____ No _____

Programmable Energy Star thermostat installed? Yes _____ No _____

All ductwork is taped and sealed? Yes _____ No _____

All appliances are Energy Star rated? Yes _____ No _____

A/C Unit with Minimum SEER rating of 14 Yes _____ No _____ Brand? _____

Furnace with a minimum 90% efficiency rating Yes _____ No _____ Brand? _____

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes _____ No _____ Brand? _____

Rating? _____

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes _____ No _____

Faucets 2.0 GPM? Yes _____ No _____

Showers 2.0 GPM? Yes _____ No _____

Water closets 1.3 GPM or dual flush? Yes _____ No _____

Ductwork in unconditioned spaces all insulated? Yes _____ No _____

Four trees and six shrubs planted? Yes _____ No _____

Estimated or Actual Date of Completion: 5/26/15

Estimated or Actual Value of Improvements: \$200,000

If rental property, complete the following: Number of Units _____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant

Date of Occupancy

Relocation Benefits

Signed By: Jason Pauline Thomas

Information

Subject

Claims on the computer printout for June 1, 2015

Information

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
BURGIN, CHARLES	001-1700-63730	WELLNESS 5/15/15 - 6/14/15	05/21/2015	25.00
CLEAR CHANNEL OUTDOOR	001-5100-64130	BILLBOARD ADVERTISEMENT	05/25/2015	1,560.00
DES MOINES WATER WORKS	001-6200-65080	MARCH/ APRIL BILLING & INSE	05/11/2015	5,985.58
HANSON, ERIC	001-6150-62300	MEALS	05/22/2015	248.50
HANSON, ERIC	001-6150-62300	PARKING	05/22/2015	30.00
HANSON, ERIC	001-6150-62300	AIRFARE	05/22/2015	266.20
INFOMAX OFFICE SYSTEMS IN	001-1700-63410	COPIER CONTRACT	05/18/2015	2.86
INFOMAX OFFICE SYSTEMS IN	001-6200-63400	COPIER CONTRACT	05/18/2015	759.02
INFOMAX OFFICE SYSTEMS IN	001-6100-63400	COPIER CONTRACT	05/18/2015	20.53
IOWA ASSOC OF MUN UTILITIE	001-6200-62300	APRIL SAFETY TRAINING	04/30/2015	100.00
JIM'S JOHNS	001-2900-64990	KYBOS - (DUMP)	04/28/2015	40.00
KOSMAN CLEANING CREW LLC	001-6500-64090	2ND HALF OF MAY	05/27/2015	2,166.67
MAHASKA COMMUNICATION G	001-6210-64990	INTERNET	05/01/2015	65.92
MAHASKA COMMUNICATION G	001-6200-63730	TELEPHONE	05/01/2015	90.63
MAHASKA COMMUNICATION G	001-1700-63730	TELEPHONE	05/01/2015	20.92
MID AMERICAN ENERGY CO.	001-6500-63710	74080-22010 FUEL HEAT	05/26/2015	74.92
MID AMERICAN ENERGY CO.	001-6500-63710	05931-25003 N HWY 65/69 ENT	05/18/2015	17.15
MID AMERICAN ENERGY CO.	001-2300-63710	26321-30003 ST LIGHTING	05/18/2015	151.72
MILLER ELECTRIC SERVICES	001-6500-63100	WIRE ADG DOOR	05/21/2015	191.13
O'KEEFE ELEVATOR CO.	001-6500-63100	MAINTENANCE	05/27/2015	282.98
PARKER, JOHN	001-6100-62300	MEALS	05/27/2015	248.50
PARKER, JOHN	001-6100-62300	AIRFARE	05/27/2015	298.20
PETTY CASH-CITY CLERK	001-1700-65990	CAR WASH 3/10/15	05/21/2015	6.00
PETTY CASH-CITY CLERK	001-6500-65080	POSTAGE 4/7/15	05/21/2015	49.00
PETTY CASH-CITY CLERK	001-6200-65990	SUPPLIES 4/16/15	05/21/2015	1.04
PETTY CASH-CITY CLERK	001-6500-65080	POSTAGE 5/19/15	05/21/2015	20.00
PETTY CASH-CITY CLERK	001-6500-65990	BAL PETTY CASH	05/21/2015	.60
SHULL, DOUG	001-6500-64990	TREASURER CONTRACT	05/20/2015	83.33
U.S. BANK	001-6210-64990	MONTHLY DMX CHARGE PHON	05/06/2015	24.95
U.S. BANK	001-6210-64141	ADOBE SOFTWARE SUBSCRIP	05/06/2015	49.99
U.S. BANK	001-6210-64141	ADOBE SOFTWARE SUBSCRIP	05/06/2015	49.99
U.S. BANK	001-6150-62300	MEALS	05/06/2015	26.00
U.S. BANK	001-6250-62300	MONTHLY SHRM MEETING	05/06/2015	10.00
U.S. BANK	001-5100-64871	STAR COMMUNITIES REGISTR	05/06/2015	750.00
U.S. BANK	001-6200-62300	MEAL	05/06/2015	8.00
U.S. BANK	001-6200-62300	IA SOCIETY OF CPAS	05/06/2015	485.00
Total GENERAL FUND:				14,210.33
POLICE FUND				
C & H DISTRIBUTORS LLC	011-1100-67260	EQUIPMENT	05/11/2015	807.76
DOWNEY TIRE SERVICE	011-1100-63320	VEHICLE REPAIR	05/15/2015	23.45
INFOMAX OFFICE SYSTEMS IN	011-1100-64990	COPIER CONTRACT	05/04/2015	132.08
IOWA ASSOC OF MUN UTILITIE	011-1100-62300	APRIL SAFETY TRAINING	04/30/2015	120.00
IOWA DEPT OF PUBLIC SAFET	011-1100-64990	IOWA SYSTEM APR-MAY-JUNE	05/11/2015	312.00
KIYA KODA HUMANE SOCIETY	011-1100-64137	HUMANE SOCIETY CONTRACT	05/20/2015	2,412.74
MAHASKA COMMUNICATION G	011-1100-63730	TELEPHONE	05/01/2015	125.50
MAHASKA COMMUNICATION G	011-1100-63730	INTERNET	05/01/2015	21.99
MC COY HARDWARE INC	011-1100-65067	SUPPLIES	05/05/2015	9.89
MEDTOX LABORATORIES	011-1100-64120	MEDICAL TEST	04/30/2015	120.39
MEDTOX LABORATORIES	011-1100-64990	MEDICAL TEST	04/30/2015	505.98
MESSER, BARBARA	011-1100-66990	REFUND OVERPAYMENT - PAR	05/19/2015	49.12
O'REILLY AUTO PARTS	011-1100-65070	SUPPLIES	05/13/2015	25.97
SHER, BRIAN	011-1100-63730	CELL PHONE 11/23/14 - 12/22/1	12/22/2014	50.00
SHER, BRIAN	011-1100-63730	CELL PHONE 12/23/14 - 01/22/1	01/22/2015	50.00
SHER, BRIAN	011-1100-63730	CELL PHONE 01/23/15 - 02/22/1	02/22/2015	50.00
SHER, BRIAN	011-1100-63730	CELL PHONE 02/23/15 - 03/22/1	03/22/2015	50.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
SHER, BRIAN	011-1100-63730	CELL PHONE 03/23/15 - 04/22/1	04/22/2015	50.00
U.S. BANK	011-1100-65060	SUPPLIES	05/06/2015	67.76
U.S. BANK	011-1100-65060	OFFICE SUPPLIES	05/06/2015	53.34
U.S. BANK	011-1100-67245	CAMERA	05/06/2015	661.11
U.S. BANK	011-1100-65060	OFFICE SUPPLIES	05/06/2015	15.99
WAGNER, MESHA	011-1100-62300	TRAINING @ ILEA	05/15/2015	171.29
WAL-MART STORES INC.	011-1100-65070	SUPPLIES	05/12/2015	35.51
WAL-MART STORES INC.	011-1100-65070	SUPPLIES	05/05/2015	49.76
Total POLICE FUND:				5,971.63

FIRE FUND

ALEXIS FIRE EQUIPMENT CO	015-1500-65070	FIRE AID - AFFF	05/15/2015	120.00
CHUMBLEY & JONES OIL	015-1500-64990	UNLEADED FUEL	05/18/2015	20.82
CIRCLE B CASHWAY	015-1500-65070	TRAINING MATERIALS	05/18/2015	41.40
CROSS, CHUCK	015-1500-62300	MODERN FIRE ATTACK - SLICE	05/26/2015	95.00
DELL MARKETING L.P.	015-1500-67245	COMPUTER FOR VEHICLE 330	05/01/2015	2,048.64
HARRIS GLOBAL SOFTWARE	015-1500-64990	ANNUAL MAINTENANCE AGRE	05/25/2015	697.00
HARTFORD FIRE ENTERPRISE	015-1500-65070	FIGURE 8	05/19/2015	175.00
HEROLD, VICKI	015-1500-65990	MISCELLANEOUS	05/01/2015	21.73
INFOMAX OFFICE SYSTEMS IN	015-1500-64990	COPIER CONTRACT	05/18/2015	20.53
IOWA ASSOC OF MUN UTILITIE	015-1500-62300	APRIL SAFETY TRAINING	04/30/2015	120.00
KELTEK INCORPORATED	015-1500-65070	GX440 ANTENNA/SIERRA	05/18/2015	204.46
MAHASKA COMMUNICATION G	015-1500-63730	TELEPHONE	05/01/2015	76.70
MAHASKA COMMUNICATION G	015-1500-63730	INTERNET	05/01/2015	21.99
MC COY HARDWARE INC	015-1500-63410	HARDWARE	05/14/2015	4.48
MC COY HARDWARE INC	015-1500-63410	HARDWARE	05/14/2015	8.35
MC COY HARDWARE INC	015-1500-63410	HARDWARE	05/20/2015	5.33
MENARDS	015-1500-63100	REFRIGERATOR	05/14/2015	1,049.00
MILO FIRE DEPARTMENT	015-1500-65070	FIGURE 8 RACE	05/19/2015	175.00
NOLASOFT DEVELOPMENT	015-1500-64990	EMAIL SYSTEM	05/14/2015	60.00
PELLA PRINTING	015-1500-64140	FIRE DEPT EMERG SRVC PADS	04/20/2015	405.00
TOYNE INC	015-1500-63410	AIR PUMP/KUSSMAUL	04/28/2015	305.18
U.S. BANK	015-1500-62300	CHIEF'S CONFERENCE	05/06/2015	20.00
U.S. BANK	015-1500-62300	CHIEF'S CONFERENCE - LODGI	05/06/2015	88.48
U.S. BANK	015-1500-62300	ICD 10 CODE BOOK	05/06/2015	49.00
WAL-MART STORES INC.	015-1500-65070	SUPPLIES	05/03/2015	38.06
WAL-MART STORES INC.	015-1500-65070	SUPPLIES	05/01/2015	169.84
WAL-MART STORES INC.	015-1500-65070	SUPPLIES	04/18/2015	68.00
WREEVES AND ASSOCIATES I	015-1500-65050	RED LENS	05/12/2015	37.80
Total FIRE FUND:				6,146.79

AMBULANCE FUND

AIRGAS USA LLC	016-1600-65070	OXYGEN FOR EMS	05/11/2015	60.85
DOWNEY TIRE SERVICE	016-1600-63410	TIRE SWITCH	05/21/2015	78.95
HEROLD, VICKI	016-1600-62700	MILEAGE	05/19/2015	89.70
HY-VEE FOOD STORE	016-1600-64120	ASPIRIN	05/15/2015	9.51
HY-VEE FOOD STORE	016-1600-64120	MEDICATIONS	05/20/2015	171.00
INFOMAX OFFICE SYSTEMS IN	016-1600-63400	COPIER CONTRACT	05/18/2015	46.66
KELDERMAN MANUFACTURIN	016-1600-63410	MAINTENANCE ON AMBULANC	05/22/2015	170.00
MAHASKA COMMUNICATION G	016-1600-63730	TELEPHONE	05/01/2015	28.63
O'REILLY AUTO PARTS	016-1600-63410	LIFT SUPPORT	05/21/2015	41.60
PHILIPS MEDICAL CAPITAL	016-1600-67245	MONITOR LEASE	05/09/2015	1,348.11
ROSS CHEMICAL SYSTEMS IN	016-1600-65010	LAUNDRY CHEMICALS	05/07/2015	177.35
SOUTHEASTERN EMERGENCY	016-1600-65070	HAND-HOLD DEVICE	05/15/2015	16.88

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total AMBULANCE FUND:				2,239.24
LIBRARY FUND				
DUST PROS JANITORIAL	041-4100-65071	JANITORIAL SUPPLIES	05/19/2015	175.39
IOWA ASSOC OF MUN UTILITIE	041-4100-62300	APRIL SAFETY TRAINING	04/30/2015	120.00
MAHASKA COMMUNICATION G	041-4100-63730	TELEPHONE	05/01/2015	76.70
MAHASKA COMMUNICATION G	041-4100-63730	INTERNET	05/01/2015	21.99
U.S. BANK	041-4100-67240	ADOBE SOFTWARE SUBSCRIP	05/06/2015	23.88
WOOSLEY LANDSCAPING & M	041-4100-64990	LIBRARY MOW CONTRACT	05/26/2015	180.00
WOOSLEY LANDSCAPING & M	041-4150-65990	LIBRARY HOUSE MOWING	05/26/2015	60.00
Total LIBRARY FUND:				657.96
PARK & RECREATION FUND				
ATLANTIC BOTTLING CO.	042-4400-65070	SOFTBALL CONCESSIONS	05/08/2015	1,063.10
ATLANTIC BOTTLING CO.	042-4400-65070	SOFTBALL CONCESSIONS	05/12/2015	718.20
BARNES, RON	042-4400-66990	REFUND - MEDICAL	05/26/2015	32.00
BOB'S CUSTOM TROPHIES	042-4400-65070	TRACK MEET RIBBONS	05/14/2015	48.00
BOWLIN, MIKE	042-4300-61810	CLOTHING ALL. - JEANS, WOR	05/24/2015	111.07
BSN SPORTS	042-4400-65070	AEROBIC MAT WIPES	05/13/2015	444.58
CENTURYLINK	042-4300-63730	911 PHONE	04/22/2015	54.65
CITY SUPPLY CORPORATION	042-4300-65070	DIAPHRAMS	05/14/2015	83.40
CR SERVICES	042-4400-65070	SOFTBALL TP	05/18/2015	127.94
DLH GRAFX	042-4400-61810	SOFTBALL T-SHIRTS	05/13/2015	4.84
DOWNEY TIRE SERVICE	042-4300-65051	MOWER TIRE REPAIR	05/20/2015	24.19
DOWNEY TIRE SERVICE	042-4300-65050	TIRE REPAIR	05/21/2015	30.98
DUST PROS JANITORIAL	042-4400-64090	ACTIVITY CENTER CLEANING	05/17/2015	1,420.00
FARNER-BROCKEN CO	042-4400-65070	SOFTBALL CONCESSIONS	05/12/2015	2,017.70
HERC-U-LIFT	042-4400-63100	LIFT RENTAL - FIELD LIGHTS	04/24/2015	985.00
INDIANOLA SMALL ENGINE	042-4400-63410	PARTS	05/21/2015	23.50
IOWA ASSOC OF MUN UTILITIE	042-4200-62300	APRIL SAFETY TRAINING	04/30/2015	200.00
JIM'S JOHNS	042-4300-64090	KYBOS - (PARKS)	04/28/2015	240.00
MAHASKA COMMUNICATION G	042-4300-63730	TELEPHONE	05/01/2015	34.86
MAHASKA COMMUNICATION G	042-4400-63730	TELEPHONE	05/01/2015	64.23
MAHASKA COMMUNICATION G	042-4200-63730	TELEPHONE	05/01/2015	104.59
MAHASKA COMMUNICATION G	042-4200-63730	INTERNET	05/01/2015	21.99
MC COY HARDWARE INC	042-4300-65070	IRRIGATION PARTS	05/13/2015	2.32
MC COY HARDWARE INC	042-4300-65070	BRASS PLUG	05/14/2015	1.61
MC COY HARDWARE INC	042-4300-65070	PAINT - DOG PARK GATE	05/20/2015	14.72
MC COY HARDWARE INC	042-4300-65070	METRIC NUT	05/20/2015	.83
MILLER ELECTRIC SERVICES	042-4400-63100	SCOREBOARD INSTALLATION	05/12/2015	10,852.00
NAPA AUTO PARTS	042-4300-65051	HYD HOSE	05/21/2015	32.27
O'REILLY AUTO PARTS	042-4300-65051	BULBS	05/13/2015	8.02
O'REILLY AUTO PARTS	042-4300-65070	STRIPE OFF WHEEL	05/14/2015	32.74
PRO IMAGE SIGN & LIGHTING	042-4300-65050	DOOR DECALS	05/15/2015	159.00
PRO IMAGE SIGN & LIGHTING	042-4400-65050	DOOR DECALS	05/15/2015	159.00
RECORD-HERALD AD CONTRA	042-4300-65070	ADS	04/08/2015	90.00
SWANK MOTION PICTURES IN	042-4460-64990	MAY 16 MOVIE DATE	05/08/2015	401.00
THEISEN'S	042-4400-63100	BALLAST	05/20/2015	32.98
U.S. BANK	042-4200-64190	ADOBE SOFTWARE SUBSCRIP	05/06/2015	49.99
U.S. BANK	042-4300-62300	CONFERENCE ROOM	05/06/2015	407.04
U.S. BANK	042-4400-64020	PICKARD SPONSOR BANNERS	05/06/2015	134.58
U.S. BANK	042-4400-65070	SUNGLASSES	05/06/2015	102.00
U.S. BANK	042-4400-64020	PICKARD SPONSOR BANNER	05/06/2015	72.22
U.S. BANK	042-4400-64020	ENTRANCE SIGN	05/06/2015	22.57
U.S. BANK	042-4400-64020	STARLIGHT CINEMA PROMO	05/06/2015	154.94
U.S. BANK	042-4400-65070	SPECIAL NEEDS LUAU DANCE	05/06/2015	127.56

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
U.S. BANK	042-4400-64020	PICKARD SPONSOR BANNER	05/06/2015	60.27
U.S. BANK	042-4300-62300	BREAKFAST - X3	05/06/2015	25.65
U.S. BANK	042-4400-62300	DINNER X2	05/06/2015	34.63
U.S. BANK	042-4300-65050	FUEL - KUM & GO GRINNELL	05/06/2015	20.00
U.S. BANK	042-4300-62300	LUNCH X2	05/06/2015	17.41
U.S. BANK	042-4300-65070	FAUCETS	05/06/2015	199.93
WAL-MART STORES INC.	042-4400-65070	SOFTBALL CONCESSIONS	05/13/2015	2.94
WAL-MART STORES INC.	042-4400-65070	SOFTBALL CONCESSIONS	05/13/2015	49.22
WAL-MART STORES INC.	042-4400-65070	STAFF DISPLAY BOARDS - SOF	05/20/2015	30.70
WESLEY WOODS CAMP & RET	042-4400-64205	HORSEBACK RIDES	05/11/2015	222.00
WOOSLEY LANDSCAPING & M	042-4300-64990	PARKS MOW CONTRACT	05/26/2015	5,360.00

Total PARK & RECREATION FUND:

26,734.96

POOL (MEMORIAL) FUND

ATLANTIC BOTTLING CO.	045-4500-65070	POOL CONCESSIONS	05/12/2015	776.80
CR SERVICES	045-4500-65070	TOILET PAPER	05/18/2015	62.03
DLH GRAFX	045-4500-61810	POOL UNIFORMS	05/13/2015	430.62
ELECTRIC MOTORS CORP.	045-4500-63100	RECIRCULATION PUMP REPAI	05/13/2015	2,544.79
INDOFF INCORPORATED	045-4500-65070	OFFICE SUPPLIES	05/15/2015	20.70
LUCAS, JEFF	045-4500-65070	REIMB. - POOL SUPPLIES	05/21/2015	21.68
MAHASKA COMMUNICATION G	045-4500-63730	TELEPHONE	05/01/2015	13.94
MC COY HARDWARE INC	045-4500-65070	2 CYCLE OIL	05/13/2015	17.80
MC COY HARDWARE INC	045-4500-65072	NUTS, BOLTS & LIGHTS	05/15/2015	49.02
MC COY HARDWARE INC	045-4500-65072	DRILL BIT SET	05/20/2015	28.79
MILLER ELECTRIC SERVICES	045-4500-63100	CIRCULATION PUMP INSTALL	05/14/2015	255.00
U.S. BANK	045-4500-64020	POOL PARTY RACK CARDS	05/06/2015	30.44
U.S. BANK	045-4500-65070	POOL PRESEASON PRINTING	05/06/2015	56.07
U.S. BANK	045-4500-64020	PRESEASON PASS ADVERTISI	05/06/2015	37.13
WAL-MART STORES INC.	045-4500-65070	AIR HORNS & SUPPLIES	05/20/2015	111.33
WAL-MART STORES INC.	045-4500-65070	SHOWER LINER & SUPPLIES	05/23/2015	55.28
WAL-MART STORES INC.	045-4500-65070	CONCESSIONS/ICE CREAM	05/14/2015	454.43
WESTERN WATERPROOFING C	045-4500-63100	REPAINTING/CAULKING	05/08/2015	31,933.36
WOOSLEY LANDSCAPING & M	045-4500-64990	MAC MOW CONTRACT	05/26/2015	500.00

Total POOL (MEMORIAL) FUND:

37,399.21

ROAD USE TAX FUND

ACME TOOLS	110-2100-65076	LADDER DECALS	05/21/2015	11.98
B & F FASTENER SUPPLY CO	110-2100-65076	OSHA SAFETY CANS	05/14/2015	327.25
CIRTPA	110-2100-62100	FY 2016 MEMBER ASSESSMEN	05/15/2015	1,922.00
GRIMES ASPHALT & PAVING	110-2100-65073	COLD MIX	05/07/2015	937.32
IOWA ASSOC OF MUN UTILITIE	110-2100-62300	APRIL SAFETY TRAINING	04/30/2015	120.00
MAHASKA COMMUNICATION G	110-2100-63730	TELEPHONE	05/01/2015	13.94
MAHASKA COMMUNICATION G	110-2100-64900	INTERNET	05/01/2015	21.99
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	05/01/2015	435.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	05/04/2015	294.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	05/04/2015	348.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	05/05/2015	612.50
O'REILLY AUTO PARTS	110-2100-65076	JACK STANDS RETURNED	05/11/2015	59.99-
O'REILLY AUTO PARTS	110-2100-63320	FILTER	05/20/2015	59.98
O'REILLY AUTO PARTS	110-2100-65076	HEAT GUN	05/21/2015	88.99
RECORD-HERALD AD CONTRA	110-2100-64020	SPRING CLEAN UP	04/08/2015	375.00
ZIEGLER INC	110-2100-63320	BELT TRACK	05/12/2015	1,200.00

Total ROAD USE TAX FUND:

6,707.96

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
LIBRARY SPECIAL REVENUE FUND				
U.S. BANK	141-4100-65023	AMAZON #5450652 - S BOOKS	05/06/2015	34.68
Total LIBRARY SPECIAL REVENUE FUND:				34.68
PARK & REC SPECIAL REV FUND				
FRIDLEY THEATRES	142-4615-65079	TICKETS - KEY CARD	05/14/2015	300.00
Total PARK & REC SPECIAL REV FUND:				300.00
VEHICLE RESERVE FUND				
NOBLE FORD-MERCURY	190-9300-67100	2015 FORD EXPLORER	05/18/2015	25,417.94
Total VEHICLE RESERVE FUND:				25,417.94
DEBT SERVICE FUND				
CITY STATE BANK	200-7116-68010	2011D PRINCIPAL PAYMENT	05/20/2015	140,000.00
CITY STATE BANK	200-7116-68510	2011D INTEREST PAYMENT	05/20/2015	2,762.50
Total DEBT SERVICE FUND:				142,762.50
SEWER FUND				
BALDWIN SUPPLY CO.	610-8350-65072	BEARINGS THICKENER FEED P	05/20/2015	280.08
CRYSTAL CLEAR WATER CO	610-8350-65012	DI WATER FOR LAB	05/20/2015	15.00
DOWNEY TIRE SERVICE	610-8300-63320	TIRE REPAIR	05/18/2015	16.36
GRAINGER INC	610-8350-65072	TIMER RAW SLUDGE PUMP #2	05/18/2015	184.56
IOWA ASSOC OF MUN UTILITIE	610-8300-62300	APRIL SAFETY TRAINING	04/30/2015	240.00
IOWA ONE CALL	610-8300-64990	LOCATES	05/12/2015	264.60
MAHASKA COMMUNICATION G	610-8300-63730	TELEPHONE	05/01/2015	55.78
MAHASKA COMMUNICATION G	610-8300-64990	INTERNET	05/01/2015	21.99
MC COY HARDWARE INC	610-8350-65072	MISC PARTS - PRIM CLAR	04/29/2015	2.05
MC COY HARDWARE INC	610-8350-65072	PVC ADAPTER - PRIM CLAR	04/29/2015	.89
MC COY HARDWARE INC	610-8350-65072	MISC PARTS AIR COMPRESSO	05/06/2015	72.07
MC COY HARDWARE INC	610-8350-65072	TUBBING CUTTER	05/07/2015	10.79
MC COY HARDWARE INC	610-8350-65072	ELEC TAPE/BALL VALVE	05/14/2015	17.97
MC COY HARDWARE INC	610-8350-65072	MISC HARDWARE	05/19/2015	7.00
MC COY HARDWARE INC	610-8350-65072	WASHERS	05/20/2015	8.36
MID AMERICAN ENERGY CO.	610-8325-63710	07741-18004 65/69 LIFT	05/14/2015	43.44
MID AMERICAN ENERGY CO.	610-8325-63710	08701-24006 QUAIL MDWS LIFT	05/21/2015	47.67
MID AMERICAN ENERGY CO.	610-8325-63710	09750-87035 WESLEY LIFT	05/14/2015	28.65
PELLA PRINTING	610-8350-65060	ENVELOPES	04/16/2015	230.00
PRO IMAGE SIGN & LIGHTING	610-8300-63320	NEW DOOR DECALS	05/15/2015	312.00
THEISEN'S	610-8325-65072	ROUNDUP FOR LIFTS	05/01/2015	80.97
THEISEN'S	610-8350-65072	SHOP AIR COMP/MISC PARTS	05/01/2015	596.10
THEISEN'S	610-8350-65072	RETURN EXTRA COVERS	05/04/2015	7.58-
THEISEN'S	610-8350-65072	OUTLET COVERS	05/04/2015	11.38
THEISEN'S	610-8350-65072	AIR COMPRESSOR OIL	05/12/2015	6.99
THEISEN'S	610-8350-65072	RETURNED FAULTY AIR COMP	05/04/2015	565.17-
THEISEN'S	610-8350-65072	SHOP AIR COMP/MISC PARTS	05/14/2015	566.65
THEISEN'S	610-8350-65072	MISC MAINT PARTS	05/19/2015	43.23
THEISEN'S	610-8350-65072	GRINDING WHEELS/BLADES	05/20/2015	87.55
U.S. BANK	610-8350-65070	5 LEATHERMEN TOOLS	05/06/2015	184.05
U.S. BANK	610-8350-65070	CASES FOR LEATHERMEN TO	05/06/2015	34.75
WAL-MART STORES INC.	610-8350-65060	OFFICE SUPPLIES	05/22/2015	50.14
Total SEWER FUND:				2,948.32

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
SEWER CAPITAL PROJECTS FUND				
VANDERPOOL CONSTRUCTIO	710-8300-67510	REPLACE PLANT SEWER MAIN	05/14/2015	45,331.74
Total SEWER CAPITAL PROJECTS FUND:				45,331.74
Grand Totals:				316,863.26

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACME TOOLS				
ACME TOOLS	LADDER DECALS	05/21/2015	11.98	ROAD USE TAX FU
Total ACME TOOLS:			11.98	
AIRGAS USA LLC				
AIRGAS USA LLC	OXYGEN FOR EMS	05/11/2015	60.85	AMBULANCE FUN
Total AIRGAS USA LLC:			60.85	
ALEXIS FIRE EQUIPMENT CO				
ALEXIS FIRE EQUIPMENT CO	FIRE AID - AFFF	05/15/2015	120.00	FIRE FUND
Total ALEXIS FIRE EQUIPMENT CO:			120.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	SOFTBALL CONCESSIONS	05/08/2015	1,063.10	PARK & RECREATI
ATLANTIC BOTTLING CO.	POOL CONCESSIONS	05/12/2015	776.80	POOL (MEMORIAL)
ATLANTIC BOTTLING CO.	SOFTBALL CONCESSIONS	05/12/2015	718.20	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			2,558.10	
B & F FASTENER SUPPLY CO				
B & F FASTENER SUPPLY CO	OSHA SAFETY CANS	05/14/2015	327.25	ROAD USE TAX FU
Total B & F FASTENER SUPPLY CO:			327.25	
BALDWIN SUPPLY CO.				
BALDWIN SUPPLY CO.	BEARINGS THICKENER FEED PUMP	05/20/2015	280.08	SEWER FUND
Total BALDWIN SUPPLY CO.:			280.08	
BARNES, RON				
BARNES, RON	REFUND - MEDICAL	05/26/2015	32.00	PARK & RECREATI
Total BARNES, RON:			32.00	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	TRACK MEET RIBBONS	05/14/2015	48.00	PARK & RECREATI
Total BOB'S CUSTOM TROPHIES:			48.00	
BOWLIN, MIKE				
BOWLIN, MIKE	CLOTHING ALL. - JEANS, WORK PANTS & W	05/24/2015	111.07	PARK & RECREATI
Total BOWLIN, MIKE:			111.07	
BSN SPORTS				
BSN SPORTS	AEROBIC MAT WIPES	05/13/2015	444.58	PARK & RECREATI
Total BSN SPORTS:			444.58	
BURGIN, CHARLES				
BURGIN, CHARLES	WELLNESS 5/15/15 - 6/14/15	05/21/2015	25.00	GENERAL FUND
Total BURGIN, CHARLES:			25.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
C & H DISTRIBUTORS LLC				
C & H DISTRIBUTORS LLC	EQUIPMENT	05/11/2015	807.76	POLICE FUND
Total C & H DISTRIBUTORS LLC:			807.76	
CENTURYLINK				
CENTURYLINK	911 PHONE	04/22/2015	54.65	PARK & RECREATI
Total CENTURYLINK:			54.65	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	UNLEADED FUEL	05/18/2015	20.82	FIRE FUND
Total CHUMBLEY & JONES OIL:			20.82	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	TRAINING MATERIALS	05/18/2015	41.40	FIRE FUND
Total CIRCLE B CASHWAY:			41.40	
CIRTPA				
CIRTPA	FY 2016 MEMBER ASSESSMENT	05/15/2015	1,922.00	ROAD USE TAX FU
Total CIRTPA:			1,922.00	
CITY STATE BANK				
CITY STATE BANK	2011D PRINCIPAL PAYMENT	05/20/2015	140,000.00	DEBT SERVICE FU
CITY STATE BANK	2011D INTEREST PAYMENT	05/20/2015	2,762.50	DEBT SERVICE FU
Total CITY STATE BANK:			142,762.50	
CITY SUPPLY CORPORATION				
CITY SUPPLY CORPORATION	DIAPHRAMS	05/14/2015	83.40	PARK & RECREATI
Total CITY SUPPLY CORPORATION:			83.40	
CLEAR CHANNEL OUTDOOR				
CLEAR CHANNEL OUTDOOR	BILLBOARD ADVERTISEMENT	05/25/2015	1,560.00	GENERAL FUND
Total CLEAR CHANNEL OUTDOOR:			1,560.00	
CR SERVICES				
CR SERVICES	SOFTBALL TP	05/18/2015	127.94	PARK & RECREATI
CR SERVICES	TOILET PAPER	05/18/2015	62.03	POOL (MEMORIAL)
Total CR SERVICES:			189.97	
CROSS, CHUCK				
CROSS, CHUCK	MODERN FIRE ATTACK - SLICERS	05/26/2015	95.00	FIRE FUND
Total CROSS, CHUCK:			95.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	05/20/2015	15.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			15.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DELL MARKETING L.P.				
DELL MARKETING L.P.	COMPUTER FOR VEHICLE 330	05/01/2015	2,048.64	FIRE FUND
Total DELL MARKETING L.P.:			2,048.64	
DES MOINES WATER WORKS				
DES MOINES WATER WORKS	MARCH/ APRIL BILLING & INSERTS	05/11/2015	5,985.58	GENERAL FUND
Total DES MOINES WATER WORKS:			5,985.58	
DLH GRAFX				
DLH GRAFX	POOL UNIFORMS	05/13/2015	430.62	POOL (MEMORIAL)
DLH GRAFX	SOFTBALL T-SHIRTS	05/13/2015	4.84	PARK & RECREATI
Total DLH GRAFX:			435.46	
DOWNEY TIRE SERVICE				
DOWNEY TIRE SERVICE	VEHICLE REPAIR	05/15/2015	23.45	POLICE FUND
DOWNEY TIRE SERVICE	TIRE REPAIR	05/18/2015	16.36	SEWER FUND
DOWNEY TIRE SERVICE	MOWER TIRE REPAIR	05/20/2015	24.19	PARK & RECREATI
DOWNEY TIRE SERVICE	TIRE SWITCH	05/21/2015	78.95	AMBULANCE FUN
DOWNEY TIRE SERVICE	TIRE REPAIR	05/21/2015	30.98	PARK & RECREATI
Total DOWNEY TIRE SERVICE:			173.93	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	ACTIVITY CENTER CLEANING MAY 15	05/17/2015	1,420.00	PARK & RECREATI
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	05/19/2015	175.39	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,595.39	
ELECTRIC MOTORS CORP.				
ELECTRIC MOTORS CORP.	RECIRCULATION PUMP REPAIR	05/13/2015	2,544.79	POOL (MEMORIAL)
Total ELECTRIC MOTORS CORP.:			2,544.79	
FARNER-BROCKEN CO				
FARNER-BROCKEN CO	SOFTBALL CONCESSIONS	05/12/2015	2,017.70	PARK & RECREATI
Total FARNER-BROCKEN CO:			2,017.70	
FRIDLEY THEATRES				
FRIDLEY THEATRES	TICKETS - KEY CARD	05/14/2015	300.00	PARK & REC SPEC
Total FRIDLEY THEATRES:			300.00	
GRAINGER INC				
GRAINGER INC	TIMER RAW SLUDGE PUMP #2	05/18/2015	184.56	SEWER FUND
Total GRAINGER INC:			184.56	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	COLD MIX	05/07/2015	937.32	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			937.32	
HANSON, ERIC				
HANSON, ERIC	MEALS	05/22/2015	248.50	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
HANSON, ERIC	PARKING	05/22/2015	30.00	GENERAL FUND
HANSON, ERIC	AIRFARE	05/22/2015	266.20	GENERAL FUND
Total HANSON, ERIC:			544.70	
HARRIS GLOBAL SOFTWARE				
HARRIS GLOBAL SOFTWARE	ANNUAL MAINTENANCE AGREEMENT	05/25/2015	697.00	FIRE FUND
Total HARRIS GLOBAL SOFTWARE:			697.00	
HARTFORD FIRE ENTERPRISE				
HARTFORD FIRE ENTERPRISE	FIGURE 8	05/19/2015	175.00	FIRE FUND
Total HARTFORD FIRE ENTERPRISE:			175.00	
HERC-U-LIFT				
HERC-U-LIFT	LIFT RENTAL - FIELD LIGHTS	04/24/2015	985.00	PARK & RECREATI
Total HERC-U-LIFT:			985.00	
HEROLD, VICKI				
HEROLD, VICKI	MILEAGE	05/19/2015	89.70	AMBULANCE FUN
HEROLD, VICKI	MISCELLANEOUS	05/01/2015	21.73	FIRE FUND
Total HEROLD, VICKI:			111.43	
HY-VEE FOOD STORE				
HY-VEE FOOD STORE	ASPIRIN	05/15/2015	9.51	AMBULANCE FUN
HY-VEE FOOD STORE	MEDICATIONS	05/20/2015	171.00	AMBULANCE FUN
Total HY-VEE FOOD STORE:			180.51	
INDIANOLA SMALL ENGINE				
INDIANOLA SMALL ENGINE	PARTS	05/21/2015	23.50	PARK & RECREATI
Total INDIANOLA SMALL ENGINE:			23.50	
INDOFF INCORPORATED				
INDOFF INCORPORATED	OFFICE SUPPLIES	05/15/2015	20.70	POOL (MEMORIAL)
Total INDOFF INCORPORATED:			20.70	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	05/18/2015	20.53	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	05/18/2015	2.86	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	05/18/2015	46.66	AMBULANCE FUN
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	05/18/2015	759.02	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	05/18/2015	20.53	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	05/04/2015	132.08	POLICE FUND
Total INFOMAX OFFICE SYSTEMS INC.:			981.68	
IOWA ASSOC OF MUN UTILITIES				
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	100.00	GENERAL FUND
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	120.00	FIRE FUND
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	120.00	POLICE FUND
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	120.00	LIBRARY FUND
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	200.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	120.00	ROAD USE TAX FU
IOWA ASSOC OF MUN UTILITIE	APRIL SAFETY TRAINING	04/30/2015	240.00	SEWER FUND
Total IOWA ASSOC OF MUN UTILITIES:			1,020.00	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFET	IOWA SYSTEM APR-MAY-JUNE	05/11/2015	312.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			312.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	05/12/2015	264.60	SEWER FUND
Total IOWA ONE CALL:			264.60	
JIM'S JOHNS				
JIM'S JOHNS	KYBOS - (PARKS)	04/28/2015	240.00	PARK & RECREATI
JIM'S JOHNS	KYBOS - (DUMP)	04/28/2015	40.00	GENERAL FUND
Total JIM'S JOHNS:			280.00	
KELDERMAN MANUFACTURING INC				
KELDERMAN MANUFACTURIN	MAINTENANCE ON AMBULANCE	05/22/2015	170.00	AMBULANCE FUN
Total KELDERMAN MANUFACTURING INC:			170.00	
KELTEK INCORPORATED				
KELTEK INCORPORATED	GX440 ANTENNA/SIERRA	05/18/2015	204.46	FIRE FUND
Total KELTEK INCORPORATED:			204.46	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - JUNE 2015	05/20/2015	2,412.74	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,412.74	
KOSMAN CLEANING CREW LLC				
KOSMAN CLEANING CREW LLC	2ND HALF OF MAY	05/27/2015	2,166.67	GENERAL FUND
Total KOSMAN CLEANING CREW LLC:			2,166.67	
LUCAS, JEFF				
LUCAS, JEFF	REIMB. - POOL SUPPLIES	05/21/2015	21.68	POOL (MEMORIAL)
Total LUCAS, JEFF:			21.68	
MAHASKA COMMUNICATION GROUP				
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	65.92	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	90.63	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	20.92	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	13.94	ROAD USE TAX FU
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	21.99	ROAD USE TAX FU
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	125.50	POLICE FUND
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	21.99	POLICE FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	76.70	FIRE FUND
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	21.99	FIRE FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	13.94	POOL (MEMORIAL)
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	28.63	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	34.86	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	64.23	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	104.59	PARK & RECREATI
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	21.99	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	76.70	LIBRARY FUND
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	21.99	LIBRARY FUND
MAHASKA COMMUNICATION G	TELEPHONE	05/01/2015	55.78	SEWER FUND
MAHASKA COMMUNICATION G	INTERNET	05/01/2015	21.99	SEWER FUND
Total MAHASKA COMMUNICATION GROUP:			904.28	
MC COY HARDWARE INC				
MC COY HARDWARE INC	MISC PARTS - PRIM CLAR	04/29/2015	2.05	SEWER FUND
MC COY HARDWARE INC	PVC ADAPTER - PRIM CLAR	04/29/2015	.89	SEWER FUND
MC COY HARDWARE INC	SUPPLIES	05/05/2015	9.89	POLICE FUND
MC COY HARDWARE INC	MISC PARTS AIR COMPRESSOR	05/06/2015	72.07	SEWER FUND
MC COY HARDWARE INC	TUBBING CUTTER	05/07/2015	10.79	SEWER FUND
MC COY HARDWARE INC	2 CYCLE OIL	05/13/2015	17.80	POOL (MEMORIAL)
MC COY HARDWARE INC	IRRIGATION PARTS	05/13/2015	2.32	PARK & RECREATI
MC COY HARDWARE INC	HARDWARE	05/14/2015	4.48	FIRE FUND
MC COY HARDWARE INC	HARDWARE	05/14/2015	8.35	FIRE FUND
MC COY HARDWARE INC	BRASS PLUG	05/14/2015	1.61	PARK & RECREATI
MC COY HARDWARE INC	ELEC TAPE/BALL VALVE	05/14/2015	17.97	SEWER FUND
MC COY HARDWARE INC	NUTS, BOLTS & LIGHTS	05/15/2015	49.02	POOL (MEMORIAL)
MC COY HARDWARE INC	MISC HARDWARE	05/19/2015	7.00	SEWER FUND
MC COY HARDWARE INC	HARDWARE	05/20/2015	5.33	FIRE FUND
MC COY HARDWARE INC	WASHERS	05/20/2015	8.36	SEWER FUND
MC COY HARDWARE INC	PAINT - DOG PARK GATE	05/20/2015	14.72	PARK & RECREATI
MC COY HARDWARE INC	METRIC NUT	05/20/2015	.83	PARK & RECREATI
MC COY HARDWARE INC	DRILL BIT SET	05/20/2015	28.79	POOL (MEMORIAL)
Total MC COY HARDWARE INC:			262.27	
MEDTOX LABORATORIES				
MEDTOX LABORATORIES	MEDICAL TEST	04/30/2015	120.39	POLICE FUND
MEDTOX LABORATORIES	MEDICAL TEST	04/30/2015	505.98	POLICE FUND
Total MEDTOX LABORATORIES:			626.37	
MENARDS				
MENARDS	REFRIGERATOR	05/14/2015	1,049.00	FIRE FUND
Total MENARDS:			1,049.00	
MESSER, BARBARA				
MESSER, BARBARA	REFUND OVERPAYMENT - PARKING TICKET	05/19/2015	49.12	POLICE FUND
Total MESSER, BARBARA:			49.12	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	05/14/2015	43.44	SEWER FUND
MID AMERICAN ENERGY CO.	74080-22010 FUEL HEAT	05/26/2015	74.92	GENERAL FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	05/21/2015	47.67	SEWER FUND
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	05/18/2015	17.15	GENERAL FUND
MID AMERICAN ENERGY CO.	26321-30003 ST LIGHTING	05/18/2015	151.72	GENERAL FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	05/14/2015	28.65	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MID AMERICAN ENERGY CO.:			363.55	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	SCOREBOARD INSTALLATION & FIELD LIGH	05/12/2015	10,852.00	PARK & RECREATI
MILLER ELECTRIC SERVICES	CIRCULATION PUMP INSTALL	05/14/2015	255.00	POOL (MEMORIAL)
MILLER ELECTRIC SERVICES	WIRE ADG DOOR	05/21/2015	191.13	GENERAL FUND
Total MILLER ELECTRIC SERVICES:			11,298.13	
MILO FIRE DEPARTMENT				
MILO FIRE DEPARTMENT	FIGURE 8 RACE	05/19/2015	175.00	FIRE FUND
Total MILO FIRE DEPARTMENT:			175.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	HYD HOSE	05/21/2015	32.27	PARK & RECREATI
Total NAPA AUTO PARTS:			32.27	
NOBLE FORD-MERCURY				
NOBLE FORD-MERCURY	2015 FORD EXPLORER	05/18/2015	25,417.94	VEHICLE RESERV
Total NOBLE FORD-MERCURY:			25,417.94	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	EMAIL SYSTEM	05/14/2015	60.00	FIRE FUND
Total NOLASOFT DEVELOPMENT:			60.00	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	CONCRETE	05/01/2015	435.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	05/04/2015	294.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	05/04/2015	348.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	05/05/2015	612.50	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			1,689.50	
O'KEEFE ELEVATOR CO.				
O'KEEFE ELEVATOR CO.	MAINTENANCE	05/27/2015	282.98	GENERAL FUND
Total O'KEEFE ELEVATOR CO.:			282.98	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	JACK STANDS RETURNED	05/11/2015	59.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	SUPPLIES	05/13/2015	25.97	POLICE FUND
O'REILLY AUTO PARTS	BULBS	05/13/2015	8.02	PARK & RECREATI
O'REILLY AUTO PARTS	STRIPE OFF WHEEL	05/14/2015	32.74	PARK & RECREATI
O'REILLY AUTO PARTS	FILTER	05/20/2015	59.98	ROAD USE TAX FU
O'REILLY AUTO PARTS	HEAT GUN	05/21/2015	88.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	LIFT SUPPORT	05/21/2015	41.60	AMBULANCE FUN
Total O'REILLY AUTO PARTS:			197.31	
PARKER, JOHN				
PARKER, JOHN	MEALS	05/27/2015	248.50	GENERAL FUND
PARKER, JOHN	AIRFARE	05/27/2015	298.20	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PARKER, JOHN:			546.70	
PELLA PRINTING				
PELLA PRINTING	ENVELOPES	04/16/2015	230.00	SEWER FUND
PELLA PRINTING	FIRE DEPT EMERG SRVC PADS	04/20/2015	405.00	FIRE FUND
Total PELLA PRINTING:			635.00	
PETTY CASH-CITY CLERK				
PETTY CASH-CITY CLERK	CAR WASH 3/10/15	05/21/2015	6.00	GENERAL FUND
PETTY CASH-CITY CLERK	POSTAGE 4/7/15	05/21/2015	49.00	GENERAL FUND
PETTY CASH-CITY CLERK	SUPPLIES 4/16/15	05/21/2015	1.04	GENERAL FUND
PETTY CASH-CITY CLERK	POSTAGE 5/19/15	05/21/2015	20.00	GENERAL FUND
PETTY CASH-CITY CLERK	BAL PETTY CASH	05/21/2015	.60	GENERAL FUND
Total PETTY CASH-CITY CLERK:			76.64	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	MONITOR LEASE	05/09/2015	1,348.11	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,348.11	
PRO IMAGE SIGN & LIGHTING				
PRO IMAGE SIGN & LIGHTING	NEW DOOR DECALS	05/15/2015	312.00	SEWER FUND
PRO IMAGE SIGN & LIGHTING	DOOR DECALS	05/15/2015	159.00	PARK & RECREATI
PRO IMAGE SIGN & LIGHTING	DOOR DECALS	05/15/2015	159.00	PARK & RECREATI
Total PRO IMAGE SIGN & LIGHTING:			630.00	
RECORD-HERALD AD CONTRACT ACCT.				
RECORD-HERALD AD CONTRA	SPRING CLEAN UP	04/08/2015	375.00	ROAD USE TAX FU
RECORD-HERALD AD CONTRA	ADS	04/08/2015	90.00	PARK & RECREATI
Total RECORD-HERALD AD CONTRACT ACCT.:			465.00	
ROSS CHEMICAL SYSTEMS INC				
ROSS CHEMICAL SYSTEMS IN	LAUNDRY CHEMICALS	05/07/2015	177.35	AMBULANCE FUN
Total ROSS CHEMICAL SYSTEMS INC:			177.35	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 11/23/14 - 12/22/14	12/22/2014	50.00	POLICE FUND
SHER, BRIAN	CELL PHONE 12/23/14 - 01/22/15	01/22/2015	50.00	POLICE FUND
SHER, BRIAN	CELL PHONE 01/23/15 - 02/22/15	02/22/2015	50.00	POLICE FUND
SHER, BRIAN	CELL PHONE 02/23/15 - 03/22/15	03/22/2015	50.00	POLICE FUND
SHER, BRIAN	CELL PHONE 03/23/15 - 04/22/15	04/22/2015	50.00	POLICE FUND
Total SHER, BRIAN:			250.00	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	05/20/2015	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SOUTHEASTERN EMERGENCY EQUIPMENT				
SOUTHEASTERN EMERGENCY	HAND-HOLD DEVICE	05/15/2015	16.88	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total SOUTHEASTERN EMERGENCY EQUIPMENT:			16.88	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES IN	MAY 16 MOVIE DATE	05/08/2015	401.00	PARK & RECREATI
Total SWANK MOTION PICTURES INC.:			401.00	
THEISEN'S				
THEISEN'S	ROUNDUP FOR LIFTS	05/01/2015	80.97	SEWER FUND
THEISEN'S	SHOP AIR COMP/MISC PARTS	05/01/2015	596.10	SEWER FUND
THEISEN'S	RETURN EXTRA COVERS	05/04/2015	7.58	SEWER FUND
THEISEN'S	OUTLET COVERS	05/04/2015	11.38	SEWER FUND
THEISEN'S	AIR COMPRESSOR OIL	05/12/2015	6.99	SEWER FUND
THEISEN'S	RETURNED FAULTY AIR COMP	05/04/2015	565.17	SEWER FUND
THEISEN'S	SHOP AIR COMP/MISC PARTS	05/14/2015	566.65	SEWER FUND
THEISEN'S	MISC MAINT PARTS	05/19/2015	43.23	SEWER FUND
THEISEN'S	BALLAST	05/20/2015	32.98	PARK & RECREATI
THEISEN'S	GRINDING WHEELS/BLADES	05/20/2015	87.55	SEWER FUND
Total THEISEN'S:			853.10	
TOYNE INC				
TOYNE INC	AIR PUMP/KUSSMAUL	04/28/2015	305.18	FIRE FUND
Total TOYNE INC:			305.18	
U.S. BANK				
U.S. BANK	MONTHLY DMX CHARGE PHONE SYSTEM	05/06/2015	24.95	GENERAL FUND
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	05/06/2015	49.99	GENERAL FUND
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	05/06/2015	49.99	GENERAL FUND
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	05/06/2015	49.99	PARK & RECREATI
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	05/06/2015	23.88	LIBRARY FUND
U.S. BANK	MEALS	05/06/2015	26.00	GENERAL FUND
U.S. BANK	MONTHLY SHRM MEETING	05/06/2015	10.00	GENERAL FUND
U.S. BANK	CHIEF'S CONFERENCE	05/06/2015	20.00	FIRE FUND
U.S. BANK	CHIEF'S CONFERENCE - LODGING	05/06/2015	88.48	FIRE FUND
U.S. BANK	ICD 10 CODE BOOK	05/06/2015	49.00	FIRE FUND
U.S. BANK	AMAZON #5450652 - S BOOKS	05/06/2015	34.68	LIBRARY SPECIAL
U.S. BANK	5 LEATHERMEN TOOLS	05/06/2015	184.05	SEWER FUND
U.S. BANK	CASES FOR LEATHERMEN TOOLS	05/06/2015	34.75	SEWER FUND
U.S. BANK	STAR COMMUNITIES REGISTRATION	05/06/2015	750.00	GENERAL FUND
U.S. BANK	MEAL	05/06/2015	8.00	GENERAL FUND
U.S. BANK	IA SOCIETY OF CPAS	05/06/2015	485.00	GENERAL FUND
U.S. BANK	CONFERENCE ROOM	05/06/2015	407.04	PARK & RECREATI
U.S. BANK	PICKARD SPONSOR BANNERS	05/06/2015	134.58	PARK & RECREATI
U.S. BANK	SUNGLASSES	05/06/2015	102.00	PARK & RECREATI
U.S. BANK	PICKARD SPONSOR BANNER	05/06/2015	72.22	PARK & RECREATI
U.S. BANK	POOL PARTY RACK CARDS	05/06/2015	30.44	POOL (MEMORIAL)
U.S. BANK	ENTRANCE SIGN	05/06/2015	22.57	PARK & RECREATI
U.S. BANK	STARLIGHT CINEMA PROMO	05/06/2015	154.94	PARK & RECREATI
U.S. BANK	SPECIAL NEEDS LUAU DANCE SUPPLIES	05/06/2015	127.56	PARK & RECREATI
U.S. BANK	POOL PRESEASON PRINTING	05/06/2015	56.07	POOL (MEMORIAL)
U.S. BANK	PRESEASON PASS ADVERTISING	05/06/2015	37.13	POOL (MEMORIAL)
U.S. BANK	PICKARD SPONSOR BANNER	05/06/2015	60.27	PARK & RECREATI
U.S. BANK	SUPPLIES	05/06/2015	67.76	POLICE FUND
U.S. BANK	OFFICE SUPPLIES	05/06/2015	53.34	POLICE FUND
U.S. BANK	CAMERA	05/06/2015	661.11	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
U.S. BANK	OFFICE SUPPLIES	05/06/2015	15.99	POLICE FUND
U.S. BANK	BREAKFAST - X3	05/06/2015	25.65	PARK & RECREATI
U.S. BANK	DINNER X2	05/06/2015	34.63	PARK & RECREATI
U.S. BANK	FUEL - KUM & GO GRINNELL	05/06/2015	20.00	PARK & RECREATI
U.S. BANK	LUNCH X2	05/06/2015	17.41	PARK & RECREATI
U.S. BANK	FAUCETS	05/06/2015	199.93	PARK & RECREATI
Total U.S. BANK:			4,189.40	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTIO	REPLACE PLANT SEWER MAIN	05/14/2015	45,331.74	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			45,331.74	
WAGNER, MESHA				
WAGNER, MESHA	TRAINING @ ILEA	05/15/2015	171.29	POLICE FUND
Total WAGNER, MESHA:			171.29	
WAL-MART STORES INC.				
WAL-MART STORES INC.	SUPPLIES	05/12/2015	35.51	POLICE FUND
WAL-MART STORES INC.	OFFICE SUPPLIES	05/22/2015	50.14	SEWER FUND
WAL-MART STORES INC.	AIR HORNS & SUPPLIES	05/20/2015	111.33	POOL (MEMORIAL)
WAL-MART STORES INC.	SOFTBALL CONCESSIONS	05/13/2015	2.94	PARK & RECREATI
WAL-MART STORES INC.	SHOWER LINER & SUPPLIES	05/23/2015	55.28	POOL (MEMORIAL)
WAL-MART STORES INC.	SOFTBALL CONCESSIONS	05/13/2015	49.22	PARK & RECREATI
WAL-MART STORES INC.	SUPPLIES	05/03/2015	38.06	FIRE FUND
WAL-MART STORES INC.	SUPPLIES	05/01/2015	169.84	FIRE FUND
WAL-MART STORES INC.	STAFF DISPLAY BOARDS - SOFTBALL	05/20/2015	30.70	PARK & RECREATI
WAL-MART STORES INC.	SUPPLIES	05/05/2015	49.76	POLICE FUND
WAL-MART STORES INC.	CONCESSIONS/ICE CREAM	05/14/2015	454.43	POOL (MEMORIAL)
WAL-MART STORES INC.	SUPPLIES	04/18/2015	68.00	FIRE FUND
Total WAL-MART STORES INC.:			1,115.21	
WESLEY WOODS CAMP & RETREAT CTR				
WESLEY WOODS CAMP & RET	HORSEBACK RIDES	05/11/2015	222.00	PARK & RECREATI
Total WESLEY WOODS CAMP & RETREAT CTR:			222.00	
WESTERN WATERPROOFING CO INC				
WESTERN WATERPROOFING C	REPAINTING/CAULKING	05/08/2015	31,933.36	POOL (MEMORIAL)
Total WESTERN WATERPROOFING CO INC:			31,933.36	
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	PARKS MOW CONTRACT	05/26/2015	5,360.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	05/26/2015	500.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	LIBRARY MOW CONTRACT	05/26/2015	180.00	LIBRARY FUND
WOOSLEY LANDSCAPING & M	LIBRARY HOUSE MOWING	05/26/2015	60.00	LIBRARY FUND
Total WOOSLEY LANDSCAPING & MOWING:			6,100.00	
WREEVES AND ASSOCIATES INC				
WREEVES AND ASSOCIATES I	RED LENS	05/12/2015	37.80	FIRE FUND
Total WREEVES AND ASSOCIATES INC:			37.80	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ZIEGLER INC				
ZIEGLER INC	BELT TRACK	05/12/2015	1,200.00	ROAD USE TAX FU
Total ZIEGLER INC:			1,200.00	
Grand Totals:			316,863.26	

City Council: _____

Information

Subject

Resolution approving salaries

Information

This action sets salaries per the personnel management guide, union contract and seasonal salaries:

Joyce Godwin, Librarian, from CE 11-8 \$79,404/year to CE 11-9 \$81,405/year effective June 14, 2015

Max Umphress, Lifeguard, \$7.25/hour effective May 1, 2015

Roll call is in order.

Attachments

Resolution

Joyce Godwin Step Increase

RESOLUTION APPROVING SALARIES

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

Joyce Godwin, Librarian, from CE 11-8 \$79,404/year to CE 11-9 \$81,405/year effective June 14, 2015

Max Umphress, Lifeguard, \$7.25/hour effective May 1, 2015

Passed and approved on the 1st day of June, 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

RECOMMENDATION FOR WITHIN GRADE INCREASE

This is to note that Joyce Godwin will complete the appropriate waiting period for creditable service to salary class/range CE 11-9 on 6/14/2015 to be reflected in hourly rate on pay date 7/3/2015.

\$81,405
Annual

\$39.137
Hourly

Includes Longevity

☒ Does Not Include Longevity

Evaluation

A finding of satisfactory service and a recommendation to advance salary class/range and step on the effective date as listed above has been made. The written Performance Evaluation has been completed and forwarded to the Human Resource Office for placement in the employee's personnel file.



Supervisor Signature

5-28-15
Date

Manager Signature

Date

Employment Information

Date of Hire: 6/1/1999

Present Class/Range: CE 11-8

Present Salary: \$79,404

Includes Longevity ☒ Does Not Include Longevity

Eligibility Date for Next Advance: 6/10/2018

City Council or Board of Trustee

Action Approved:

Disapproved:

Date:

Information

Subject

1st Quarter Safety Report - Mike Metcalf

Information

Mike Metcalf will present the first quarter safety report (packet).

Attachments

Community Development

P&R Report

Police Fire Report

Street & WPC Report

QUARTERLY SAFETY REPORT

January 1, 2015 to March 31, 2015

Comm. Dev. Department:

Safety trainings held.	1
Safety training attendance.	100%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Accidents reported.	0
Accidents investigated.	0
Caught working safely awards.	2
2015 Incident Rate	0.00

Near misses and/or accidents.

None

Supervisor comments

None

Days Since Last OSHA Recordable Accident – 8,489

QUARTERLY SAFETY REPORT

January 1, 2015 to March 31, 2015

Parks Department:

Safety trainings held.	3
Safety training attendance.	67%
Safety committee meetings held.	3
Safety committee attendance.	66%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Work zones setup.	0
Lockout/Tagouts performed.	0
Accidents reported.	1
Accidents investigated.	1
2015 Incident Rate	0.00

Recreation Department:

Safety trainings held.	1
Safety training attendance.	86%
Safety committee meetings held.	3
Safety committee attendance.	100%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Lockout/Tagouts performed.	0
Confined spaces entered.	0
Accidents reported.	0
Accidents investigated.	0
2015 Incident Rate	0.00

Near misses and/or accidents.

Damaged the wood chipper while pulling it with the truck.

Supervisor comments

Attended Iowa One Call Meeting

Near misses and/or accidents.

None

Supervisor comments

None

Days Since Last OSHA Recordable
Accident – 1,434

Days Since Last OSHA Recordable
Accident - 420

QUARTERLY SAFETY REPORT

January 1, 2015 to March 31, 2015

Police Department:

Safety trainings held.	1
Safety training attendance.	96%
Safety committee meetings held.	3
Safety committee attendance.	66%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Accidents reported.	0
Accidents investigated.	0
2015 Incident Rate	0.00

Fire Department:

Safety trainings held.	10
Safety committee meetings held.	3
Safety committee attendance.	33%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Accidents reported.	0
Accidents investigated.	0
2015 Incident Rate	0.00

Near misses and/or accidents.

None

Supervisor comments

None

Near misses and/or accidents.

None

Supervisor comments

Employees are being verbally recognized for working safely.

Days Since Last OSHA Recordable
Accident – 415

Days Since Last OSHA Recordable
Accident - 206

QUARTERLY SAFETY REPORT

January 1, 2015 to March 31, 2015

Street Department:

Safety trainings held.	3
Safety training attendance.	93%
Safety committee meetings held.	3
Safety committee attendance.	100%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Work zones setup.	0
Lockout/Tagouts performed.	0
Confined spaces entered.	0
Excavations entered.	0
Accidents reported.	0
Accidents investigated.	0
2015 Incident Rate	0.00

WPC Department:

Safety trainings held.	3
Safety training attendance.	75%
Safety committee meetings held.	3
Safety committee attendance.	100%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Work zones setup.	2
Lockout/Tagouts performed.	11
Confined spaces entered.	2
Excavations entered.	0
Accidents reported.	0
Accidents investigated.	0
2015 Incident Rate	0.00

Near misses and/or accidents.

Near miss – Steel pipes slide off truck rack.

Supervisor comments

Employees are being verbally recognized for working safely.

Everyone is trying to bring safety to everybody's attention.

Near misses and/or accidents.

None

Supervisor comments

None

Days Since Last OSHA Recordable
Accident – 631

Days Since Last OSHA Recordable
Accident - 273

Information

Subject
Hillcrest Urban Renewal Plan

Information

Information

Subject

Public hearing on a proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan in the City of Indianola, State of Iowa

Information

Council needs to hold the public hearing, no additional readings, on Amendment No. 6 (packet) to the Hillcrest Urban Renewal Plan. The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities.

Highlights of Amendment No. 6 include:

- Addition of Eligible Urban Renewal Projects related to a sewer lift station along Summerset Trail - estimated time period would be 2018-2020
- Addition of Eligible Urban Renewal Projects related to a street extension - Hoover/Willow Street - estimated time period would be 2018-2023
- Updating objectives and types of urban renewal activities
- Updating Eligible Urban Renewal Projects
- Updating financial data
- Removing a voluntary sunset on the original area

The consultation meeting was held on May 11, 2015 (see packet) and Darcy Moeller from the Indianola Community Schools was the only one in attendance. No written comments were received.

After the public hearing the council will need to consider the resolution determining an area of the City to be an Economic Development Area (next item on the agenda).

Attachments

Consultation Minutes

Minutes
May 11, 2015
2:00 p.m.
Tax Increment Finance Consultation Meeting
City Hall Council Chambers

Present: Darcy Moeller, Business Manager Indianola Community Schools, City Manager Eric Hanson and City Clerk Diana Bowlin.

A consultation meeting was held with tax affected entities to discuss the Hillcrest Urban Renewal Amendment #6. No representative of the County attended. The amendment includes language to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities. A copy of the amendment was provided and reviewed by City Manager Eric Hanson and included the following:

- Addition of Eligible Urban Renewal Projects related to a sewer lift station along Summerset Trail - estimated time period would be 2018-2020
- Addition of Eligible Urban Renewal Projects related to a street extension - Hoover/Willow Street - estimated time period would be 2018-2023
- Updating objectives and types of urban renewal activities
- Updating Eligible Urban Renewal Projects
- Updating financial data
- Removing a voluntary sunset on the original area
- There would be no expansion of land
- TIF area does not include any residential area

Meeting adjourned at 2:15 p.m.

Diana Bowlin, City Clerk

Information

Subject

Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public hearing, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 6 to the Hillcrest Urban Renewal Plan

Information

After the public hearing council needs to consider the resolution adopting the plan (packet). Roll call is in order.

Attachments

Resolution UR Amendment #6 & Exhibit 1

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 6 to the Hillcrest Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE HILLCREST URBAN RENEWAL PLAN" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE HILLCREST URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 11-94, adopted July 5, 1994, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Hillcrest Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Hillcrest Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Warren County; and

WHEREAS, by Resolution No. 14-98, adopted October 19, 1998, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 09-01, adopted September 4, 2001, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 05-05, adopted March 7, 2005, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 13-05, adopted July 18, 2005, this City Council corrected the legal description for the area added by Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 04-09, adopted March 16, 2009, this City Council approved and adopted an Amendment No. 4 to the Plan; and

WHEREAS, by Resolution No. 14-10, adopted November 15, 2010, this City Council approved and adopted an Amendment No. 5 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

Note: Explanatory notes are underlined below to indicate that part of the area has been platted since the area was initially included and to make other corrections.

HILLCREST ORIGINAL AREA

A part of the North ½ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa described as follows: Beginning at the North 1/4 corner of said Section 19, thence North 89° 06' West 6.15 feet, thence South 01° 36' 20" East 1323.7 feet to the Southwest corner of the NW 1/4 NE 1/4 of said Section 19; thence East 1552.0 feet to the West right-of-way line of the C.R. I. & P.R.R.; thence Northwesterly along a 3° 36' 36" curve with a central angle of 51° 58' a distance of 659.0 feet, thence North 21° 03' West 711.24 feet to the North line of said Section 19; thence West 1263.0 feet to the point of beginning, and being a part of the City of Indianola, Iowa. (Also known as a portion of Parcels K & L of the Replat of Hillcrest Industrial Park 1.)

AMENDMENT NO. 1 AREA

Beginning at a point 269.5' North of the Southeast corner of the NW 1/4 of the SE 1/4 of Section 19-76-23 thence North along West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to East Corporate Limits; thence South along East Corporate Limits line within Section 20 a distance of 3,300', thence East along East Corporate Limits line 660' to East line of the NW 1/4 SW 1/4 of 20-76-23, thence South along corporate limits line to the center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N 00-05'-00" E) 269.5', thence West (N 00-08'-00" W) 165' to point of beginning. (Area includes Indianola Industrial Park Plats 1 & 2 and additional property.)

AMENDMENT NO. 2 AREA

The East 808.65' of North 777.46' of the NE¼ of the NW¼ of Section 19, Township 76, Range 23, Indianola, Iowa. (Also known as a portion of Hillcrest Industrial Park Plat 2.)

AMENDMENT NO. 3 AREA

All of the SW ¼ SE ¼ of Section 18-76-23, now known as Quail Meadows Subdivision, lying west of the east line of the former Railroad Right of Way including all adjacent Public Right of Way and Road Easements of record.

Beginning 555' South of the NW corner of Section 18-76-23 and running thence East 289'; thence South 170'; thence West 289'; thence North 170' to the P.O.B, and including all adjacent highway right-of-way of record.

All of the NE ¼ NW ¼ of Section 19-76-23 including all adjacent Public Right of Way and Road Easements of record except 18.54 acres in the NE Corner.

West 50' of the East 43 Acres in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 19-76-23.

Lots 1-7 of Hulen's Subdivision including all north and west adjacent Public Right of Way and Road Easements of record.

Lots 1-5 of Scenic Pointe Subdivision including all adjacent Public Right of Way and Road Easements of record.

Lots C, D, E, F, G, and H of Goodale Place within SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 294' West of SE Corner of said Section 12, thence West 156', thence North 170', thence East 156', thence South 170' to Point of Beginning including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 450' West of the SE Corner of said Section 12, thence West 242', thence North 120', thence East 242', thence South 120' to the point of beginning including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, 4 and Parcel A of Lot 2 of Langfitt Subdivision Plat 2 including all adjacent Public Right of Way and Road Easements of record. Lot 2 was included in the Amendment No. 3 map but inadvertently omitted from the legal description.

Lots 1 & 2 of Langfitt Subdivision Plat 1 including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, and 4 of Bob Moore Subdivision including all adjacent Public Right of Way and Road Easements of record.

All of the West 229' of the North 96' of the South 242' of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

Lots 10-12 of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

All of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24 including all adjacent Public Right of Way and Road Easements of record except West 200' East 355.5' North 96' and except South 416' North 512' West 416' East 571.5'.

All Public Right of Way and Road Easements of record along the north boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 19-76-23, all Public Right of Way and Road Easements of record along the south boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-

23, all Public Right of Way and Road Easements of record along the south and west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the west boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easements of record along the east boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easement of record along the west boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23, and all Public Right of Way and Road Easements of record along the west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7-76-24.

AMENDMENT NO. 4 AREA

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying west of railroad right-of-way except the North 100' of 18-76-23:

AND

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the North 100' of 18-76-23:

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except U.S. Highway right-of-way of 18-76-23 (Area includes a portion of Summercrest Hills Plat 3.)

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the U.S. Highway right-of-way and except the North 100' (Area includes Summercrest Hills Plat 1.)

AND

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 76, Section 23 (Area includes Summercrest Hills Plat 2 and a portion of Summercrest Hills Plat 3.)

AND

Parcel "J"

All that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 76 North, Range 24 West of the 5th P.M., Indianola, Warren County, Iowa being more accurately described as follows: Commencing at the Northeast corner of said Section 24, thence South 00°-00'-00" East along the East line of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 1330.90 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence North 88°-59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a

distance of 85.01 feet to a point on the West Right of Way line of U.S. Highway 65-69, as it is presently established, said point being the POINT OF BEGINNING; thence continuing North 88 -59'-20" West along the South line of the Northeast ¼ of the Northeast ¼ of said Section 24 a distance of 159.59 feet to the Southeast corner of Lot 1, Brookwood, an Official Plat, Indianola, Warren County, Iowa; thence North 45 -00'-00" West along the East lines of Lots 1, 2 and 3 of said Brookwood, a distance of 352.76 feet to the Northeast corner of said Lot 3; thence North 88 -59'-20" West along the North line of said Lot 3 a distance of 80.00 feet to the Northwest corner of said Lot 3; thence North 01 -00'-40" East a distance of 130.00 feet; thence South 88 -59'-20" East a distance of 486.77 feet to a point on the West Right of Way line of said U.S. Highway 65-69; thence South 00 -00'-00" East along the West Right of Way line of said U.S. Highway 65-69 a distance of 375.06 feet to the POINT OF BEGINNING. Said tract of land contains 3.055 acres more or less:

AND

The east 140 feet of Outlot 2 in Berry's Addition to Indianola, Iowa, except the East 30 feet thereof, and except the South 150 feet thereof, and except beginning 30 feet west of the northeast corner of said Outlot 2, thence South 86.4 feet, thence northwest 121 feet to a point of beginning, thence east 85 feet to point of beginning:

AND

The South 150 feet of the East 140 feet of Outlot 2, Berry's Addition to Indianola, Iowa, EXCEPT the East 30 feet thereof:

AND

Beginning at the Northeast corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet; thence South 83 feet; thence East 20 feet; thence South 75 feet; thence East to the East line of said Outlot No. 1; thence North 158 feet to the place of beginning.

AND

Commencing at the Northeast Corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet to the point of beginning, thence South 01 26'46" East 83.00 feet, thence South 90 00'00" East 20.00 feet, thence South 01 26'46" East 75 feet, thence South 90 00'00" West 38.30 feet, thence North 01 26'46" West 158 feet, thence North 90 00'00" East 18.31 feet to the point of beginning:

AND

The West 60 feet of the East 120 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to Indianola, Iowa; NOW KNOWN as Lot 2 in Auditor's Sub-division of the East 420 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to Indianola, Iowa.

The W $\frac{1}{2}$ of the East 60 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to the City of Indianola, Iowa, also known as the W $\frac{1}{2}$ of Lot 1, Auditors Subdivision of Outlot 1, Berry's Addition to the City of Indianola, Iowa.

Lot 3 in Auditor's Subdivision of the East 420 feet of the South one-half of Outlot 1 in Berry's Addition to Indianola, Iowa:

AND

All of Auditor's Outlot 111, except the North 30 feet thereof, in Indianola, Warren County, Iowa; and

AND

Parcel 1:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

AND

Beginning at a point 33 feet East of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence North 238.5 feet; thence East 208.5 feet; thence South 238.5 feet; thence West 208.5 feet to the Point of Beginning, EXCEPTING therefrom the South 30 feet thereof AND EXCEPTING therefrom the North 108.5 feet thereof.

Parcel 2:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

Beginning at a point 33 feet East and 238.5 feet North of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence East 208.5 feet; thence South 108.5 feet; thence West 208.5 feet; thence North 108.5 feet to the Point of Beginning.

Parcel 3:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

The South 210.0 feet of the West 158.93 feet of the following described parcel of land; Commencing at the lead plug in the pavement marking the West Quarter corner of said Section 19; thence South 1332.5 feet; thence South 87 25' East, 241.5 feet to the Point of Beginning; thence continuing South 87 25' East, 710.18 feet; thence North 392 feet; thence West 710.18 feet; thence South 392 feet to the Point of Beginning; EXCEPT the South 30 feet thereof. (The West line of said Section 19 is taken as due North in describing this parcel of land.):

Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 103 feet, thence East 208 ½ feet, thence South 103 feet, thence West 208 ½ feet to the place of beginning:

AND

The North 50 feet of the South Half (S ½) of the following described real estate:

Beginning 33 feet East and 238 ½ feet North of the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 76 North, Range 23 West of the 5th P.M. of Iowa, in Indianola, Iowa, thence North 306 feet, thence East 208 ½ feet, thence South 306 feet, thence West 208 ½ feet to the place of beginning:

AND

The N ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the NW ¼ SW ¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Iowa, in Indianola, Iowa thence North 306 feet, thence East 208 ½ feet thence South 306 feet, thence West 208 ½ feet to the place of beginning.

AND

Lot 9 of Woodward's Subdivision in Indianola, Iowa (also described below).

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat1 and except Parcel P and except parcel Q.

AND

Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 76, Range 23 except Sunset Terrace Plat 1 and except Hulen's Subdivision and except the east 110' of the North 250' of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 76, Range 23.

AND

A tract of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as:

Beginning at the West $\frac{1}{4}$ corner of said Section 19, thence S87 36'50"E along the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06 10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15 37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15 37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin. Thence N 89 47'20"E a distance of 210.00' to an iron pin, thence N00 12'40"W a distance of 399.00' to an iron pin, thence N89 47'20"E a distance of 560.00' to an iron pin, thence S00 12'40"E a distance of 360.60' to an iron pin, thence S89 47'20"W a distance of 290.00' to an iron pin, thence N00 12'40"W a distance of 25.50' to an iron pin, thence S89 47'20"W a distance of 198.53' to an iron pin, thence S14 20'30"W a distance of 182.20' to an iron pin, thence S89 48'50"W a distance of 267.55' to an iron pin, said pin being the true point of beginning, containing 5.257 acres. SUBJECT to all easements, restrictions, encumbrances, and other matters, if any, of record:

AND

A lot 399 feet by 275 feet situated 530 feet north and 100 feet east of the west $\frac{1}{4}$ corner, Section 19, Township 76, Range 23, Warren County, Iowa, and locally known as 1508 North Jefferson, Indianola, Iowa.

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

Lots 1, 2, 3, 4, 5 and 6 of Orchard Plaza Replat

AND

Berry's Outlots 3 and 4 except the West 75' of the South 150' of Lot 4

AND

Parcels A and C of Berry's Outlot 5

AND

Lots 1, 4 and 5 and 12' alley adjoining West, Except the East 5.5', Block 25, College Addition

AND

All of Block 9 and alleys except the former Railroad R.O.W., All of Block 10 and alleys and former street R.O.W. between Blocks 9 and 10 and All of Block 12 and alleys except the West 5.5' of Windle's Addition

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Woodward's Subdivision

AND

All of the Wal-Mart Subdivision

AND

The area includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 5

Amendment No. 5 added no additional land; and

WHEREAS, a proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan ("Amendment No. 6" or "Amendment") for the Hillcrest Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 6 to the Urban Renewal Area adds no new land; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan; and

WHEREAS, by resolution adopted on May 4, 2015, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Record-Herald and Indianola Tribune, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Indianola, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Hillcrest Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 to the Hillcrest Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Hillcrest Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Hillcrest Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 6 to the Hillcrest Urban Renewal Plan of the City of Indianola, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Hillcrest Urban Renewal Plan for the City of Indianola, State of Iowa"; Amendment No. 6 to the Hillcrest Urban Renewal Plan of the City of Indianola, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Hillcrest Urban Renewal Plan, and the Plan as amended, shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 to the Hillcrest Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Warren County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 1st day of June, 2015.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

**AMENDMENT NO. 6
TO
HILLCREST
URBAN RENEWAL PLAN
CITY OF INDIANOLA, IOWA**

**Original Area Adopted – June 1994
Amendment No. 1 – October 1998
Amendment No. 2 – September 2001
Amendment No. 3 – March 2005
Amendment No. 4 – March 2009
Amendment No. 5 – November 2010**

AMENDMENT NO. 6
to
HILLCREST URBAN RENEWAL PLAN
CITY OF INDIANOLA, IOWA

INTRODUCTION

The Hillcrest Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Hillcrest Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 1994 and amended in 1998, 2001, 2005, 2009 and 2010, is being further amended to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area by this Amendment No. 6 ("Amendment No. 6" or "Amendment"). No land is being added to the Area by this Amendment.

The material changes by this Amendment include the following:

1. Addition of Eligible Urban Renewal Projects (Amendment No. 6) related to a sewer lift station and street extension. See Page 5.
2. Updating objectives and types of urban renewal activities. See Pages 2-4.
3. Updating Eligible Urban Renewal Projects. See Pages 4-6.
4. Updating Financial Data. See Page 6.
5. Removing a voluntary sunset on the original area. See Page 8.

Except as modified by this Amendment, the provisions of the original Hillcrest Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

AREA DESIGNATION

The Area originally was designated as appropriate for promotion of economic development (commercial and industrial). The Area continues to be appropriate for promotion of economic development (commercial and industrial).

BASE VALUE

The original Urban Renewal Area and each amendment that adds property may be referred to as "subareas" of the Urban Renewal Area in this Amendment. The subareas make up the total Urban Renewal Area. No change is being made to the boundaries of the Original Area or subareas by this Amendment. Each of the Areas and Amendment Areas that added land have a frozen base value that has already been established and that is not being changed by this Amendment.

DESCRIPTION OF AREA

Even though no land is being added by this Amendment, for convenience the legal description of each Area and subareas are set out in Exhibit A and a depiction of the Areas and subareas are set out in Exhibit B.

DEVELOPMENT PLAN/ZONING

The City of Indianola has a general plan for the physical development of the City as a whole outlined in the City's Comprehensive Plan dated December 2011. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City's Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial). More specific objectives for the development, redevelopment and rehabilitation within the Hillcrest Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To encourage rehabilitation and promote diversity in the Area.
6. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.

7. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
8. To improve the conditions and opportunities for economic development (commercial and industrial).
9. To help develop a sound economic base that will serve as the foundation for future growth and development.
10. To improve recreational, tourism, cultural, and educational opportunities.
11. To enhance the Indianola community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the Areas, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

- New, rehabilitated, converted, or expanded industrial uses within the Areas.
- New, rehabilitated, converted, or expanded commercial uses within the Areas.

General development activities in the Hillcrest Urban Renewal Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To undertake the demolition and clearance of existing development.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
11. To use tax increment financing to support economic development, including but not limited to, achieving a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
12. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Indianola.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment; and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects. For example, the Wellness Center and infrastructure and development surrounding the Wellness Center were financed in part from incremental taxes in the Hillcrest Urban Renewal Area and will continue to be reimbursed from tax increment.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 6)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Hillcrest Urban Renewal Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

1. Public Improvements

Urban Renewal Project Description	Estimated Time Period	Estimated Cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
Sewer Lift Station along Summerset Trail	2018-2020	\$400,000-\$600,000	Sewer Utility improvement required to promote and complete development
Hoover/Willow Street Extension	2018-2023	\$1,500,000-\$2,000,000	Extending Road Infrastructure to open up new development
Total		\$1,900,000 to	

		\$2,600,000	
--	--	-------------	--

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

2. **Tax Rebate or other Development Agreements**

A. Summerset Hills Plat 4 and 5 expansion. The City entered into a Development Agreement with SHDC, LLC in 2010 (amended in 2011) related to the purchase of land for the City's Wellness Center and incentives for the commercial development of part of the Summercrest Hills Plat. The City is now contemplating entering into a development agreement with SHDC, LLC, a related entity, a successor entity, or another entity or entities for incentives for the development of Summercrest Hills Plats 4 and 5. The proposed development agreement would provide for Economic Development Grants funded by incremental taxes within the Area to incent the developer to install infrastructure and develop and market lots within Plats 4 and 5. The Economic Development Grants would be contingent on certain conditions, including but not limited to, improvements that would increase the assessed value within Plats 4 and 5 by certain amounts and by certain dates. Such Economic Development Grants and/or other incentives relating to the development in this part of the Area could range from \$1,000,000 to \$1,500,000. In addition, the City may provide \$100,000 to \$300,000 worth of incentives funded or financed by incremental taxes for a hotel within Plats 4 and 5. "Incentives" as used in this paragraph could include, but not be limited to, land, loans, grants, tax rebates, infrastructure assistance and other incentives.

B. *Development Agreements:* The City has an urban revitalization plan as its primary economic development tool, which provides a 5 year declining percentage of tax abatement for commercial projects. However, the City needs the flexibility to consider tax increment financing options at times. Accordingly, the City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$500,000-\$1,000,000 unless an Amendment to this Plan is adopted in the future.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$50,000

FINANCIAL DATA

1.	July 1, 2014 constitutional debt limit:	\$40,845,516
2.	Current outstanding general obligation debt:	\$24,190,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 6) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$3,550,000 to \$5,450,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

URBAN RENEWAL FINANCING

The City of Indianola intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Indianola has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Indianola. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with the commercial or industrial development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City will enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

The original Hillcrest Urban Renewal Area was adopted by the City Council in 1994. 1994 predates the effective date of the Iowa Code Section 403.17(10) requirement that the division of revenue in economic development designated areas that are covered by a TIF ordinance be limited to twenty years. The original plan, however, had a self-imposed, voluntary expiration date of June 30, 2018 that was not required by statute. Consequently, the City is eliminating the self-imposed, voluntary expiration date identified in the original 1994 Hillcrest Urban Renewal Plan. Consequently, there shall be no sunset applicable to the use of incremental property tax revenues, or the "division of revenue", as those words are used in Chapter 403 of the Code of Iowa with regard to the original Hillcrest Urban Renewal Area.

This Amendment No. 6 to the Hillcrest Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, including all Amendment Areas, for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

Legal Description of the Areas and Amendment Areas

Note: Explanatory notes are underlined below to indicate that part of the area has been platted since the area was initially included and to make other corrections.

HILLCREST ORIGINAL AREA

A part of the North $\frac{1}{2}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa described as follows: Beginning at the North $\frac{1}{4}$ corner of said Section 19, thence North $89^{\circ} 06'$ West 6.15 feet, thence South $01^{\circ} 36' 20''$ East 1323.7 feet to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence East 1552.0 feet to the West right-of-way line of the C.R. I. & P.R.R.; thence Northwesterly along a $3^{\circ} 36' 36''$ curve with a central angle of $51^{\circ} 58'$ a distance of 659.0 feet, thence North $21^{\circ} 03'$ West 711.24 feet to the North line of said Section 19; thence West 1263.0 feet to the point of beginning, and being a part of the City of Indianola, Iowa. (Also known as a portion of Parcels K & L of the Replat of Hillcrest Industrial Park 1.)

AMENDMENT NO. 1 AREA

Beginning at a point 269.5' North of the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19-76-23 thence North along West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to East Corporate Limits; thence South along East Corporate Limits line within Section 20 a distance of 3,300', thence East along East Corporate Limits line 660' to East line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of 20-76-23, thence South along corporate limits line to the center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N $00-05'-00''$ E) 269.5', thence West (N $00-08'-00''$ W) 165' to point of beginning. (Area includes Indianola Industrial Park Plats 1 & 2 and additional property.)

AMENDMENT NO. 2 AREA

The East 808.65' of North 777.46' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 76, Range 23, Indianola, Iowa. (Also known as a portion of Hillcrest Industrial Park Plat 2.)

AMENDMENT NO. 3 AREA

All of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18-76-23, now known as Quail Meadows Subdivision, lying west of the east line of the former Railroad Right of Way including all adjacent Public Right of Way and Road Easements of record.

Beginning 555' South of the NW corner of Section 18-76-23 and running thence East 289'; thence South 170'; thence West 289'; thence North 170' to the P.O.B, and including all adjacent highway right-of-way of record.

All of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19-76-23 including all adjacent Public Right of Way and Road Easements of record except 18.54 acres in the NE Corner.

West 50' of the East 43 Acres in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 19-76-23.

Lots 1-7 of Hulen's Subdivision including all north and west adjacent Public Right of Way and Road Easements of record.

Lots 1-5 of Scenic Pointe Subdivision including all adjacent Public Right of Way and Road Easements of record.

Lots C, D, E, F, G, and H of Goodale Place within SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 294' West of SE Corner of said Section 12, thence West 156', thence North 170', thence East 156', thence South 170' to Point of Beginning including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 450' West of the SE Corner of said Section 12, thence West 242', thence North 120', thence East 242', thence South 120' to the point of beginning including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, 4 and Parcel A of Lot 2 of Langfitt Subdivision Plat 2 including all adjacent Public Right of Way and Road Easements of record. Lot 2 was included in the Amendment No. 3 map but inadvertently omitted from the legal description.

Lots 1 & 2 of Langfitt Subdivision Plat 1 including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, and 4 of Bob Moore Subdivision including all adjacent Public Right of Way and Road Easements of record.

All of the West 229' of the North 96' of the South 242' of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

Lots 10-12 of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

All of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24 including all adjacent Public Right of Way and Road Easements of record except West 200' East 355.5' North 96' and except South 416' North 512' West 416' East 571.5'.

All Public Right of Way and Road Easements of record along the north boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 19-76-23, all Public Right of Way and Road Easements of record along the south boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the south and west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the west boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easements of record along the east boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easement of record along the west boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23, and all Public Right of Way and Road Easements of record along the west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7-76-24.

AMENDMENT NO. 4 AREA

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying west of railroad right-of-way except the North 100' of 18-76-23:

AND

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the North 100' of 18-76-23:

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except U.S. Highway right-of-way of 18-76-23 (Area includes a portion of Summercrest Hills Plat 3):

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the U.S. Highway right-of-way and except the North 100' (Area includes Summercrest Hills Plat 1.)

AND

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 76, Section 23 (Area includes Summercrest Hills Plat 2 and a portion of Summercrest Hills Plat 3.)

AND

Parcel "J"

All that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 76 North, Range 24 West of the 5th P.M., Indianola, Warren County, Iowa being more accurately described as follows: Commencing at the Northeast corner of said Section 24, thence South 00 -00'-00" East along the East line of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 1330.90 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence North 88 -59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 85.01 feet to a point on the West Right of Way line of U.S. Highway 65-69, as it is presently established, said point being the POINT OF BEGINNING; thence continuing North 88 -59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 159.59 feet to the Southeast corner of Lot 1, Brookwood, an Official Plat, Indianola, Warren County, Iowa; thence North 45 -00'-00" West along the East lines of Lots 1, 2 and 3 of said Brookwood, a distance of 352.76 feet to the Northeast corner of said Lot 3; thence North 88 -59'-20" West along the North line of said Lot 3 a distance of 80.00 feet to the Northwest corner of said Lot 3; thence North 01 -00'-40" East a distance of 130.00 feet; thence South 88 -59'-20" East a distance of 486.77 feet to a point on the West Right of Way line of said U.S. Highway 65-69; thence South 00 -00'-00" East along the West Right of Way line of said U.S. Highway 65-69 a distance of 375.06 feet to the POINT OF BEGINNING. Said tract of land contains 3.055 acres more or less:

AND

The east 140 feet of Outlot 2 in Berry's Addition to Indianola, Iowa, except the East 30 feet thereof, and except the South 150 feet thereof, and except beginning 30 feet west of the northeast corner of said Outlot 2, thence South 86.4 feet, thence northwest 121 feet to a point of beginning, thence east 85 feet to point of beginning:

AND

The South 150 feet of the East 140 feet of Outlot 2, Berry's Addition to Indianola, Iowa, EXCEPT the East 30 feet thereof:

AND

Beginning at the Northeast corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet; thence South 83 feet; thence East 20 feet; thence

South 75 feet; thence East to the East line of said Outlot No. 1; thence North 158 feet to the place of beginning.

AND

Commencing at the Northeast Corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet to the point of beginning, thence South 01 26'46" East 83.00 feet, thence South 90 00'00" East 20.00 feet, thence South 01 26'46" East 75 feet, thence South 90 00'00" West 38.30 feet, thence North 01 26'46" West 158 feet, thence North 90 00'00" East 18.31 feet to the point of beginning:

AND

The West 60 feet of the East 120 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to Indianola, Iowa; NOW KNOWN as Lot 2 in Auditor's Sub-division of the East 420 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to Indianola, Iowa.

The W $\frac{1}{2}$ of the East 60 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to the City of Indianola, Iowa, also known as the W $\frac{1}{2}$ of Lot 1, Auditors Subdivision of Outlot 1, Berry's Addition to the City of Indianola, Iowa.

Lot 3 in Auditor's Subdivision of the East 420 feet of the South one-half of Outlot 1 in Berry's Addition to Indianola, Iowa:

AND

All of Auditor's Outlot 111, except the North 30 feet thereof, in Indianola, Warren County, Iowa; and

AND

Parcel 1:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

AND

Beginning at a point 33 feet East of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence North 238.5 feet; thence East 208.5 feet; thence South

238.5 feet; thence West 208.5 feet to the Point of Beginning, EXCEPTING therefrom the South 30 feet thereof AND EXCEPTING therefrom the North 108.5 feet thereof.

Parcel 2:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

Beginning at a point 33 feet East and 238.5 feet North of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence East 208.5 feet; thence South 108.5 feet; thence West 208.5 feet; thence North 108.5 feet to the Point of Beginning.

Parcel 3:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

The South 210.0 feet of the West 158.93 feet of the following described parcel of land; Commencing at the lead plug in the pavement marking the West Quarter corner of said Section 19; thence South 1332.5 feet; thence South 87 25' East, 241.5 feet to the Point of Beginning; thence continuing South 87 25' East, 710.18 feet; thence North 392 feet; thence West 710.18 feet; thence South 392 feet to the Point of Beginning; EXCEPT the South 30 feet thereof. (The West line of said Section 19 is taken as due North in describing this parcel of land.):

Beginning at a point 33 feet East and $238 \frac{1}{2}$ feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 103 feet, thence East $208 \frac{1}{2}$ feet, thence South 103 feet, thence West $208 \frac{1}{2}$ feet to the place of beginning:

AND

The North 50 feet of the South Half ($S \frac{1}{2}$) of the following described real estate:

Beginning 33 feet East and $238 \frac{1}{2}$ feet North of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 19, Township 76 North, Range 23 West of the 5th P.M. of Iowa, in Indianola, Iowa, thence North 306 feet, thence East $208 \frac{1}{2}$ feet, thence South 306 feet, thence West $208 \frac{1}{2}$ feet to the place of beginning:

AND

The N ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the NW ¼ SW ¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Iowa, in Indianola, Iowa thence North 306 feet, thence East 208 ½ feet thence South 306 feet, thence West 208 ½ feet to the place of beginning.

AND

Lot 9 of Woodward's Subdivision in Indianola, Iowa (also described below).

AND

The Northwest ¼ of the Southwest ¼ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat1 and except Parcel P and except parcel Q.

AND

Southwest ¼ of the Northwest ¼ of Section 19, Township 76, Range 23 except Sunset Terrace Plat 1 and except Hulen's Subdivision and except the east 110' of the North 250' of the Southwest ¼ of the Northwest ¼ of Section 19, Township 76, Range 23.

AND

A tract of land located in the SW ¼ of the NW ¼ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as:

Beginning at the West ¼ corner of said Section 19, thence S87 36'50"E along the South line of the SW ¼ of the NW ¼ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06 10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15 37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15 37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin. Thence N 89 47'20"E a distance of 210.00' to an iron pin, thence N00 12'40"W a distance of 399.00' to an iron pin, thence N89 47'20"E a distance of 560.00' to an iron pin, thence S00 12'40"E a distance of 360.60' to an iron pin, thence S89 47'20"W a distance of 290.00' to an iron pin, thence N00 12'40"W a distance of 25.50' to an iron pin, thence S89 47'20"W a distance of 198.53' to an iron pin, thence S14 20'30"W a distance of 182.20' to an iron pin, thence S89 48'50"W a distance of 267.55' to an iron pin, said pin being the true point of beginning, containing 5.257 acres. SUBJECT to all easements, restrictions, encumbrances, and other matters, if any, of record:

AND

A lot 399 feet by 275 feet situated 530 feet north and 100 feet east of the west ¼ corner, Section 19, Township 76, Range 23, Warren County, Iowa, and locally known as 1508 North Jefferson, Indianola, Iowa.

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

Lots 1, 2, 3, 4, 5 and 6 of Orchard Plaza Replat

AND

Berry's Outlots 3 and 4 except the West 75' of the South 150' of Lot 4

AND

Parcels A and C of Berry's Outlot 5

AND

Lots 1, 4 and 5 and 12' alley adjoining West, Except the East 5.5', Block 25, College Addition

AND

All of Block 9 and alleys except the former Railroad R.O.W., All of Block 10 and alleys and former street R.O.W. between Blocks 9 and 10 and All of Block 12 and alleys except the West 5.5' of Windle's Addition

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Woodward's Subdivision

AND

All of the Wal-Mart Subdivision

AND

The area includes the full right-of-way of all streets forming the boundary.

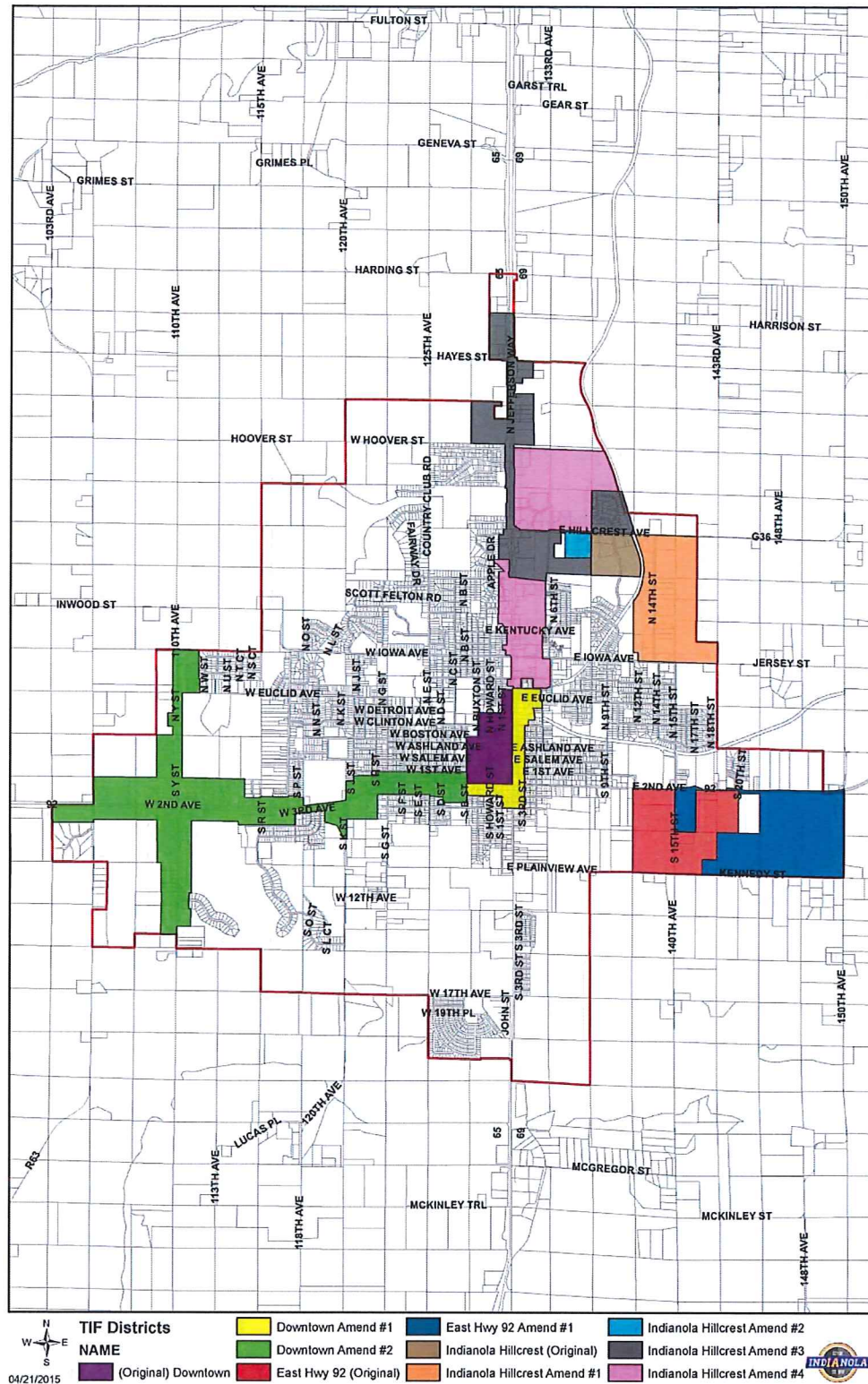
AMENDMENT NO. 5

Amendment No. 5 added no additional land.

AMENDMENT NO. 6

Amendment No. 6 added no additional land.

EXHIBIT B



01101123-1\13538-143

Information

Subject

Public hearing on the proposal to enter into a Development Agreement with SHDC, LLC

Information

Council needs to hold a public hearing, no additional readings, on the Development Agreement with SHDC, LLC (the "Developer") see packet. In order to use TIF and approve the development agreement, funds, council must conduct a public hearing.

The Development Agreement has the following highlights:

SHDC, LLC shall:

- Construct Infrastructure Improvements including but not limited to streets, water, sewer (sanitary and storm), drainage, sidewalks and signaling required pursuant to the City's subdivision ordinance and any other local, state or federal requirements necessary to be constructed and installed, dedicated to the City and accepted
- Minimum improvements and total commercial valuation of \$10,000,000 or more
- All infrastructure shall be per city specs

City will make up to nine (9) semi-annual payments of Economic Development Grants to the Developers, the cumulative total for all such payments shall not exceed the lesser of \$1,100,000, and which grants are contingent upon the terms and satisfaction of the conditions set forth in the agreement.

After the hearing, the council will need to consider the resolution approving and authorizing execution of the Development Agreement, see next item on agenda.

Attachments

Development Agreement

DEVELOPMENT AGREEMENT

BY AND BETWEEN

INDIANOLA, IOWA

AND

SHDC, LLC

JUNE 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is entered into this _____ day of _____, 2015, by and between the City of Indianola, Iowa, a political subdivision (the "City") established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 and Chapter 15A of the Code of Iowa, 2015, as amended, (the "Urban Renewal Act") and SHDC, LLC, an Iowa limited liability company having an office for the transaction of business at 5625 Mills Civic Parkway, Suite 101, West Des Moines, Iowa, 50266 (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the clearance and reconstruction or rehabilitation of an economic development area in the City of Indianola, Iowa, which area is described in the Hillcrest Urban Renewal Plan, as amended (the "Plan" or "Urban Renewal Plan"), last amended by Resolution No. _____ for Amendment No. 6 on the ____ day of _____, 2015; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded in the office of the Recorder of Warren County, Iowa; and

WHEREAS, the Developer has owned, owns, or has an option to own certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto (the "Development Property"); and

WHEREAS, the Developer is willing to cause certain infrastructure improvements to be constructed on the Development Property, to cause certain commercial development to be constructed on the Development Property, and thereafter to cause the same to be operated in accordance with this Agreement; and

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

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

ARTICLE I. DEFINITIONS

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

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

Certificate of Completion means one or more certifications in the form of the certificate attached hereto as Exhibit C provided to the Developer pursuant to Section 3.4 of this Agreement.

City means the City of Indianola, Iowa.

Code means the Code of Iowa, 2015, as amended.

Assessed Valuation means the assessed value of the Minimum Improvements (commercial or multi-residential) built on the Development Property.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property.

County means the County of Warren, Iowa.

Developer means SHDC, LLC, an Iowa limited liability company, and its successors and assigns to the extent permitted in this Agreement.

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

Economic Development Grants mean the Tax Increment payments to be made by the City to the Developer under Article VIII of this Agreement.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender to

fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or Infrastructure Improvements or all such Mortgages as appropriate.

Hillcrest Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Hillcrest Urban Renewal Plan.

Hillcrest Urban Renewal Plan or Urban Renewal Plan or Plan means the Hillcrest Urban Renewal Plan, as amended, approved in respect of the Hillcrest Urban Renewal Area of the City, described in the preambles hereof.

Infrastructure Improvements means the construction of all infrastructure improvements necessary for the approval of the Final Plat for Plat 4 and 5 of the Summercrest Hills Subdivision, including but not limited to, streets, water, sewer (sanitary and storm) improvements, and other work in compliance with all state and federal laws, and City specifications and requirements. For further detail, see Exhibits B-1 and B-2, which are attached to this Agreement and incorporated herein.

Minimum Improvements shall mean the construction of the taxable commercial development on Plat 4 and/or Plat 5 of the Summercrest Hills Subdivision, together with all related site improvements as further outlined in Exhibit B attached hereto.

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

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means Ordinance No. 1428 of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Hillcrest Urban Renewal Area Tax Increment Revenue Fund.

Project means the construction of the Infrastructure Improvements and Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Substantial Completion means when the project engineer for the Infrastructure Improvements, the City and the Developer all have agreed that the Infrastructure Improvements are substantially complete.

Tax Increments means the property tax revenues with respect to the Hillcrest Urban Renewal Area that are divided and made available to the City for deposit in the Hillcrest Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance, as amended.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the Hillcrest Urban Renewal Area, as amended.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

Section 2.2 Covenants, Obligations, Representations and Warranties of Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is licensed to do business in Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer has provided an enforceability opinion, in the form attached as Exhibit E. Developer is owned 50% by Three Sixty Group, L.L.C. and 50% by KDG Investments, L.L.C. Three Sixty Group, L.L.C. is the managing member of SHDC, L.L.C. and is authorized to sign on behalf of SHDC, L.L.C.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization, bylaws or other governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.
- (d) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of this Agreement or the Developer's ability to perform its obligations under this Agreement.

- (e) The Developer will cause the Infrastructure Improvements and Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Hillcrest Urban Renewal Plan and all applicable local, State and federal laws and regulations, except for permitted variances necessary to construct the Infrastructure Improvements and Minimum Improvements.
- (f) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met in connection with the Project.
- (g) Upon completion of construction, and subject to acceptance by the City, the Developer represents that the Infrastructure Improvements shall be dedicated to the City, pursuant to all applicable City ordinances.
- (h) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (i) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project.
- (j) The Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to the Developer pursuant to this Agreement.
- (k) Within 30 days of approval of this Agreement, Developer shall: (i) secure financing as required to complete the Project; and (ii) provide a copy of the primary bank's or lending institution's financial commitment to Developer to the City.

ARTICLE III. CONSTRUCTION

Section 3.1 Construction of Infrastructure Improvements and Minimum Improvements. The Developer agrees that it will cause the Infrastructure Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to, and approved by, the City. The Developer agrees that it will ensure that the Minimum Improvements that have been or will be constructed on the Development Property are or will be in conformance with the Construction Plans submitted to, and approved by, the City. The Developer agrees that the scope and scale of the Infrastructure Improvements and Minimum Improvements to be constructed shall not be significantly less than the scope and scale thereof as detailed and outlined in the Construction Plans, as so approved.

Section 3.2 Construction Plans. The Developer shall present or cause to be presented the Construction Plans for the Infrastructure Improvements and Minimum Improvements to the City for approval and shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve Construction Plans and the Infrastructure Improvements by approving the Final Plat for the Summercrest Hills Subdivision. The Construction Plans shall: (a) conform to the terms and condition of this Agreement; (b) conform to the terms and conditions of the Hillcrest Urban Renewal Plan; (c) conform to all applicable federal, State and local laws, ordinances, rules and regulations; and (d) shall be adequate for the purposes of this Agreement to provide for the construction of the Infrastructure Improvements and Minimum Improvements. Provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations.

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

Section 3.3 Commencement and Completion of Construction of Infrastructure Improvements. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements to be undertaken and substantially completed on or before December 1, 2015. All such work shall be in conformity with the Construction Plans approved by the applicable City building officials or any amendments thereto as may be approved by City building officials. Substantial Completion means when the project engineer for the Infrastructure Improvements, the City and the Developer all have agreed that the Infrastructure Improvements are substantially complete.

The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Infrastructure Improvements and/or Minimum Improvements in order to inspect such construction and the progress thereof. Upon notice of completion of the Infrastructure Improvements, the City shall inspect the Infrastructure Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Infrastructure Improvements have been duly completed, the City shall accept dedication of the Infrastructure Improvements. If the City determines that the Infrastructure Improvements are not acceptable, it shall notify the Developer within twenty (20) business days in the form described in Section 3.4 below.

Section 3.4 Certificate of Completion for Infrastructure Improvements. Upon written request of the Developer, after completion of the Infrastructure Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement solely with respect to the obligations of the Developer to construct the applicable portion of the Infrastructure Improvements.

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

ARTICLE IV. COVENANTS OF DEVELOPER

Section 4.1 For and in consideration of the obligations assumed by the City in this Agreement, Developer agrees to the following:

- (a) Substantially complete the Infrastructure Improvements described in Exhibits B-1 and B-2 by December 1, 2015 ("Substantial Completion" is defined in Section 1.1);
- (b) Developer will dedicate and convey to the City, subject to the City's acceptance of same pursuant to all subdivision and other city, state or federal requirements, the Infrastructure Improvements, including but not limited to, streets, water, sewer (sanitary and storm), described in Exhibits B-1 and B-2, and subject to the requirements of this Agreement. Note: The City's subdivision ordinance requires certain maintenance bonds to be furnished by the Developer;
- (c) Develop the Development Property into commercial or multi-residential property that has an Assessed Valuation as of January 1, 2017 of at least \$10,000,000, due to the construction of the Minimum Improvements described in Exhibit B or other equivalent improvements with an Assessed Valuation of at least \$10,000,000 in total as of January 1, 2017; and
- (d) All Minimum Improvements making up the Assessed Valuation on the Development Property during the term of this Agreement shall be taxable and not exempt from taxation and shall be specifically subject to the restrictions of Section 7.2 hereof.

ARTICLE V. INSURANCE

Section 5.1 Insurance Requirements.

- (a) Insurance During Construction. Developer will provide and maintain (or cause to be maintained in the case of construction by another entity) at all times during the process of constructing the Infrastructure Improvements (prior to acceptance of dedication of the applicable portion) (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
 - (i) Builders risk insurance, written on the so-called "Builder's Risk Completed Value Basis," in an amount equal to one hundred percent

(100%) of the insurable value (excluding earthwork, underground utilities, paving and foundations) of the Infrastructure Improvements and Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; however, Developer may carry a \$5,000 deductible);

- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer; Developer's directors, officers, shareholders, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
- (iii) Workers' compensation insurance, with statutory coverage.
- (iv) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Infrastructure Improvements or Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Infrastructure Improvements or Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.
- (v) Developer shall complete the repair, reconstruction, and restoration of the Infrastructure Improvements or Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1 Maintenance of Properties. The Developer will maintain, preserve and keep the Development Property, the Infrastructure Improvements and Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions. This duty shall cease as to any Infrastructure Improvements dedicated to or conveyed to and accepted by the City, and upon a permitted sale of any Minimum Improvements.

Section 6.2 Maintenance of Records. Developer will keep at all times proper books of record and account with respect to construction costs for the Infrastructure Improvements and any other obligations of the Developer under this Agreement and Developer will provide reasonable protection against loss or damage to such books of record and account. Upon request by the City, Developer shall provide certified copies of portions of its books and accounts limited in scope as above described.

Section 6.3 Compliance with Laws. The Developer will comply with all applicable laws, rules and regulations relating to the Development Property and the Minimum Improvements.

Section 6.4 Non-Discrimination. In constructing the Infrastructure Improvements and in the construction of and selling of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that is related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 Reserved.

Section 6.7 Certification. To assist the City in monitoring the performance of the Developer hereunder, a duly authorized officer of the Developer shall provide to the City the following: (a) a written statement showing the assessed value of the Assessed Valuation on the Development Property (as defined in Section 1.1 of this Agreement) as of the most recent January 1; (b) proof that all ad valorem taxes on the Development Property due and payable by Developer have been paid for the prior fiscal year (and for the current year, if due); and (c) certification that such officer has re-examined the terms

and provisions of this Agreement and, to the best of that officer's knowledge and belief at the date of such certificate, and during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and actions taken to correct any such default. Such statement, proof and certificate described above, shall be provided to the City not later than 30 days before the Grant dates in Exhibit F, commencing November 1, 2015 and continuing until April 1, 2019. The Certification required before each Economic Development Grant shall be in the form of Exhibit G, incorporated herein.

Section 6.8 Real Property Taxes and Assessments. Developer or its successors shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement or legal title to the property is vested in another person, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

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

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

c. Notwithstanding the foregoing, if Developer sells part of the Development Property, pursuant to the requirements of this Agreement, such new property owner may apply for any applicable property tax exemptions under Indianola's Urban Revitalization Plan, pursuant to the provisions of such Plan.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1 Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will maintain its existence as an adequately capitalized limited liability company and will not wind up or otherwise dispose of all or substantially all of the Development Property, or assign, participate, or otherwise act in such manner as to convey to any third party any interest in this Agreement to any other party unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this agreement and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the Developer may (1) pledge any and/or all of its assets and real estate as security for any financing of the Infrastructure Improvements or construction of other improvements on the Project to a commercial lender, or; (2) sell one or more individual lots in the Development Property to third parties after construction of the Infrastructure Improvements on such lot.

Section 7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

The obligations of this subsection shall run with the land for the life of this Agreement. Developer, its successors or assigns, and any subsequent owner of any Development Property subject to this Agreement (other than the City), shall include references to these restrictions in any transfer document(s) (deeds or otherwise), as may be necessary to effectuate this Agreement.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1 Economic Development Grants.

- (a) For and in consideration of the obligations being assumed by the Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with the terms

of this Agreement and to the terms of this Article VIII, to assume an obligation to make the following Economic Development Grants (or "Grants"):

- (i) Up to eight (8) semi-annual Economic Development Grants to the Developer of \$137,500 each, up to a total of \$1,100,000 over four years, under the following terms and conditions:
 - 1. The maximum aggregate Grant amount is the lesser of (A) \$1,100,000 or (B) the actual costs (based on receipts and other proof) of the water, streets, and sewer (sanitary and storm) and other Infrastructure Improvements described in Exhibit B-1 that are constructed in Plat 4 and/or for the construction of North 6th Street only.
 - (A) The City recognizes that the cost for the Infrastructure Improvements as described in Exhibits B-1 and B-2 will exceed \$1,100,000. However, the City will only make Grants equal to the costs of the Infrastructure Improvements related to the construction of the streets, water and sewer (sanitary and storm) in Plat 4 and/or for the construction of North 6th Street, up to a maximum of \$1,100,000 in aggregate Grants.
 - (B) Accordingly, Developer shall provide to the City bona fide copies of receipts, invoices and other proof of payment of costs or expenses directly related to the construction and installation of Infrastructure Improvements in Plat 4 of Summercrest Hill Subdivision and/or for the construction of North 6th Street, all within the Development Property.
 - (C) Such submission of proof of payment described in "B" shall be accompanied by a certification by an Iowa licensed engineer that such costs related to the construction and installation of Infrastructure Improvements in Plat 4 of Summercrest Hill Subdivision and/or for the construction of North 6th Street, all within the Development Property.

- (D) The submission of such proof of payment is due to the City no later than 30 days before Grant No. 1, scheduled for December 1, 2015. See Exhibit H for the form of Infrastructure Certificate.
- 2. The Economic Development Grants scheduled for May 1, 2016 and subsequent dates are eligible for payment ONLY after a certain amount of building permit values are issued for Plat 4 and/or 5 or a certain Assessed Valuation has been assessed on the Development Property by the County Assessor. See Section 8.1(b) and Exhibit F for details.
- (b) The obligation of the City to make an Economic Development Grant to the Developer shall be subject to and conditioned upon: (i) the terms of this Article; and (ii) timely filing by the Developer of the certifications required under Section 6.7 (Exhibit G), Exhibit H, and the Council's approval thereof.

As an example, Developer's first semi-annual Economic Development Grant of December 1, 2015 of \$137,500 is contingent on Substantial Completion of Infrastructure Improvements as described in Exhibits B-1 and B-2.

As a further example, Grant No. 2 on May 1, 2016 and Grant No. 3 on December 1, 2016 of \$137,500 each are contingent on (1) City's issuance of a Certificate of Completion for the Infrastructure Improvements (Plats 4 and 5), conveyance of same to the City and the City's acceptance, and the recording of the Final Plat for Summercrest Hills Plats 4 and 5; and (2) the issuance of building permits for a hotel, multi-family complex, and/or convenience store (or other new taxable properties) on Plat 4 and/or 5 of at least \$10,000,000 in building construction amounts. See Exhibit F.

As a further example, Grant Nos. 4-8 of \$137,500 each are contingent on (1) City's issuance of a Certificate of Completion for the Infrastructure Improvements (Plats 4 and 5), conveyance of same to the City and the City's acceptance, and the recording of the Final Plat for Summercrest Hills Plats 4 and 5; and (2) the assessed valuation of the hotel, multi-family complex and/or convenience store (or other new taxable projects) on Plat 4 and/or Plat 5 of at least \$10,000,000 by January 1, 2017 and continuing through at least the January 1, 2019 assessment year. See Exhibit F.

- (c) In the event that any certification filed by Developer under Section 6.7 discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 or other provision of this Agreement (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2 or other provision of this Agreement), the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.
- (d) Each certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grants available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants on the Grant Date only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(a).
- (e) Economic Development Grants shall, at all times, be subject to suspension and termination, in accordance with the terms of this Article VIII and Article X. Thereafter, the taxes levied on the Development Property shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

Section 8.2 Source of Grant Funds Limited.

- (a) The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Hillcrest Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and subject to Developer compliance and annual appropriation by the City Council, to apply the incremental taxes allocated to the Hillcrest Urban Renewal Tax Increment Revenue Fund to pay the Economic Development Grants, as and to the extent set forth in Section 8.1 hereof. The Economic Development Grants shall not be payable in any manner by

other tax increment revenues or by general taxation or from any other City funds.

- (b) Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.
- (c) Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon commencement of any such legal action or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) semi-annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.
- (d) The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and

under no circumstances shall the City, its agents, governing body members, attorneys, employers, successors or assigns, in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Hillcrest Urban Renewal Tax Increment Revenue Fund (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3 Use of Other Tax Increments. Subject to this Article VIII, the City shall be free to use any and all Tax Increments collected in respect of any other properties within the Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants under Section 8.1 hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Infrastructure Improvements, Minimum Improvements or Development Property.
- (b) Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Infrastructure or Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in

or on the Development Property.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Infrastructure or Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (e) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

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

- (a) Failure by the Developer to cause the construction of the Infrastructure Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;
- (b) Transfer of any interest (either directly or indirectly) in this Agreement or the Development Property and minimum improvements in violation of the provisions of Article VII of this Agreement;
- (c) Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (d) Failure by the Developer to pay ad valorem taxes on the Development Property and Minimum Improvements, when constructed;
- (e) The holder of any Mortgage on the Development Property owned by Developer, or any improvements thereon, or any portion thereof,

commences foreclosure proceedings as a result of any default by Developer under the applicable Mortgage documents;

- (f) The Developer shall:
 - (A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or State law; or
 - (B) make an assignment for the benefit of its creditors; or
 - (C) admit in writing its inability to pay its debts generally as they become due; or
 - (D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment;
- (g) Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certificate furnished by the Developer pursuant to this Agreement which shall be proven to have been incorrect, incomplete or misleading and such misstatement was known by Developer at the time it was made, in any material respect on or as of the date of the issuance or making thereof.

Section 10.2 Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City as specified below, may take any one or more, or a combination, of the following actions after (except in the case of an Event of Default under subsection (e) of said Section 10.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event

of Default, but only if the Event of Default has not been cured within said thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- (a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;
- (b) The City may terminate this Agreement;
- (c) The City may withhold a Certificate of Completion;
- (d) The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages or to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement; or
- (e) The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the rate of 10%. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.
- (f) In the event that Developer meets all conditions for Grant No. 4 (May 1, 2017) and Grant No. 5 (December 1, 2017), except that the Assessed Valuation for the hotel, multi-family complex and/or convenience store (or other new taxable properties) on Plat 4 and/or Plat 5 as of January 1, 2017, is less than 100%, but at least 70% of the requirement, that is, at least \$7,000,000, the following will occur, subject to the terms of this Agreement:
 - (1) Grant No. 4 (May 1, 2017) will be reduced proportionately. For example, if the Assessed Valuation of the Minimum Improvements on Plat 4 and/or 5 is \$7,000,000 as of January 1, 2017, then Grant No. 4 will equal 30% less than \$137,500 or \$96,250.
 - (2) Grant No. 5 (December 1, 2017) is subject to the same reduction.
- (g) In the event that the Developer meets all conditions for Grant No. 6 (May 1,

2018), including that the Assessed Valuation for the hotel, multi-family complex and/or convenience store (or other new taxable properties) on Plat 4 and/or Plat 5 as of 1-1-2018 is at least \$10,000,000, then any pro rata portion that was reduced from Grant 4 and/or Grant 5 above shall be added to Grants 6 (May 1, 2018) and Grant 7 (December 1, 2018) in equal amounts.

- (1) However, if the Developer does not meet all conditions for Grant Nos. 6 and No. 7, including the total Assessed Valuation of \$10,000,000 for the hotel, multi-family complex and/or convenience store (or other new taxable properties) by January 1, 2018, the Developer is not entitled to any portion of Grant Nos. 6, 7 or 8, or the reduced portion of Grant Nos. 4 and 5.

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

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

Section 10.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and either party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement herein contained, the party that is judicially determined to be in default agrees that it shall, on demand therefor, pay to the other party the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by them in connection therewith.

ARTICLE XI. RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1 Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer, agent, attorney or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2 Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In the case of the Developer, is addressed or delivered personally to the Developer at 5625 Mills Civic Parkway, Suite 101, West Des Moines, Iowa, 50266.
- (b) In the case of the City, is addressed to or delivered personally to the City at the City Hall, 110 N. 1st Street, Indianola, Iowa 50125; Attn: City Clerk;

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

Section 12.3 Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6 Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof.

Section 12.7 Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9 Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2020, unless terminated earlier under the provisions of this Agreement.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

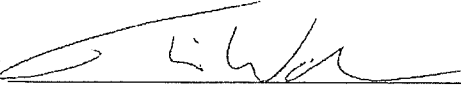
STATE OF IOWA)
) ss.
COUNTY OF WARREN)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of Indianola, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority and resolution of its City Council, and said Mayor of the City Council and City Clerk acknowledged said instrument to be the free act and deed of said City by it voluntarily executed.

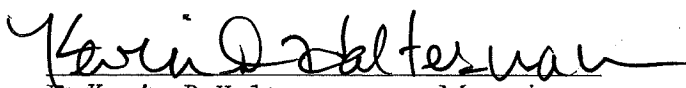
Notary Public in and for the State of Iowa

SHDC, LLC

By


Tim Walpole
as Managing Member of Three
Sixty Group, LLC, the Managing
Member of SHDC, LLC

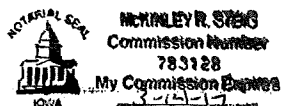
ATTEST:


By Kevin D. Halterman, as Managing
Member of KDG Investments, LLC

STATE OF IOWA)

COUNTY OF Warren)

On this 29 day of May, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Tim Walpole and Denis Frischmeyer, to me personally known, who being duly sworn, did say that Tim Walpole is the Managing Member of Three Sixty Group, LLC, the Managing Member of SHDC, LLC and Denis Frischmeyer, is the Managing Member of KDG Investments, LLC, part owner of SHDC, LLC, and that said instrument was signed on behalf of said limited liability companies; and that the said Tim Walpole and Denis Frischmeyer, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability companies, by them voluntarily executed.




Notary Public in and for the State of Iowa

EXHIBITS

<u>Exhibit A</u>	Development Property	29
<u>Exhibit B</u>	Minimum Improvements and Total Assessed Valuation	31
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<u>Exhibit D</u>	Memorandum of Agreement for Development Agreement	41
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<u>Exhibit F</u>	Schedule Of Economic Development Grants	48
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<u>Exhibit H</u>	Infrastructure Certificate	50

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

SUMMERCREST HILLS PLAT 4 - FINAL PLAT DESCRIPTION

A part of the southwest fractional $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M. and outlot "Y" Summercrest Hills Plat 1, an official plat, now included in and forming a part of the City of Indianola, Warren County, Iowa and described as follows:

Beginning at the southwest corner of said outlot "Y"; thence north 02° 56' 14" east along the west line of said outlot "Y", 45.46 feet; thence north 00° 03' 22" east continuing along said west line, 100.00 feet; thence north 10° 37' 44" west continuing along said west line, 107.87 feet; thence north 00° 03' 22" east along said west line, 4.87 feet to the northwest corner of said outlot "Y"; thence north 90° 00' 00" east along the north line of said outlot "Y" and the south line of Lot 1 of said Summercrest Hills Plat 1 and the extension of said line, 614.98 feet; thence south 00° 00' 00" east, 256.29 feet; thence south 90° 00' 00" west, 170.20 feet; thence south 00° 02' 41" west, 322.95 feet; thence northeasterly along a curve concave northwesterly whose radius is 1465.00 feet, whose arc length is 273.17 feet and whose chord bears north 78° 03' 25" east, 272.77 feet; thence northeasterly along a curve concave southeasterly whose radius is 1035.00 feet, whose arc length is 355.44 feet and whose chord bears north 82° 33' 12" east, 353.69 feet; thence south 87° 36' 30" east, 104.27 feet; thence northeasterly along a curve concave northwesterly whose radius is 25.00 feet, whose arc length is 39.27 feet and whose chord bears north 47° 23' 30" east, 35.36 feet; thence north 02° 23' 30" east, 5.50 feet; thence south 87° 36' 30" east, 70.00 feet; thence south 02° 23' 30" west 170.76 feet; thence southwesterly along a curve concave northwesterly whose radius is 535.00 feet, whose arc length is 157.99 feet and whose chord bears south 10° 51' 06" west, 157.42 feet; thence south 20° 44' 14" west, 87.38 feet to the northeast corner of street lot "B", Summercrest Hills Plat 3, an official plat; thence north 61° 22' 40" west along the northerly line of said street lot "B" and the northerly line of outlot "Y" of said Summercrest Hills Plat 3, a distance of 112.44 feet to the north corner of said outlot "Y" thence north 89° 57' 19" west along said northerly line of said outlot "Y" and along the north line of lot 1 of said Summercrest Hills Plat 3, a distance of 601.78 feet to the northwest corner of said lot 1; thence south 00° 02' 41" west along the west line of said lot 1, a distance of 157.73 feet to the northeast corner of street lot "C", of said Summercrest Hills Plat 3; thence north 89° 57' 19" west along the north line of street lot "C", lot 9 and outlot "Z" all in said Summercrest Hills Plat 3, a distance of 485.00 feet to the northwest corner of said outlot "Z" and the east right-of-way line of Highway 65/69 (North Jefferson Way); thence north 00° 02' 41" east along said east right-of-way line, 555.29 feet; thence north 02° 56' 14" east continuing along said east right-of-way line, 153.49 feet to the point of beginning and containing 16.40 acres (714.417 S.F.).

SUMMERCREST HILLS PLAT 5 - FINAL PLAT DESCRIPTION

A part of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Indianola, Warren County, Iowa and described as follows:

Beginning at the northwest corner of 1, Summercrest Hills Plat 2, an official plat also being on the east right-of-way line of North 6th Street; thence northerly along said east right-of-way line and along a curve concave westerly whose radius is 450.00 feet; whose arc length is 118.12 feet and whose chord bears north 0736' 14" west, 117.78 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 25.00 feet, whose arc length is 40.04 feet and whose chord bears north 3044' 51" east, 35.89 feet; thence north 1445' 07" west continuing along said east right-of-way line, 70.00 feet; thence southwesterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 635.00 feet; whose arc length is 12.08 feet and whose chord bears south 7503' 49" west, 12.08 feet; thence northwesterly continuing along said east right-of-way line and along a curve concave northeasterly whose radius is 25.00 feet, whose arc length is 37.14 feet and whose chord bears north 6255' 38" west, 33.81 feet; thence northerly continuing along said east right-of-way line and along a curve concave easterly whose radius is 350.07 feet, whose arc length is 141.42 feet and whose chord bears north 0904' 27" west, 140.46 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 482.57 feet; whose arc length is 161.54 feet and whose chord bears north 1205' 18" east, 160.78 feet; thence north 2044' 14" east continuing along said east right-of-way line, 87.38 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave northwesterly whose radius is 535.00 feet, whose arc length is 108.62 feet and whose chord bears north 1329' 43" east, 108.43 feet; thence south 8741' 06" east, 546.37 feet; thence south 0000' 00" west, 452.75 feet; thence north 8954' 57" east, 68.48 feet; thence south 0005' 03" east, 235.22 feet; thence south 8956' 11" west along the north line of said Lot 1 and the extension of said line east, 625.67 feet to the point of beginning and containing 9.89 acres (430,810 S.F.).

EXHIBIT B

MINIMUM IMPROVEMENTS AND TOTAL ASSESSED VALUATION

Minimum Improvements	Square Footage (Approx.)	Location	Estimated Completion Date	Estimated Valuation ¹
Hotel (77 units-4 story) ²	46,709	Plat 4	12-31-16	<u>\$4,000,000</u>
Multifamily Complex (116 units) ²	120,458	Plat 5	12-31-16	<u>\$6,500,000</u>
Convenience Store ²	4,000	Plat 4	12-31-16	<u>\$800,000</u>
<u>TOTAL ASSESSED VALUATION</u>				At least <u>\$10,000,000</u> <u>(\$11,300,000)</u>

¹ These amounts are estimates and may change, provided total Assessed Valuation shall not be less than \$10,000,000 in the aggregate.

² The types of properties may change; however, Developer is required to have at least \$10,000,000 in total Assessed Valuation (commercial or multi-residential) on Plat 4 and/or Plat 5 no later than January 1, 2017 in order to receive Grant Numbers 4-8 of the Economic Development Grants as described in this Agreement and Exhibit F

EXHIBIT B-1

INFRASTRUCTURE IMPROVEMENTS

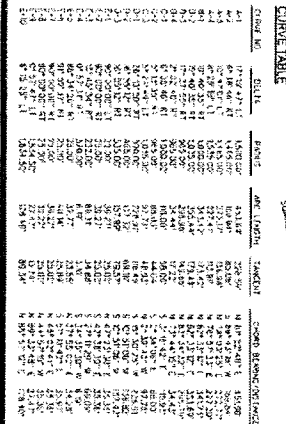
Infrastructure Improvements consist of all infrastructure including but not limited to streets, water, sanitary and storm sewer, drainage, sidewalks and signaling required pursuant to the City's subdivision ordinance and any other local, state or federal requirements necessary to be constructed and installed, dedicated to the City and accepted, along with all other necessary requirements for approval and recording of Final Plat 4 and Final Plat 5 of the Summercrest Hills Subdivision.

See Exhibit B-2 for the Final Plat 4 and 5 of Summercrest Hills, showing location of Infrastructure Improvements.

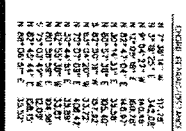
EXHIBIT B-2
FINAL PLAT

Final Plat 4 and Final Plat 5 of the Summercrest Hills Subdivision showing location of Infrastructure Improvements

FINAL PLAT

[illegible][illegible]

Sheet 1 of 1

[illegible][illegible][illegible]

2 PROPERTY RECORDS, Vol. of SET
series, in DAYS of THE RECORDING
of THE PLAT.

BASIS OF BEARING

The South end of Southeast
Plat No. 1 is shown to bear
S 89° 10' W.

LEGEND

BLACK REGULATIONS

PLEASE PRINT OR TYPE

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

DATE _____

TIME _____

LOCATION _____

NOTES

1. I AM NOT A MEMBER OF THE

DEVELOPER
 SPECIALTIES
 5811 TULLY DRIVE, HAWAII, ESTATE 403
 8135 OHS OAKS & OAKA RD 10166
ZONING
 2010 W. WILSON AVE.
 2010 W. WILSON AVE.

OWNER

[illegible]

WENT TO ST. LOUIS, MO. TO VISIT A FRIEND.
WENT TO ST. LOUIS, MO. TO VISIT A FRIEND.
WENT TO ST. LOUIS, MO. TO VISIT A FRIEND.

Sheet 1 of 1

SUMMERCREST HILLS PLAT 5
FINAL PLAT
SNYDER & ASSOCIATES

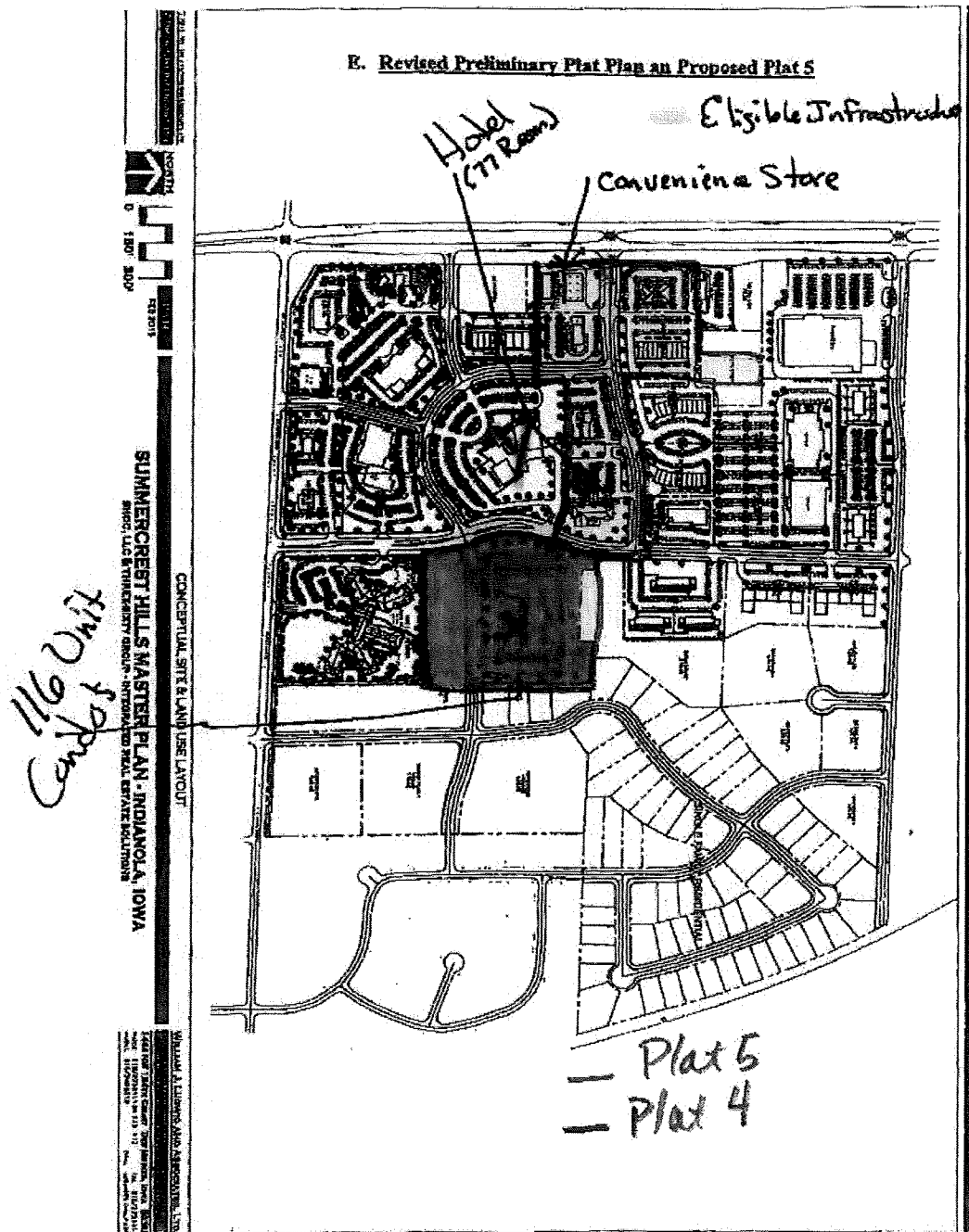
INDIANOLA, IOWA

1727 S.W. EMERY BLVD. ANKENY, IOWA 52072 515-566-2200	ARMACIA 15413 19th CEDAR RAPIDS IA 52402-5074	CO. BLDG 23A 712-372-8000	BAR KATIE WED 920-542-8358 ST. JOSEPH, MO 816-266-2121
---	--	------------------------------	---

EMPLOYEE		REVISION		DATE	
Employee: ETC	Checked by: E.M.	Revised: 1-90			
Author: D.O.	Date: 03-25-15	Printed by: J.P.			
Project No: H40830			Sheet 1 of 1		

N	

EXHIBIT B-3
DIAGRAM SHOWING HOTEL, MULTI-FAMILY COMPLEX, CONVENIENCE
STORE AND ELIGIBLE INFRASTRUCTURE



Prepared By: _____

Return To: _____

EXHIBIT C

CERTIFICATE OF COMPLETION FOR INFRASTRUCTURE IMPROVEMENTS OF SUMMERCREST SUBDIVISION (PLATS 4 AND 5)

WHEREAS, the City of Indianola, Iowa (the "City") and _____ (the "Developer") did on or about the ____ day of _____, 2015, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement and the Hiawatha Urban Renewal Plan (the "Plan"), to develop certain real property owned by the Developer and located within the City of Indianola, Warren County, Iowa ("City") and particularly described as follows:

SUMMERCREST HILLS PLAT 4 - FINAL PLAT DESCRIPTION

A part of the southwest fractional $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M. and outlot "Y" Summercrest Hills Plat 1, an official plat, now included in and forming a part of the City of Indianola, Warren County, Iowa and described as follows:

Beginning at the southwest corner of said outlot "Y"; thence north 02° 56' 14" east along the west line of said outlot "Y", 45.46 feet; thence north 00° 03' 22" east continuing along said west line, 100.00 feet; thence north 10° 37' 44" west continuing along said west line, 107.87 feet; thence north 00° 03' 22" east along said west line, 4.87 feet to the northwest corner of said outlot "Y"; thence north 90° 00' 00" east along the north line of said outlot "Y" and the south line of Lot 1 of said Summercrest Hills Plat 1 and the extension of said line, 614.98 feet; thence south 00° 00' 00" east, 256.29 feet; thence south 90° 00' 00" west, 170.20 feet; thence south 00° 02' 41" west, 322.95 feet; thence northeasterly along a curve concave northwesterly whose radius is 1465.00 feet, whose arc length is 273.17 feet and whose chord bears north 78° 03' 25" east, 272.77 feet; thence northeasterly along a curve concave southeasterly whose radius is 1035.00 feet, whose arc length is 355.44 feet and whose chord bears north 82° 33' 12" east, 353.69 feet; thence south 87° 36' 30" east, 104.27 feet; thence northeasterly along a curve concave northwesterly whose radius is 25.00 feet, whose arc length is 39.27 feet and whose chord bears north 47° 23' 30" east, 35.36 feet; thence north 02° 23' 30" east, 5.50 feet; thence south 87° 36' 30" east, 70.00 feet; thence south 02° 23' 30" west 170.76 feet; thence southwesterly along a curve concave northwesterly whose radius is 535.00 feet, whose arc length is 157.99 feet and whose chord bears south 10° 51' 06" west, 157.42 feet; thence south 20° 44' 14" west, 87.38 feet to the northeast corner of street lot "B", Summercrest Hills Plat 3, an official plat; thence north 61° 22' 40" west along the northerly

line of said street lot "B" and the northerly line of outlot "Y" of said Summercrest Hills Plat 3, a distance of 112.44 feet to the north corner of said outlot "Y" thence north 89°57'19" west along said northerly line of said outlot "Y" and along the north line of lot 1 of said Summercrest Hills Plat 3, a distance of 601.78 feet to the northwest corner of said lot 1; thence south 00°02'41" west along the west line of said lot 1, a distance of 157.73 feet to the northeast corner of street lot "C", of said Summercrest Hills Plat 3; thence north 89°57'19" west along the north line of street lot "C", lot 9 and outlot "Z" all in said Summercrest Hills Plat 3, a distance of 485.00 feet to the northwest corner of said outlot "Z" and the east right-of-way line of Highway 65/69 (North Jefferson Way); thence north 00°02'41" east along said east right-of-way line, 555.29 feet; thence north 02°56'14" east continuing along said east right-of-way line, 153.49 feet to the point of beginning and containing 16.40 acres (714.417 S.F.).

SUMMERCREST HILLS PLAT 5 - FINAL PLAT DESCRIPTION

A part of the southeast ¼ of the southwest ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Indianola, Warren County, Iowa and described as follows:

Beginning at the northwest corner of 1, Summercrest Hills Plat 2, an official plat also being on the east right-of-way line of North 6th Street; thence northerly along said east right-of-way line and along a curve concave westerly whose radius is 450.00 feet; whose arc length is 118.12 feet and whose chord bears north 07°36'14" west, 117.78 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 25.00 feet, whose arc length is 40.04 feet and whose chord bears north 30°44'51" east, 35.89 feet; thence north 14°45'07" west continuing along said east right-of-way line, 70.00 feet; thence southwesterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 635.00 feet; whose arc length is 12.08 feet and whose chord bears south 75°03'49" west, 12.08 feet; thence northwesterly continuing along said east right-of-way line and along a curve concave northeasterly whose radius is 25.00 feet, whose arc length is 37.14 feet and whose chord bears north 62°55'38" west, 33.81 feet; thence northerly continuing along said east right-of-way line and along a curve concave easterly whose radius is 350.07 feet, whose arc length is 141.42 feet and whose chord bears north 09°04'27" west, 140.46 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 482.57 feet; whose arc length is 161.54 feet and whose chord bears north 12°05'18" east, 160.78 feet; thence north 20°44'14" east continuing along said east right-of-way line, 87.38 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave northwesterly whose radius is 535.00 feet, whose arc length is 108.62 feet and whose chord bears north 13°29'43" east, 108.43 feet; thence south 87°41'06" east, 546.37 feet; thence south 00°00'00" west, 452.75 feet; thence north 89°54'57" east, 68.48 feet; thence south 00°05'03" east, 235.22 feet; thence south 89°56'11" west along the north line of said Lot 1 and the extension of said line east, 625.67 feet to the point of beginning and containing 9.89 acres (430,810 S.F.).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Infrastructure Improvements (as defined therein) in accordance with the Agreement and the Plan; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of such Infrastructure Improvements in a manner deemed sufficient by the City to permit the execution and recording of this certification.

NOW, THEREFORE, PURSUANT TO Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Infrastructure Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Warren County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Infrastructure Improvements on the Development Property.

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

IN WITNESS WHEREOF, the City and the Developer have executed this Certificate of Completion as of the _____ day of _____, 2015.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

STATE OF IOWA)
)
COUNTY OF WARREN)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of Indianola, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority and resolution of its City Council, and said Mayor of the City Council and City Clerk acknowledged said instrument to be the free act and deed of said City by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR DEVELOPMENT AGREEMENT

WHEREAS, City of Indianola, Iowa, (the "City") and SHDC, LLC (the "Developer") did on or about the _____ day of _____, 2015, make, execute and deliver a Development Agreement (the Agreement), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and more particularly described as follows:

SUMMERCREST HILLS PLAT 4 - FINAL PLAT DESCRIPTION

A part of the southwest fractional $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M. and outlet "Y" Summercrest Hills Plat 1, an official plat, now included in and forming a part of the City of Indianola, Warren County, Iowa and described as follows:

Beginning at the southwest corner of said outlet "Y"; thence north 02° 56' 14" east along the west line of said outlet "Y", 45.46 feet; thence north 00° 03' 22" east continuing along said west line, 100.00 feet; thence north 10° 37' 44" west continuing along said west line, 107.87 feet; thence north 00° 03' 22" east along said west line, 4.87 feet to the northwest corner of said outlet "Y"; thence north 90° 00' 00" east along the north line of said outlet "Y" and the south line of Lot 1 of said Summercrest Hills Plat 1 and the extension of said line, 614.98 feet; thence south 00° 00' 00" east, 256.29 feet; thence south 90° 00' 00" west, 170.20 feet; thence south 00° 02' 41" west, 322.95 feet; thence northeasterly along a curve concave northwesterly whose radius is 1465.00 feet, whose arc length is 273.17 feet and whose chord bears north 78° 03' 25" east, 272.77 feet; thence northeasterly along a curve concave southeasterly whose radius is 1035.00 feet, whose arc length is 355.44 feet and whose chord bears north 82° 33' 12" east, 353.69 feet; thence south 87° 36' 30" east, 104.27 feet; thence northeasterly along a curve concave northwesterly whose radius is 25.00 feet, whose arc length is 39.27 feet and whose chord bears north 47° 23' 30" east, 35.36 feet; thence north 02° 23' 30" east, 5.50 feet; thence south 87° 36' 30" east, 70.00 feet; thence south 02° 23' 30" west 170.76 feet; thence southwesterly along a curve concave northwesterly whose radius is 535.00 feet, whose arc length is 157.99 feet and whose chord bears south 10° 51' 06" west, 157.42 feet; thence south 20° 44' 14" west, 87.38 feet to the northeast corner of street lot "B", Summercrest Hills Plat 3, an official plat; thence north 61° 22' 40" west along the northerly line of said street lot "B" and the northerly line of outlet "Y" of said Summercrest Hills Plat 3, a distance of 112.44 feet to the north corner of said outlet "Y" thence north 89° 57' 19" west along said northerly line of said outlet "Y" and along the north line of lot 1 of said Summercrest Hills Plat 3, a distance of 601.78 feet to the northwest corner of said lot 1; thence south 00° 02' 41" west along the west line of said lot 1, a distance of 157.73 feet to the northeast corner of street lot "C", of said Summercrest Hills Plat 3; thence north 89° 57' 19" west along the north line of street lot "C", lot 9 and outlet "Z" all in said Summercrest Hills Plat 3, a distance of 485.00 feet to the northwest corner of said outlet "Z" and the east right-of-way line of Highway 65/69 (North Jefferson Way); thence north 00° 02' 41" east along said east right-of-way line, 555.29 feet; thence

north 02° 56' 14" east continuing along said east right-of-way line, 153.49 feet to the point of beginning and containing 16.40 acres (714.417 S.F.).

SUMMERCREST HILLS PLAT 5 - FINAL PLAT DESCRIPTION

A part of the southeast ¼ of the southwest ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Indianola, Warren County, Iowa and described as follows:

Beginning at the northwest corner of 1, Summercrest Hills Plat 2, an official plat also being on the east right-of-way line of North 6th Street; thence northerly along said east right-of-way line and along a curve concave westerly whose radius is 450.00 feet; whose arc length is 118.12 feet and whose chord bears north 0736' 14" west, 117.78 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 25.00 feet, whose arc length is 40.04 feet and whose chord bears north 30°44'51" east, 35.89 feet; thence north 14°45'07" west continuing along said east right-of-way line, 70.00 feet; thence southwesterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 635.00 feet; whose arc length is 12.08 feet and whose chord bears south 75°03'49" west, 12.08 feet; thence northwesterly continuing along said east right-of-way line and along a curve concave northeasterly whose radius is 25.00 feet, whose arc length is 37.14 feet and whose chord bears north 62°55'38" west, 33.81 feet; thence northerly continuing along said east right-of-way line and along a curve concave easterly whose radius is 350.07 feet, whose arc length is 141.42 feet and whose chord bears north 09°04'27" west, 140.46 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave southeasterly whose radius is 482.57 feet; whose arc length is 161.54 feet and whose chord bears north 12°05'18" east, 160.78 feet; thence north 20°44'14" east continuing along said east right-of-way line, 87.38 feet; thence northeasterly continuing along said east right-of-way line and along a curve concave northwesterly whose radius is 535.00 feet, whose arc length is 108.62 feet and whose chord bears north 13°29'43" east, 108.43 feet; thence south 87°41'06" east, 546.37 feet; thence south 00°00'00" west, 452.75 feet; thence north 89°54'57" east, 68.48 feet; thence south 00°05'03" east, 235.22 feet; thence south 89°56'11" west along the north line of said Lot 1 and the extension of said line east, 625.67 feet to the point of beginning and containing 9.89 acres (430,810 S.F.).

WHEREAS, the terms of this Agreement shall commence on the _____ day of _____, 2015, and terminate on the Termination Date as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Development Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Development Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the Office of the City Clerk, City Hall, Indianola, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement as of the ____ day of _____, 2015.

(SEAL)

INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

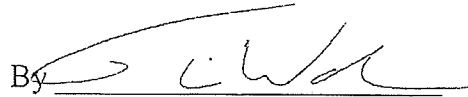
Diana Bowlin, City Clerk

STATE OF IOWA)
)
COUNTY OF WARREN)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of Indianola, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority and resolution of its City Council, and said Mayor of the City Council and City Clerk acknowledged said instrument to be the free act and deed of said City by it voluntarily executed.

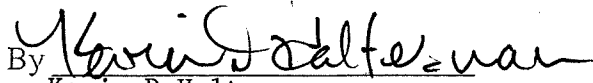
Notary Public in and for the State of Iowa

SHDC, LLC

By 

Tim Walpole, as
Managing Member of Three
Sixty Group, LLC, the
Managing Member of
SHDC, LLC.

ATTEST:

By 

Kevin D Halterman, as
Managing Member of KDG
Investments, LLC.

STATE OF IOWA)
) ss.
COUNTY OF Warren)

On this 29th day of May, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Tim Walpole and Denis Frischmeyer, to me personally known, who being duly sworn, did say that Tim Walpole is the Managing Member of Three Sixty Group, LLC, the Managing Member of SHDC, LLC and Denis Frischmeyer, is the Managing Member of KDG Investments, LLC, part owner of SHDC, LLC, and that said instrument was signed on behalf of said limited liability companies; and that the said Tim Walpole and Denis Frischmeyer, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability companies, by them voluntarily executed.



McKINLEY R. STEIG
Commission Number
783128
My Commission Expires
3-14-17


Notary Public in and for the State of Iowa

May 29, 2015

City of Indianola
Indianola, Iowa

Re: Development Agreement between the City of Indianola, Iowa, ("City") and
SHDC, LLC ("Developer")

As counsel for SHDC, LLC (the "Entity" in this letter) in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Entity and the City of Indianola, Iowa (the "City") dated as of May 27, 2015 and referenced above, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The governing documents of the Entity;
- (b) Resolution of the Entity at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement (the term "Development Agreement" includes all Exhibits to "Development Agreement");

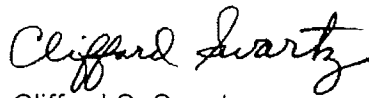
and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Entity has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is qualified to do business in the State of Iowa. The Entity has full power and authority to execute, deliver and perform in full the Development Agreement; and the Development Agreement has been duly and validly authorized, executed and delivered by the Entity and, assuming due authorization, execution and delivery by the other parties thereto, is in full force and effect and is valid and legally binding instrument of the Entity enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The consummation of the transaction contemplated by the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation of the Entity or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Entity is a party or by which it or its property is bound or subject.

Very truly yours,

A handwritten signature in black ink, reading "Clifford Swartz". The signature is written in a cursive, flowing style.

Clifford S. Swartz
Brick & Gentry, P.C.

EXHIBIT F
SCHEDULE OF ECONOMIC DEVELOPMENT GRANTS

Assessment Date	Developer's Certification Dates ⁴	Minimum Assessment of Assessed Valuation on the Development Property	Economic Development Grant Schedule	Grant Number
N/A	11-1-2015	N/A. See Note 1	12-01-2015 \$137,500 ¹	1
01-01-2016	4-1-2016 and 11-01-2016	N/A. See Note 2	05-01-2016 \$137,500 ² 12-01-2016 \$137,500 ²	2 3
01-01-2017	4-01-2017 and 11-1-2017	At least \$10,000,000. See Note 3	05-01-2017 \$137,500 ³ 12-01-2017 \$137,500 ³	4 5
01-01-2018	4-01-2018 and 11-1-2018	At least \$10,000,000. See Note 3	05-01-2018 \$137,500 ³ 12-01-2018 \$137,500 ³	6 7
01-01-2019	4-01-2019	At least \$10,000,000. See Note 3	05-01-2019 \$137,500 ³	8

¹ Note: The Grant on 12/1/2015 (Grant 1) is contingent on Substantial Completion of the Infrastructure Improvements (streets, water, sewer, etc.) described in Exhibit B-1 and shown in Exhibit B-2.

² Note: Grants 2 (5-1-16) and 3 (12-1-16) are both contingent on (1) City's issuance of the Certificate of Completion for Infrastructure Improvements (Plats 4 and 5), conveyance of same to the City and the City's acceptance, and the recording of the Final Plat for Summercrest Hills Plats 4 and 5; and (2) the issuance of building permits for a hotel, multi-family complex, and/or convenience store (or other new taxable properties) on Plat 4 and/or 5 of at least \$10,000,000 in building construction amounts.

³ Note: Grants 4-8 are each contingent on (1) City's issuance of the Certificate of Completion for the Infrastructure Improvements (Plats 4 and 5), conveyance of same to the City and the City's acceptance, and the recording of the Final Plat for Summercrest Hills Plats 4 and 5; and (2) the assessed valuation of a hotel, multi-family complex, and/or convenience store (or other new taxable properties) on Plat 4 and/or Plat 5 of at least \$10,000,000 by 1-1-17 and continuing through at least the 1-1-2019 assessment year.

⁴ Developer's Certificate in the form of Exhibit G is required 30 days before each Grant Date.

EXHIBIT G
DEVELOPER CERTIFICATION
(due on November 1 and April 1 (See Exhibit F) as required under terms of Development Agreement)
(Section 6.7))

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

- (i) The Minimum Improvements were assessed on the most recent January 1, 20____, at a full assessment value of \$_____;
- (ii) All ad valorem taxes on the Development Property owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Developer Certification are proof of payment of said taxes; and
- (iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20____.

SHDC, L.L.C.

By _____
Tim Walpole, as Managing Member of
Three Sixty Group, LLC, the Managing
Member of SHDC, LLC

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared Tim Walpole, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Three Sixty Group, LLC, the Managing Member of SHDC, LLC, and that said instrument was signed on behalf of said corporation; and that the said Tim Walpole, as an authorized employee, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Attachments: Proof of payment of taxes on parcels owned by Developer within the Development Property

EXHIBIT H

INFRASTRUCTURE CERTIFICATE
(due by November 1, 2015)

I, _____, a licensed professional engineer, in and for the state of Iowa, do certify the following:

1. I have reviewed the attached receipts, invoices and other proofs of payment.
2. Such receipts, invoices and proofs of payment directly relate to the costs of the construction and installation of the following Infrastructure improvements within Plat 4 of Summercrest Hill Subdivision and/or for the construction of North 6th Street within the Development Property (Plat 4 and Plat 5 of Summercrest Hill Subdivision).

3. Such proof of payment totals the following:

Streets within Plat 4	\$ _____
Sewer within Plat 4	\$ _____
Sanitary within Plat 4	\$ _____
Water within Plat 4	\$ _____
Other (specific) within Plat 4	\$ _____
North 6 th Street	\$ _____
 TOTAL	 \$ _____

Print Name _____
Print Title and License No. _____

STATE OF IOWA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Iowa

Attachments: Receipts, Invoices and proof of payment

01108580-1\13538-145

Information

Subject

Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and SHDC, LLC

Information

After the public hearing council needs to consider the resolution adopting the Development Agreement (packet).
Roll call is in order.

Attachments

Resolution

June 1, 2015

The City Council of the City of Indianola in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at 6:00 o'clock P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Indianola and SHDC, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

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

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

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

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

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to the meeting to be held at _____ o'clock __.M. on the _____ day of _____, 2015, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

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

WHEREAS, by Resolution No. 11-94, adopted July 5, 1994, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Hillcrest Urban Renewal Plan (the "Plan") for the Hillcrest Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended several times, and is on file in the office of the Recorder of Warren County; and

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

WHEREAS, the City has received a proposal from SHDC, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Infrastructure Improvements (as defined in the Development Agreement) on certain real property located within the Hillcrest Urban Renewal Area and also to cause the development of commercial projects assessed at \$10,000,000 or more, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to nine (9) semi-annual payments of Economic Development Grants to Developer, the cumulative total for all such payments not to exceed the lesser of \$1,100,000 and which grants are contingent upon the terms and satisfaction of the conditions set forth in the Agreement; and

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

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.

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

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

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

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

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

PASSED AND APPROVED this 1st day of June, 2015.

Mayor

ATTEST:

City Clerk

Information

Subject

Second consideration of a request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential) P&Z approved unanimously April 14, 2015

Information

Council needs to hold the second consideration of a rezoning request from Bob Eivins, Blair & Marilyn Lawson and Don Borts. The original request from Bob Eivins was for the larger portion of land indicated on the aerial vicinity map enclosed. After reviewing the area, Community Development Director Chuck Burgin contacted additional adjacent property owners and inquired if they would want to have their property be rezoned as well. All three contacted agreed to do so. What started as a request to rezone 7.75 acres has increased to four separate properties totaling 11.65 acres. If approved R-3 zoning would border on the west and north, C-2 to the south and A-1 to the east.

After reviewing the Future Land Use Map of the 2011 Comprehensive Plan, this area has been identified as low density residential. With R-3 zoning defined as medium to high density, Chuck contacted Robert Eivins and recommended, and he has agreed, placing conditions on his rezoning request. Several years ago the state legislator modified the law allowing cities to place conditions on land when new zoning classifications are considered. The conditions as listed below, have been agree upon by the owner, Mr. Eivins, and are also listed in the ordinance:

- Will limit residential development to one and two family only
- Construction with a maximum height of two stories

Chuck recommended and P&Z unanimously approved the request subject to the conditions remaining in place.

Simple motion for the second consideration is in order.

Attachments

[PZ Memo](#)

[PZ Minutes](#)

[Rezoning Map](#)

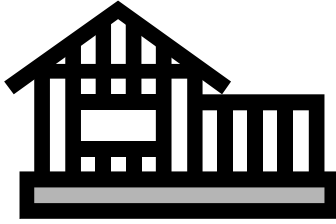
[Eivins Request](#)

[Borts Request](#)

[Lawson Request](#)

[Lawson Request 2](#)

[Ordinance](#)



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: April 14, 2015 Meeting

Item #4 Consider request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation.

Enclosed is a map indicating the entire 167.11 acres area requested to be annexed. The light red area indicates specific written requests for annexation and the orange area indicates additional land to be included utilizing the 80/20 rule. The original request started with the Eivins and Williams property. After contacting additional property owners within the area (Trueblood and Eyberg) both have chosen to have the remaining portions of their properties annexed as well. As for the Paulette Glascock request, a very small portion of her land sits outside the quarter section line (.09 acres). She has agreed to include this portion in order to prevent creating an island. I have enclosed Section 367.8 of the Code of Iowa which allows an additional 20% of land to be included without the consent of the owner. This rule exists to eliminate islands and to create more uniform boundaries. I am recommending we used the 80/20 rule for the 4.53 acres of the Jones property to create a more uniform boundary. The location of this property is a good example of why the rule exists. In this case we would be annexing an additional 4.53 acres or less than 2.8% of the total area. In the last four annexations, the City has used the 80/20 rule for both reasons (uniform boundaries and no islands).

I have included The Growth Areas Plan Map from the 2011 Comprehensive Plan. As you can see from the map, this area is shown as a portion of A-2, which is indicated as a high priority within the plan. The growth areas plan map has been a helpful tool not only to the city and developers, but to any individuals looking to purchase land near our city limits

Previous annexations required all land brought into the city limits be zoned A-1. This was changed after we annexed the three car dealerships north of town. The change reads as follows:

Chapter 165.11 (6) states "New Areas Annexed to City. All territory which may hereafter become a part of the incorporated area of the City shall be reviewed by the Planning and Zoning Commission prior to annexation for the most appropriate use. The proposed zoning classification may be determined by reviewing the existing land uses of the land provided such uses are listed as a permitted principal use within the zoning ordinance. The future land use map

within the current comprehensive plan should be used for land that is undeveloped as well as the availability of public water and sanitary sewer services. The Commission may recommend the appropriate zoning district classification prior to such territory becoming a part of the City and upon the holding of a public hearing and approval of the Council, the territory, upon becoming part of the City, may be immediately classified.”

Enclosed is a zoning map of the area considered for annexation. I have discussed the zoning classifications with both Williams and Eivins and they have requested the existing R-3 zoning to the east be extended into the new annexed area. The Comprehensive Plan indicates the Eyberg property as M-2 (General Industrial) and she has requested that designation. The Glascock, Trueblood and Jones properties should be designated A-1 (Agriculture).

This is the first of many steps needed to be completed prior to final approval by the Development Board for the State of Iowa. I have enclosed a schedule of the additional steps that need to be taken. The total process is approximately 6 to 9 months before final certification is completed. Letters notifying those who have requested annexation as well as adjacent property owners of the April 14th P & Z meeting have been sent. I recommend approval of the annexation utilizing the 80 /20 rule to include the Gregory Jones 4.53 acres and the recommended zoning classifications.

Item #5 Consider request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential).

The original request from Bob Eivins was for the larger portion of land indicated on the aerial vicinity map enclosed. After reviewing the area, I contacted additional adjacent property owners and inquired if they would want to have their property be rezoned as well. All three contacted agreed to do so. What started as a request to rezone 7.75 acres has increased to four separate properties totaling 11.65 acres. If approved R-3 zoning would border on the west and north, C-2 to the south and A-1 to the east.

After reviewing the Future Land Use Map of the 2011 Comprehensive Plan, this area has been identified as low density residential. With R-3 zoning defined as medium to high density, I contacted Robert Eivins and recommended, and he has agreed, placing conditions on his rezoning request. Several years ago the state legislator modified the law allowing cities to place conditions on land when new zoning classifications are considered. The conditions must be in writing and agreeable with the owner prior to the Council public hearing. The conditions Mr. Eivins has agreed to will limit residential development to one and two family only and construction with a maximum height of two stories.

I recommend approval of the request, subject to the conditions remaining in place.

Item #6 Consider preliminary plat of Summercrest Hills Plat 5.

Enclosed is a copy of the preliminary plat that was approved in 2013, and the new preliminary plat under consideration. Because there has been a change in a street extension, additional lots and orientation, I am recommending additional approval of the preliminary plat be required.

The preliminary plat gives the Commission the ability to review the entire future street, utility and lot layout of the remainder of the land within Summercrest Hills. The extension of North 7th Street to the future extension of Hoover Street is a good change and one I had recommended in the previously approved plat. Additional right-of-way to the north will be needed prior to Hoover's extension to the east. I have previously discussed this issue with the owner, Nick Nichols, and showed interest in development of the area. All other areas not within the boundary lines indicated are the previously approved Summercrest Hills Plats 1, 2, and 3.

The preliminary plat is indicating a total of 86 lots on 116.4 acres. The zoning of lots 1 thru 10 and lots 24 thru 28 is C-2 (Highway Commercial). The remainder of the area is R-3 (Mixed Residential). I have enclosed a zoning map of the area. You can see some additional rezoning between the commercial and proposed residential areas will have to be modified sometime in the near future. Listed below are the changes and or clarifications needed prior to action by the City Council.

1. Include street names. The E/W road off the extension of North 8th Street should be East Trail Ridge Drive. The far east N/S street as North 8th Court. The existing 8th Street will stop at the intersection of 7th and the remainder of the street heading to the north boundary limits should be identified as North 7th Street.
2. Note should be placed on plat requiring rezoning application prior to any further platting requests after Plat 5.
3. Many additional lots have been added to the new preliminary plat, the majority being residential. The concerns I have with lot 1 (along Hwy. 65-69) will be addressed on item #8 of this agenda.
4. Indicate proposed street grades.
5. Identify the use of Outlot X.
6. Storm water review to be completed and approved by the City of Indianola's consulting engineer. Construction documents for sanitary sewer, storm sewer, water main and paving improvements are subject to department head approval.

Overall I see improvements made from the 2013 plat, particularly in traffic flow and full land development. Notifications to adjoining property owners have been mailed and both City and IMU department head review has been completed. I recommend approval of the plat subject to the items listed above being corrected prior to City Council action.

Item #7 Consider final plat of Summercrest Hills Plat 5.

I have enclosed a copy of plat 5 and a vicinity map of the area to be platted. The plat consists of 7 lots situated on 9.89 acres and shows an extension of East Scenic Valley Avenue of approximately 700'. The unidentified street to the west, North 7th Street, is paved. The site is zoned R-3 (Mixed Residential). Lots 1 thru 6 will most likely be used for townhomes and lot 7 is for the three story, 116 unit senior apartment complex, which is item #9 on this agenda. Listed below are changes and/or clarifications needed prior to City Council action.

1. Accurate references to known or permanent monuments, giving the bearing and distance from some corner of a congressional division of the county.
2. Identify North 7th Street on the plat.
3. Building setback line of 20' on the west side of lot 1 is accurate provided the proposed building improvement fronts Scenic Valley. The setback line should be changed to 25' or a note on plat indicating new improvements on lot 1 must front on East Scenic Valley Avenue.
4. Indicate location of public sidewalks.
5. Developer to coordinate street lighting with IMU and Mid American Energy.

The list above indicates requirements to be listed on the plat. Section 170.11 of Indianola's subdivision ordinance limits the distance of dead-end streets to 500' in length. In this particular situation, the extension of Scenic Valley Avenue as proposed will exceed 700'. I am confident the street will be extended to North 7th Street in the near future, making the street compliant with the ordinance. However in the mean time, Planning and Zoning Commission needs to recommend to the Council to grant a variance to the street design standard. Variances to the design standards are not all that uncommon. In this particular situation, I would recommend the developer place a temporary vehicle turnaround at the end of the dead-end street such as a gravel cul-de-sac or hammer head for the use of large truck traffic such as emergency vehicles, snow plows and garbage pick-up. This is a much safer option than backing these types of vehicles for long distances.

Notification to adjacent property owners has been mailed and department head reviews are complete. I recommend approval with the recommended changes being made prior to City Council action.

Item #8 Consider re-approval of final plat of Summercrest Hills Plat 4.

The original final plat of Summercrest Hills 4 was approved by Planning and Zoning and City Council in February 2014. Enclosed is the 2014 and the new 2015 plat. The only change being proposed is the addition of a building lot identified as lot 7 on the new plat. This area was originally an outlot, approved with plat 1, being used as a storm water detention basin for the Thiesen's store. The developer intends to relocate the detention basin to the east side of lot 7 (Outlot X).

The proposed change is a good one for a couple of reasons.

1. The change adds an additional building lot to the area.
2. The change relocates an unsightly detention basin off the highway and to the rear of the development.

Because access to lot 7 from Highway 65-69 is limited, an ingress/egress easement has been provided between lots 5 and 6.

I recommend approval of the plat subject to indicating public sidewalks.

Item #9 Consider request from Calamar Enterprises to construct a three story, 116 unit, senior residential apartment complex on a site in excess of one acre.

Enclosed is the Development Application, a site plan of the area, a letter from Blue Forrest explaining the project summary and an aerial vicinity map of the proposed site. The site is indicated as lot 7 of the Final Plat of Summercrest Hills 5, (Item 7 on the agenda).

Most of you will recall the City has recently amended the zoning ordinance requiring both the Planning and Zoning Commission action and Council approval prior to development of residential projects on lots that exceed one acre. The intent of the change was to give property owners within 200' of the area under consideration an opportunity to voice their opinions regarding the project, similar to rezoning. All other requirements of the Site Plan Ordinance have been met as well as the zoning requirements for setback and densities. As for the request, adequate water, sewer and street design has been addressed during the overall planning of this subdivision.

Because the project is identified as senior housing, the owner is seeking a reduction in off-street parking requirements. A hearing has been scheduled for Board of Adjustment action later this month.

Notifications to all property owners within 200' of the proposal have been mailed. I recommend approval of the request.

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
APRIL 14, 2015
6:00 P.M.

The meeting was called to order by Chairperson Doug Opie and on roll call the following members were present:

Joe Butler
Tiffany Coleman
Mary Donaghy
Al Farris
Joe Gezel

Doug Opie
Bob Ormsby
Josh Rabe
Misty Soldwisch

Also present: Ryan Robertshaw, Tim Locher, Chuck and Mary Night, Eric Cannon, Jeremy Shepherd, Randy Edwards, James O'Meara, Blair and Marilyn Lawson, Chris Schupp, Mindi Robinson and Chuck Burgin.

The minutes of the February 10, 2015 meeting were approved on a motion made by Donaghy and seconded by Butler. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Chairperson Opie informed the Commission the order of the agenda has been changed due meeting conflicts with presenters.

Consider preliminary plat of Summercrest Hills Plat 5.

Chuck summarized the reason for reviewing the preliminary plat of Summercrest Hills from its original approval in 2013 is because there has been a change in a street extension, additional lots and orientation. He further explained the future extension of Hoover Street is a good change and the additional right-of-way to the north will be needed prior to the Hoover extension to the east. Overall improvements made from the 2013 plat include traffic flow and full land development.

Eric Cannon of Snyder and Associates addressed the Commission. Commission discussed the detention basin within Outlot X and the zoning of the area. Farris stated his concern for the lack of parks in the area.

Cindy Johnson entered the meeting.

Farris questioned the use of a cul-de-sac within a cul-de-sac.

Butler stated he would be abstaining from agenda items 6, 7 and 8.

A motion was made by Farris and seconded by Rabe to approve the preliminary plat of Summercrest Hills Plat 5 with the recommendations made by staff. Question was called for and on voice vote Chairperson Opie declared the motion carried, Butler abstained.

Consider final plat of Summercrest Hills Plat 5.

Chuck reviewed the final plat request stating the area consists of seven lots on 9.89 acres and shows an extension of East Scenic Valley Avenue of approximately 700'. Lots one through six will most likely be townhomes while lot seven will be a three story, 116 unit senior apartment complex.

Commission discussed the dead end street of East Scenic Valley Avenue. Chuck stated Section 170.11 of Indianola's subdivision ordinance limits the distance of dead-end street to 500' in length. The street will continue in the future therefore Commission should recommend to Council to grant a variance to the street design standard which will allow for a gravel cul-de-sac for large truck traffic turnaround.

Motion was made by Rabe and seconded by Coleman to approve the final plat of Summercrest Hills Plat 5 with the recommendations made by staff, including the recommendation of a variance to the street design standard allowing a dead end at East Scenic Valley Avenue with a temporary turnaround. Question was called for and on voice vote Chairperson Opie declared the motion carried, Butler abstained.

Consider re-approval of final plat of Summercrest Hills Plat 4.

Chuck stated the original final plat of Summercrest Hills 4 was approved by Planning and Zoning and City Council in February 2014. The new 2015 final plat includes a proposed addition of a buildable lot identified as lot 7. The area was originally an outlot, approved with plat 1, being used as a storm water detention basin for Theisen's and surrounding area. The developer intends to relocate the detention basin to the east side of lot 7 (Outlot X). Chuck further stated the change relocates an unsightly detention basin off the highway to the rear of the development.

Commission discussed the detention basin requirements including how much water it can hold. Commission also discussed the timeframe for development of the area. Chuck informed the Commission that he expected infrastructure to begin this year, including sewer, water and roads.

Motion was made by Ormsby and seconded by Donaghy to approve the final plat of Summercrest Hills Plat 4, subject to indicating public sidewalks on the plat. Question was called for and on voice vote Chairperson Opie declared the motion carried, Butler abstained.

Consider request from Calamar Enterprises to construct a three story, 116 unit, senior residential apartment complex on a site in excess of one acre.

Chuck summarized the new zoning ordinance requiring both the Commission and Council approval prior to development of residential projects on lots exceeding one acre. Chuck informed the Commission the Board of Adjustment would be hearing a variance request from Calamar Enterprises regarding a reduction in off-street parking requirements, which is allowed because the project is identified as senior housing.

Tim Locher of Blue Forrest Group spoke on behalf of Calamar Enterprises stating the average age of residents in the company's other complexes is 72 years old.

Orsmby questioned the requirements of a buffer park for a development such as this. Chuck stated buffer parks are required for adjacent parking lots if single family dwellings are developed to the east. However, if multifamily units are constructed, including duplexes, a buffer will not be required.

Butler questioned whether the Commission could apply a stipulation that the complex remain a senior residential complex. Chuck stated he would consult with the city attorney to seek an answer. However, the Board of Adjustment can stipulate if their variance was granted on the basis of senior housing.

Motion was made by Farris and seconded by Donaghy to approve the request from Calamar Enterprises to construct a three story, 116 unit, senior residential apartment complex on a site in excess of one acre. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Consider request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation.

Chuck informed the Commission a request from Steve and Barbara Williams and Bob Eivins for a voluntary annexation started the process of annexing this area within the city limits. To create a more uniform boundary and prevent islands, Chuck approached Dr. Trueblood, Robin Eyberg and Polly Glascock to confirm their interest in annexing their land too. All parties agreed. However, Gregory Jones has chosen not to annex his 4.53 acres voluntary. Because of this, Chuck recommends the City use the 80/20 rule from Section 367.8 of the Iowa Code. This rule exists to eliminate islands and create more uniform boundaries.

Chuck continued to explain previous annexations required all land brought into city limits be zoned A-1 agriculture. This was changed after the city annexed land north of town where the car dealerships are located. Zoning classifications have been discussed with all participating land owners. Williams and Eivins request R-3 (mixed residential) zoning, while Eyberg requests a change to M-2 (general industrial) zoning. The Glascock, Trueblood and Jones properties will continue their current A-1 (agriculture) zoning classification.

Commission discussed the 80/20 rule and how that affects taxes for the Jones property. Chris Shupe of 10945 146th Lane questioned the zoning of the Jones property, as a business is currently established there. Chuck stated the Jones property will be zoned agriculture and therefore will be considered existing nonconforming. However, if Mr. Jones wishes to make any improvements to his structure, his zoning classification will need to change and he will be required to follow Indianola zoning.

Shupe also questioned street name changes, street maintenance and zoning to the north of Jersey Street. Chuck informed Mr. Shupe that the road within the city limits would become Iowa Avenue, the City and County would form an agreement as to which

would perform maintenance and the land to the north of Iowa Avenue/Jersey Street (Trueblood property) would continue with an agriculture zoning classification.

Motion was made by Ormsby and seconded by Butler to approve the request from Bob Eivins, Steve and Barbara Williams, Trueblood family, Robin Eyberg, Polly Glascock and City of Indianola for voluntary annexation, with staff recommendations on each zoning classification included. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Consider request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential).

Chuck stated the original request from Bob Eivins was for the larger portion of land, addressed as 2102 East 2nd Avenue. Chuck then contacted the adjacent property owners to inquire if they would be interested in having their property rezoned as well. All three property owners agreed to do so. The four properties requesting rezoning total 11.65 acres. The Future Land Use Map of the 2011 Comprehensive Plan identifies this area as low density residential. With R-3 zoning defined as medium to high density, Mr. Eivins agreed to place a condition on his rezoning request to limit residential development to one and two family only and construction with a maximum height of two stories.

Commission discussed the need to change the Comprehensive Plan. Chuck informed them that with the conditional use, the Future Land Use map of the Comprehensive Plan would not need changed.

Jim O'Meara of 2105 East 1st Avenue voiced his concerns regarding multifamily units in the area.

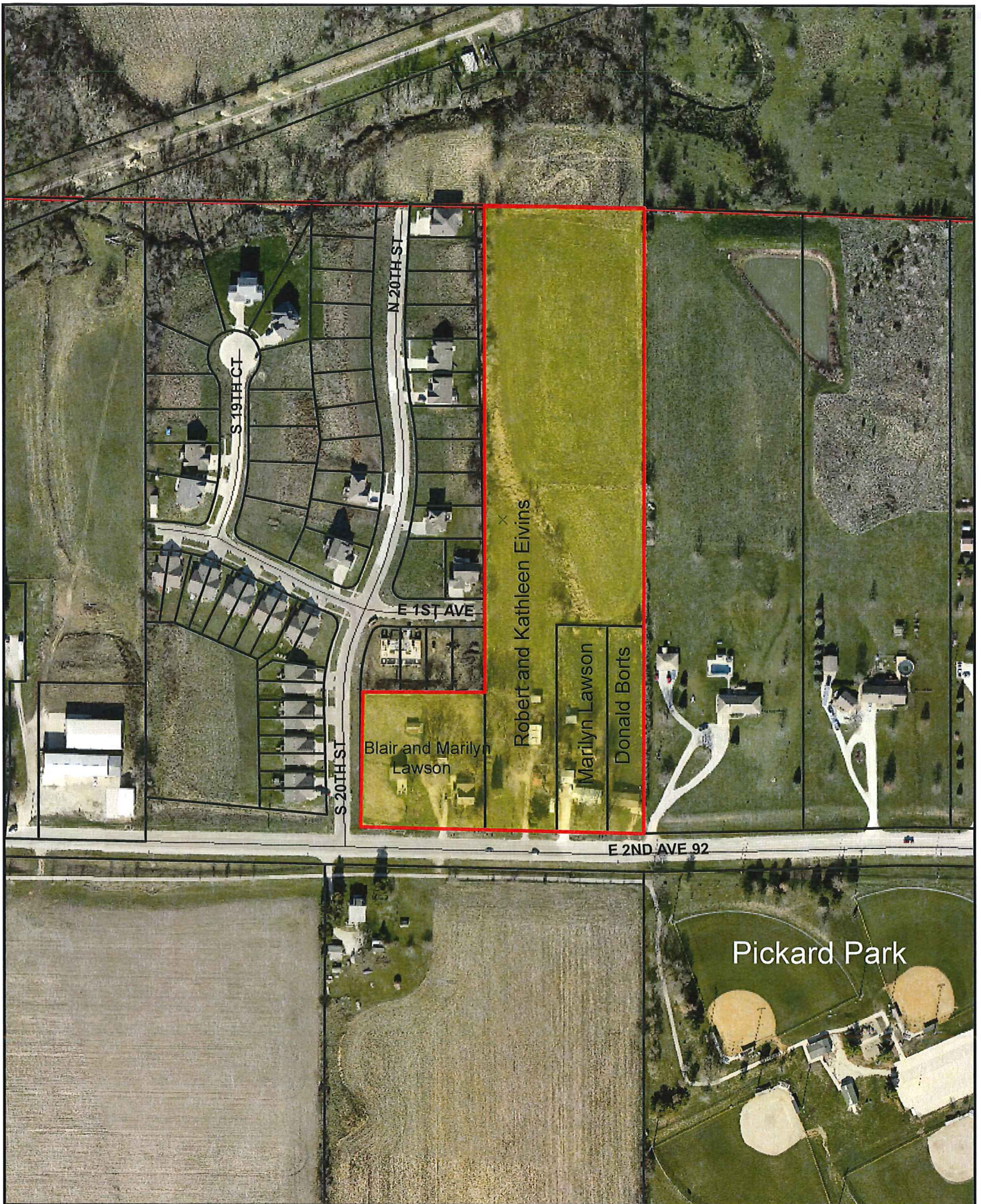
Butler questioned whether the Lawson's and Mr. Borts would be interested in placing a condition on their property as well. Mr. Lawson stated he was not interested in the conditional use.

Motion was made by Ormsby and seconded by Farris to approve the request for Bob Eivins, Blair and Marilyn Lawson and Don Borts to rezone property locally known as 2100, 2102, 2104 and 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential), with the conditions listed on the Eivins property. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Meeting adjourned on a motion by Coleman and seconded by Donaghy.

Doug Opie, Chairperson

Mindi Robinson



Rezoning request along Hwy. 92 East
from A-1 (agriculture) to R-3 (mixed residential)

COMMUNITY DEVELOPMENT

APR 09 2015

INDIANOLA, IOWA

April 3, 2015

Mr. Mayor, City Council of Indianola
City Hall
110 North 1st Street
Indianola, Iowa 50125

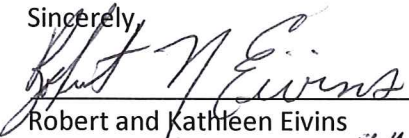
RE: Request for Rezoning, Parcel 48870290486

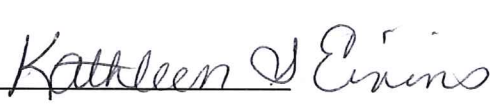
Regarding our request to rezone the property legally described the east ¼ of the southeast ¼ of the northwest 1/4, except the east 184.5' of the south 472' of Section 29, Township 76, Range 23, West of the 5th P.M., Warren County, Indianola, Iowa and locally known as 2102 East 2nd Avenue, Indianola, Iowa, from A-1 (agriculture) to R-3 (mixed residential). I'd like to place the following conditions on the rezoning request.

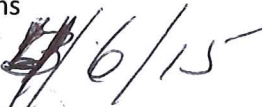
1. Residential development shall be limited to single family and two family dwelling units.
2. Residential development shall be limited to a maximum of two stories in height.

Thank you for considering this request.

Sincerely,


Robert and Kathleen Eivins


Kathleen Eivins


4/6/15

March 30, 2015

Mr. Chuck Burgin, Director of Community Development
City Hall
110 North 1st Street
Indianola, Iowa 50125

RE: Request for Rezoning, Parcel # 48870290490

I am requesting to rezone my property at 2106 East 2nd Avenue from A-1 (Agriculture) to R-3 (Mixed Residential) in conjunction with the Bob Eivens rezoning request.

Legally described as the east 80.3' of the south 472' of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 29, Township 76, Range 23, West of the 5th P.M., Warren County, Indianola, Iowa.

Thank you for considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald Borts", is written over a horizontal line.

Donald Borts

COMMUNITY DEVELOPMENT

MAR 31 2015

INDIANOLA, IOWA

MARCH 30, 2015

Memo to: Chuck Burgin
City Of Indianola

From: Blair & Marilyn Lawson
2100 E. 2nd Ave.
Indianola, IA 50125

We wish to be included in the zoning change along the north side of Highway 92 in our area. It is proposed to change the zoning from A1 to R3 and will include the home and lot at 2100 E. 2nd owned jointly by ourselves, Blair and Marilyn Lawson and the house and lot at 2104 E. 2nd Ave., owned singly by Marilyn Lawson. We understand this change will not affect our property taxes.

Marilyn Lawson
Blair Lawson

COMMUNITY DEVELOPMENT

MAR 31 2015

INDIANOLA, IOWA

MARCH 30, 2015

Memo to: Chuck Burgin
City Of Indianola

From: Blair & Marilyn Lawson
2100 E. 2nd Ave.
Indianola, IA 50125

We wish to be included in the zoning change along the north side of Highway 92 in our area. It is proposed to change the zoning from A1 to R3 and will include the home and lot at 2100 E. 2nd owned jointly by ourselves, Blair and Marilyn Lawson and the house and lot at 2104 E. 2nd Ave., owned singly by Marilyn Lawson. We understand this change will not affect our property taxes.

Marilyn Lawson
Blair Lawson

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, BY REZONING LAND OWNED BY BLAIR AND MARILYN LAWSON, ROBERT AND KATHLEEN EIVINS, AND DONALD BORTS, TO CHANGE THE ZONING CLASSIFICATION FROM AGRICULTURAL (A-1) TO MIXED RESIDENTIAL (R-3)

WHEREAS, the Planning and Zoning Commission, after notice and a hearing in accordance with law, have recommended to the City Council that the below described property located along Highway 92 be considered for rezoning from Agricultural (A-1) to Mixed Residential (R-3) Zoning Classification; and

WHEREAS, on the 18th day of May 2015, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by rezoning the following described property from Agricultural (A-1) to Mixed Residential (R-3), with conditions as listed below:

The west 259' of the east 594' of the south 320' of the southeast ¼ of the northwest ¼ of Section 29, Township 76, Range 23, West of the 5th P.M., Warren County, Indianola, Iowa;
Locally known as 2100 East 2nd Avenue, Indianola, Iowa;

AND

The east ¼ of the southeast ¼ of the northwest ¼, except the east 184.5' of the south 472' of Section 29, Township 76, Range 23, West of the 5th P.M., Warren County, Indianola, Iowa;
Locally known as 2102 East 2nd Avenue, Indianola, Iowa
Conditions or Restrictions Imposed: use shall be restricted to (a) 1 or 2 family dwellings; and (b) maximum height shall be 2 stories;

AND

The west 104.2' of the east 184.5' of the south 472' of the southeast ¼ of the northwest ¼ of Section 29, Township 76, Range 23, West of the 5th P.M., Warren County, Indianola, Iowa;
Locally known as 2104 East 2nd Avenue, Indianola, Iowa;

AND

**The east 80.3' of the south 472' of the southeast ¼ of the northwest ¼ of Section 29,
Township 76, Range 23, West of the 5th P.M., Warren County, Indianola, Iowa;
Locally known as 2106 East 2nd Avenue, Indianola, Iowa.**

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

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

PASSED AND APPROVED this 18th day of May, 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____