



CITY OF INDIANOLA COUNCIL MEETING

December 2, 2024

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**
- 5. Consent Agenda**
 - A. Approval of Agenda
 - B. Approval of Minutes of the prior meetings
 - C. Second consideration of an ordinance amending Chapter 106, Collection of Solid Waste.
 - D. Resolution approving final payment, retainage release, Change Order Number 2, and final acceptance of the Franklin Avenue Sanitary Sewer Improvements Project
 - E. Resolution determining Police Department property to be surplus and authorizing sale of property.
 - F. Resolution approving a Plat of Survey for Michael Leeper for property addressed as 1313, 1307 and 1305 South L Court.
 - G. Resolution approving Final Plat for Emerald Bay Plat 1.
 - H. Resolution authorizing a contract for city manager recruitment.
 - I. Consideration of the approval of a Home Base Iowa Initiative Application from Jordan Osier and authorization of a handwritten warrant in the amount of \$1500.00.
 - J. Resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.
 - K. Approval of Urban Revitalization Designations
 - L. Approval of 2025 maximum refuse hauling rates.
 - M. Approval of Claims
 - N. Resolution approving salaries.
- 6. Council Reports**

- A. Receive and file the October 2024 EMS Billing Activity Report.
- B. Council Committee Updates
 - 1. CIRTPA
 - 2. Discussion regarding membership in the Greater Des Moines Convention and Visitors Bureau.

7. Mayor's Report

8. Public Consideration

- A. Old Business
 - 1. Hillcrest/Downtown Unified Urban Renewal Plan
 - a. Public hearing on the proposed Amendment Number 8 to the Hillcrest/Downtown Unified 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 health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan.
 - c. Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan.
 - 2. Kentucky Ridge/North 6th Street Urban Renewal Plan
 - a. Public hearing regarding the proposed Kentucky Ridge/North 6th Street Urban Renewal Plan in the City of Indianola, State of Iowa.
 - b. Resolution determining an area of the City to be a blighted area and 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 the Kentucky Ridge/North 6th Street Urban Renewal Plan.
 - c. Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan.
 - 3. Inception Group, LLC
 - a. Public hearing on the proposal to enter into a Development Agreement with Inception Group, LLC.
 - b. Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Inception Group, LLC.

4. Summercrest Hills Urban Renewal Plan
 - a. Public hearing regarding the proposed Summercrest Hills 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 health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Summercrest Hills Urban Renewal Plan.
 - c. Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.
5. IDG 3, LLC
 - a. Public hearing on the proposal to enter into a Development Agreement with IDG 3, LLC (replacing Invigorate Development Group, LLC).
 - b. Determination of the rental rate to insert into the Development Agreement.
 - c. Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and IDG 3, LLC (replacing Invigorate Development Group, LLC).
6. Transfer of Real Property
 - a. Public hearing regarding the transfer of real property.
 - b. Resolution making final determination on transfer of interest in real property to Warren County, Iowa.

B. New Business

1. Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed The Village Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.
2. Resolution approving Preliminary Plat for Pickard Commerce Park Plat 1.

9. Other Business

- A. City Manager's Report - Ben Reeves
- B. Mid-year staffing discussion and direction.

10. Adjourn



MEMORANDUM

To: Mayor and City Council
From:
Date: December 2, 2024
Subject: Approval of Minutes of the prior meetings

Recommendation: Simple motion is in order.

Attachments: 1. 20241118 CC Minutes



CITY OF INDIANOLA COUNCIL MEETING

November 18, 2024

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Minutes

Call to Order

The Indianola City Council met in regular session at 6:00 PM on November 18, 2024 in the City Hall Council Chambers. Mayor Stephanie Erickson called the meeting to order and on roll call the following members were present: Steve Richardson, Josh Rabe, Ron Dalby, Mellisa Sones. Absent: Christina Beach and Steve Armstrong.

Public Comment

No public comments were offered.

Consent Agenda

Council Member Richardson requested approval of claims be removed from the consent agenda. Rabe moved to approve the consent agenda and Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Minutes of the November 4 and November 6, 2024 meetings.
- Resolution 2024-244 fixing date (December 2, 2024) for a public hearing on the proposal to enter into a Development Agreement with Invigorate Development Group, LLC.
- Resolution 2024-245 fixing date (December 2, 2024) for a public hearing on the proposal to enter into a Development Agreement with Inception Group, LLC.
- Approval of Payment Application Number 4 in the amount of \$165,764.22 to Absolute Group for the West Clinton Avenue Culvert Project.
- Approval of Payment Application Number 13 in the amount of \$561,634.42 to Vanderpool Construction for the East Hillcrest Reconstruction Project.
- Consideration of the approval of a new liquor license for Sticks and Balls, LLC.
- Third consideration and adoption of an ordinance amending the municipal code of the City of Indianola, Iowa for change of zoning district boundaries from the R-2, single family residential attached Zoning district and C-3, downtown mixed-use zoning district to the C-3, downtown mixed-use zoning district.

- Resolution 2024-246 approving Payment Application Number 5, in the amount of \$402,906.82, to Vanderpool Construction and Change Order Number 4, in the amount of \$91,457.69, for the South K Street Paving Project.
- Resolution 2024-247 approving a parking lot lease agreement.
- Resolution 2024-248 approving the FY24 Street Finance Report.
- Resolution 2024-249 accepting a water main utility easement in Summercrest Plat 2.
- Resolution 2024-250 approving a health insurance premium holiday.
- Resolution 2024-251 approving the final plat for Quail Meadows Plat 5.
- Resolution 2024-252 accepting a separation agreement and general release.
- Resolution 2024-253 approving an employee agreement.
- Resolution 2024-254 Authorizing the Mayor to execute the certification of compliance and GAX Form 1 from the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract
- Resolution 2024-255 approving salaries.

Council Member Richardson moved to strike the reimbursement to Steve Richardson from the claims and approve the remaining claims. The motion was seconded by Rabe. On roll call, the vote was AYES: Sones, Dalby, Rabe, Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Reports

Robert Endriss from Denman and Company spoke to the Council regarding the Fiscal Year 24 audit.

Rabe moved to receive and file the FY24 Audit Report and Dalby seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Richardson moved to receive and file the October 2024 Treasurer's Report and Rabe seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Mayor's Report

Mayor Erickson encouraged everyone to attend the Home for the Holidays event on November 23, 2024.

New Business

Afton Bradley Recreation Coordinator – Aquatics spoke to the Council about the proposed changes. Council Member Sones moved to approve Resolution 2024-256 amending the fee schedule for Parks and Recreation and Pool fees. Council Member Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones. NAYS: None.

Council Member Dalby moved to approve the first consideration of an ordinance amending Chapter 106, Collection of Solid Waste. Rabe seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones. NAYS: None.

Other Business

City Manager Ben Reeves updated the Council on the Hillcrest project. Reeves asked for directions for a grand opening event or ceremony. Council directed staff to plan an event to celebrate the road opening.

Council directed staff to pursue proceed with MGT for the City Manager recruitment process.

City Council directed staff to pause accepting applications for the Deputy Librarian position. Council directed staff to hold on posting for the Assistant Engineer position. Council would like this to be added to the December 2, 2024 agenda.

Council Member Richardson moved to approve Resolution 2024-257 approving a contract with OPN Architects for the Library Building. Rabe seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones. NAYS: None.

Council discussed and decided to hold the second meeting of December on December 19, 2024.

The Council requested to hear the presentations from the study session before going into closed session.

The Indianola City Council met for a study session at 7:15 PM on November 18, 2024, in the City Council Chambers. Those present were Council Member Richardson, Rabe, Dalby, Sones, and Mayor Stephanie Erickson. Absent: Beach and Armstrong

Erica Roberts with Indianola Main Street presented to City Council regarding Indianola Main Street.

Amanda Zwanziger spoke regarding the Indianola Chamber of Commerce and Experience Indianola.

Council decided that they would discuss Catch Des Moines membership at the next meeting.

The Study Session was adjourned at 7:57 PM.

Council Member Rabe moved to enter into closed session at 7:58 PM in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Dalby seconded it. On roll call, the vote was Richardson, Rabe, Dalby, Sones. NAYS: None.

Richardson moved to exit the closed session at 8:10 PM and Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously. There was no action taken on items discussed in closed session.

Rabe moved to Enter into closed session at 8:10 PM in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Sones seconded it. On roll call, the vote as AYES: Richardson, Rabe, Dalby, Sones. NAYS: None.

Dalby moved to exit the closed session at 8:24 PM and Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones. NAYS: None. Whereas the Mayor declared the motion carried unanimously. There was no action taken on items discussed in closed session.

Adjourn

The meeting was adjourned at 8:24 PM on a motion by Richardson and seconded by Sones. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Second consideration of an ordinance amending Chapter 106, Collection of Solid Waste.

Introduction: Based on our agreement with Waste Management, recycling fees are adjusted annually based on the Consumer Price Index for Water, Sewer, and Trash. This year's adjustment is a 4.8% increase.

Background: Our current rate is \$6.10; \$5.35 is for bi-weekly recycling services and \$0.75 is for the fall and spring cleanup programs. An additional fee for the cleanup programs was introduced at the February 5, 2024, Council meeting, with the ordinance adopted on March 4, and taking effect on April 1, 2024.

Discussion: The fee for the bi-weekly recycling services will increase by 4.8%; the new fee for that service will be \$5.61.

The fee for the cleanup program is calculated based on the contract costs and the number of recycling residents. The fee will need to increase \$0.03; the new fee will be \$0.78.

	Spring	Fall & Spring Yard Waste	Fall Bulky Items	Landfill	Total
Cost	\$41,475.00	\$5,748.75	\$4,126.56	\$6,084	\$57,434.31
Total per month based on 6,155 customers	\$0.56	\$0.08	\$0.06	\$0.08	\$0.78
Increase	\$0.02	\$0.01	\$0.01	None	\$0.03

The total recycling fee billed to customers on a monthly basis will be \$6.41.

Budget Impact: The fees are used to pay for the services received and administrative costs.

Recommendation: Approval of the second consideration of the ordinance.
Roll call is in order.

Attachments: 1. Ord_Recycling 2025

City of Indianola
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 106, COLLECTION OF SOLID WASTE,
INDIANOLA CODE OF ORDINANCES TO INCREASE RECYCLING RATES

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

SECTION 1. Section 106.09, Recycling Program, is hereby amended in subsection 1 by deleting the stricken language and inserting the underlined language as follows:

1. Fee. The fee for recyclable collection and disposal service, used or available, is six dollars and -forty-one cents) (\$6.41) for each residential premises.

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

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

SECTION 4. WHEN EFFECTIVE. This Ordinance shall be in effect January 1, 2025.

PASSED and approved by the Indianola City Council this _____ day of _____ 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First Reading:
Second Reading:
Third Reading:
Published:



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 2, 2024
Subject: Resolution approving final payment, retainage release, Change Order Number 2, and final acceptance of the Franklin Avenue Sanitary Sewer Improvements Project

Introduction: This memorandum seeks City Council approval of Payment Application No. 4 for \$18,239.53, the release of retainage in the amount of \$15,409.50, and final acceptance of the Franklin Avenue Sanitary Sewer Improvements project. The agenda item also includes Change Order No. 2, which reduces the contract by \$1,590.

Background: The Franklin Avenue Sanitary Sewer Improvements project, spanning East Franklin Avenue from North 9th Street to approximately 290 feet west, replaced failed sanitary sewer infrastructure, incorporated stormwater improvements, restored concrete pavement, and upgraded sidewalk approach ramps.

The original contract amount was \$303,030, which increased to \$309,780 through prior change orders. Change Order No. 2 adjusts the final contract amount to \$308,190 by reconciling installed quantities, upsizing sewer laterals, and extending a storm intake. It also revises completion dates due to delays caused by other utility work.

Joe Frankl, project engineer with HR Green, has verified that the work was completed to specification and recommends final acceptance. Approval of this agenda item will finalize the project, activate warranties, establish a four-year maintenance period, and set the date for retainage release if no claims are filed.

Discussion: Payment Application No. 4 includes costs for topsoil, seeding, tree planting, traffic control, and other final project elements, totaling \$18,239.53. Change Order No. 2 reduced the contract by \$1,590, staying within the council-approved contingency and reflecting final adjustments for work completed.

Final acceptance signifies the successful completion of the project, activating warranties and ensuring proper maintenance moving forward. Retainage of \$15,409.50 will be released 30 days after approval, provided no claims are filed against the project.

Budget Impact: The final project cost of \$308,190 is within the council-approved budget, with Change Order No. 2 reducing the overall contract by \$1,590.

Recommendation: City Staff respectfully recommends that the City Council approve Payment Application No. 4 in the amount of \$18,239.53; approve the release of retainage totaling \$15,409.50, 30 days after final acceptance if no claims are filed; acknowledge Change Order No. 2, reducing the

contract by \$1,590, and approve final acceptance of the Franklin Avenue Sanitary Sewer Improvements project.

- Attachments:**
1. HR Green Letter, Pay App #4, and Change Order #2
 2. Resolution Franklin Sewer Project



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

November 18, 2024

Mr. Akhilesh Pal, P.E.
City of Indianola
P.O. Box 299
Indianola, IA 50125

Re: FRANKLIN AVENUE SANITARY SEWER IMPROVEMENTS
Change Order No. 2
Final Acceptance
Contractor's Application for Payment No. 4

Dear Akhilesh:

Attached is an electronic copy of Change Order #2, Final Acceptance, and Payment Application No. 4 from Vanderpool Construction Inc. for the Franklin Avenue Sanitary Sewer Improvements project.

Change Order (CO) #2 reconciles the final installed quantities to the bid quantities, includes cost to upsize the sanitary sewer laterals, and includes cost for extension of the SW-505 Intake at STA 0+35. Additionally, CO #2 revises the Substantial Completion and Final Completion dates based on the project delays caused by outside utility contractors.

The Statement of Final Completion and Owner's Acceptance of the Work (i.e. Final Acceptance) is issued per SUDAS Section 1090 paragraph 1.08, C - Acceptance and Final Payment, which confirms the work has been completed in substantial accordance with the contract documents. The Final Acceptance establishes the four (4) year maintenance period, sets the final contract amount, and sets the date at which retainage can be released.

Items included in Payment Application No. 4 include Topsoil, PCC Sampling/Testing, Detectable Warning, Traffic Control, Seeding, and Tree Planting. Payment Application No. 4 also includes CO #2 items such as quantity adjustments per final measurement, upsizing sanitary services, and intake extension. The total request for Payment Application No. 4 is \$18,239.53, or approximately 100% of the work completed minus retainage. We have reviewed and recommend full partial payment of Payment Application No. 4 as submitted by Vanderpool.

Retainage payment will be a future payment and eligible for release to the Contractor thirty (30) days after Final Acceptance as long as there are no claims against the project. If there are any claims on file at the end of the thirty (30) calendar day period, the Jurisdiction shall continue to retain a sum less than or equal to double the total amount of all claims on file from the unpaid funds and release and pay the remaining balance to the Contractor. As discussed at the most recent Progress Meeting, retainage for seeding (Item #31) will be held at double the contract amount until Spring of 2025 because the seeding work was completed outside of the allowable seeding window.

Please execute the change order, final acceptance and pay application and distribute copies to all parties. Don't hesitate to contact Jim or myself with any questions or concerns.



Sincerely,
HR Green, Inc.

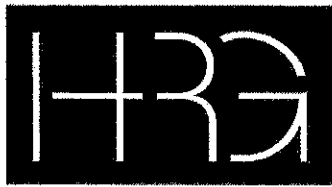
A handwritten signature in blue ink that reads 'Joseph Frankl'.

Joseph Frankl, P.E.
Project Manager

Cc: Jared Keenan, WRRF Superintendent
Jackie Raffety, City Clerk
Jim Mayne, HR Green
File

Enclosures

J:\2022\2202555\Construction\Payment\Pay_Estimates\4\ltr-111824-Franklin_Vanderpool_Pay_Request_CO_FinalAccept.docx



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

CO No. 2

Change Order

Distribution:			
Contractor	☒	Field	☒
Owner	☒	Other	☐
Engineer	☒	Other	☐

PROJECT: Franklin Avenue Sanitary Sewer Improvements City Of Indianola	Date Issued	November 18, 2024
	Project No.	2202555
To Contractor: Vanderpool Construction Inc. 1100 N. 14 th St Indianola, IA 50125	Contract Date	February 7, 2024
	Notice to Proceed Date	June 3, 2024

The contract is changed as summarized below.

Change Order No. 2 – Part A: Quantity Adjustments Reflected In Contract Quantities:

- A. Increase Item #20 Pavement, PCC, 7", Class C-SUD or M-SUD Mix quantity from 837 SY to 929.9 SY. Increase due to As-Constructed quantities.
\$5,945.60
- B. Decrease Item #21 Pavement, PCC, 7", Class M-SUD Mix quantity from 80 SY to 0 SY. Decrease due to As-Constructed quantities.
(\$5,840.00)
- C. Increase Item #23 Removal of Sidewalk, PCC quantity from 97 SY to 159.8 SY. Increase due to As-Constructed quantities.
\$2,260.80
- D. Increase Item #24 Removal of Driveway Apron quantity from 86 SY to 93.0 SY. Increase due to As-Constructed quantities.
\$273.60
- E. Increase Item #25 Sidewalk, PCC, 4" quantity from 97 SY to 159.8 SY. Increase due to As-Constructed quantities.
\$2,951.60
- F. Increase Item #27 Driveway Apron, Paved, PCC, 6" quantity from 86 SY to 97.4 SY. Increase due to As-Constructed quantities.
\$661.20
- G. Decrease Item #28 Temporary Granular Surfacing, PCC, 6" quantity from 80 SY to 0 SY. Decrease due to As-Constructed quantities.
(\$3,252.00)
- H. Increase Item #29 Pavement Removal, PCC quantity from 917 SY to 920 SY. Increase due to As-Constructed quantities.
\$21.00
- I. Decrease Item #33 Filter Sock, Installation, Maintenance, and Removal quantity from 600 LF to 0 LF. Decrease due to As-Constructed quantities.
(\$1,500.00)
- J. Decrease Item #34 Filter Sock, Inlet Protection Device, Drop-in Sediment Trap quantity from 1 EA to 0 EA. Decrease due to As-Constructed quantities.
(\$250.00)
- K. Decrease Item #35 Temporary Fence, 4', Orange Construction Fence quantity from 650 LF to 0 LF. Decrease due to As-Constructed quantities.

(\$2,405.00)

- L. Decrease Item #41 Temporary Pedestrian Residential Access quantity from 97 SY to 0 SY. Decrease due to As-Constructed quantities.

(\$4,850.00)

Part A Total Contract Quantity Adjustments: (\$5,983.20)

Change Order No. 2 – Part B: Upsize Sewer Services

Part 2 includes the items to Upsize Sanitary Sewer Service Extensions from 4" to 6" as defined in the attached summary and attachments. The net change by this item is an increase of \$ 3,823.20 and no change in Contract Time.

Part B Total Contract Quantity Adjustments: \$3,823.20

Change Order No. 2 – Part C: Intake Extension

Part C includes the necessary extension to intake SW-505 Sta. 0+35 as defined in the attached summary and attachments. The net change by this item is an increase of \$ 570.00 and no change in Contract Time.

Part C Total Contract Quantity Adjustments: \$570.00

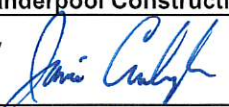
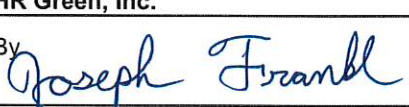
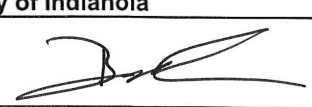
Total Adjustment to Contract Price per Change Order No. 2: (\$1,590.00)

Change Order No. 2 – Part D: Adjustment to Contract Dates

This Change Order Part D extends the Substantial Completion and Final Completion Dates to September 27 and October 25, 2024, respectively due to additional work caused by outside utility contractors disruption to the project site.

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$303,030.00	Sept. 6, 2024	Sept.27,2024
Net Change by previously-authorized Change Order(s)	\$6,750.00	N/A	N/A
The Contractual limit prior to this Change Order	\$309,780.00	Sept. 6, 2024	Sept.27,2024
The Contract will be adjusted by this Change Order in the amount	(\$1,590.00)	21 days	28 days
The new Contractual limit including this Change Order will be	\$308,190.00	9/27/2024	10/25/2024

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER

Contractor Vanderpool Construction, Inc.	Owner's Representative HR Green, Inc.	Owner City of Indianola
By 	By 	By 
Date: 11/18/2024	Date: 11/18/2024	Date: 11/22/2024



CHANGE ORDER

1100 N 14th Street
INDIANOLA, IA 50125-1506
PH: 515-961-4682 FX: 515-961-8813
www.vanderpoolinc.com

Number 2

TO HR Green

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

DATE	7/26/2024	JOB NO.	24-004
JOB NAME/LOCATION: Franklin Avenue Sanitary Sewer Improvements - City of Indianola, IA			
ATTN: Joe Frankl			
CONTRACT NO. Project #: 2202555		CONTRACT DATE 2/19/2024	

WE AGREE hereby to make change(s) specified below:

During construction it was found that the existing sanitary sewer services were 6" in size as opposed to 4" per plan. It was agreed upon to upsize the new sanitary sewer service extensions as part of the project from 4" to 6" to match the existing pipe sizes. Pricing below reflects the material cost difference for 6" pipe and fittings from the 4" pricing included in the bid.

DATE	DESCRIPTION	QTY	UNITS	RATE	
	ADD - 8"x6" SDR Wye	8	EA	171.89	\$ 1,375.12
	ADD - 6" Max Adaptor	8	EA	100.00	\$ 800.00
	ADD - 6" DWV Test Tee	8	EA	145.00	\$ 1,160.00
	ADD - 6" Sch40 x SDR Adaptor	16	EA	37.70	\$ 603.20
	ADD - 6" SDR 23.5 Pipe	252	LF	8.43	\$ 2,124.36
	ADD - 6" SDR 45 Bend HxS	8	EA	48.76	\$ 390.08
					\$ -
	DEDUCT - 8"x4" SDR Wye	-8	EA	93.90	\$ (751.20)
	DEDUCT - 4" Max Adaptor	-8	EA	73.34	\$ (586.72)
	DEDUCT - 4" SDR Test Tee	-8	EA	28.00	\$ (224.00)
	DEDUCT - 4" SDR 23.5 Pipe	-252	LF	3.69	\$ (929.88)
	DEDUCT - 4" SDR 45 Bend HxS	-8	EA	17.22	\$ (137.76)
					\$ -
					\$ -

Total Change Order # (Addition) \$ 3,823.20

Acceptance will be assumed after five (5) days.

NOTE: This Change Order becomes part of and in conformance with the existing contract

WE AGREE hereby to make change(s) specified above at this price

 Addition \$ 3,823.20

DATE	PREVIOUS CONTRACT AMOUNT \$ 309,780.00	REVISED CONTRACT TOTAL \$ 313,603.20
SIGNATURE (Contractor) Matt DeDoncker		

DATE Recommended

ACCEPTED - The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless other wise stipulated.

Signature

(General Contractor)

Date of acceptance

Signature

(Owner)



CHANGE ORDER

1100 N 14th Street
INDIANOLA, IA 50125-1506
PH: 515-961-4682 FX: 515-961-8813
www.vanderpoolinc.com

Number 3

TO HR Green

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

DATE	8/12/2024	JOB NO.	24-004
JOB NAME/LOCATION:		Franklin Avenue Sanitary Sewer Improvements - City of Indianola, IA	
ATTN:		Joe Frankl	
CONTRACT NO.		CONTRACT DATE	
Project #: 2202555		2/19/2024	

WE AGREE hereby to make change(s) specified below:

Upon excavation of the existing electric conduit crossing Franklin Avenue of the west side of 9th Street it was found that the storm sewer would need to be lowered to get under the duct. The lower elevation necessitated lowering the intake on the NW corner of the intersection to accomodate the lower pipe. Therefore, the overall height of the intake needed to increase to maintain the same planned rim elevation. This would have been required regardless of verification of the utility conflict prior to ordering/producing the precast structure.

DATE	DESCRIPTION	QTY	UNITS	RATE	
	SW-505 Intake Riser	1.5	VF	380.00	\$ 570.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Change Order # 3 (Addition) \$ 570.00

Acceptance will be assumed after five (5) days.

NOTE: This Change Order becomes part of and in conformance with the existing contract

WE AGREE hereby to make change(s) specified above at this price		➡ Addition	\$ 570.00
DATE	PREVIOUS CONTRACT AMOUNT		\$ 313,603.20
SIGNATURE (Contractor)	REVISD CONTRACT TOTAL		\$ 314,173.20

Jamie Crubaugh

DATE Recommended

ACCEPTED - The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless other wise stipulated.

Signature

(General Contractor)

Date of acceptance

Signature

(Owner)

STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK

PROJECT: Franklin Avenue Sanitary Sewer Improvements

OWNER: City of Indianola
110 N. 1st St., Indianola, IA 50125

ENGINEER: HR Green, Inc., 5525 Merle Hay Road, Suite 200, Johnston, Iowa 50131

CONTRACTOR: Vanderpool Construction Inc., 1100 N. 14th St., Indianola, IA 50125

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The four (4)-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of December 2, 2024, which is the date of Acceptance.
3. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
4. The total cost of the Work as completed is: \$308,190.00

I recommend, under the provisions of the Contract documents, that the Work be accepted and that the final payment be made.

HR Green, Inc.

By Joseph Frankl
Joseph Frankl, P.E.

Date 11/18/2024

Accepted By Vanderpool Construction Inc.

By Jamie Crubaugh
Jamie Crubaugh

Date 11/18/2024

Accepted By City of Indianola

By _____
Stephanie Erickson, Mayor

Date _____

AIA Type Document
Application and Certification for Payment

Pg 1 of 5

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola Franklin Sanitary

APPLICATION NO: 4
PERIOD TO: 10/31/2024

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 303,030.00

2. Net Change by Change Orders \$ 5,160.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 308,190.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 308,190.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 15,409.50

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 15,409.50

6. TOTAL EARNED LESS RETAINAGE \$ 292,780.50
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 274,540.97

8. CURRENT PAYMENT DUE \$ 18,239.53

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 15,409.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	35,940.00	-29,190.00
Total approved this Month	16,507.00	-18,097.00
TOTALS	52,447.00	-47,287.00
NET CHANGES by Change Order	5,160.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Vanderpool Construction Inc
1100 N. 14th St Indianola, IA 50125

By:

Date:

State of:

County of:

Subscribed and Sworn to before me this _____ Day of _____ 20__

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 18,239.53

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

Pg 2 of 5

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola Franklin Sanitary

APPLICATION NO: 4
PERIOD TO: 10/31/2024

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Topsoil Onsite Strip Salvage and Spread	195.000	38.0000	7,410.00	175.500	6,669.00	19.500	741.00	0.00	7,410.00	100.00	.00
2	Excavation Class 10	195.000	34.2000	6,669.00	195.000	6,669.00	.000	0.00	0.00	6,669.00	100.00	.00
3	Subgrade Preparation	1,050.000	4.6000	4,830.00	1,050.000	4,830.00	.000	0.00	0.00	4,830.00	100.00	.00
4	Subgrade Treatment Cement	1,050.000	27.8000	29,190.00	1,050.000	29,190.00	.000	0.00	0.00	29,190.00	100.00	.00
5	Subbase Modified 4	183.000	17.0000	3,111.00	183.000	3,111.00	.000	0.00	0.00	3,111.00	100.00	.00
6	Subbase Modified 6	1,050.000	11.4000	11,970.00	1,050.000	11,970.00	.000	0.00	0.00	11,970.00	100.00	.00
7	Compaction Testing		.0000	1,200.00	100.000%	1,200.00	.000%	0.00	0.00	1,200.00	100.00	.00
8	Trench Compaction Testing		.0000	2,300.00	100.000%	2,300.00	.000%	0.00	0.00	2,300.00	100.00	.00
9	Sanitary Sewer Gravity Main Trenched PVC 8	300.000	92.0000	27,600.00	300.000	27,600.00	.000	0.00	0.00	27,600.00	100.00	.00
10	Sanitary Sewer Service PVC 4	245.000	88.0000	21,560.00	245.000	21,560.00	.000	0.00	0.00	21,560.00	100.00	.00
11	Removal of Sanitary Sewer VCP 8	300.000	6.0000	1,800.00	300.000	1,800.00	.000	0.00	0.00	1,800.00	100.00	.00
12	Storm Sewer Trenched RCP 12	21.000	85.0000	1,785.00	21.000	1,785.00	.000	0.00	0.00	1,785.00	100.00	.00
13	Storm Sewer Trenched RCP 15	34.000	118.0000	4,012.00	34.000	4,012.00	.000	0.00	0.00	4,012.00	100.00	.00
14	Subdrain PVC 6	522.000	18.0000	9,396.00	522.000	9,396.00	.000	0.00	0.00	9,396.00	100.00	.00
15	Subdrain Connection to Storm Manhole	2.000	350.0000	700.00	2.000	700.00	.000	0.00	0.00	700.00	100.00	.00
16	Manhole SW-301 48	2.000	6,600.0000	13,200.00	2.000	13,200.00	.000	0.00	0.00	13,200.00	100.00	.00
17	Intake SW-505	2.000	4,100.0000	8,200.00	2.000	8,200.00	.000	0.00	0.00	8,200.00	100.00	.00
18	Remove Manhole 48	2.000	750.0000	1,500.00	2.000	1,500.00	.000	0.00	0.00	1,500.00	100.00	.00
19	Connection to Existing Intake	1.000	2,000.0000	2,000.00	1.000	2,000.00	.000	0.00	0.00	2,000.00	100.00	.00
20	Pavement PCC 7 Class C-SUD or M-SUD Mix	837.000	64.0000	53,568.00	920.000	58,880.00	-83.000	-5,312.00	0.00	53,568.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 5

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola Franklin Sanitary

APPLICATION NO: 4
PERIOD TO: 10/31/2024

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
21	Pavement PCC 7 Class M-SUD Mix	80.000	73.0000	5,840.00	.000	0.00	80.000	5,840.00	0.00	5,840.00	100.00	.00
22	PCC Pavement Sample and Testing		.0000	900.00	75.000%	675.00	25.000%	225.00	0.00	900.00	100.00	.00
23	Removal of Sidewalk PCC	97.000	36.0000	3,492.00	109.500	3,942.00	-12.500	-450.00	0.00	3,492.00	100.00	.00
24	Removal of Driveway Apron	86.000	24.0000	2,064.00	87.500	2,100.00	-1.500	-36.00	0.00	2,064.00	100.00	.00
25	Sidewalk PCC 4	97.000	47.0000	4,559.00	109.500	5,146.50	-12.500	-587.50	0.00	4,559.00	100.00	.00
26	Detectable Warning	32.000	51.2500	1,640.00	16.000	820.00	16.000	820.00	0.00	1,640.00	100.00	.00
27	Driveway Apron Paved PCC 6	86.000	58.0000	4,988.00	87.500	5,075.00	-1.500	-87.00	0.00	4,988.00	100.00	.00
28	Temporary Granular Surfacing	80.000	40.6500	3,252.00	.000	0.00	80.000	3,252.00	0.00	3,252.00	100.00	.00
29	Pavement Removal PCC	917.000	7.0000	6,419.00	920.000	6,440.00	-3.000	-21.00	0.00	6,419.00	100.00	.00
30	Temporary Traffic Control		.0000	17,600.00	75.000%	13,200.00	25.000%	4,400.00	0.00	17,600.00	100.00	.00
31	Hydraulic Seeding Fertilizing and Mulching	.200	12,100.0000	2,420.00	.000	0.00	.200	2,420.00	0.00	2,420.00	100.00	.00
32	Plant Tree 2.5	1.000	580.0000	580.00	.000	0.00	1.000	580.00	0.00	580.00	100.00	.00
33	Filter Sock Installation Maintenance & Removal	600.000	2.5000	1,500.00	.000	0.00	600.000	1,500.00	0.00	1,500.00	100.00	.00
34	Inlet Protection Device Drop-In Sediment Trap	1.000	250.0000	250.00	.000	0.00	1.000	250.00	0.00	250.00	100.00	.00
35	Temporary Fence 4' Orange Construction Fence	650.000	3.7000	2,405.00	.000	0.00	650.000	2,405.00	0.00	2,405.00	100.00	.00
36	Tree Removal	1.000	250.0000	250.00	1.000	250.00	.000	0.00	0.00	250.00	100.00	.00
37	Construction Survey		.0000	5,750.00	100.000%	5,750.00	.000%	0.00	0.00	5,750.00	100.00	.00
38	Mobilization		.0000	19,800.00	100.000%	19,800.00	.000%	0.00	0.00	19,800.00	100.00	.00
39	Maintenance of Postal Service		.0000	870.00	100.000%	870.00	.000%	0.00	0.00	870.00	100.00	.00
40	Maintenance of Solid Waste		.0000	1,000.00	100.000%	1,000.00	.000%	0.00	0.00	1,000.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 5

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola Franklin Sanitary

APPLICATION NO: 4
PERIOD TO: 10/31/2024

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
41	Temporary Pedestrian Residential Access	97.000	50.0000	4,850.00	.000	0.00	97.000	4,850.00	0.00	4,850.00	100.00	.00
42	Concrete Washout		.0000	600.00	100.000%	600.00	.000%	0.00	0.00	600.00	100.00	.00
50	CO1 - DEDUCT Subgrade Treatment, Cement	-1,050.000	27.8000	-29,190.00	-1,050.000	-29,190.00	.000	0.00	0.00	-29,190.00	100.00	.00
51	CO1 - ADD Additional Class 10 Excavation	195.000	57.0000	11,115.00	195.000	11,115.00	.000	0.00	0.00	11,115.00	100.00	.00
52	CO1 - ADD Furnish & Install NX850 Geogrid	993.000	10.0000	9,930.00	993.000	9,930.00	.000	0.00	0.00	9,930.00	100.00	.00
53	CO1 - ADD Subbase, Modified, 6" Lower Level	993.000	15.0000	14,895.00	993.000	14,895.00	.000	0.00	0.00	14,895.00	100.00	.00
68	CO2 - Upsize 4" Sanitary Sewer Services to 6" to Match Existing	8.000	477.9000	3,823.20	.000	0.00	8.000	3,823.20	0.00	3,823.20	100.00	.00
55	CO2 - Intake Extension, SW-505	1.000	570.0000	570.00	.000	0.00	1.000	570.00	0.00	570.00	100.00	.00
56	CO2 - ADD Pavement, PCC, 7", C-SUD Mix	92.900	64.0000	5,945.60	.000	0.00	92.900	5,945.60	0.00	5,945.60	100.00	.00
57	CO2 - DEDUCT Pavement, PCC, 7", M-SUD Mix	-80.000	73.0000	-5,840.00	.000	0.00	-80.000	-5,840.00	0.00	-5,840.00	100.00	.00
58	CO2 - ADD Sidewalk Removal	62.800	36.0000	2,260.80	.000	0.00	62.800	2,260.80	0.00	2,260.80	100.00	.00
59	CO2 - ADD Driveway Removal	11.400	24.0000	273.60	.000	0.00	11.400	273.60	0.00	273.60	100.00	.00
60	CO2 - ADD Sidewalk, PCC, 4"	62.800	47.0000	2,951.60	.000	0.00	62.800	2,951.60	0.00	2,951.60	100.00	.00
61	CO2 - ADD Driveway, PCC, 6"	11.400	58.0000	661.20	.000	0.00	11.400	661.20	0.00	661.20	100.00	.00
62	CO2 - DEDUCT Temporary Granular Surfacing	-80.000	40.6500	-3,252.00	.000	0.00	-80.000	-3,252.00	0.00	-3,252.00	100.00	.00
63	CO2 - ADD Pavement Removal	3.000	7.0000	21.00	.000	0.00	3.000	21.00	0.00	21.00	100.00	.00
64	CO2 - DEDUCT Filter Sock	-600.000	2.5000	-1,500.00	.000	0.00	-600.000	-1,500.00	0.00	-1,500.00	100.00	.00
65	CO2 - DEDUCT Inlet Protection Device	-1.000	250.0000	-250.00	.000	0.00	-1.000	-250.00	0.00	-250.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 5 of 5

TO (OWNER): City of Indianola
 110 N 1st St
 Indianola, IA 50125

PROJECT: Indianola Franklin Sanitary

APPLICATION NO: 4
PERIOD TO: 10/31/2024

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
 1100 N. 14th St
 Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
66	CO2 - DEDUCT Temporary Fence, 4' Orange	-650.000	3.7000	-2,405.00	.000	0.00	-650.000	-2,405.00	0.00	-2,405.00	100.00	.00
67	CO2 - DEDUCT Temporary Pedestrian Access	-97.000	50.0000	-4,850.00	.000	0.00	-97.000	-4,850.00	0.00	-4,850.00	100.00	.00
REPORT TOTALS				<u>\$308,190.00</u>		<u>\$288,990.50</u>		<u>\$19,199.50</u>		<u>\$308,190.00</u>		<u>\$0.00</u>
									<u>\$0.00</u>			<u>\$0.00</u>

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING FINAL PAYMENT, RETAINAGE RELEASE, CHANGE
ORDER NUMBER 2, AND FINAL ACCEPTANCE OF THE FRANKLIN AVENUE
SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Indianola, Iowa entered into a contract with Vanderpool Construction Inc. for the "Franklin Avenue Sanitary Sewer Improvements Project" (will be known as the "Project"); and

WHEREAS, the work has been duly completed on this project in compliance with the plans, specifications, and contract documents; and

WHEREAS, during the course of the project, as certain features were uncovered and inspected, changes to the project scope were required to adjust field quantities; and

WHEREAS, Change Order Number 2 reduces the overall contract by \$1,590.00, adjusting the final contract amount to \$308,190.00. The original contract was \$303,030.00, which increased to \$309,780.00 through prior approved change orders.

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

Section 1. The City Council approves Payment Application No. 4 submitted by Vanderpool Construction Inc. in the amount of \$18,239.53.

Section 2. That it is hereby found and determined that the total cost of said project is in the amount of \$308,190.00, which includes a retainage of \$15,409.50. This amount should be released to the Contractor 30 days after acceptance of the project, if no claims have been filed.

Section 3. The City Council acknowledges Change Order Number 2, which was approved by the City Manager. Change Order Number 2 reduces the final contract amount by \$1,590.00, adjusting it to \$308,190.00. The original contract amount was \$303,030.00, which had increased to \$309,780.00 through prior approved change orders.

Section 4. That it is hereby found and determined that the work of the Project, been duly and fully completed by the contractor in accordance with the terms of the contract and the same is hereby accepted and approved.

Section 5. That all amounts due to the contractor are hereby ordered to be paid in accordance with the contract procedures prescribed by the Code of Iowa.

Section 6. That all resolutions or parts of resolutions in conflict herewith be, and the same, are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 2nd day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Resolution determining Police Department property to be surplus and authorizing sale of property.

Recommendation: Roll call is in order.

Attachments:

1. 172-202 Surplus vehicle request
2. Res 2024- approving sale of surplus property for PD

CITY OF INDIANOLA

Brian Sher
Chief of Police



POLICE DEPARTMENT

Integrity Professionalism Dedication

11/18/2024

Indianola City Council
110 N. 1st St.
Indianola, IA 50125

Re: Vehicle surplus designation request

The Indianola Police Department is requesting to have IPD Car 172, a 2017 Ford Explorer Police Package VIN: 1FM5K8AR7HGB16094, considered as a surplus vehicle by the City for the purpose of selling it outright.

Additionally, we are requesting that Car 202, a 2020 Ford Explorer Police Package VIN: 1FM5K8AB4LGC64389, be declared as a surplus vehicle for the purpose of selling it outright.

Car 202 is no longer used on a regular basis. It has had numerous mechanical issues to utilize it for regular patrol operations, rendering it unusable for the department. Car 172 is at the end of its life cycle, with extremely high mileage, and is only able to be used to drive back and forth to the Indianola School District buildings by our SRO's. The city is paying insurance premiums on both vehicles, as well as paying for scheduled and unscheduled maintenance that could be spent on other expenditures. The recent purchase of IPD Cars 241 and 242 allow us to rotate the abovementioned vehicles to surplus status.

It is our recommendation that this request be approved.

Any questions may be directed to the undersigned.

Captain Rob Hawkins
Indianola Police Department
110 N. 1st St.
Indianola IA 50125
rhawkins@indianolaiowa.gov

City of Indianola
RESOLUTION NO. 2024-

RESOLUTION DETERMINING POLICE DEPARTMENT PROPERTY
TO BE SURPLUS AND AUTHORIZING SALE OF PROPERTY

WHEREAS, the City of Indianola Police Department owns the following property which was purchased with public funds: 2017 Ford Explorer – Car 172 and 2020 Ford Explorer – Car 202; and

WHEREAS, the City is no longer using said property and City staff is recommending disposal of it; and

WHEREAS, the City Council agrees that the property is surplus; and

WHEREAS, the City Council believes it to be in the best interest of the City to sell the property in a commercially reasonable manner or trade-in, whichever amount is greater.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa that the above-described property is determined to be surplus property.

BE IT FURTHER RESOLVED by the City Council that the City staff is hereby authorized to determine the commercially reasonable manner to dispose of said property and to take all steps necessary, including execution of any transfer documents, required to carry out the sale of the property.

APPROVED this 2nd day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Resolution approving a Plat of Survey for Michael Leeper for property addressed as 1313, 1307 and 1305 South L Court.

Recommendation:

- Attachments:**
- 1. Staff Report_Leeper Line Adjust_POS_112624
 - 2. CC2959 PLAT OF SURVEY 11-19-2024
 - 3. RES_Leeper_Plat of Survey



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: Leeper Boundary Line Adjustment –
Plat of Survey

PREPARED BY: Bill Mettee – Associate Planner

REPORT DATE: November 22, 2024

MEETING DATE: November 26, 2024

GENERAL INFORMATION

Applicant / Owner:

Michael and Marjorie Leeper

Owner's Representative:

Keven Crawford, PLS, Cooper, Crawford and Associates

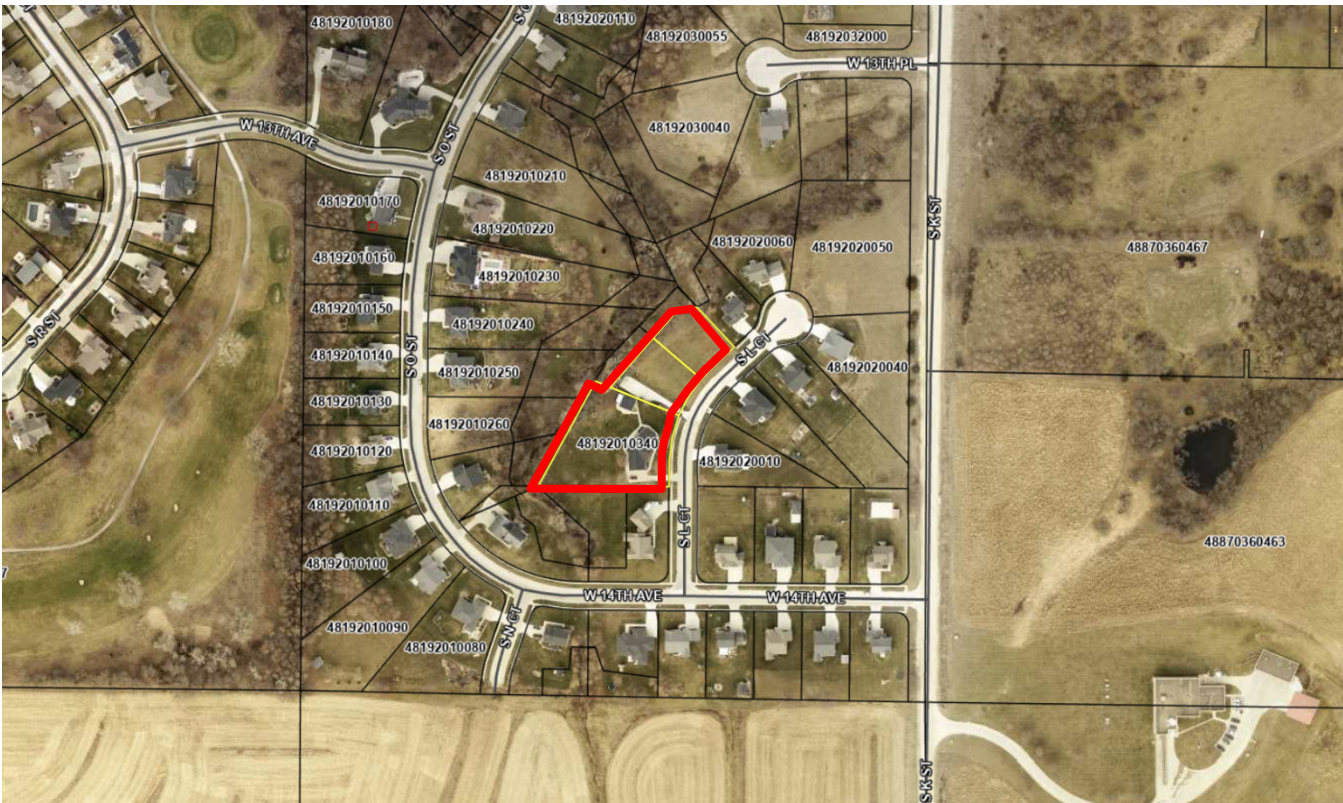
Request:

The applicant is requesting approval of a plat of survey to adjust several lot lines

Location and Size:

Property is located south of Highway 92 and west of South K Street, containing approximately 1.65-acres.

AREA MAP



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

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Single-Family Residential	Low-Density Residential	R-1 (Single-Family Residential Detached District)
North	Single-Family Residential	Low-Density Residential	R-1 (Single-Family Residential Detached District)
South	Single-Family Residential	Low-Density Residential	R-1 (Single-Family Residential Detached District)
East	Single-Family Residential	Low-Density Residential	R-1 (Single-Family Residential Detached District)
West	Single-Family Residential	Low-Density Residential	R-1 (Single-Family Residential Detached District)

PROJECT DESCRIPTION

The plat of survey identifies three lots that will be affected by the boundary line adjustments. Lot A, which includes the primary residence, is currently 42,608 sf and that lot line will be adjusted to the northeast to include the driveway. The new lot will be approximately 52,000 sf. Lot B is currently 15,525 sf and will be reduced to approximately 10,000 sf. Lot C is currently vacant and is 13,493 sf. This lot will be reduced to approximately 10,000 sf. All lots will continue to conform to the R-1 zoning district bulk regulations.

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

Table I: Bulk Regulations for the R-2 District

Category	R-2 (minimum)
Front Yard Setback	30 feet
Rear Yard Setback	35 feet
Side Yard Setback	8 feet minimum one side; 18 feet total
Maximum Height Stories	35 feet
Lot Area	7,200 square feet
Lot Width	60 feet

STREETS / TRAILS

All streets and sidewalks were installed with the Deer Creek Plat 2 improvements.

UTILITIES

All public utilities were installed with the Deer Creek Plat 2 improvements.

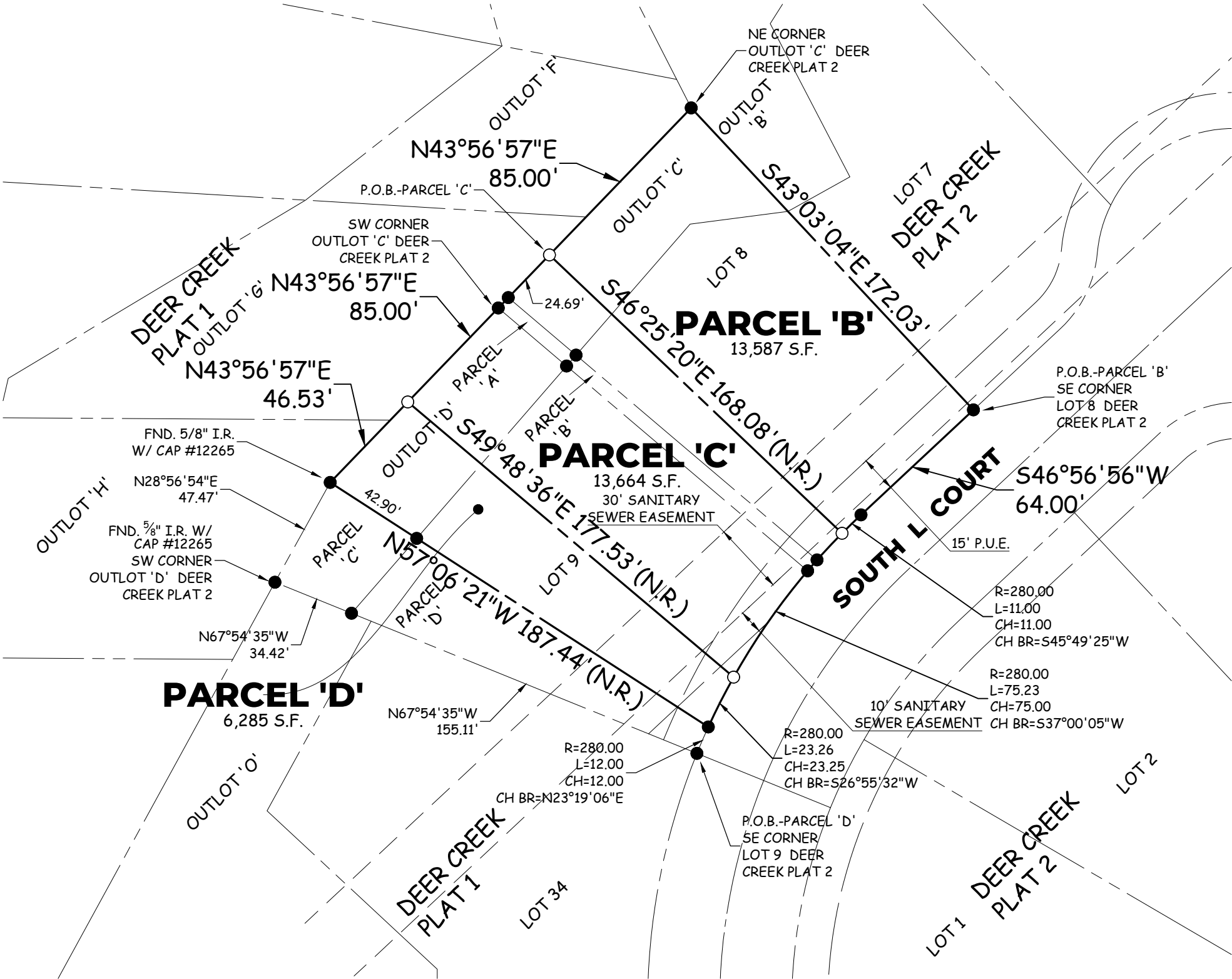
STAFF RECOMMENDATION

The plat of survey is in general conformance with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan. Staff recommends approval of the plat of survey for Michael Leeper.

INDEX LEGEND

LOCATION : DEER CREEK PLAT 2
REQUESTOR: MICHAEL & MARJORIE LEEPER
PROPRIETOR: MICHAEL & MARJORIE LEEPER
SURVEYOR: KEVEN J. CRAWFORD, L.S.
COMPANY: COOPER CRAWFORD & ASSOCIATES, LLC
475 S. 50th STREET, SUITE 800
WEST DES MOINES, IOWA 50265
RETURN TO : KEVEN J. CRAWFORD, L.S.

PLAT OF SURVEY
Sheet 1 of 2



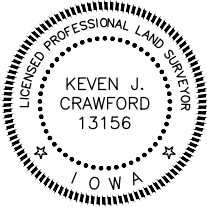
PREPARED FOR

MICHAEL & MARJORIE LEEPER
1313 S L COURT
INDIANOLA, IA 50125

NOTES

- 1. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
- 2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
- 3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
- 4. BEARINGS ARE BASED ON DEER CREEK PLAT 2

CERTIFICATION



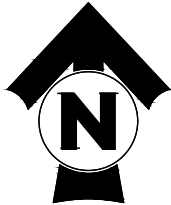
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, PLS IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

PAGES OR SHEETS COVERED BY THIS SEAL:
Sheets 1-2

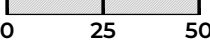
LEGEND

▲	PLAT BOUNDARY
●	SECTION CORNER
○	FOUND CORNER AS NOTED
○	SET CORNER 5/8" IR W/ YELLOW CAP #13156, UNLESS OTHERWISE NOTED
I.R.	IRON ROD
G.P.	GAS PIPE
D.	DEEDED DISTANCE
M.	MEASURED DISTANCE
R	PREVIOUSLY RECORDED DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING





COOPER CRAWFORD & Associates
Civil Engineers & Land Surveyors
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345



0 25 50
SCALE: 1"=50'
DATE: 11-19-2024

JOB NUMBER
CC
2959

PLAT OF SURVEY

Sheet 2 of 2

LEGAL DESCRIPTION - PARCEL 'B'

A PART OF LOT 8 AND OUTLOT 'C', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH L COURT, AS IT IS PRESENTLY ESTABLISHED; THENCE S46°56'56"W, 64.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, TO A 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 11.00 FEET ALONG SAID CURVE, AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A CHORD LENGTH OF 11.00 FEET AND A CHORD BEARING OF S45°49'25W; THENCE N46°25'20"W, 168.08 FEET TO THE NORTHWESTERLY LINE OF OUTLOT 'C', OF SAID DEER CREEK PLAT 2; THENCE N43°56'57"E, 85.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE NORTHEAST CORNER OF SAID OUTLOT 'C'; THENCE S43°03'04"E, 172.03 FEET ALONG THE NORTHERLY LINE OF SAID OUTLOT 'C', AND ALONG THE EAST LINE OF SAID LOT 8, TO THE SOUTHEAST CORNER OF SAID LOT 8, AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.312 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGAL DESCRIPTION - PARCEL 'C'

A PART OF LOT 8, LOT 9, OUTLOT 'C' AND OUTLOT 'D', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 'C', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA; THENCE S43°56'57"W, 85.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT 'C', TO THE POINT OF BEGINNING; THENCE S46°25'20"E, 168.08 FEET, TO THE SOUTHEAST LINE OF LOT 8, DEER CREEK PLAT 2, AND TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH L COURT, AS IT IS PRESENTLY ESTABLISHED, AND TO NON-TANGENT 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 75.23 FEET ALONG SAID CURVE, AND ALONG SAID SOUTHEAST LINE OF LOT 8, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A CHORD LENGTH OF 75.00 FEET AND A CHORD BEARING OF S37°00'05"W; THENCE N49°48'36"W, 177.53 FEET TO THE NORTHWESTERLY LINE OF OUTLOT 'D', DEER CREEK PLAT 2; THENCE N43°56'57"E, 85.00 FEET ALONG SAID NORTHWESTERLY LINE, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.314 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGAL DESCRIPTION - PARCEL 'D'

A PART OF LOT 9 AND OUTLOT 'D', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

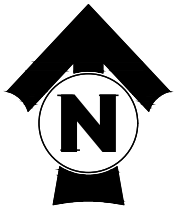
COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH L COURT, AS IT IS PRESENTLY ESTABLISHED, SAID POINT ALSO BEING ON A 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 12.00 FEET ALONG SAID SOUTHEASTERLY LINE OF LOT 9, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, SAID CURVE HAVING A CHORD LENGTH OF 12.00 FEET AND A CHORD BEARING OF N23°19'06"E, TO THE POINT OF BEGINNING; THENCE N57°06'21"W, 187.44 FEET, TO THE NORTHWESTERLY LINE OF OUTLOT 'D', SAID DEER CREEK PLAT 2; THENCE N43°56'57"E, 46.53 FEET ALONG SAID NORTHWESTERLY LINE; THENCE S49°48'36"E, 177.53 FEET, TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 9, TO A NON-TANGENT 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THECNE SOUTHWESTERLY 23.26 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID SOUTHEASTERLY LINE OF LOT 9, AND ALONG SAID CURVE, SAID CURVE HAVING A CHORD LENGTH OF 23.25 FEET AND A CHORD BEARING OF S26°55'32"W, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.144 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

▲	PLAT BOUNDARY
●	SECTION CORNER
○	FOUND CORNER AS NOTED
○	SET CORNER 5/8" IR W/ YELLOW CAP #13156, UNLESS OTHERWISE NOTED
I.R.	IRON ROD
G.P.	GAS PIPE
D.	DEEDED DISTANCE
M.	MEASURED DISTANCE
R	PREVIOUSLY RECORDED DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING



COOPER CRAWFORD
& Associates
Civil Engineers & Land Surveyors

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

0	25	50
SCALE: 1"=50'		
DATE: 11-19-2024		
JOB NUMBER		
CC		
2959		

City of Indianola
RESOLUTION NO. 2024-

**RESOLUTION APPROVING A PLAT OF SURVEY REQUEST FOR MICHAEL AND
MARJORIE LEEPER (1313, 1307 AND 1305 SOUTH L COURT)**

WHEREAS, Michael and Marjorie Leeper are requesting plat of survey approval for property legally described as:

PARCEL 'B'

A PART OF LOT 8 AND OUTLOT 'C', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH L COURT, AS IT IS PRESENTLY ESTABLISHED; THENCE S46°56'56"W, 64.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, TO A 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 11.00 FEET ALONG SAID CURVE, AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 8, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A CHORD LENGTH OF 11.00 FEET AND A CHORD BEARING OF S45°49'25"W; THENCE N46°25'20"W, 168.08 FEET TO THE NORTHWESTERLY LINE OF OUTLOT 'C', OF SAID DEER CREEK PLAT 2; THENCE N43°56'57"E, 85.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE NORTHEAST CORNER OF SAID OUTLOT 'C'; THENCE S43°03'04"E, 172.03 FEET ALONG THE NORTHERLY LINE OF SAID OUTLOT 'C', AND ALONG THE EAST LINE OF SAID LOT 8, TO THE SOUTHEAST CORNER OF SAID LOT 8, AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.312 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

PARCEL 'C'

A PART OF LOT 8, LOT 9, OUTLOT 'C' AND OUTLOT 'D', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 'C', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA; THENCE S43°56'57"W, 85.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT 'C', TO THE POINT OF BEGINNING; THENCE S46°25'20"E, 168.08 FEET, TO THE SOUTHEAST LINE OF LOT 8, DEER CREEK PLAT 2, AND TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH L COURT, AS IT IS PRESENTLY ESTABLISHED, AND TO NON-TANGENT 280.00 FEET

RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 75.23 FEET ALONG SAID CURVE, AND ALONG SAID SOUTHEAST LINE OF LOT 8, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A CHORD LENGTH OF 75.00 FEET AND A CHORD BEARING OF S37°00'05"W; THENCE N49°48'36"W, 177.53 FEET TO THE NORTHWESTERLY LINE OF OUTLOT 'D', DEER CREEK PLAT 2; THENCE N43°56'57"E, 85.00 FEET ALONG SAID NORTHWESTERLY LINE, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.314 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

PARCEL 'D'

A PART OF LOT 9 AND OUTLOT 'D', DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, DEER CREEK PLAT 2, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH L COURT, AS IT IS PRESENTLY ESTABLISHED, SAID POINT ALSO BEING ON A 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 12.00 FEET ALONG SAID SOUTHEASTERLY LINE OF LOT 9, AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, SAID CURVE HAVING A CHORD LENGTH OF 12.00 FEET AND A CHORD BEARING OF N23°19'06"E, TO THE POINT OF BEGINNING; THENCE N57°06'21"W, 187.44 FEET, TO THE NORTHWESTERLY LINE OF OUTLOT 'D', SAID DEER CREEK PLAT 2; THENCE N43°56'57"E, 46.53 FEET ALONG SAID NORTHWESTERLY LINE; THENCE S49°48'36"E, 177.53 FEET, TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 9, TO A NON-TANGENT 280.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THECNE SOUTHWESTERLY 23.26 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID SOUTHEASTERLY LINE OF LOT 9, AND ALONG SAID CURVE, SAID CURVE HAVING A CHORD LENGTH OF 23.25 FEET AND A CHORD BEARING OF S26°55'32"W, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.144 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, the City of Indianola, Iowa has jurisdiction of such plat of survey pursuant to the Subdivision Regulations of Chapter 170, Indianola Code of Ordinances; and

WHEREAS, the 'Elevate Indianola' Comprehensive Plan shows the subject parcel's future land use as Low-Density Residential; and

WHEREAS, on November 26, 2024, the Planning and Zoning Commission met and submitted a recommendation to the City Council to approve the plat of survey.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Indianola, Iowa hereby approves the plat of survey for Michael and Marjorie Leeper (1313, 1307 and 1305 South L Court).

Passed and approved this 2nd day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: December 2, 2024
Subject: Resolution approving Final Plat for Emerald Bay Plat 1.

Recommendation:

Attachments:

1. Staff Report_Emerald Bay Plat 1_FP_101824
2. 23-141 FINAL PLAT 10-25-2024
3. RES_Emerald Bay Plat 1_Final Plat



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: Emerald Bay Plat 1 – Final Plat

PREPARED BY: Bill Mettee – Associate Planner

REPORT DATE: October 18, 2024

MEETING DATE: October 22, 2024

GENERAL INFORMATION

Applicant / Owner:

Emerald Bay, LLC

Owner's Representative:

Wally Pelds, P.E., Pelds Design Services

Request:

The applicant is requesting approval of a final plat for a commercial and residential subdivision.

Location and Size:

Property is located north of West Hillcrest Avenue and west of North Jefferson Way, containing approximately 21.30-acres.

AREA MAP



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

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant – Undeveloped	Planned Unit Development	PUD (Planned Unit Development)
North	Vacant / Undeveloped & Indianola Vet Clinic	Regional Mixed-Use / Low-Density Residential	A-1 (Agricultural and Open Space District) / C-2 (Highway Commercial District)
South	Single-Family Residential	Low-Density Residential	R-1 (Single-Family Residential Detached District)
East	General Commercial Uses	Community Commercial	C-2 (Highway Commercial District)
West	Country Club Golf Course	Parks and Recreation	A-1 (Agricultural and Open Space District)

PROJECT HISTORY

The preliminary plat for Emerald Bay was approved by the Planning and Zoning Commission at their February 27th, 2024 meeting followed by approval by City Council at their March 4, 2024 meeting.

PROJECT DESCRIPTION

The final plat identifies a total of 10 lots for commercial and residential development. All lots are zoned PUD with underlying C-2 (Highway Commercial District) and R-3 (Multi-Family Residential District) and range in size from 0.58-acres to 5.10-acres. All lots meet or exceed the minimum requirements of the C-2 and R-3 zoning districts.

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

Table I: Bulk Regulations for the PUD (R-3 and C-2) Districts

Category	PUD (C-2 / R-3) (minimum)
Front Yard Setback	40 feet / 30 feet
Rear Yard Setback	10 feet / 30 feet
Side Yard Setback	10 feet / 5 feet
Maximum Height Stories	50 feet / 35 feet
Lot Area	NA / NA
Lot Width	150 feet / 80 feet

STREETS / TRAILS

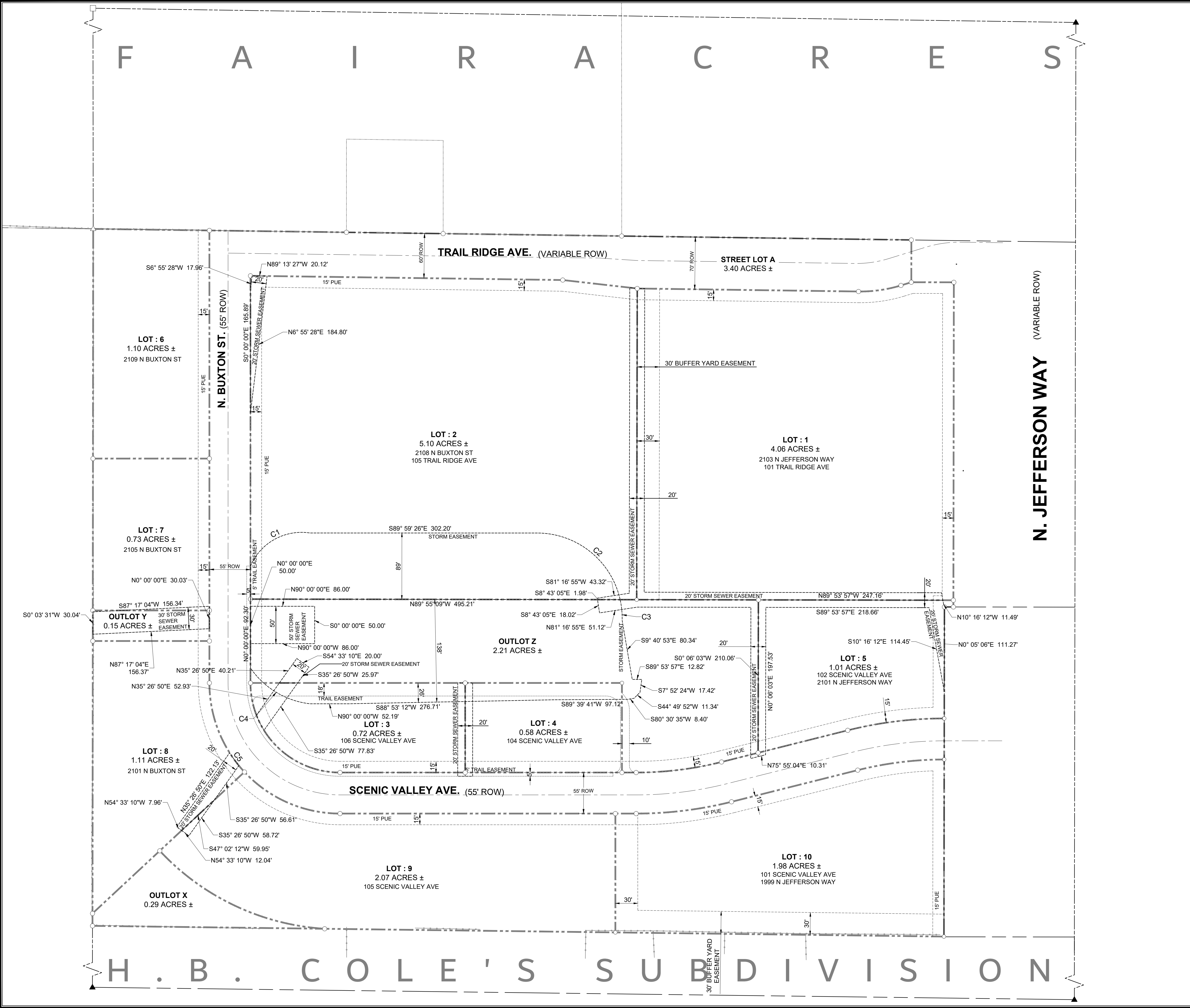
The plat includes the construction of three public streets, West Trail Ridge Avenue, West Scenic Valley Avenue and North Buxton Street. A 5-foot-wide sidewalk will be constructed along the west side of North Jefferson Way, the west side of North Buxton Street and south side of West Scenic Valley Avenue. The sidewalks will be installed with individual lot development. A 10-foot trail will be installed along the south side of West Trail Ridge Avenue, the east side of North Buxton Street and the north side of West Scenic Valley Avenue. Trails will be installed with plat improvements.

UTILITIES

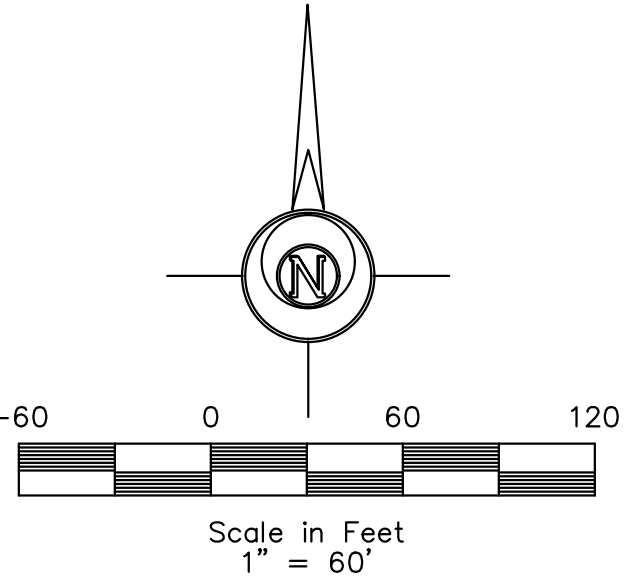
The site will be serviced with all public utilities, which are installed in the immediate vicinity of North Jefferson Way. Stormwater detention will be provided with a basin located near the center of the plat. All easements have been shown on the final plat.

STAFF RECOMMENDATION

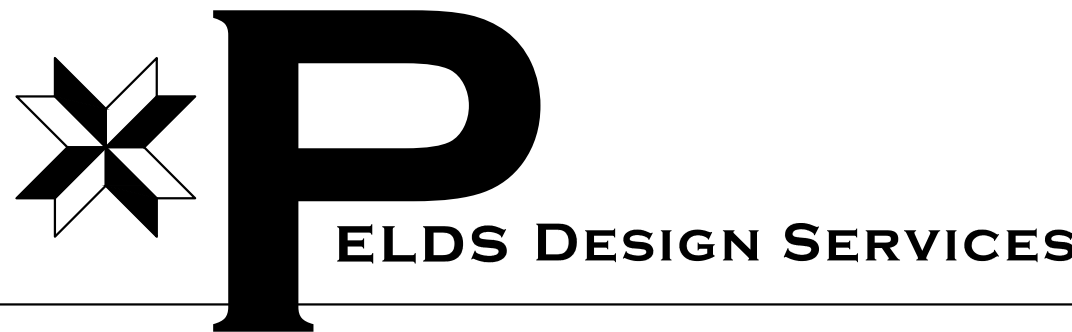
The final plat is in general conformance with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan. Staff recommends approval of the final plat for Emerald Bay Plat I subject to remaining staff comments and review of the legal documents.



- LEGEND:**
- +/- MORE OR LESS
 - SET 1/2" IRON ROD WYC #18842
 - ▲ FOUND SECTION CORNER
 - △ SET SECTION CORNER
 - CALCULATED CORNER (NOT SET)
 - FENCE LINE
 - (M) MEASURED
 - WOC WITH ORANGE CAP
 - WYC WITH YELLOW CAP



Curve Table						
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	98.12'	74.46'	75°30'10"	N60° 58' 15"E	91.18'	57.66'
C2	156.13'	114.05'	78°26'14"	S51° 45' 48"E	144.22'	93.08'
C3	27.86'	114.05'	13°59'49"	S5° 32' 47"E	27.79'	14.00'
C4	95.78'	112.24'	48°53'47"	N58° 56' 51"W	92.90'	51.03'
C5	21.14'	175.00'	6°55'13"	S35° 46' 38"E	21.12'	10.58'



Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

TITLE: EMERALD BAY PLAT 1 INDIANOLA, IA 50211			
REVISIONS: PRELIMINARY		DRAWING NO: 23-141	
COPYRIGHT DATE: -----	DRAWN BY: A.BRADFIELD	SCALE: 1"=60'	LATEST REVISION: 10.25.2024
FILE PATH: J:\2023 projects\23-141 - emerald bay development - indianola - jesse rogers\engineering\sheet set			FINAL PLAT SHT 2

City of Indianola
RESOLUTION NO. 2024-

APPROVING THE FINAL PLAT FOR EMERALD BAY PLAT 1

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

WHEREAS, Emerald Bay, LLC, has requested final plat approval of Emerald Bay Plat 1 (the "Plat"); and

WHEREAS, the City of Indianola Planning and Zoning Commission recommended approval of the Plat on October 22, 2024, subject to remaining staff comments and review of the legal documents; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa on this 2nd day of December, 2024, that the Final Plat for Emerald Bay Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Indianola.

BE IT FURTHER RESOLVED that the City of Indianola does hereby accept the following easements and documents to be filed with the Plat:

1. Warranty Deed (Street Lot A)
2. Warranty Deed (Outlots 'Y' and 'Z')
3. Public Utility Easement;
4. Public Storm Sewer Easement;
5. Public Storm Water Detention Easement;
6. Public Buffer Yard Easement;
7. Public Trail Easement.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: December 2, 2024
Subject: Resolution authorizing a contract for city manager recruitment.

Recommendation: Roll call is in order.

Attachments:

1. Res 2024- Authorize Contract CM Recruitment
2. MGT City Manager Proposal

City of Indianola
RESOLUTION NO 2024-

RESOLUTION AUTHORIZING A CONTRACT FOR CITY MANAGER RECRUITMENT

WHEREAS, following the resignation of the city manager, a vacancy will exist in the city manager position which must be filled for the proper day-to-day functioning of city operations; and

WHEREAS, MGT has submitted the attached proposal for recruitment services; and

WHEREAS, upon review of the proposal, staff recommend entering into a contract with MGT for recruitment services.

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

- a. the proposal from MGT in the amount of \$24,000, plus consultant travel expenses and consultant visit fees to recruit a city manager is hereby approved and
- b. the Mayor is hereby authorized and directed to execute a contract with MGT for the recruitment of a city manager.

PASSED AND APPROVED this 2nd day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



Proposal

NOVEMBER 22, 2024

City Manager

City of Indianola, Iowa

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD, SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US

Table of Contents

COVER LETTER.....	1
FIRM PROFILE.....	2
OUR TEAM	5
WHY CHOOSE MGT?	6
PROJECT APPROACH & METHODOLOGY	7
PROJECT UNDERSTANDING	7
PROPOSED WORK PLAN	7
PROJECT TIMELINE	11
COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION IN RECRUITMENTS.....	11
COST PROPOSAL	13
FULL SCOPE RECRUITMENT	13
OUR GUARANTEE – FULL SCOPE RECRUITMENT	14
OPTIONAL SERVICES	15
APPENDIX A. CONSULTANT BIOGRAPHY	16
APPENDIX B. CLIENT LIST	18



Cover Letter

November 22, 2024

Courtney Silliman, Human Resources Director
City of Indianola
110 North 1st Street
Indianola, IA 50125



RE: PROPOSAL FOR CITY MANAGER

Dear Ms. Silliman:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Indianola (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

MGT Impact Solutions, LLC (MGT) is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. MGT takes the next step in offering integrated solutions that can accelerate our most important goal: dramatically improving lives by **advancing and lifting up the communities we serve**.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT a proven leader in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT Impact Solutions, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgt.us FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Client Services Manager 790 Frontage Road, Suite 213 Northfield, IL 60093 224.415.3791 mmorawski@mgt.us

Thank you for the opportunity to submit a proposal to the City of Indianola. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@mgt.us**.

Regards,

Patrick J. Dyer, Vice President
Authorized to bind the firm





Firm Profile

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449, #24-7484

The Interlocal Purchasing System (TIPS) #220601, #220802, #230105

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.



50
years

900
consultants

30,000
projects

A Social Impact Commitment

DEFINED BY IMPACT

Making a profound impact on society is at the heart of who we are and what we do. City of Indianola should be proud to make a difference in the lives of the citizens in your community, and we are proud to work with you toward this goal. Our team empowers organizations through innovations in people, processes, and technology to lift and strengthen your solutions.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

PEOPLE  We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.	PURPOSE  We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.	PERFORMANCE  We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.
---	---	---



Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultants, Charlene Stevens and Ellen Hiniker. They will act as your project managers and primary points of contact for this project. All project managers are supported by our Recruitment Team Leader, as well as a recruitment coordinator and reference specialist. Depending on availability at the time a contract is awarded, MGT reserves the right to assign another project manager to ensure the recruitment is completed within an appropriate time frame. Charlene's biography is attached as **Appendix A**.

Project Manager & Main Point of Contact

CHARLENE STEVENS

Vice President
Human Capital Solutions
847.380.3240 x124
CStevens@mgt.us

ELLEN HINIKER

MGT Approved
Independent
Executive Recruiter
847-380-3240
EHinniker@mgt.us

Proposal Inquiries

MICHELE MORAWSKI

Client Services Manager
224.415.3791
MMorawski@mgt.us

Why Choose MGT?

- ✓ **Unparalleled Expertise and Level of Service.** With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

Success Stories

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."





Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

Proposed Work Plan

PHASE 1

POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$195/hour plus actual expenses if

incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2

ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3

CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.

PROJECT APPROACH & METHODOLOGY

- Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
- References provided by the candidate are contacted.
- Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for City review and comment.
- Coordinate candidate travel and accommodations.
- Provide City with an electronic file that includes:
 - Candidates' credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|--|
| <ul style="list-style-type: none"> ✓ Social Security Trace & Verification ✓ US Federal Criminal Search ✓ Enhanced Verified National Criminal <ul style="list-style-type: none"> – National Sex Offender Registry – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol – Office of Foreign Assets Control (OFAC) Terrorist Database Search – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) – All felonies and misdemeanors reported to the National Database | <ul style="list-style-type: none"> ✓ County/Statewide Criminal ✓ Civil Search ✓ Bankruptcy, Liens, and Judgements ✓ Motor Vehicle Record ✓ Education Verification – All Degrees Earned <p>Optional: Credit Report – Transunion with score (based on position and state laws)</p> <p>Optional:</p> <ul style="list-style-type: none"> – Professional License Verification – Drug Screen – Employment Verification |
|--|--|

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities.
- Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interviewing Process & Background Screening														
Phase 6: Appointment of Candidate														

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT also has a long-standing commitment to DEI. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent

speakers on incorporating equity and inclusion into all levels of local government. Additionally, we provide a list of DEI resources on the homepage of the website at mgt.us.

MGT has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the “fit” with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider “up and coming” candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word “ideally” or “preferably.”

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



Cost Proposal

*Defined by Impact. Driven by People.
Dedicated to the Community.*

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee (includes \$1,000 repeat client discount)	\$20,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$24,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.



Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.



Charlene Stevens

Vice President

Charlene Stevens brings over 20 years of municipal management expertise to her role as Vice President at MGT. With a distinguished career that spans rural, suburban, and urban settings across Minnesota, Kansas, and Pennsylvania, Charlene has led more than 80 executive recruitments nationwide. Her experience includes significant roles in civic engagement, community visioning, workforce development, and downtown revitalization. Charlene is known for her professionalism and commitment to public service. She has held numerous leadership positions throughout her career and across the country. A dedicated mentor and advocate for inclusive environments, she excels in stakeholder engagement and has successfully managed projects involving park expansions, greenspace preservation, and workforce training initiatives.

Charlene leads MGT's Recruitment Services and directly conducts recruitments and general consulting services. She is a frequent speaker at state and national conferences.

Areas of Expertise

- Executive Recruitment
- Strategic Planning
- Civic Engagement
- Community Visioning
- Community Engagement
- Staff Mentoring Programs
- Stakeholder Engagement
- Park Expansions and Greenspace Preservation
- Workforce Training Initiatives
- Municipal Management

Education

- Master of Public Administration, University of Kansas
- Bachelor of Arts, International Relations, Pomona College

Training & Instruction

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program and Mid-Career Institute
- Presenter and Speaker for ICMA, MCMA, and State Association and Affiliate Groups

Memberships & Affiliations

International City/County Manager Association (ICMA), Current Member, Past Regional Vice President, Past Committee and Task Force Chair

Minnesota City/County Managers Association (MCMA), Current Member

League of Minnesota Cities, Past Board Member

Coalition of Greater Minnesota Cities, Past Board Member

Women in Public Service Wichita/Sedgwick County, Kansas, Founding Member

Professional Experience

Cottage Grove, MN, City Administrator, 2015-2018

Willmar, MN, City Administrator, 2011-2015

Sedgwick County, KS, Assistant County Manager, 2006-2011

Lower Gwynedd, PA, Assistant Township Manager, 1999-2006

Buckingham, PA, Assistant Township Manager, 1997-1999

City of Wichita, KS, Neighborhood Assistant, 1995-1996



Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

City Management Client List 2019 to Present

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Bethel	City Manager	2024	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Homer	City Manager (Professional Outreach)	2024	5,300
	Seward	City Manager	2019	2,693
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Englewood	City Manager	2019	34,957
	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
Florida	Apopka	City Administrator	2024	55,496
	Deerfield Beach	City Manager	2024	80,000
	Fort Lauderdale	City Manager	2024	184,255
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Decatur	Deputy City Manager	2019	76,178
	Farmer City	City Manager	2024	1,828
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Greenville	City Manager	2021	7,000
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	Lake Barrington	Village Administrator	2022	4,879
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Long Grove	Village Manager	2023	8,153
	Maryville	Village Administrator	2024	8,316
	McHenry	City Administrator	2023	27,135
	Morton Grove	Village Administrator	2024	23,500
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	Chief of Staff	2021	30,020

	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	Willowbrook	Village Administrator	2019	8,967
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Urbandale	City Manager	2024	45,580
	Windsor Heights	City Administrator	2023	4,860
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Berkley	City Manager	2024	14,970
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Laketown	Township Manager	2024	6,192
	Lincoln Park	City Manager	2019	36,665
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939
	Fairmont	City Administrator	2024	10,477

	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Frontenac	City Administrator	2024	3,640
	Jackson	City Administrator	2024	15,702
	Ozark	City Administrator	2024	21,284
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New York	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
North Dakota	Minot	City Manager	2020	45,700
Pennsylvania	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Newport News	City Manager	2023	181,958
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
Wisconsin	Baraboo	City Administrator	2019	12,048
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Franklin	Director of Administration	2019	36,155
	Harrison	Village Manager	2021	13,185
	Lake Geneva	City Administrator	2024	7,710
	Monroe	City Administrator	2020	10,827
	Oshkosh	City Manager	2024	66,700
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158
	Whitewater	City Manager	2022	14,300



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Consideration of the approval of a Home Base Iowa Initiative Application from Jordan Osier and authorization of a handwritten warrant in the amount of \$1500.00.

Introduction: Council will need to consider the approval of the Home Base Iowa Initiative Application and a handwritten warrant in an amount of \$1,500.00. A Veteran who was discharged under honorable conditions according to Chapter 35.1 Code of Iowa and had Title 10 active service duty for 90 days is eligible for this benefit. The applicant must complete the application, provide proof of DD Form 214 or Certificate of Release or Discharge from Active Duty and proof of previous residency outside of Indianola.

Background: City Guidelines:

1. Veteran shall make an application in person. Vouchers will only be issued to a qualified Veteran in person.
2. Purchase a home in Indianola in the past six months at the time of application. Only new residents shall receive the \$1500 incentive.
3. Ownership title/deed must be transferred, or in the process of being transferred, to the individual requesting payment of incentive.
4. Complete the certification form (City application) and have it signed by the Warren County Auditor and Veteran's Affairs.
5. Allow two weeks for Auditor to process, sign, and return the form to the applicant.
6. Bring the completed form to City Hall, 110 N 1st St, Indianola, IA 50125.
7. The program will be administered through the City of Indianola and will be provided on a first come, first served basis, with up to ten incentives per fiscal year.
8. Payment must be used for closing costs or other similar expenses related to the purchase of a home.

Discussion: Jordan Osier purchased their home on September 12, 2024 and the application was received on November 15, 2024.

Budget Impact: This will be the fourth application approved for this fiscal year.

Recommendation: All paperwork is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.

Recommendation: Included in the packet is the resolution and notice of filing of assessment of nuisance abatement.

The assessment term is for 10 years. The resolution authorizes publication and filing of the nuisance abatement and mailing of it to property owners.

Per Iowa Code, property owners have the option to pay them (or any portion) within 30 days after the first publication (December 10, 2024) at City Hall at 110 N 1st St.

Roll call is in order.

Attachments:

1. Res 2024- resolution authorizing nuisance abatements to county
2. Nuisance Abatement

City of Indianola
RESOLUTION NO. 2024-

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

WHEREAS, those properties listed on the attached Exhibit have unpaid nuisance abatement costs with the City of Indianola; and

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

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

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

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

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

Adopted this 2nd day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Notice of Filing of Assessments for Nuisance Abatement									
To the person(s) owning land located with the City of Indianola, Warren County, Iowa, particulary described as follows:									
Parcel #	Legal Description	Property Address	Deed Holder	Reason	Fee	Admin Fee	Amount Paid	Amount Due	
48525030010	19-76-23 INDIANOLA LINCOLN RIDGE PLAT 3 LOT 1	1110 E LINCOLN AVE	Sarah Robb, 1110 E Lincoln Ave Indianola IA 50125	Mowing, Junk/Brush Hauling	\$ 275.00	\$ 125.00	\$ -	\$ 400.00	INV 3394
48105011000	23-76-24 IND CAVITT CREEK ESTATES PLAT 1 OL X	N/A	Cavitt Creek I LLC, C/O ACCURATE COMMERCIAL RES, 9500 University Ave Ste 1200, West Des Moines IA 50266	Mowing	\$ 800.00	\$ 125.00	\$ -	\$ 925.00	INV 3374
48860001151	24-76-24 AUDITORS OUT LOTS W 122' OL 115 EX S57'	610 N J ST	Justin/Erin Foster, 610 N J St, Indianola, IA 50125	Tree/Shrub Trimming, Landfill/Brush Facility Fees	\$ 380.00	\$ 125.00	\$ -	\$ 505.00	INV 3379
48240030040	25-76-24 FAIRVIEW LOT 4 BLK 3	207 S H ST	Linda Hernandez, 131 E Cass St, Osceola, IA 50213	Mowing	\$ 220.00	\$ 125.00	\$ -	\$ 345.00	INV 3377
48240030040	25-76-24 FAIRVIEW LOT 4 BLK 3	207 S H ST	Linda Hernandez, 131 E Cass St, Osceola, IA 50213	Mowing, Tree/Shrub Trimming, Landfill/Brush Facility Fees	\$ 325.00	\$ 125.00	\$ -	\$ 450.00	INV 3363
48390110020	25-76-24 JONES & WINDLES ADD N 90' LOT 2 BLK 11	403 W CLINTON AVE	Linda Hernandez, 131 E Cass St, Osceola, IA 50213	Mowing	\$ 110.00	\$ 125.00	\$ -	\$ 235.00	INV 3342
48775011000	23-76-24 AMENDED PLAT OF WESTERN HILLS PLAT 1 OUT LOT A	1001 N L ST	TF32, PO Box 12131 Des Moines, IA 50312	Mowing	\$ 220.00	\$ 125.00	\$ -	\$ 345.00	INV 3376
48775011000	23-76-24 AMENDED PLAT OF WESTERN HILLS PLAT 1 OUT LOT A	1001 N L ST	TF32, PO Box 12131 Des Moines, IA 50312	Mowing	\$ 220.00	\$ 125.00	\$ -	\$ 345.00	INV 3361
48775011000	23-76-24 AMENDED PLAT OF WESTERN HILLS PLAT 1 OUT LOT A	1001 N L ST	TF32, PO Box 12131 Des Moines, IA 50312	Mowing	\$ 220.00	\$ 125.00	\$ -	\$ 345.00	INV 3350
48775010180	23-76-24 AMENDED PLAT OF WESTERN HILLS PLAT 1 LOT 18	1101 N L ST	Pridecraft Custom Homes LLC, 1004 NE 19th Ct St, Grimes, IA 50111	Mowing	\$ 275.00	\$ 125.00	\$ -	\$ 400.00	INV 3375
48351000090	25-76-24 REPLAT BLK 1 HOMEDALE PLACE ADD LOT I	906 W DETROIT AVE	Tory L King, 906 W Detroit Ave, Indianola, IA 50125	Tree/Shrub Trimming, Landfill/Brush Facility Fees	\$ 215.00	\$ 125.00	\$ -	\$ 340.00	INV 3364
48640000051	30-76-23 SINNARDS ADD E 1/2 LOT 5	704 E SALEM AVE	Ivysun Capital LLC, 2811 NE 80th St, Altoona, IA 50009	Mowing	\$ 110.00	\$ 125.00	\$ -	\$ 235.00	INV 3360
48200020075	30-76-23 EAST INDIANOLA S 80' LOT 7 & S 80' W 1/2 LOT 8 BLK 2	400 E BOSTON AVE	Connie Ervin, 400 E Boston Ave, Indianola, IA 50125	Tree/Shrub Trimming, Landfill/Brush Facility Fees	\$ 640.00	\$ 125.00	\$ -	\$ 765.00	INV 3354
48860000263	30-76-23 AUDITORS OUT LOTS E 64.5' N 150' OF W 124.5' LOT 26	801 E 1ST AVE	Betty Curtis, C/O R Dale Sikes, 1875 185th St, Webster City, IA 50595	Mowing	\$ 110.00	\$ 125.00	\$ -	\$ 235.00	INV 3341



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Approval of Urban Revitalization Designations

Introduction: Approving the designation will authorize a tax abatement for the property.

Background:

Discussion: The following comprise a list of Urban Revitalization Designations for new residential construction.

Address	Titleholder or Contract Buyer	Estimated or Actual Cost of Improvement	Prior or Final Approval
1400 South K St	Gruis, Derek/Myers, Hannah	\$582,000	Prior
2102 N Summercrest St	Rhoads, Charles/Kearsten Faux	\$311,990	Final

Budget Impact:

Recommendation: Approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Cassandra Hofer, Deputy City Clerk
Date: December 2, 2024
Subject: Approval of 2025 maximum refuse hauling rates.

Introduction: Each September, the Clerk's Office contacts refuse haulers to re-affirm the October deadline to request a rate increase (per Chapter 106 of the City of Indianola Code of Ordinances) for the calendar year beginning January 1. Requests for a rate increase were received from T.R.M. Disposal LLC, Waste Connections of Iowa, Inc. and Waste Management of Iowa.

Background: Reuse rates are available on the City's website at www.indianolaiowa.gov/319/Refuse-Rates

Discussion: Below is a charge of the maximum monthly rates that refuse haulers can charge the City of Indianola residents.

T.R.M. Disposal

Service	Old Rate	New Rate
35 gallon toter at curb	\$18.70/ \$17.50 senior rate	\$20.00 (\$18.70 senior rate)
95 gallon toter at curb	\$22.60/ \$21.50 senior rate	\$24.20 (\$23.00 senior rate)
35 gallon toter house	\$22.30/ \$19.90 senior rate	\$23.90 (\$21.30 senior rate)
95 gallon toter at house	\$26.20/ \$23.70 senior rate	\$28.00 (\$25.40 senior rate)

Waste Connections of Iowa

Service	Old Rate	New Rate
Curbside with 96 gallon toter	\$30.00	\$31.50
Curbside with 2-96 gallon toter	\$45.50	\$47.75

Waste Management of Iowa

Service	Old Rate	New Rate
96 gallon toter - new customer special	\$24.75	\$26.25
35 gallon toter	\$20.25	\$21.50
65 gallon toter	\$22.75	\$24.15

96 gallon toter	\$25.25	\$26.75
One 30 gallon toter	\$20.75	\$22.00 for current customers; No longer offering this service to new customers.
Two 30 gallon toters	\$23.30	\$24.70 for current customers; No longer offering this service to new customers.
Three 30 gallon toters	\$25.25	\$26.75 for current customers; No longer offering this service to new customers.
Bulky Items (no white goods)	3 bulk items for \$52.00; each additional is \$20.00	3 bulk items for \$52, each additional is \$20.00 (no change)

Extra weekly pickup service no longer available.

Wiegert Disposal

Service	Rate (no changes submitted)
96 gallon toter	\$25.00
Bulky items (does not include white goods)	\$10.00
Extra toter	\$5.00
Extra weekly	\$5.00/container or bag

Budget Impact:

Recommendation: Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Lisa Wilson, Accounting Specialist
Date: December 2, 2024
Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Report 12022024

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACCO UNLIMITED CORP.				
ACCO UNLIMITED CORP.	POOL SUPPLIES	11/21/2024	138.50	WELLNESS CAMP
Total ACCO UNLIMITED CORP.:			138.50	
ACE HARDWARE				
ACE HARDWARE	STATION SUPPLIES	10/29/2024	67.66	FIRE FUND
ACE HARDWARE	SUPPLIES FOR LANE MARKERS	10/29/2024	16.57	WELLNESS CAMP
ACE HARDWARE	POOL LAND STANDS	10/31/2024	29.94	WELLNESS CAMP
ACE HARDWARE	LANE SIGN PARTS	11/08/2024	6.99	WELLNESS CAMP
ACE HARDWARE	S BUX WATER HEATER REPAIR	11/12/2024	23.33	MAINTENANCE
ACE HARDWARE	HARDWARE FOR MOUNTING KNOX BOX	11/13/2024	1.60	FIRE FUND
ACE HARDWARE	CLOTH FILTERS - SHOP VAC	11/14/2024	9.99	PARK & RECREATI
ACE HARDWARE	GLOVE ATLAS THERMA	11/14/2024	1.72	SEWER FUND
ACE HARDWARE	SHOP SUPPLIES	11/14/2024	7.52	ROAD USE TAX FU
ACE HARDWARE	INSTALLATION OF KNOX BOX	11/14/2024	5.77	FIRE FUND
ACE HARDWARE	SHOP SUPPLIES	11/14/2024	11.29	ROAD USE TAX FU
ACE HARDWARE	VALVE CHECK W/2 SLEEVES	11/18/2024	14.99	SEWER FUND
ACE HARDWARE	STREETS	11/21/2024	62.75	MAINTENANCE
ACE HARDWARE	STREETS	11/21/2024	4.58	MAINTENANCE
ACE HARDWARE	IWC	11/21/2024	9.99	MAINTENANCE
ACE HARDWARE	STATION HARDWARE	11/22/2024	1.60	FIRE FUND
ACE HARDWARE	STATION HARDWARE	11/22/2024	11.96	FIRE FUND
ACE HARDWARE	MEASURING WHEEL 12"	11/25/2024	79.99	SEWER FUND
Total ACE HARDWARE:			368.24	
ACTION REPROGRAPHICS				
ACTION REPROGRAPHICS	VEHICLE GRAPHICS	11/13/2024	997.50	POLICE FUND
Total ACTION REPROGRAPHICS:			997.50	
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	PICKARD SHED DOOR REPAIR	10/31/2024	321.65	PARK & RECREATI
Total ADAMS DOOR COMPANY INC.:			321.65	
ADVANCED DATA PROCESSING INC				
ADVANCED DATA PROCESSING	OCTOBER 2024 DIGITECH EMS FEE	11/25/2024	7,749.30	AMBULANCE FUN
Total ADVANCED DATA PROCESSING INC:			7,749.30	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	SUMMERCRESET HILLS URP	11/19/2024	881.00	GENERAL FUND
AHLERS & COONEY P.C.	2024 GENERAL OBLIGATION BONDS OR CA	11/19/2024	5,542.50	GENERAL FUND
AHLERS & COONEY P.C.	URBAN RENEWAL GENERAL	11/20/2024	315.00	GENERAL FUND
AHLERS & COONEY P.C.	KENTUCKY RIDGE/NORTH 6TH STREET UR	11/20/2024	382.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND NO 8 TO HILLCREST/DOWNTOWN U	11/20/2024	558.00	GENERAL FUND
AHLERS & COONEY P.C.	INCEPTION GROUP LLC DA	11/20/2024	1,733.00	GENERAL FUND
AHLERS & COONEY P.C.	INVIGORATE 36 LLC DA	11/20/2024	3,869.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			13,280.50	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	SUPPLIES	11/08/2024	50.40	GENERAL FUND
AMAZON CAPITAL SERVICES	TRUCK WASH BRUSHES	11/20/2024	43.23	FIRE FUND
AMAZON CAPITAL SERVICES	SHOWER REPLACEMENTS IWC X3	11/13/2024	53.97	MAINTENANCE
AMAZON CAPITAL SERVICES	NEW MATTRESSES FOR BED ROOM	11/22/2024	1,329.75	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMAZON CAPITAL SERVICES	SONES - IPAD SCREEN PROTECTOR	11/11/2024	24.99	GENERAL FUND
AMAZON CAPITAL SERVICES	C-9 BULB SEAL RINGS	11/12/2024	18.98	PARK & RECREATI
AMAZON CAPITAL SERVICES	COPY PAPER	11/15/2024	62.59	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	SONES - IPAD KEYBOARD	11/12/2024	98.01	GENERAL FUND
AMAZON CAPITAL SERVICES	COUNCIL AV	11/18/2024	90.86	VEHICLE AND EQU
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/22/2024	37.53	POLICE FUND
AMAZON CAPITAL SERVICES	EXIT/EMERGENCY LIGHTS - SHOP	11/14/2024	99.99	PARK & RECREATI
AMAZON CAPITAL SERVICES	RETURN CREDIT	11/11/2024	933.99-	MAINTENANCE
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/18/2024	55.85	GENERAL FUND
AMAZON CAPITAL SERVICES	EMS SUPPLIES (CPR)	11/21/2024	68.48	AMBULANCE FUN
AMAZON CAPITAL SERVICES	FIREARMS SUPPLIES	11/12/2024	117.25	POLICE FUND
AMAZON CAPITAL SERVICES	RETURN CREDIT	11/11/2024	8.18-	MAINTENANCE
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/20/2024	247.46	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	COFFE POTS X2	11/20/2024	39.89	FIRE FUND
AMAZON CAPITAL SERVICES	COSTUME PARTY SUPPLIES	11/05/2024	86.89	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			1,583.95	
ANDERSON POA, DENISE				
ANDERSON POA, DENISE	PATIENT OVERPAID RESPONSIBILITY	03/09/2024	83.51	AMBULANCE FUN
Total ANDERSON POA, DENISE:			83.51	
AUBERT'S TOWING				
AUBERT'S TOWING	VEHICLE IMPOUND	11/23/2024	170.00	POLICE FUND
AUBERT'S TOWING	REMOVE TRAINING CARS	11/12/2024	340.00	FIRE FUND
Total AUBERT'S TOWING:			510.00	
AVI SYSTEMS				
AVI SYSTEMS	ANNUAL SUPPORT	11/18/2024	6,118.46	GENERAL FUND
Total AVI SYSTEMS:			6,118.46	
BARCO MUNICIPAL PROD INC				
BARCO MUNICIPAL PROD INC	OPEN TOP POST	11/13/2024	859.20	ROAD USE TAX FU
Total BARCO MUNICIPAL PROD INC:			859.20	
BAVERY, SUSAN				
BAVERY, SUSAN	PATIENT OVERPAID RESPONSIBILITY	04/16/2024	188.26	AMBULANCE FUN
Total BAVERY, SUSAN:			188.26	
BLUEMARK ENERGY LLC				
BLUEMARK ENERGY LLC	NATURAL GAS	11/19/2024	1,569.11	WELLNESS CAMP
Total BLUEMARK ENERGY LLC:			1,569.11	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	MARKING OF PPE STREAMLIGHTS	11/14/2024	50.00	FIRE FUND
Total BOB'S CUSTOM TROPHIES:			50.00	
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	HIGHWAY CLOSURE FOR MEDIAN WORK	11/13/2024	1,014.60	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BONNIE'S BARRICADES:			1,014.60	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	EMS SUPPLIES	11/18/2024	3,061.18	AMBULANCE FUN
BOUND TREE MEDICAL LLC	EMS SUPPLIES	11/18/2024	1,019.98	AMBULANCE FUN
BOUND TREE MEDICAL LLC	EMS SUPPLIES	11/19/2024	167.14	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			4,248.30	
BROWN EQUIPMENT				
BROWN EQUIPMENT	NEW HOUR METER - 3300 FERRIS MOWER	11/18/2024	28.99	PARK & RECREATI
Total BROWN EQUIPMENT:			28.99	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	11/11/2024	2,375.08	ROAD USE TAX FU
BRUENING ROCK PRODUCTS	ROAD STONE	11/18/2024	488.66	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			2,863.74	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	BATTERY BACKUP X12	10/31/2024	615.00	GENERAL FUND
CDW GOVERNMENT INC	CRADLE POINT SUBSCRIPTION X5	11/08/2024	798.75	GENERAL FUND
CDW GOVERNMENT INC	LAPTOP CHARGERS X3	11/01/2024	113.67	GENERAL FUND
CDW GOVERNMENT INC	LIFT STATION BATTERY BACKUPS	11/13/2024	3,597.12	SEWER FUND
Total CDW GOVERNMENT INC:			5,124.54	
CINTAS CORPORATION				
CINTAS CORPORATION	CINTAS	10/28/2024	123.67	SEWER FUND
CINTAS CORPORATION	FIRST AID SUPPLIES - PARKS SHOP	11/13/2024	27.32	PARK & RECREATI
CINTAS CORPORATION	ACTIVITY CENTER FIRST AID SUPPLIES	11/22/2024	77.01	PARK & RECREATI
Total CINTAS CORPORATION:			228.00	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	SUPPLIES FOR INSULATED BOX	11/13/2024	64.91	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			64.91	
COMPLETE CARPET CARE INC				
COMPLETE CARPET CARE INC	CLEAN LEARN & PLAY CARPET	11/16/2024	135.00	WELLNESS CAMP
Total COMPLETE CARPET CARE INC:			135.00	
DENMAN & COMPANY LLP				
DENMAN & COMPANY LLP	FY2024 AUDIT	11/22/2024	6,700.00	GENERAL FUND
Total DENMAN & COMPANY LLP:			6,700.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR UNIT 201	11/20/2024	236.46	POLICE FUND
Total DOWNEY TIRE PROS:			236.46	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	JANITORIAL SERVICES	10/15/2024	500.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DUST PROS JANITORIAL	JANITORIAL SERVICES	11/15/2024	500.00	GENERAL FUND
Total DUST PROS JANITORIAL:			1,000.00	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	10/31/2024	13.55	POLICE FUND
ELIXIR RX SOLUTIONS	411 RX	11/15/2024	83.60	POLICE FUND
Total ELIXIR RX SOLUTIONS:			97.15	
FIRE SERVICE TRAINING BUREAU				
FIRE SERVICE TRAINING BURE	JHELGENS FF2 TESTING	11/18/2024	50.00	FIRE FUND
Total FIRE SERVICE TRAINING BUREAU:			50.00	
GALLS LLC				
GALLS LLC	UNIFORM BADGES	11/18/2024	729.29	FIRE FUND
GALLS LLC	SAVANA B PANTS UNIFORMS	11/19/2024	81.79	AMBULANCE FUN
Total GALLS LLC:			811.08	
GEE, DAVIS				
GEE, DAVIS	REIMBURSEMENT - OVERPAID PARKING TIC	11/11/2024	40.00	POLICE FUND
Total GEE, DAVIS:			40.00	
GLOCK PROFESSIONAL INC				
GLOCK PROFESSIONAL INC	ARMORER'S COURSE - STEVER	11/12/2024	300.00	POLICE FUND
GLOCK PROFESSIONAL INC	ARMORER'S COURSE - CHIA	11/14/2024	300.00	POLICE FUND
Total GLOCK PROFESSIONAL INC:			600.00	
GRAINGER INC				
GRAINGER INC	PD STEAM TRAP	11/12/2024	167.68	MAINTENANCE
GRAINGER INC	TOOL	11/12/2024	26.47	MAINTENANCE
Total GRAINGER INC:			194.15	
GRAVITATE COWORKING				
GRAVITATE COWORKING	STRATEGIC SESSION ROOM RENTAL	11/01/2024	240.00	GENERAL FUND
Total GRAVITATE COWORKING:			240.00	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	HOT ASPHALT POTHOLES	11/14/2024	75.75	ROAD USE TAX FU
GRIMES ASPHALT & PAVING	HOT ASPHALT POTHOLES	11/19/2024	75.75	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			151.50	
HANDTEVY				
HANDTEVY	EMS SOFTWARE PEDIATRIC GUIDELINES	11/24/2024	2,467.50	AMBULANCE FUN
Total HANDTEVY:			2,467.50	
HAUS ROOFING & CONST SRVS				
HAUS ROOFING & CONST SRV	GAZEBO AT BUXTON	11/18/2024	11,550.00	PARK & REC SPEC

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HAUS ROOFING & CONST SRVS:			11,550.00	
HAWKEYE TRUCK EQUIPMENT				
HAWKEYE TRUCK EQUIPMENT	HITCH REDUCER	11/19/2024	21.49	ROAD USE TAX FU
HAWKEYE TRUCK EQUIPMENT	NEW HITHCH FOR #2	11/19/2024	1,843.50	ROAD USE TAX FU
Total HAWKEYE TRUCK EQUIPMENT:			1,864.99	
HEIMAN INC				
HEIMAN INC	LID FOR PRO PAK	11/20/2024	167.46	FIRE FUND
Total HEIMAN INC:			167.46	
HURT, AARON				
HURT, AARON	NFA COURSE MEALS	11/14/2024	305.13	FIRE FUND
Total HURT, AARON:			305.13	
IA ASSOC OF BLDG OFFICIALS				
IA ASSOC OF BLDG OFFICIALS	2025 MEMBERSHIP	11/22/2024	105.00	GENERAL FUND
Total IA ASSOC OF BLDG OFFICIALS:			105.00	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	DAN ROZGA SETTLEMENT	11/18/2024	4,160.00	CITY LIAB INS RES
Total IA COMMUNITIES ASSURANCE POOL:			4,160.00	
IMU - UTILITIES				
IMU - UTILITIES	TELEPHONE SERVICES	11/01/2024	516.68	GENERAL FUND
IMU - UTILITIES	FIBER	11/01/2024	569.00	GENERAL FUND
IMU - UTILITIES	FIBER - N HOWARD	11/01/2024	53.39	CH BUILDING PRO
Total IMU - UTILITIES:			1,139.07	
INDEPENDENT ADVOCATE				
INDEPENDENT ADVOCATE	20241021 CC MINUTES	10/30/2024	355.23	GENERAL FUND
INDEPENDENT ADVOCATE	20241028 JOINT CC ICSD MINUTES	11/05/2024	29.45	GENERAL FUND
INDEPENDENT ADVOCATE	20241104 CC MINUTES	11/12/2024	312.62	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1752	11/12/2024	16.92	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1753	11/12/2024	18.80	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1754	11/12/2024	22.09	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1755	11/12/2024	35.71	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1756	11/12/2024	30.54	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1757	11/12/2024	20.21	GENERAL FUND
INDEPENDENT ADVOCATE	ORD 1758	11/12/2024	121.70	GENERAL FUND
Total INDEPENDENT ADVOCATE:			963.27	
INDIANOLA CHAMBER OF COMMERCE				
INDIANOLA CHAMBER OF COM	LEGISLATIVE LUNCHEON	11/22/2024	26.12	GENERAL FUND
Total INDIANOLA CHAMBER OF COMMERCE:			26.12	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTER CONTRACT	11/12/2024	4,303.58	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	PD ADMIN CANON PRINTER	11/12/2024	265.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INFOMAX OFFICE SYSTEMS INC.:			4,568.58	
INTERNATIONAL CODE COUNCIL INC				
INTERNATIONAL CODE COUNCIL	CODE BOOKS FROM ICC	11/19/2024	256.50	GENERAL FUND
Total INTERNATIONAL CODE COUNCIL INC:			256.50	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFETY	IOWA SYSTEM - CONTRACT OCT - DEC 2024	11/15/2024	1,362.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			1,362.00	
IOWA ONE CALL				
IOWA ONE CALL	IOWA ONE CALL	11/19/2024	232.80	SEWER FUND
Total IOWA ONE CALL:			232.80	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	WORK SHIRTS	11/22/2024	172.15	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			172.15	
IOWA-DES MOINES SUPPLY INC.				
IOWA-DES MOINES SUPPLY INC	SUPPLIES - MAINTENANCE	11/13/2024	449.28	WELLNESS CAMP
IOWA-DES MOINES SUPPLY INC	SUPPLIES - MEMBERSHIP	11/13/2024	296.88	WELLNESS CAMP
Total IOWA-DES MOINES SUPPLY INC.:			746.16	
IP PATHWAYS				
IP PATHWAYS	VEEAM CLOUD - MONTHLY	10/31/2024	335.08	GENERAL FUND
Total IP PATHWAYS:			335.08	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP SUPPLIES	11/13/2024	113.46	ROAD USE TAX FU
Total LAWSON PRODUCTS:			113.46	
LENTZ, MARILYN				
LENTZ, MARILYN	PATIENT OVERPAID RESPONSIBILITY	06/19/2024	131.53	AMBULANCE FUN
Total LENTZ, MARILYN:			131.53	
MACQUEEN EQUIPMENT LLC				
MACQUEEN EQUIPMENT LLC	RESCUE 42 UPGRADE KIT	11/25/2024	2,228.73	FIRE FUND
Total MACQUEEN EQUIPMENT LLC:			2,228.73	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	CONCRETE DRILL BITS	11/14/2024	24.28	ROAD USE TAX FU
MCCOY HARDWARE INC	TOOL	11/20/2024	31.49	MAINTENANCE
MCCOY HARDWARE INC	HOMETOWN PRIDE	11/20/2024	341.82	PARK & REC SPEC
MCCOY HARDWARE INC	HOMETOWN PRIDE	11/20/2024	341.82	PARK & REC SPEC
MCCOY HARDWARE INC	KEYS FOR FIREARMS CABINET	11/21/2024	4.12	POLICE FUND
MCCOY HARDWARE INC	PAINT FOR HOME FOR THE HOLIDAYS	11/21/2024	15.28	PARK & RECREATI
MCCOY HARDWARE INC	POOL PAINT RETURN	11/22/2024	7.64	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MCCOY HARDWARE INC:			751.17	
MENARDS				
MENARDS	BALLATS,BULBS - SHOP	11/18/2024	163.93	PARK & RECREATI
MENARDS	CHRISTMAS DECORATIONS - BUXTON GAZ	11/25/2024	151.92	PARK & RECREATI
Total MENARDS:			315.85	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	WRRF ELECTRIC/GAS	11/08/2024	8,454.77	SEWER FUND
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	11/08/2024	11.54	GENERAL FUND
MID AMERICAN ENERGY CO.	STREET LIGHTING	11/08/2024	160.92	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	65/69 ELECTRIC	11/13/2024	52.73	SEWER FUND
MID AMERICAN ENERGY CO.	WESLEY ELECTRIC	11/13/2024	40.82	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST STREET	11/14/2024	14.54	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	11/14/2024	135.32	PARK & RECREATI
MID AMERICAN ENERGY CO.	NATUAL GAS	11/14/2024	72.70	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	MID AMERICAN GAS BILL	11/14/2024	17.04	POLICE FUND
MID AMERICAN ENERGY CO.	QUAIL ELECTRIC	11/14/2024	60.42	SEWER FUND
MID AMERICAN ENERGY CO.	N HOWARD UTILITIES	11/14/2024	96.29	CH BUILDING PRO
MID AMERICAN ENERGY CO.	CITY HALL UTILITIES	11/14/2024	199.41	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			9,316.50	
MID-IOWA OCCUPATIONAL TESTING				
MID-IOWA OCCUPATIONAL TES	POST ACCIDENT UA/BAT - BAKER, NYAN	11/15/2024	480.00	POLICE FUND
MID-IOWA OCCUPATIONAL TES	POST ACCIDENT UA/BAT - RAFFETY, JACKIE	11/15/2024	480.00	GENERAL FUND
Total MID-IOWA OCCUPATIONAL TESTING:			960.00	
MIDWEST ALARM SERVICES				
MIDWEST ALARM SERVICES	CITY HALL SERVICE CALL - CLEARED GROU	11/07/2024	595.00	GENERAL FUND
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION	11/15/2024	450.00	SEWER FUND
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION	11/15/2024	450.00	SEWER FUND
MIDWEST ALARM SERVICES	FIRE ALARM MONITORING	11/15/2024	500.04	ROAD USE TAX FU
Total MIDWEST ALARM SERVICES:			1,995.04	
NAPA AUTO PARTS				
NAPA AUTO PARTS	HARDWARE FOR INSTALLATION OF KNOX B	11/14/2024	42.99	FIRE FUND
NAPA AUTO PARTS	HOSE CLAMP	11/15/2024	7.86	SEWER FUND
NAPA AUTO PARTS	CUSHION CLAMP, CAP SCREW, ETC	11/15/2024	12.52	SEWER FUND
NAPA AUTO PARTS	SNAP RING	11/19/2024	1.56	ROAD USE TAX FU
NAPA AUTO PARTS	2.5 DEF	11/25/2024	27.98	SEWER FUND
Total NAPA AUTO PARTS:			92.91	
NATIONWIDE OFFICE CLEANERS LLC				
NATIONWIDE OFFICE CLEANER	NOVEMBER CLEANING	11/15/2024	5,776.61	WELLNESS CAMP
Total NATIONWIDE OFFICE CLEANERS LLC:			5,776.61	
NORING, JOSHUA				
NORING, JOSHUA	REFUND - OVERPAID TICKET	11/18/2024	56.05	POLICE FUND
Total NORING, JOSHUA:			56.05	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
NORWALK READY-MIXED CONCRETE INC				
NORWALK READY-MIXED CON	ADA REPAIR @ 1520 E FRANKLIN AVE	11/07/2024	323.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	INTAKE REPAIR @ 1111 W. SALEM AVE	11/07/2024	704.00	STORMWATER UTI
NORWALK READY-MIXED CON	INTAKE REPAIR @ 1520 E FRANKLIN AVE	11/12/2024	475.00	STORMWATER UTI
NORWALK READY-MIXED CON	CONCRETE REPAIR @ 1520 E FRANKLIN AV	11/13/2024	606.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	INTAKE REPAIR @ 1111 W. SALEM AVE	11/14/2024	461.50	STORMWATER UTI
Total NORWALK READY-MIXED CONCRETE INC:			2,569.50	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	GORILLA GLUE	11/25/2024	8.99	PARK & RECREATI
O'REILLY AUTO PARTS	CLAMP	10/28/2024	23.18	ROAD USE TAX FU
O'REILLY AUTO PARTS	CREDIT	10/28/2024	17.19-	ROAD USE TAX FU
O'REILLY AUTO PARTS	BLUEDEF 2.5	11/12/2024	19.99	SEWER FUND
O'REILLY AUTO PARTS	FILTERS	11/13/2024	144.87	ROAD USE TAX FU
O'REILLY AUTO PARTS	CREDIT	11/13/2024	144.87-	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTERS	11/13/2024	144.87	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTERS	11/18/2024	223.05	ROAD USE TAX FU
O'REILLY AUTO PARTS	DEGREASER, SPONGE	11/19/2024	25.98	PARK & RECREATI
O'REILLY AUTO PARTS	WINDSHIELD WIPER BLADES	11/19/2024	40.78	ROAD USE TAX FU
O'REILLY AUTO PARTS	TOOL	11/20/2024	89.99	MAINTENANCE
O'REILLY AUTO PARTS	NEW BATTERY - TORO SANDPRO DRAG	11/21/2024	56.93	PARK & RECREATI
O'REILLY AUTO PARTS	ARMORALL	11/21/2024	13.99	PARK & RECREATI
Total O'REILLY AUTO PARTS:			630.56	
OSIER, JORDAN				
OSIER, JORDAN	HOME BASE IOWA	11/21/2024	1,500.00	GENERAL FUND
Total OSIER, JORDAN:			1,500.00	
OTTO, DREW				
OTTO, DREW	REFUND - OVERPAID TICKET	11/15/2024	23.00	POLICE FUND
Total OTTO, DREW:			23.00	
PARK SEED WHOLESALE				
PARK SEED WHOLESALE	ANNUAL SEEDS	10/18/2024	303.42	PARK & RECREATI
Total PARK SEED WHOLESALE:			303.42	
PAYETTE, AARON				
PAYETTE, AARON	WELLNESS PROGRAM 9/19-11/19	11/21/2024	50.00	FIRE FUND
Total PAYETTE, AARON:			50.00	
PEOPLES BANK				
PEOPLES BANK	AVITT LOAN INTEREST	11/13/2024	185.22	DOWNTOWN BIZ I
PEOPLES BANK	K&L BIZ LOAN INTEREST	11/13/2024	152.50	DOWNTOWN BIZ I
Total PEOPLES BANK:			337.72	
PROSCREENING LLC				
PROSCREENING LLC	PRE-EMPLOYMENT SCREENING - ILNITSKY,	11/15/2024	164.00	WELLNESS CAMP
PROSCREENING LLC	PRE-EMPLOYMENT SCREENING - DAVIS, M	11/15/2024	130.00	PARK & RECREATI
Total PROSCREENING LLC:			294.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
RALLY APPRAISAL LLC				
RALLY APPRAISAL LLC	APPRAISAL - 2306 W 2ND AVE	11/14/2024	1,500.00	CH BUILDING PRO
RALLY APPRAISAL LLC	APPRAISAL - PARCEL 48-510-000-021	11/14/2024	1,500.00	CH BUILDING PRO
Total RALLY APPRAISAL LLC:			3,000.00	
RANGEMASTERS TRAINING CENTER				
RANGEMASTERS TRAINING CE	UNIFORM JOB SHIRTS	11/25/2024	613.95	AMBULANCE FUN
Total RANGEMASTERS TRAINING CENTER:			613.95	
RICE, MICAH				
RICE, MICAH	MILEAGE FOR FEMA ICS 300 COURSE	11/19/2024	192.96	FIRE FUND
RICE, MICAH	MEALS - FEMA ICS 300 COURSE	11/19/2024	40.64	FIRE FUND
RICE, MICAH	CDL B IDOT TEST - DRIVING	11/20/2024	39.50	FIRE FUND
Total RICE, MICAH:			273.10	
RICHARDSON, STEVE				
RICHARDSON, STEVE	S RICHARDSON GTR DSM PARTNERSHIP ST	10/30/2024	30.00	GENERAL FUND
Total RICHARDSON, STEVE:			30.00	
RT'S LAWN & LANDSCAPE LLC				
RT'S LAWN & LANDSCAPE LLC	BRUSH CLEAN UP - 306 N 9TH ST - ABATEM	11/21/2024	350.00	GENERAL FUND
Total RT'S LAWN & LANDSCAPE LLC:			350.00	
SCHAFFER ELECTRIC				
SCHAFFER ELECTRIC	LIB - ER SHUTOFF MOVE	11/13/2024	390.00	MAINTENANCE
SCHAFFER ELECTRIC	CH - ER SHUTOFF MOVE	11/13/2024	390.00	MAINTENANCE
Total SCHAFFER ELECTRIC:			780.00	
SIMPSON COLLEGE				
SIMPSON COLLEGE	EMPLOYEE TRAINING ROOM RENT	11/11/2024	2,000.00	GENERAL FUND
Total SIMPSON COLLEGE:			2,000.00	
SMITH'S SEWER SERVICE				
SMITH'S SEWER SERVICE	CLOGGED DRAIN IN KITCHEN	11/25/2024	154.00	FIRE FUND
Total SMITH'S SEWER SERVICE:			154.00	
STRYKER SALES LLC				
STRYKER SALES LLC	LUCAS DEVICE III STRYKER	11/18/2024	18,898.43	VEHICLE AND EQU
Total STRYKER SALES LLC:			18,898.43	
SUMMERCREST HILLS COMMERCIAL ASSOC INC				
SUMMERCREST HILLS COMME	COMMERCIAL ASSOC DUES 3RD QTR 2024	11/11/2024	626.21	WELLNESS CAMP
Total SUMMERCREST HILLS COMMERCIAL ASSOC INC:			626.21	
TELEFLEX LLC				
TELEFLEX LLC	EZ-IO DRIVER	11/06/2024	299.00	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total TELEFLEX LLC:			299.00	
THEISEN'S				
THEISEN'S	ANCHOR WEDGE	11/08/2024	21.96	SEWER FUND
THEISEN'S	GREASE GUN	11/14/2024	59.98	SEWER FUND
THEISEN'S	SUPPLIES	11/14/2024	77.62	SEWER FUND
THEISEN'S	GENERATOR	11/19/2024	799.97	ROAD USE TAX FU
THEISEN'S	CUTTING WHEEL	11/21/2024	27.93	SEWER FUND
Total THEISEN'S:			987.46	
TYLER TECHNOLOGIES INC				
TYLER TECHNOLOGIES INC	ERP	11/13/2024	435.00	GENERAL FUND
Total TYLER TECHNOLOGIES INC:			435.00	
UNITED HEALTHCARE COMM PLAN				
UNITED HEALTHCARE COMM P	BILLED IN ERROR: CHARGE CORRECTION	08/18/2024	388.73	AMBULANCE FUN
Total UNITED HEALTHCARE COMM PLAN:			388.73	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	PRE EMPLOYMENT SCREENING - RALLS	11/19/2024	476.00	SEWER FUND
Total UPHDM OCCUPATIONAL MEDICINE:			476.00	
VAN WYK, AUSTIN				
VAN WYK, AUSTIN	ICS 300 FEMA - MEALS & MILEAGE	11/15/2024	451.95	FIRE FUND
Total VAN WYK, AUSTIN:			451.95	
VAN ZANTE, TRACY				
VAN ZANTE, TRACY	ICS 300 FEMA COURSE EXPENSES	11/15/2024	193.93	FIRE FUND
VAN ZANTE, TRACY	MILEAGE FOR TEST OPERATOR IFSTB	11/20/2024	46.90	FIRE FUND
Total VAN ZANTE, TRACY:			240.83	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	FRANKLIN AVE	11/18/2024	18,239.53	SEWER CAPITAL P
VANDERPOOL CONSTRUCTION	FRANKLIN AVE	11/22/2024	15,409.50	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			33,649.03	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON POLICE BILL	11/15/2024	1,711.93	POLICE FUND
Total VERIZON WIRELESS:			1,711.93	
VISSER, MICHAEL				
VISSER, MICHAEL	CODE ENFORCEMENT CONF EXPENSES	11/13/2024	41.07	GENERAL FUND
Total VISSER, MICHAEL:			41.07	
WALK, DAVID				
WALK, DAVID	PATIENT OVERPAID RESPONSIBILITY	04/30/2024	150.00	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WALK, DAVID:			150.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - IT/MAINTENANCE	11/05/2024	27.32	MAINTENANCE
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - BLDG/ZONING	11/05/2024	68.07	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	11/05/2024	569.45	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - AMBULANCE	11/05/2024	1,701.26	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE	11/05/2024	3,011.49	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	11/05/2024	799.64	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC - VANS	11/05/2024	90.14	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREETS	11/05/2024	3,210.71	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	11/05/2024	966.22	SEWER FUND
Total WARREN COUNTY ENGINEER:			10,444.30	
WARREN COUNTY PHILANTHROPIC PARTNERSHIP				
WARREN COUNTY PHILANTHR	REFUND OVER PAYMENT	11/21/2024	150.00	POLICE FUND
Total WARREN COUNTY PHILANTHROPIC PARTNERSHIP:			150.00	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	ASHTON PARK EASEMENTS	10/31/2024	295.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			295.00	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	FY 25 1ST HALF DISPATCH SERVICE	07/10/2024	39,800.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			39,800.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	FALL CLEANUP ROLL OFFS	11/18/2024	2,621.97	GENERAL FUND
WASTE MANAGEMENT OF IOW	FALL CLEAN UP - APPLIANCES	11/18/2024	327.05	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			2,949.02	
WELLS FARGO CCER				
WELLS FARGO CCER	City CPR Training American Heart Shopcpr	10/31/2024	178.00	AMBULANCE FUN
WELLS FARGO CCER	Chuck Cross recognition cake Costco Whse #0	10/31/2024	47.98	FIRE FUND
WELLS FARGO CCER	Candy for Trunk or Treat Wm Supercenter #149	10/31/2024	94.83	FIRE FUND
WELLS FARGO CCER	cdl training - Justin Helgens, David McCurdy, Mi	10/31/2024	1,699.50	FIRE FUND
WELLS FARGO CCER	midazolam lorazepamMercyone Clive Pharmac	10/31/2024	34.80	AMBULANCE FUN
WELLS FARGO CCER	nremtNational Registry Emt	10/31/2024	32.00	AMBULANCE FUN
WELLS FARGO CCER	epi 1:10 and 1:1, glucose, solu medrol, mag sulf	10/31/2024	500.69	AMBULANCE FUN
WELLS FARGO CCER	refuel for 330 - Minnesota First Due Conference	10/31/2024	68.01	FIRE FUND
WELLS FARGO CCER	software expenseDayspring Goodbudget	10/31/2024	80.00	LIBRARY FUND
WELLS FARGO CCER	Business cardsCanva* I04311-44250723	10/31/2024	20.50	LIBRARY FUND
WELLS FARGO CCER	teen program expenseWalmart.Com	10/31/2024	11.35	LIBRARY FUND
WELLS FARGO CCER	teen program expenseWalmart.Com	10/31/2024	55.08	LIBRARY FUND
WELLS FARGO CCER	annual conference travel expenseDsm Parking	10/31/2024	6.00	LIBRARY FUND
WELLS FARGO CCER	annual conference travel expenseDsm Parking	10/31/2024	7.00	LIBRARY FUND
WELLS FARGO CCER	marketing expenseFlodesk.Com	10/31/2024	38.00	LIBRARY FUND
WELLS FARGO CCER	City Logo JacketSq *casual Rags Embroider	10/31/2024	53.00	GENERAL FUND
WELLS FARGO CCER	Lunch post-conference in Sioux CityBob Roes P	10/31/2024	32.85	GENERAL FUND
WELLS FARGO CCER	Conference HotelCourtyard Sioux City	10/31/2024	306.25	GENERAL FUND
WELLS FARGO CCER	Wednesday Night DinnerJackson Street Brewin	10/31/2024	20.40	GENERAL FUND
WELLS FARGO CCER	truck parts for Volvo dump truckGatr Truck	10/31/2024	275.02	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Moved all the accts to IT account instead of indi	10/31/2024	207.91-	GENERAL FUND
WELLS FARGO CCER	Repair tire A 339Downey Tire Pros	10/31/2024	15.98	FIRE FUND
WELLS FARGO CCER	Ahlers Employment Law Client Seminar - Admis	10/31/2024	85.00	GENERAL FUND
WELLS FARGO CCER	Ahlers Employment Law Client Seminar - Admis	10/31/2024	85.00	GENERAL FUND
WELLS FARGO CCER	Costume Party SuppliesWm Supercenter #1491	10/31/2024	31.76	PARK & RECREATI
WELLS FARGO CCER	Sports Programs WebsitePy *teamsideline.Com	10/31/2024	399.00	PARK & RECREATI
WELLS FARGO CCER	MYC Graduation CordsHonors Graduation	10/31/2024	139.00	PARK & RECREATI
WELLS FARGO CCER	Costume Party SuppliesDollartree	10/31/2024	15.00	PARK & RECREATI
WELLS FARGO CCER	Craft Class SuppliesWal-Mart #1491	10/31/2024	16.40	PARK & RECREATI
WELLS FARGO CCER	Costume Party DecorationsJoann Stores #2556	10/31/2024	54.99	PARK & RECREATI
WELLS FARGO CCER	Daddy Daughter Dance DecorationsHobby-Lob	10/31/2024	61.94	PARK & RECREATI
WELLS FARGO CCER	Trunk or Treat CandyWm Supercenter #1491	10/31/2024	114.64	PARK & RECREATI
WELLS FARGO CCER	Adobe Subscription CreditAdobe Inc.	10/31/2024	45.83-	PARK & RECREATI
WELLS FARGO CCER	Costume party DecorationsWal-Mart #1491	10/31/2024	37.10	PARK & RECREATI
WELLS FARGO CCER	Aquatic Conference Rental Car ReturnExpedia	10/31/2024	237.46-	POOL (MEMORIAL)
WELLS FARGO CCER	Aquatic Conference Rental Car ReturnExpedia	10/31/2024	50.00-	POOL (MEMORIAL)
WELLS FARGO CCER	Hotel stay for First Due ConferenceHoliday Inn	10/31/2024	126.47	FIRE FUND
WELLS FARGO CCER	Hotel stay for First Due ConferenceHoliday Inn	10/31/2024	126.47	FIRE FUND
WELLS FARGO CCER	Retirement award for Charles Cross 10/31/2024	10/31/2024	91.00	FIRE FUND
WELLS FARGO CCER	Pool Noodles for Group Water Exercise Classes	10/31/2024	261.70	WELLNESS CAMP
WELLS FARGO CCER	Supplies for Trunk or TreatWal-Mart #1491	10/31/2024	18.93	WELLNESS CAMP
WELLS FARGO CCER	Les Mills subscription for group exercise classe	10/31/2024	647.00	WELLNESS CAMP
WELLS FARGO CCER	All Staff Inservice suppliesWm Supercenter #14	10/31/2024	26.84	WELLNESS CAMP
WELLS FARGO CCER	Water, Granola Bars and BananasWm Superce	10/31/2024	15.47	WELLNESS CAMP
WELLS FARGO CCER	Conference ParkingDsm Parking 9th And Locus	10/31/2024	5.00	LIBRARY FUND
WELLS FARGO CCER	Conference ParkingDsm Parking 9th And Locus	10/31/2024	10.00	LIBRARY FUND
WELLS FARGO CCER	Friends T or TMenards Altoona Ia	10/31/2024	34.72	LIBRARY SPECIAL
WELLS FARGO CCER	Kids T or TWalmart.Com	10/31/2024	15.36	LIBRARY FUND
WELLS FARGO CCER	Friends T or TWalmart.Com	10/31/2024	79.12	LIBRARY SPECIAL
WELLS FARGO CCER	Circulating toysLakeshore Learning Mater	10/31/2024	506.55	LIBRARY FUND
WELLS FARGO CCER	ILA parkingDsm Parking 9th And Locus	10/31/2024	6.00	LIBRARY FUND
WELLS FARGO CCER	ILA conference with 19.03 personal to be reimb	10/31/2024	45.46	LIBRARY FUND
WELLS FARGO CCER	ILA parkingDsm Parking 9th And Locus	10/31/2024	7.00	LIBRARY FUND
WELLS FARGO CCER	WCCP activity wallDiscountsch 8006272829	10/31/2024	263.69	LIBRARY SPECIAL
WELLS FARGO CCER	WCCP activity wallDiscountsch 8006272829	10/31/2024	288.78	LIBRARY SPECIAL
WELLS FARGO CCER	Open House Hy-Vee Indianola	10/31/2024	266.98	SEWER FUND
WELLS FARGO CCER	Open House Hy-Vee Indianola	10/31/2024	14.57	SEWER FUND
WELLS FARGO CCER	Northern Tool	10/31/2024	187.83	SEWER FUND
WELLS FARGO CCER	Truck Toolbox Northern Tool	10/31/2024	591.81	SEWER FUND
WELLS FARGO CCER	Power washer reel Northern Tool	10/31/2024	328.81	SEWER FUND
WELLS FARGO CCER	Howard camera Ui.com	10/31/2024	69.00	CH BUILDING PRO
WELLS FARGO CCER	3D printer and supplies BambuLab	10/31/2024	1,700.92	VEHICLE AND EQU
WELLS FARGO CCER	Enterprise-8 PoE Ui.Com	10/31/2024	1,563.00	VEHICLE AND EQU
WELLS FARGO CCER	Networking Ubiquiti Inc	10/31/2024	49.98	GENERAL FUND
WELLS FARGO CCER	CIP Networking Ui.Com	10/31/2024	1,145.00	VEHICLE AND EQU
WELLS FARGO CCER	CIP Networking Ui.Com	10/31/2024	411.00	VEHICLE AND EQU
WELLS FARGO CCER	IWC Light Bulb stock 1000bulbs.com	10/31/2024	467.27	MAINTENANCE
WELLS FARGO CCER	CityHall back flow installation parts distribution	10/31/2024	48.57	MAINTENANCE
WELLS FARGO CCER	CityHall back flow installation parts distribution	10/31/2024	48.57	MAINTENANCE
WELLS FARGO CCER	CityHall back flow installation parts distribution	10/31/2024	48.57	MAINTENANCE
WELLS FARGO CCER	CityHall back flow installation parts distribution	10/31/2024	48.56	MAINTENANCE
WELLS FARGO CCER	IWC freemotion cable stock FreemotionCstmrSr	10/31/2024	418.32	MAINTENANCE
WELLS FARGO CCER	Fraud - investigation in process Aniloga.Com	10/31/2024	.58	MAINTENANCE
WELLS FARGO CCER	Registration fee for backflow certification class	10/31/2024	50.00	MAINTENANCE
WELLS FARGO CCER	City Hall backflow extra parts returned Menards	10/31/2024	42.79-	MAINTENANCE
WELLS FARGO CCER	Balance for Backflow certification class	10/31/2024	728.00	MAINTENANCE
WELLS FARGO CCER	Fraud charge reversal Aniloga.Com	10/31/2024	.58-	MAINTENANCE
WELLS FARGO CCER	IWC pressure switch and misc tools Supplyhous	10/31/2024	99.27	MAINTENANCE

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Parking - ILA conferenceDsm Parking 9th And L	10/31/2024	5.00	LIBRARY FUND
WELLS FARGO CCER	DinnerTst*centro	10/31/2024	23.24	LIBRARY FUND
WELLS FARGO CCER	Parking - ILA conferenceThe Greater Des Moin	10/31/2024	16.00	LIBRARY FUND
WELLS FARGO CCER	Teen ProgrammingWalmart.Com 8009256278	10/31/2024	63.36	LIBRARY FUND
WELLS FARGO CCER	Teen Programming - charged .24 for substitutio	10/31/2024	.24	LIBRARY FUND
WELLS FARGO CCER	Teen ProgrammingWalmart.Com 8009256278	10/31/2024	46.76	LIBRARY FUND
WELLS FARGO CCER	Teen ProgrammingWalmart.Com	10/31/2024	45.78	LIBRARY FUND
WELLS FARGO CCER	eBook subscription Overdrive Dist	10/31/2024	4,000.00	LIBRARY FUND
WELLS FARGO CCER	BulbsColorblends Flowerbulb	10/31/2024	418.60	PARK & RECREATI
WELLS FARGO CCER	Iowa Library Association Conference - parkingD	10/31/2024	10.00	LIBRARY FUND
WELLS FARGO CCER	Iowa Library Association Conference - parkingD	10/31/2024	7.00	LIBRARY FUND
WELLS FARGO CCER	Iowa Library Association Conference (pre-confe	10/31/2024	7.00	LIBRARY FUND
WELLS FARGO CCER	Iowa Library Association Conference (pre-confe	10/31/2024	4.00	LIBRARY FUND
WELLS FARGO CCER	Phones certificate renewalDnh*godaddy#33406	10/31/2024	199.98	GENERAL FUND
WELLS FARGO CCER	SIPSangoma US Inc	10/31/2024	62.28	GENERAL FUND
WELLS FARGO CCER	creditAdobe *adobe	10/31/2024	609.12-	GENERAL FUND
WELLS FARGO CCER	CreditAdobe *800-833-6687	10/31/2024	620.68-	GENERAL FUND
WELLS FARGO CCER	Adobe Licensing - account mergingAdobe Inc.	10/31/2024	59.66-	GENERAL FUND
WELLS FARGO CCER	Monthly bulk mailing subscriptionMailchimp	10/31/2024	135.00	GENERAL FUND
WELLS FARGO CCER	Adobe account mergeAdobe *adobe	10/31/2024	454.57	GENERAL FUND
WELLS FARGO CCER	Office ChairOffice Depot #1090	10/31/2024	213.99	GENERAL FUND
WELLS FARGO CCER	Evidence suppliesEvident Inc	10/31/2024	100.50	POLICE FUND
WELLS FARGO CCER	Evidence supplies shippingEvident Inc	10/31/2024	28.30	POLICE FUND
WELLS FARGO CCER	Detective suppliesEvident Inc	10/31/2024	161.00	POLICE FUND
WELLS FARGO CCER	for pumpkin - contestWal-Mart #1491	10/31/2024	16.79	POLICE FUND
WELLS FARGO CCER	Detective supplies - shipping amountEvident Inc	10/31/2024	108.15	POLICE FUND
WELLS FARGO CCER	supplies for Pumpkin-receipt was tossed away i	10/31/2024	8.29	POLICE FUND
WELLS FARGO CCER	RefundWalmart.Com	10/31/2024	22.49-	POLICE FUND
WELLS FARGO CCER	Public Safety night suppliesWal-Mart #1491	10/31/2024	46.14	POLICE FUND
WELLS FARGO CCER	Supplies for Public Safety appreciation - for pain	10/31/2024	139.66	POLICE FUND
WELLS FARGO CCER	RefundWalmart.Com	10/31/2024	11.10-	POLICE FUND
WELLS FARGO CCER	RefundWalmart.Com	10/31/2024	11.10-	POLICE FUND
WELLS FARGO CCER	adobe contractAdobe *adobe	10/31/2024	143.94	POLICE FUND
WELLS FARGO CCER	Fullerton FAA Part 107 exam feePsi Services LI	10/31/2024	175.00	POLICE FUND
WELLS FARGO CCER	Women in Leadership training BrownHomefront	10/31/2024	325.00	POLICE FUND
WELLS FARGO CCER	Supplies for Senior event at Activity CenterWm	10/31/2024	17.70	POLICE FUND
WELLS FARGO CCER	Hawkins NASRO Membership receiptNational A	10/31/2024	50.00	POLICE FUND
Total WELLS FARGO CCER:			20,593.79	
WOOSLEY LANDSCAPING & MOWING LLC				
WOOSLEY LANDSCAPING & M	MOWING - PARKS	11/25/2024	2,649.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	MOWING - MAC	11/25/2024	185.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	MOWING - LIBRARY	11/25/2024	90.00	LIBRARY FUND
Total WOOSLEY LANDSCAPING & MOWING LLC:			2,924.00	
ZIEGLER INC				
ZIEGLER INC	EQUIPMENT REPAIR UNIT#8	11/06/2024	172.22	ROAD USE TAX FU
ZIEGLER INC	UNIT 8 MINI LOADER REPAIR	11/10/2024	108.65	ROAD USE TAX FU
Total ZIEGLER INC:			280.87	
Grand Totals:			258,508.13	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
-------------	-------------	--------------	--------------------	------

City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2024- approving salaries

City of Indianola
RESOLUTION NO 2024-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

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

Blythe Eighmy, to Part-time Non-benefitted IWC Lifeguard, \$11.25/hour, effective December 2, 20204; and

Noel Lloyd, to Part-time EMT, 2B, \$24.937/hour, effective December 4, 2024; and

Wade Wagoner, to Full-time Deputy City Manager – Chief of Development and Operations, \$150,267.78/year, effective December 12, 2024; and

Tara Bosteder, Full-time Community Development Office Assistant, to 2A.5, \$51,016.53/year, effective December 15, 2024; and

Lejla Babic-Kooi, to Part-time Non-benefitted IWC Lifeguard, \$11.25/hour, effective December 16, 20204.

BE IT FURTHER RESOLVED that the city staff is hereby authorized to execute the resolution to issue payroll checks and make all required supporting payroll payments as required per the personnel manual or required by law.

Passed and approved this 2nd day of December 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Greg Chia, Fire Chief
Date: December 2, 2024
Subject: Receive and file the October 2024 EMS Billing Activity Report.

Introduction:

Background:

Discussion:

New Total Billable; \$158,111.97	All Accounts Collected Old/New; \$97,808.29
Billable Transports; \$149,217.90	Non-Transports Collected; \$1452.42
Non-Transports Billable; \$2400.00	Unidentified Payments Collected; 0
Total Non-Billable; (\$8,894.07)	Refunds; (\$942.03)
ALS Tier; 0	Accounts Closed; 0 Forward to Iowa Income Offset; (\$11,884.50)
	Bad-Debt-Write Off; Account Closed Other; (\$2134.00) Account Closed Deceased; 0 Account Closed Unfreeze; (\$438.00)
Total Accounts Created; \$149,217.90	Net Total Collected; \$96,866.26

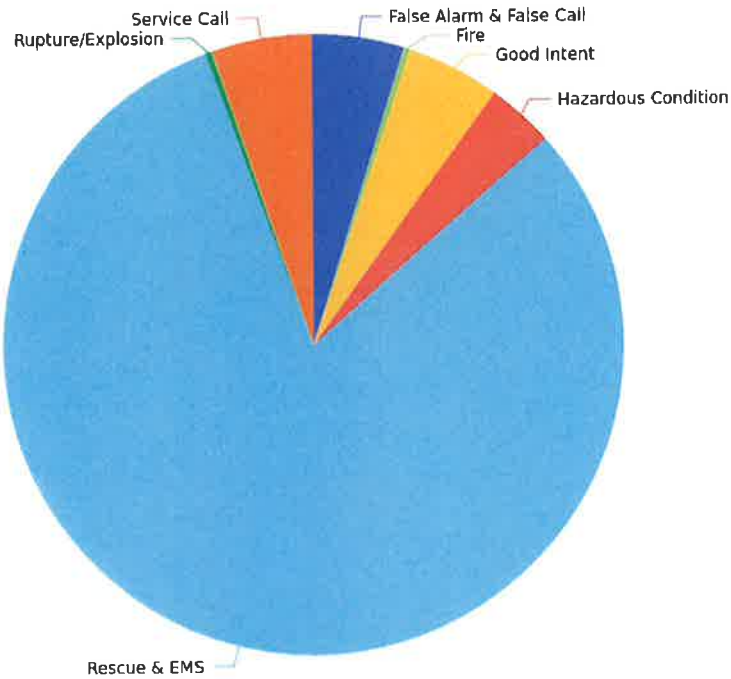
Budget Impact: The above activity shows the Trubank Account; \$217,009.31 and the Bankers Trust Account, \$118,975.52.

Recommendation: File report.

Attachments: 1. Report



Incident Type Summary - Previous Calendar Month



INCIDENT TYPE SERIES	INCIDENT TYPE SERIES NAME	COUNT	PERCENT
100	Fire	1	0.35%
200	Rupture/Explosion	1	0.35%
300	Rescue & EMS	232	80.84%
400	Hazardous Condition	10	3.48%
500	Service Call	15	5.23%
600	Good Intent	14	4.88%
700	False Alarm & False Call	14	4.88%
Total		287	100.00%



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Discussion regarding membership in the Greater Des Moines Convention and Visitors Bureau.

Recommendation:

Attachments: 1. 28E Greater DM Tourism & Convention Agreement



Matt Schultz
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M506564

9/6/2013 2:09:50 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Clive	City	Polk
Party 2	City of Indianola	City	Warren
Party 3	City of Des Moines	City	Polk
Party 4	City of Johnston	City	Polk
Party 5	County of Polk	County	Polk

**Enter "Other" if
not in Iowa*

Item 2. The type of Public Service included in this agreement is: 0 Unknown Service Type
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)

Addition of the City of Indianola to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in Des Moines, IA

Item 4. The duration of this agreement is: (check one) ☐ Agreement Expires ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☒ **NO**

☐ **YES** Filing # of the agreement:

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Cortum **FIRST** Name Joyce

Title Deputy City Clerk Department Deputy City Clerk

Email jcortum@cityofclive.com Phone 515-223-6220



FOR OFFICE USE ONLY:

9/6/2013 2:09:50 PM

[illegible]

Page 98 of 405

AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT FOR THE PROMOTION OF
TOURISM AND CONVENTION ACTIVITIES
IN THE GREATER DES MOINES AREA

This Amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area (Amendment) is made and entered into this 15 day of October, 2012, by and among the City of Altoona, Iowa, the City of Ankeny, Iowa, the City of Clive, Iowa, the City of Des Moines, Iowa, the City of Grimes, Iowa, the City of Johnston, Iowa, the City of Perry, Iowa, the City of Pleasant Hill, Iowa, the City of Urbandale, Iowa, the City of West Des Moines, Iowa, the City of Windsor Heights, Iowa, and the County of Polk, Iowa (collectively, the "Existing Parties") and the City of Indianola, Iowa.

WHEREAS, each of the Existing Parties is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area entered into pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed for record in Polk County, Iowa on May 13, 1985 at Book 5452, Page 479 (the "Agreement"); and

WHEREAS, pursuant to Article V(G) of the Agreement, the Existing Parties desire to amend the Agreement to admit, as a new party to the Agreement, the City of Indianola, Iowa; pursuant to the terms and conditions of this Amendment; and

WHEREAS, the City of Indianola, Iowa desires to enter into this Amendment for the purpose of becoming a party to the Agreement, pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to the Amendment agree as follows:

1. The following new paragraph is hereby added at the end of Article V(G) of the Agreement:

Notwithstanding the foregoing, the City of Indianola, Iowa, is hereby admitted as a party to this Agreement, effective November 30, 2012, and such municipality shall abide by all of the terms and conditions of this Agreement. Except as otherwise set forth below, with respect to its financial obligations during the period November 30, 2012 to June 30, 2014, the Mayor of the City of Indianola or his or her designee shall serve as an ex-officio member of the Board only and shall not be entitled to vote on matters presented to the Board for consideration.

2. The following new paragraph is hereby added at the end of the Agreement:

Notwithstanding the foregoing, during the period November 30, 2012 to June 30, 2015, the financial obligations of the City of Indianola to the CVB is as follows: (1) during the period November 30, 2012 to June 30, 2013, the City

of Indianola shall pay directly to the CVB \$2727.67, which is one-half of one-seventh of its Hotel-Motel Tax Revenues for use by the CVB in accordance with the terms of this Agreement. (2) during the period July 1, 2013 to June 30, 2014, the City of Indianola shall pay directly to the CVB at least one-seventh of its Hotel-Motel Tax Revenue for use by the CVB in accordance with the terms of this Agreement. All such payments shall be made in accordance with the terms of this Section as set forth above. (3) during the period July 1, 2014 to June 30, 2015, the City of Indianola shall pay directly to the CVB at least two-sevenths of its Hotel-Motel Tax Revenue for use by the CVB in accordance with the terms of this Agreement.

3. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
4. The Existing Parties hereby represent that pursuant to Article V(G) of the Agreement, the admission of the City of Indianola to the Agreement has been approved by Board members holding 2/3 of the votes under the Agreement and is evidenced by the Board resolution attached hereto as Exhibit A and incorporated herein by reference.
5. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State of Iowa and recorded with the Polk County Recorder.

In witness whereof, the undersigned Joint Board for the Promotion of the Greater Des Moines, Iowa Area, on behalf of the Municipalities and the County, and the City of Indianola, Iowa have executed this Amendment.

JOINT BOARD FOR THE PROMOTION OF
THE GREATER DES MOINES, IOWA AREA

By: _____
Its: _____

CITY OF Indianola, Iowa


Mayor

ATTEST:


City Clerk

CITY OF CLIVE, IOWA

Mayor

ATTEST:

Pamela L. Blessman

City Clerk

CITY OF DES MOINES, IOWA

Mayor

ATTEST:

City Clerk

CITY OF JOHNSTON, IOWA

Mayor

ATTEST:

City Clerk

COUNTY OF POLK, IOWA

Chairperson, Board of Supervisors

ATTEST:

County Auditor

CITY OF URBANDALE, IOWA

Mayor

ATTEST:

City Clerk

CITY OF WEST DES MOINES, IOWA

Mayor

ATTEST:

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

Mayor

ATTEST:

City Clerk

CITY OF ALTOONA, IOWA

Mayor

ATTEST:

City Clerk

CITY OF CLIVE, IOWA

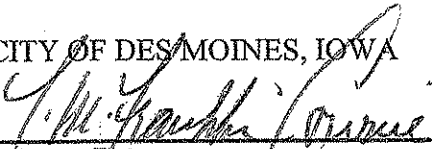
ATTEST:

Mayor

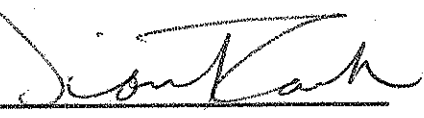
City Clerk

CITY OF DES MOINES, IOWA

ATTEST:



Mayor **T. M. Franklin Cownie**



City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

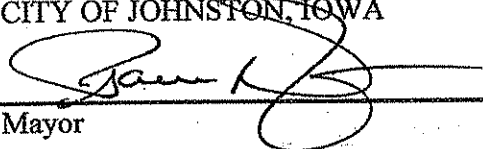
ATTEST:

Mayor

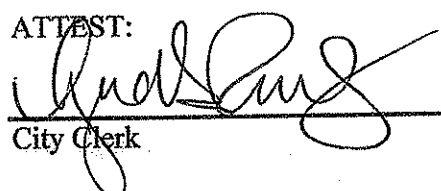
City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:



Mayor



City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

John F. Maus 11/6/12
Acting Chairperson, Board of Supervisors

James H. Hall
County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

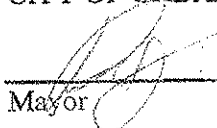
ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:



Mayor



City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

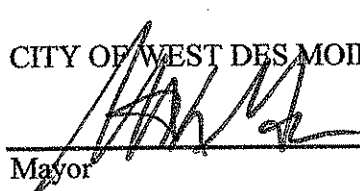
ATTEST:

Mayor

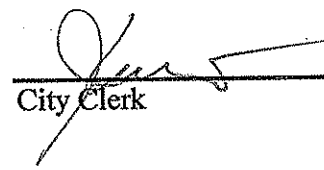
City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:



Mayor



City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

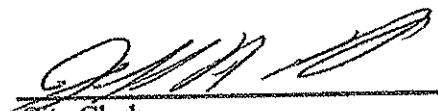
City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:



Mayor



City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

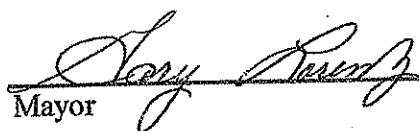
Ann Skip Conley

Mayor

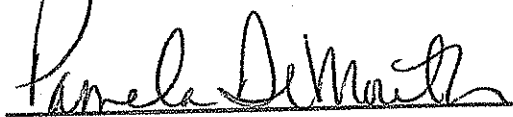
David Laro

City Clerk

CITY OF ANKENY, IOWA


Mayor

ATTEST:


City Clerk

CITY OF GRIMES, IOWA

Mayor

ATTEST:

City Clerk

CITY OF PERRY, IOWA

Mayor

ATTEST:

City Clerk

CITY OF PLEASANT HILL, IOWA

Mayor

ATTEST:

City Clerk

CITY OF ANKENY, IOWA

ATTEST:

Mayor

City Clerk

CITY OF GRIMES, IOWA

ATTEST:



Mayor



City Clerk

CITY OF PERRY, IOWA

ATTEST:

Mayor

City Clerk

CITY OF PLEASANT HILL, IOWA

ATTEST:

Mayor

City Clerk

CITY OF ANKENY, IOWA

ATTEST:

Mayor

City Clerk

CITY OF GRIMES, IOWA

ATTEST:

Mayor

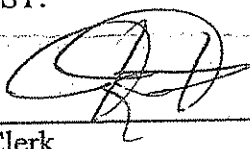
City Clerk

CITY OF PERRY, IOWA

ATTEST:



Mayor



City Clerk

CITY OF PLEASANT HILL, IOWA

ATTEST:

Mayor

City Clerk

CITY OF ANKENY, IOWA

ATTEST:

Mayor

City Clerk

CITY OF GRIMES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF PERRY, IOWA

ATTEST:

Mayor

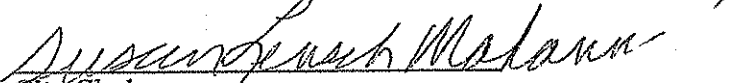
City Clerk

CITY OF PLEASANT HILL, IOWA

ATTEST:



Mayor



City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Hillcrest/Downtown Unified Urban Renewal Plan

Introduction: The Indianola City Council set a public hearing for December 2 regarding an amendment to the Unified Hillcrest-Downtown Urban Renewal Plan.

Background: A consultation meeting with other taxing entities was held on November 12, 2024. A representative from the Indianola Community School District attend the meeting. No written comments were received from the taxing entities regarding the proposed amendment.

Discussion: Included in the packet are the consultation meeting minutes, the adopting resolution and the proposed TIF ordinance.

Budget Impact:

Recommendation: Council is asked to hold a public hearing, then consider the resolution and ordinance for the Hillcrest/Downtown Unified Urban Renewal Plan.

Attachments:

1. November 12 2024 Consultation Meeting Minutes
2. Amend No. 8 to Unified URP - Authorizing Resolution
3. Amend No. 8 to Unified URP - Ordinance

The City of Indianola held a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on November 12, 2024, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa concerning a proposed Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, a proposed Kentucky Ridge/North 6th Street Urban Renewal Plan for a proposed Kentucky Ridge/North 6th Street Urban Renewal Area, and a proposed Summercrest Hills Urban Renewal Plan for a proposed Summercrest Hills Urban Renewal Area.

Chad Vink, Indianola Community School District, attended the consultation. The consultation included a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Areas, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Areas, and the duration of any bond issuance included in the Amendment Urban Renewal Plans. No representative from Warren County was in attendance.

No written recommendations for modifications to the proposed division of revenue were received from the affected taxing entities.

Dated this 18th day of November 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 2, 2024

7:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Public hearing on the proposed Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan
- 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 the Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan

IMPORTANT INFORMATION

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

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

December 2, 2024

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 8 to the Hillcrest/Downtown Unified 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 Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that NO 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 comments had been filed with respect to the proposed Amendment, and the City Clerk reported that NO written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of comments here,
or include summary of comments in meeting minutes}

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. 8 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, 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 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. 8 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN

WHEREAS, the City of Indianola, Iowa (the "City") adopted the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area by Resolution No. 11-94 on July 5, 1994, and subsequently amended the Hillcrest Urban Renewal Plan six times; and

WHEREAS, the City adopted the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area by Resolution No. 08-01 on September 4, 2001 and subsequently amended the Downtown Urban Renewal Plan two times; and

WHEREAS, the City adopted the Hillcrest/Downtown Unified Urban Renewal Plan (the "Unified Plan" or "Unified Urban Renewal Plan") for the Hillcrest/Downtown Unified Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, by Resolution No. 2015-44 on November 16, 2015, when the City unified the existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas; and

WHEREAS, the Unified Plan has subsequently been amended seven times, lastly by Amendment No. 7 to the Unified Plan, adopted in 2022; and

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

HILLCREST ORIGINAL URBAN RENEWAL 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.)

HILLCREST AMENDMENT NO. 1 SUBAREA

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.)

HILLCREST AMENDMENT NO. 2 SUBAREA

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

HILLCREST AMENDMENT NO. 3 SUBAREA

All of the SW 1/4 SE 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 1/4 NW 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 1/2 of the NW 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 1/4 SE 1/4 of Section 12-76-24 including all adjacent Public Right of Way and Road Easements of record.

Part of the SE 1/4 SE 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 1/4 SE 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.

HILLCREST AMENDMENT NO. 4 SUBAREA

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 ½ 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 ½ of Outlot 1 in Berry's Addition to Indianola, Iowa.

The W ½ of the East 60 feet of the S ½ of Outlot 1 in Berry's Addition to the City of Indianola, Iowa, also known as the W ½ 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 ¼ of the Southwest ¼ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat 1 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.

AND

DOWNTOWN ORIGINAL URBAN RENEWAL AREA

Beginning at the intersection of Highway 65/69 and Highway 92, then North on Highway 65/69 to Franklin Avenue, then West to North 1st Street, then South on North 1st Street to East Detroit Avenue, then West on East Detroit Avenue to North Buxton Street, then South on North Buxton Street to Boston Avenue, then West on Boston Avenue to B Street, then South on B Street to Highway 92, then East on Highway 92 to the point of beginning.

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

DOWNTOWN AMENDMENT NO. 1 SUBAREA

All of Blocks 1, 2, 3, 4, & 8 of South Indianola Addition; all of Blocks 3 & 4 of Hayworths Addition; all of Blocks 3, 4, 9, 10, & 15 of East Indianola Addition; all of Parcel A and Parcel B of Auditors Outlot 93, and Parcel D, E, & F of former Railroad Right of Way west of Auditors Outlots 103, 104, & 106, and all of Auditors Outlots 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, and former Railroad Right of Way; all of Blocks 13, 14, & 15 Windles Addition; all of the public street Right of Ways of record adjacent thereof.

DOWNTOWN AMENDMENT NO. 2 SUBAREA

All of Block 24, Original Town Plat; all of Blocks 18 and 19, Jones and Windles Addition; All of Lots 15 and 16, Jones and Windles Outlots; All of North/South alley between Lots 15 and 16, Jones and Windles Outlots and Block 31, Cheshires Addition; All of Blocks 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Cheshires Addition; All of Block 4, Fairview Addition; All of Lots 4, 5 and 6, Block 3 and North/South alley between Lots 4, 5 and 6, Block 3, Fairview Addition; All of Lots 1 and 9, Van-El Addition; All of Auditor's Outlot 121; Lots 1 through 11 of Day's Outlots; All of Lot 122 of Auditor's Outlots; Lots 1, 2, 3 and 24 of Replat of Lots 45 through 52 of Kenwood Place; Lots 1, 2 and 3 of Kenwood Place; All of Parcel G in the NE ¼ of the SW ¼ of Section 26, Township 76 North, Range 24, Lots 5 and 6, Leonard Subdivision, Plat 2; Beginning at a point 2119.55' east and 559.0' south of the NW corner of the North ½ of the SW ¼ of Section 26, Township 76 North, Range 24, Thence South 300' to North right-of-way, Thence West 200', thence North 300', thence East 200' to point of beginning. Lots 1, 2, 3, 4 and 5 in Leonard's Subdivision; Parcels A, B and C in the NW ¼ of the SW ¼ of Section 26, Township 76 North, Range 24; The West 150' of the NW ¼ of Section 26, Township 76 North, Range 24; Lots 1, 2, 3,

4 and 5 of the Newsome Subdivision; The West 677.6' of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the South 436' of Section 23, Township 76 North, Range 24; The East 150' of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 76 North, Range 24; The East 150' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; The east 660' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24, The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ Section 27, Township 76 North, Range 24; And the South 421.5' of the North 1066.1' of East 319' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Outlot X of Wesley Corner Plat 1; The East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Lot 1 of Naberhaus Subdivision; Lots 1, 2 and 3 of the Subdivision of Lot 1, except the South 125' of the Naberhaus Subdivision Plat 2; South 125' of Lot 1 of Naberhaus Subdivision Plat 2; South 150' of East 512.5' and the West 2' of the East 512.15' of North 125' South 275' of Lot 2 Naberhaus Subdivision Plat 2; The East 512.15' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of 1 Section 34, Township 76 North, Range 24, except the North 950'; East 512.15' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ except the South 438.9' of Section 34, Township 76 North, Range 24; Lots 1, 2, 3, 39, 40 and 41 Deer Run Plat 2; Lot 1 Deer Run Plat 4; All portions of Lot 3 Deer Run Subdivision which lies in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; All portions of Lot 3 Deer Run Subdivision which lies in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Parcel A of Lot 3 Deer Run Plat the West 430' of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 26, Township 76 North, Range 24; The West 430' of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 76 North, Range 24 except Deer Run Subdivision Plat 2; The West 430' of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 35, Township 76 North, Range 24 which lies within the corporate limits except for Deer Run Subdivision Plat 2: Lot 1 and Lots 8 through 29 Lennie's Subdivision; Lots 1 through 7 Block 2, Buxton Addition; Lots 1 and 2, Block 1, Buxton Addition: Lots 1, 2 and Outlot X in the F.S.I. Addition; Auditor's Outlot 123; All of Blocks 1, 4 and 5 of Day's Addition; Auditor's Outlots 133, 134, 135, 137, 138 and Lot 136 except the South 282' and Lot A of Auditor's Outlot 139, 140 and 141; All of Auditor's Outlots 142, 143, 144, 145 and 146, all of the Public Alley and Street Right of Ways of Record Adjacent Thereof.

The Unified Urban Renewal Area also includes the full boundary of any City-owned right-of-way within or adjacent to any Hillcrest Urban Renewal Subarea and any Downtown Urban Renewal Subarea as unified by the Hillcrest/Downtown Unified Urban Renewal Plan.

UNIFIED AMENDMENT NO. 1 SUBAREA

The following property was REMOVED from the Area by Unified Amendment No. 1:

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 the 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 the Northeast corner of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-76-23 to the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23 to the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23; thence East along the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23, 660' to East line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20-76-23, thence South along the East line of the of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23 to 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).

UNIFIED AMENDMENT NO. 2 SUBAREA

The South 50' of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The South 50' of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), lying East of the railroad right-of-way, of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The East Half of the North Three-quarters of the East Half (E $\frac{1}{2}$ N $\frac{3}{4}$ E $\frac{1}{2}$), lying East of the railroad right-of-way, of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, except the West 306.32 feet of Lots One and Two; Lot Three; Lot Four, except the North 38 feet thereof; and Lots Five, Six, Seven, Eight, Nine, Ten and Eleven of the Indianola Industrial Park Addition to the City of Indianola, Iowa; and except a tract beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), thence North 16 rods, thence East 10 rods, thence South 16 rods, thence West 10 rods to point of beginning; and except Lot Two on the Indianola Industrial Park Plat Two, an Official Plat in Indianola, Iowa; and except Tract "D" on the plat of survey prepared by Anderson-Bogert Engineers and Surveyors, Inc., and recorded at Irregular Plat Book 6, Page 14 of Indianola, with the Recorder of Warren County, Iowa; and except the South 11.92 acres of the West Half of the Southeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) lying East of the railroad right-of-way, except the East 30 feet thereof; and,

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa (Parcel IDs 49023200440, 49023200441, 49023200460, 49023200462, 49023200469, 49023200500, 49023200620, 49023200643 and 49023200644); and

The North 33' of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa.

UNIFIED AMENDMENT NO. 3

No land added or removed.

UNIFIED AMENDMENT NO. 4 SUBAREA

(REMOVED the following property from the Urban Renewal Area)

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in Warren County, Iowa

UNIFIED AMENDMENT NO. 5 SUBAREA

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in Warren County, Iowa

AND

Parcel "D" as shown on the Plat of Survey, recorded November 21, 2016, in Book 2016 Page 10418 of the Warren County Recorder's Office, Iowa, and as more particularly described as:

Beginning at the Southwest Corner of LOT 1 in said LANGFITT SUBDIVISION PLAT NO.2; thence South 87°50'46" East along the South Line of said LOT 1, a distance of 590.00 feet to the Southeast Corner of said LOT 1 and the Southwest Corner of said LOT 2; thence North 00°01'10" East along the East Line of said LOT 1 and the West Line of said LOT 2, a distance of 476.32 feet ; thence North 89°40'27" East, a distance of 118.72 feet; thence South 01°12'59" East, a distance of 582.13 feet to a point on the South Line of the North 100 feet of the Southwest Quarter of said Section 18; thence North 87°50'46" West along the South Line of the North 100 feet of the Southwest Quarter of said Section 18, a distance of 721.49 feet to a point on the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69; thence North 00°05'43" East along the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69, a distance of 100.06 feet to the Point of Beginning, containing 3.02 Acres, subject to all easements, covenants and restrictions.

AND

Lot 1 in DeYarman Park Minor Subdivision, now included in and forming park of the City of Indianola, Iowa

AND

Lot A in DeYarman Park Minor Subdivision, now included in and forming park of the City of Indianola, Iowa

AND

The North 100' of the Northeast Quarter of the Southwest Quarter, except for the DeYarman Park Minor Subdivision, of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa

AND

The North 100' of the Northwest Quarter of the Southeast Quarter of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, lying west of the Railroad Right-of-way

UNIFIED AMENDMENT NO.6

No land added or removed.

UNIFIED AMENDMENT NO.7

No land added or removed.

WHEREAS, a proposed Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment") for the 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 remove land from the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 8 removes the following land from the Urban Renewal Area:

Area to be removed from Indianola Hillcrest 4 (Amendment No. 4 to Hillcrest URA):

All those portions in the S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

AND

All those portions in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT the North 100 feet thereof AND EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa EXCEPT the North 100 feet thereof

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Lot 4, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County,

Area to be removed from Indianola Downtown Amended (Amendment No. 1 to Downtown URA):

All those portions in the SW ¼ of SW ¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa.

Area to be removed from Indianola Downtown Amended Hwy 92 West (Amendment No. 2 to Downtown URA):

All those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

Beginning at a Northwesterly corner of Lot 1 of Deer Run Plat 8, an Official Plat, recorded in the Office of the Warren County Recorder in Instrument #: 2022-07825, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 88°59'03" East, along the said South right-of-way line, a distance of 484.37 feet;

THENCE South 89°45'56" East, along the said South right-of-way line, a distance of 630.02 feet;

THENCE South 89°48'32" East, along the said South right-of-way line, a distance of 90.19 feet;

THENCE South 89°45'54" East, along the said South right-of-way line, a distance of 254.86 feet, to the West line of Parcel A, recorded in the Office of the Warren County Recorder in Book 10, Page 9;

THENCE South 0°19'51" West, along the said West line, a distance of 370.31 feet;

THENCE North 89°40'09" West, a distance of 533.38 feet;

THENCE along a curve to the left having a radius of 290.00 feet, a delta of 17°01'08", an arc length of 86.14 feet and a chord which bears North 81°09'35" West having a chord distance of 85.82 feet;

THENCE North 72°39'02" West, a distance of 28.63 feet;

THENCE South 11°38'18" East, a distance of 250.12 feet;

THENCE South 12°43'23" West, a distance of 98.24 feet;

THENCE South 57°35'26" West, a distance of 68.62 feet;

THENCE North 77°25'13" West, a distance of 94.05 feet;

THENCE North 63°24'57" West, a distance of 338.07 feet;

THENCE North 25°14'25" West, a distance of 91.70 feet;

THENCE North 44°25'11" East, a distance of 124.33 feet;

THENCE North 0°11'13" West, a distance of 115.39 feet;

THENCE South 89°48'47" West, a distance of 272.16 feet, to a corner of said Lot 1;

THENCE, continuing, South 89°48'47" West, along a Southerly line of said Lot 1, a distance of 200.00 feet, to the Southwesterly corner of said Lot 1, said point also being the East right-of-way line of South Y Street, as presently established;

THENCE North 0°14'11" West, along the West line of said Lot 1, a distance of 200.03 feet;

THENCE North 11°43'02" East, along the said West line, a distance of 59.45 feet;

THENCE along a curve to the left having a radius of 25.00 feet, a delta of 79°22'29", an arc length of 34.63 feet and a chord which bears North 51°15'14" East having a chord distance of 31.93 feet, to the POINT OF BEGINNING, containing 14.63 acres, more or less

AND

All those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:
 COMMENCING at the Northeasterly corner of said Lot 3, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;
 THENCE South 0°16'09" West, along the East line of said Lot 3, a distance of 684.91 feet, to a Northeasterly corner of said Lot 3, which is also the POINT OF BEGINNING;
 THENCE North 88°44'33" East, along the Northerly line of said Lot 3, a distance of 100.47 feet, to a Northeasterly corner of said Lot 3;
 THENCE South 0°11'56" West, along the Easterly line of said Lot 3, a distance of 468.14 feet, to a Northeasterly corner of said Lot 3;
 THENCE North 89°11'10" East, along a Northerly line of said Lot 3, a distance of 142.87 feet, to a Northeasterly corner of said Lot 3;
 THENCE South 0°35'17" East, along an Easterly line of said Lot 3, a distance of 545.71 feet, to a Northeasterly corner of said Lot 3;
 THENCE South 88°44'12" East, along a Northerly line of said Lot 3, a distance of 386.90 feet, to a Northerly corner of Lot 1, Deer Run, said point also being the West right-of-way line of South R Street;
 THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 335.00 feet, a delta of 25°54'31", an arc length of 151.48 feet and a chord which bears South 50°04'59" East having a chord distance of 150.20 feet, to a point on the said West right-of-way;
 THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 265.00 feet, a delta of 37°02'17", an arc length of 171.31 feet and a chord which bears South 44°56'59" East having a chord distance of 168.34 feet, to a point on the said West right-of-way;
 THENCE South 25°26'49" East, along the said West right-of-way, a distance of 23.83 feet, to a Northerly corner of said Lot 1;
 THENCE South 52°40'38" West, along a Northerly line of said Lot 1, a distance of 179.42 feet, to a Northerly line of said Lot 1;
 THENCE North 88°31'03" West, a distance of 492.45 feet;
 THENCE North 1°28'57" East, a distance of 150.27 feet;
 THENCE along a curve to the left having a radius of 280.00 feet, a delta of 6°59'57", an arc length of 34.20 feet and a chord which bears North 62°06'26" West having a chord distance of 34.18 feet;
 THENCE North 58°36'28" West, a distance of 175.22 feet;
 THENCE a curve to the left having a radius of 280.00 feet, a delta of 20°51'54", an arc length of 101.97 feet and a chord which bears North 48°10'31" West having a chord distance of 101.40 feet;
 THENCE South 64°14'50" West, a distance of 159.85 feet;
 THENCE North 45°22'52" West, a distance of 528.88 feet;
 THENCE North 0°00'00" East, a distance of 678.32 feet;
 THENCE North 15°27'57" West, a distance of 295.82 feet;
 THENCE North 0°00'00" West, a distance of 78.74 feet;
 THENCE South 89°40'09" East, a distance of 471.08 feet;
 THENCE along a curve to the right having a radius of 60.00 feet, a delta of 89°40'09", an arc length of 93.90 feet and a chord which bears South 44°50'05" East having a chord distance of 84.61 feet;
 THENCE South 2°14'15" East, a distance of 256.12 feet;
 THENCE North 90°00'00" East, a distance of 60.00 feet;

THENCE North 85°19'38" East, a distance of 6.58 feet, to the POINT OF BEGINNING, containing 24.25 acres, more or less.

WHEREAS, by resolution adopted on November 4, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 8 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 8 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. 8 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 Indianola Record Herald, 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. 8, 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. 8 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 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. 8 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 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 Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, 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. 8 to the Hillcrest/Downtown Unified 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. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan for the City of Indianola, State of Iowa"; Amendment No. 8, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 8 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 8 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. 8 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. 8, 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 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

AMENDMENT NO. 8

TO

**HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

Hillcrest Urban Renewal Area – 1994
Amendments #1 – #6
(#1 – 1998, #2 – 2001, #3 – 2005, #4 – 2009, #5 – 2010, #6 – 2015)

Downtown Urban Renewal Area – 2001
Amendment #1 – 2005
Amendment #2 – 2007

Unified Urban Renewal Plan 2015
Amendment No. 1 – 2019
Amendment No. 2 - 2019
Amendment No. 3 - 2020
Amendment No. 4 – 2021
Amendment No. 5 - 2021
Amendment No. 6 – 2021
Amendment No. 7 – 2022
Amendment No. 8 - 2024

**AMENDMENT NO. 8
TO THE
HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

The Hillcrest/Downtown Unified Urban Renewal Plan (the “Plan” or “Unified Plan”) for the Hillcrest/Downtown Unified Urban Renewal Area (the “Area” or “Urban Renewal Area”) was adopted in 2015 when the City of Indianola (the “City”) unified the City’s existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas. The Unified Plan has been amended twice in 2019, once in 2020, three times in 2021, and once in 2022.

The City is further amending the Unified Plan with the adoption of this Amendment No. 8 (“Amendment No. 8” or “Amendment”) to remove land from the Urban Renewal Area. This Amendment does not make any other changes to the Plan or Area.

Except as modified by this Amendment No. 8, the provisions of the Unified Plan, as previously amended, 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 No. 8 shall control. Any subsections not mentioned in this Amendment No. 8 shall continue to apply to the Unified Plan, as previously amended.

DESCRIPTION OF URBAN RENEWAL AREA

The legal description of the property being removed from the Urban Renewal Area is attached hereto as Exhibit A. A map of the Hillcrest/Downtown Unified Urban Renewal Area, as amended by this Amendment No. 8, is attached hereto as Exhibit B.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Elevate Indianola Comprehensive Plan, adopted by the City in May 2020. The goals and objectives of the Plan, as previously amended, and the projects outlined in this Amendment, are in conformity with the Elevate Indianola Comprehensive Plan.

The Unified Plan, as amended, does not in any way replace or modify the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, if any, is set forth in the Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

FINANCIAL DATA

1.	Current constitutional debt limit:	\$58,884,886
2.	Current outstanding general obligation debt:	\$32,375,000
3.	No proposed indebtedness, as no urban renewal projects are being added by this Amendment.	N/A

EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

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. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

REPEALER AND SEVERABILITY CLAUSE

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

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

EXHIBIT A
LAND TO BE REMOVED
FROM THE HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL AREA BY AMENDMENT NO. 8

Area to be removed from Indianola Hillcrest 4 (Amendment No. 4 to Hillcrest URA):

All those portions in the S ½ of SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

AND

All those portions in the NW ¼ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND

The NW ¼ of the SE ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT the North 100 feet thereof AND EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North ½ of the SW¼ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa EXCEPT the North 100 feet thereof

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Lot 4, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County,

Area to be removed from Indianola Downtown Amended (Amendment No. 1 to Downtown URA):

All those portions in the SW ¼ of SW ¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa.

Area to be removed from Indianola Downtown Amended Hwy 92 West (Amendment No. 2 to Downtown URA):

All those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

Beginning at a Northwesterly corner of Lot 1 of Deer Run Plat 8, an Official Plat, recorded in the Office of the Warren County Recorder in Instrument #: 2022-07825, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 88°59'03" East, along the said South right-of-way line, a distance of 484.37 feet;

THENCE South 89°45'56" East, along the said South right-of-way line, a distance of 630.02 feet;

THENCE South 89°48'32" East, along the said South right-of-way line, a distance of 90.19 feet;

THENCE South 89°45'54" East, along the said South right-of-way line, a distance of 254.86 feet, to the West line of Parcel A, recorded in the Office of the Warren County Recorder in Book 10, Page 9;

THENCE South 0°19'51" West, along the said West line, a distance of 370.31 feet;

THENCE North 89°40'09" West, a distance of 533.38 feet;

THENCE along a curve to the left having a radius of 290.00 feet, a delta of 17°01'08", an arc length of 86.14 feet and a chord which bears North 81°09'35" West having a chord distance of 85.82 feet;

THENCE North 72°39'02" West, a distance of 28.63 feet;

THENCE South 11°38'18" East, a distance of 250.12 feet;

THENCE South 12°43'23" West, a distance of 98.24 feet;

THENCE South 57°35'26" West, a distance of 68.62 feet;

THENCE North 77°25'13" West, a distance of 94.05 feet;

THENCE North 63°24'57" West, a distance of 338.07 feet;

THENCE North 25°14'25" West, a distance of 91.70 feet;

THENCE North 44°25'11" East, a distance of 124.33 feet;

THENCE North 0°11'13" West, a distance of 115.39 feet;

THENCE South 89°48'47" West, a distance of 272.16 feet, to a corner of said Lot 1;

THENCE, continuing, South 89°48'47" West, along a Southerly line of said Lot 1, a distance of 200.00 feet, to the Southwesterly corner of said Lot 1, said point also being the East right-of-way line of South Y Street, as presently established;

THENCE North 0°14'11" West, along the West line of said Lot 1, a distance of 200.03 feet;

THENCE North 11°43'02" East, along the said West line, a distance of 59.45 feet;

THENCE along a curve to the left having a radius of 25.00 feet, a delta of 79°22'29", an arc length of 34.63 feet and a chord which bears North 51°15'14" East having a chord distance of 31.93 feet, to the POINT OF BEGINNING, containing 14.63 acres, more or less

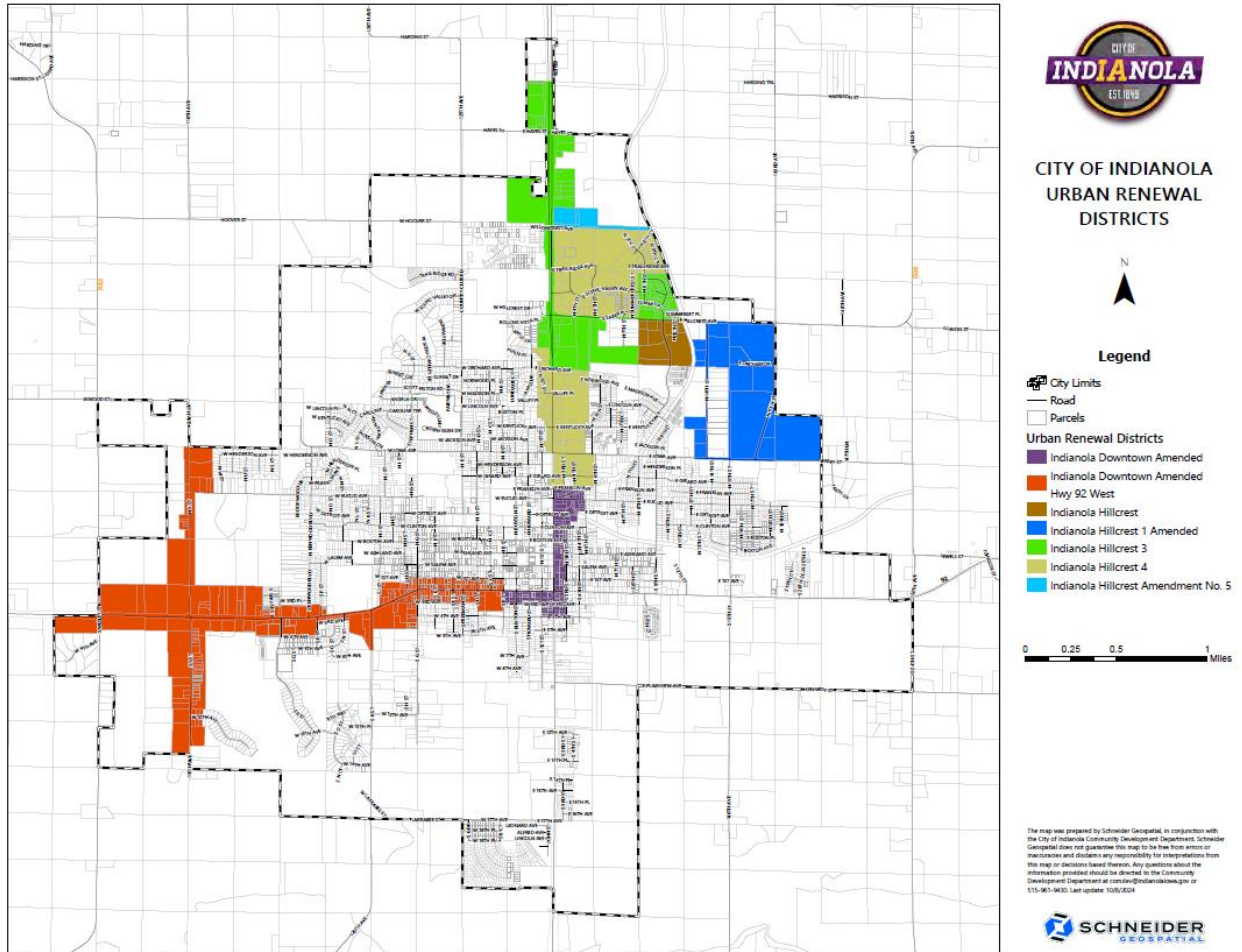
AND

All those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

COMMENCING at the Northeasterly corner of said Lot 3, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 0°16'09" West, along the East line of said Lot 3, a distance of 684.91 feet, to a Northeasterly corner of said Lot 3, which is also the POINT OF BEGINNING;
 THENCE North 88°44'33" East, along the Northerly line of said Lot 3, a distance of 100.47 feet, to a Northeasterly corner of said Lot 3;
 THENCE South 0°11'56" West, along the Easterly line of said Lot 3, a distance of 468.14 feet, to a Northeasterly corner of said Lot 3;
 THENCE North 89°11'10" East, along a Northerly line of said Lot 3, a distance of 142.87 feet, to a Northeasterly corner of said Lot 3;
 THENCE South 0°35'17" East, along an Easterly line of said Lot 3, a distance of 545.71 feet, to a Northeasterly corner of said Lot 3;
 THENCE South 88°44'12" East, along a Northerly line of said Lot 3, a distance of 386.90 feet, to a Northerly corner of Lot 1, Deer Run, said point also being the West right-of-way line of South R Street;
 THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 335.00 feet, a delta of 25°54'31", an arc length of 151.48 feet and a chord which bears South 50°04'59" East having a chord distance of 150.20 feet, to a point on the said West right-of-way;
 THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 265.00 feet, a delta of 37°02'17", an arc length of 171.31 feet and a chord which bears South 44°56'59" East having a chord distance of 168.34 feet, to a point on the said West right-of-way;
 THENCE South 25°26'49" East, along the said West right-of-way, a distance of 23.83 feet, to a Northerly corner of said Lot 1;
 THENCE South 52°40'38" West, along a Northerly line of said Lot 1, a distance of 179.42 feet, to a Northerly line of said Lot 1;
 THENCE North 88°31'03" West, a distance of 492.45 feet;
 THENCE North 1°28'57" East, a distance of 150.27 feet;
 THENCE along a curve to the left having a radius of 280.00 feet, a delta of 6°59'57", an arc length of 34.20 feet and a chord which bears North 62°06'26" West having a chord distance of 34.18 feet;
 THENCE North 58°36'28" West, a distance of 175.22 feet;
 THENCE a curve to the left having a radius of 280.00 feet, a delta of 20°51'54", an arc length of 101.97 feet and a chord which bears North 48°10'31" West having a chord distance of 101.40 feet;
 THENCE South 64°14'50" West, a distance of 159.85 feet;
 THENCE North 45°22'52" West, a distance of 528.88 feet;
 THENCE North 0°00'00" East, a distance of 678.32 feet;
 THENCE North 15°27'57" West, a distance of 295.82 feet;
 THENCE North 0°00'00" West, a distance of 78.74 feet;
 THENCE South 89°40'09" East, a distance of 471.08 feet;
 THENCE along a curve to the right having a radius of 60.00 feet, a delta of 89°40'09", an arc length of 93.90 feet and a chord which bears South 44°50'05" East having a chord distance of 84.61 feet;
 THENCE South 2°14'15" East, a distance of 256.12 feet;
 THENCE North 90°00'00" East, a distance of 60.00 feet;
 THENCE North 85°19'38" East, a distance of 6.58 feet, to the POINT OF BEGINNING, containing 24.25 acres, more or less.

EXHIBIT B
MAP OF HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL AREA, AS AMENDED



02375459\13538-182

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, AND 1717, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA, IN THE CITY OF INDIANOLA, COUNTY OF WARREN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA **(AMENDMENT NO. 8 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN)**

WHEREAS, the City Council of the City of Indianola, State of Iowa, has heretofore, in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, and 1717 (collectively, the "TIF Ordinance"), provided for the division of taxes within the Hillcrest/Downtown Unified Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, territory now has been removed from the Urban Renewal Area through the adoption of Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Urban Renewal Area, and the continuing needs of redevelopment within the amended Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Numbers 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, and 1717 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Hillcrest Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 11-94 on July 5, 1994, and described in Ordinance No. 1026, which includes the lots and parcels located within the area legally described as follows:

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.)

b) Hillcrest Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 14-98 on October 19, 1998, and described in Ordinance No. 1137, which was removed from the division of revenue under this Ordinance by Ordinance No. 1613 adopted June 17, 2019.

c) Hillcrest Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 9-01 on September 4, 2001, and described in Ordinance No. 1218, which was removed from the division of revenue under this Ordinance by Ordinance No. 1717 adopted July 17, 2023.

d) Hillcrest Amendment No. 3 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 3 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 05-05 on March 7, 2005, which was corrected by Resolution No. 13-05 on July 18, 2005, and described in Ordinance No. 1336, which amended Ordinance No. 1322 to correct the legal description of the Amendment No. 3 Subarea, which includes the lots and parcels located within the area legally described as follows:

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.

e) Hillcrest Amendment No. 4 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 4 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 04-09 on March 16, 2009, and described in Ordinance No. 1428, which includes the lots and parcels located within the area legally described as follows:

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 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 ¼ of the Southwest ¼ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat 1 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.

f) Downtown Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 8-01 on September 4, 2001, and described in Ordinance No. 1217, which was removed from the division of revenue under this Ordinance by Ordinance No. 1717 adopted July 17, 2023.

g) Downtown Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 06-05 on March 7, 2005, and described in Ordinance No. 1314, which includes the lots and parcels located within the area legally described as follows:

All of Blocks 1, 2, 3, 4, & 8 of South Indianola Addition; all of Blocks 3 & 4 of Hayworths Addition; all of Blocks 3, 4, 9, 10, & 15 of East Indianola Addition; all of Parcel A and Parcel B of Auditors Outlot 93, and Parcel D, E, & F of former Railroad Right of Way west of Auditors Outlots 103, 104, & 106, and all of Auditors Outlots 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, and former Railroad Right of Way; all of Blocks 13, 14, & 15 Windles Addition; all of the public street Right of Ways of record adjacent thereof.

h) Downtown Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 10-07 on December 17, 2007, and described in Ordinance No. 1396, which includes the lots and parcels located within the area legally described as follows:

All of Block 24, Original Town Plat; all of Blocks 18 and 19, Jones and Windles Addition; All of Lots 15 and 16, Jones and Windles Outlots; All of North/South alley between Lots 15 and 16, Jones and Windles Outlots and Block 31, Cheshires Addition; All of Blocks 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Cheshires Addition; All of Block 4, Fairview Addition; All of Lots 4, 5 and 6, Block 3 and North/South alley between Lots 4, 5 and 6, Block 3, Fairview Addition; All of Lots 1 and 9, Van-El Addition; All of Auditor's Outlot 121; Lots 1 through 11 of Day's Outlots; All of Lot 122 of Auditor's Outlots; Lots 1, 2, 3 and 24 of Replat of Lots 45 through 52 of Kenwood Place; Lots 1, 2 and 3 of Kenwood Place; All of Parcel G in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24, Lots 5 and 6, Leonard Subdivision, Plat 2; Beginning at a point 2119.55' east and 559.0' south of the NW corner of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24, Thence South 300' to North right-of-way, Thence West 200', thence North 300', thence East 200' to point of beginning. Lots 1, 2, 3, 4 and 5 in Leonard's Subdivision; Parcels A, B and C in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; The West 150' of the NW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Lots 1, 2, 3, 4 and 5 of the Newsome Subdivision; The West 677.6' of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the South 436' of Section 23, Township 76 North, Range 24; The East 150' of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 76 North, Range 24; The East 150' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; The east 660' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24, The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ Section 27, Township 76 North, Range 24; And the South 421.5' of the North 1066.1' of East 319' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Outlot X of Wesley Corner Plat 1; The East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 76 North, Range 24; Lot 1 of Naberhaus Subdivision; Lots 1, 2 and 3 of the Subdivision of Lot 1, except the South 125' of the Naberhaus Subdivision Plat 2; South 125' of Lot 1 of Naberhaus Subdivision Plat 2; South 150' of East 512.5' and the West 2' of the East 512.15' of North 125' South 275' of Lot 2 Naberhaus Subdivision Plat 2; The East 512.15' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of 1 Section 34, Township 76 North, Range 24, except the North 950'; East 512.15' of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ except the South 438.9' of Section 34, Township 76 North, Range 24; Lots 1, 2, 3, 39, 40 and 41 Deer Run Plat 2; Lot 1 Deer Run Plat 4; All portions of Lot 3 Deer Run Subdivision which lies in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; All portions of Lot 3 Deer Run Subdivision which lies in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24; Parcel A of Lot 3 Deer Run Plat the West 430' of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 26, Township 76 North, Range 24; The West 430' of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 76 North, Range 24 except Deer Run Subdivision Plat 2; The West 430' of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 35, Township 76 North , Range 24 which lies

within the corporate limits except for Deer Run Subdivision Plat 2: Lot 1 and Lots 8 through 29 Lennie's Subdivision; Lots 1 through 7 Block 2, Buxton Addition; Lots 1 and 2, Block 1, Buxton Addition; Lots 1, 2 and Outlot X in the F.S.I. Addition; Auditor's Outlot 123; All of Blocks 1, 4 and 5 of Day's Addition; Auditor's Outlots 133, 134, 135, 137, 138 and Lot 136 except the South 282' and Lot A of Auditor's Outlot 139, 140 and 141; All of Auditor's Outlots 142, 143, 144, 145 and 146, all of the Public Alley and Street Right of Ways of Record Adjacent Thereof.

i) Unified Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2019-100 on May 20, 2019 and as corrected by Resolution No. 2019-100-A, approved on June 17, 2019, which **removed** the Hillcrest Amendment No. 1 Subarea.

j) Unified Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2019-142 on August 5, 2019, which includes the lots and parcels located within the Hillcrest Amendment No. 2 Subarea legally described as follows:

The South 50' of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The South 50' of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), lying East of the railroad right-of-way, of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The East Half of the North Three-quarters of the East Half (E $\frac{1}{2}$ N $\frac{3}{4}$ E $\frac{1}{2}$), lying East of the railroad right-of-way, of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, except the West 306.32 feet of Lots One and Two; Lot Three; Lot Four, except the North 38 feet thereof; and Lots Five, Six, Seven, Eight, Nine, Ten and Eleven of the Indianola Industrial Park Addition to the City of Indianola, Iowa; and except a tract beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), thence North 16 rods, thence East 10 rods, thence South 16 rods, thence West 10 rods to point of beginning; and except Lot Two on the Indianola Industrial Park Plat Two, an Official Plat in Indianola, Iowa; and except Tract "D" on the plat of survey prepared by Anderson-Bogert Engineers and Surveyors, Inc., and recorded at Irregular Plat Book 6, Page 14 of Indianola, with the Recorder of Warren County, Iowa; and except the South 11.92 acres of the West Half of the Southeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) lying East of the railroad right-of-way, except the East 30 feet thereof; and,

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa

(Parcel IDs 49023200440, 49023200441, 49023200460, 49023200462, 49023200469, 49023200500, 49023200620, 49023200643 and 49023200644); and

The North 33' of the South Half of the Southwest Quarter (S ½ SW ¼) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa.

k) Unified Amendment No. 4 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 4 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2021-197 on August 16, 2021, which **removed** the lots and parcels located within the Hillcrest Amendment No. 3 Subarea legally described as follows:

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in Warren County, Iowa

l) Unified Amendment No. 5 Subarea (2021 Parcels Only) means a portion of the City of Indianola, State of Iowa, described in Amendment No. 5 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2021-220 on the 20th day of September, 2021, which Unified Amendment No. 5 Subarea **(2021 Parcels Only)** includes the lots and parcels located within the area legally described as follows:

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in Warren County, Iowa

AND

Parcel "D" as shown on the Plat of Survey, recorded November 21, 2016, in Book 2016 Page 10418 of the Warren County Recorder's Office, Iowa, and as more particularly described as:

Beginning at the Southwest Corner of LOT 1 in said LANGFITT SUBDIVISION PLAT NO.2; thence South 87°50'46" East along the South Line of said LOT 1, a distance of 590.00 feet to the Southeast Corner of said LOT 1 and the Southwest Corner of said LOT 2; thence North 00°01'10" East along the East Line of said LOT 1 and the West Line of said LOT 2, a distance of 476.32 feet ; thence North 89°40'27" East, a distance of 118.72 feet; thence South 01°12'59" East, a distance of 582.13 feet to a point on the South Line of the North 100 feet of the Southwest Quarter of said Section 18; thence North 87°50'46" West along the South Line of the North 100 feet of the Southwest Quarter of said Section 18, a distance of 721.49 feet to a point on the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69; thence North 00°05'43" East along the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69, a distance of 100.06 feet to the Point of Beginning, containing 3.02 Acres, subject to all easements, covenants and restrictions.

[Note: The 2021 Parcels is the only portion of the Unified Amendment No. 5 Subarea that will be included in this TIF Ordinance. The City anticipates that

as other parcels develop (increase in value) in the future, the City will add those parcels to the TIF Ordinance. Therefore, the various parcels in the Unified Amendment No. 5 Subarea will have different frozen bases and different expiration dates.]

m) Unified Amendment No. 8 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 8 to the Unified Plan for the Urban Renewal Area approved by Resolution No. _____ on December 2, 2024, which **removes** certain lots and parcels located within the Hillcrest Amendment No. 4 Subarea, the Downtown Amendment No. 1 Subarea, and the Downtown Amendment No. 2 Subarea, the legally described as follows:

Area to be removed from Hillcrest Amendment No. 4 Subarea:

All those portions in the S ½ of SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

AND

All those portions in the NW ¼ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND

The NW ¼ of the SE ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT the North 100 feet thereof AND EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North ½ of the SW¼ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa EXCEPT the North 100 feet thereof

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Lot 4, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County,

Area to be removed from Downtown Amendment No. 1 Subarea:

All those portions in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa.

Area to be removed from Downtown Amendment No. 2 Subarea:

All those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

Beginning at a Northwesterly corner of Lot 1 of Deer Run Plat 8, an Official Plat, recorded in the Office of the Warren County Recorder in Instrument #: 2022-07825, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 88°59'03" East, along the said South right-of-way line, a distance of 484.37 feet;

THENCE South 89°45'56" East, along the said South right-of-way line, a distance of 630.02 feet;

THENCE South 89°48'32" East, along the said South right-of-way line, a distance of 90.19 feet;

THENCE South 89°45'54" East, along the said South right-of-way line, a distance of 254.86 feet, to the West line of Parcel A, recorded in the Office of the Warren County Recorder in Book 10, Page 9;

THENCE South 0°19'51" West, along the said West line, a distance of 370.31 feet;

THENCE North 89°40'09" West, a distance of 533.38 feet;

THENCE along a curve to the left having a radius of 290.00 feet, a delta of 17°01'08", an arc length of 86.14 feet and a chord which bears North 81°09'35" West having a chord distance of 85.82 feet;

THENCE North 72°39'02" West, a distance of 28.63 feet;

THENCE South 11°38'18" East, a distance of 250.12 feet;

THENCE South 12°43'23" West, a distance of 98.24 feet;

THENCE South 57°35'26" West, a distance of 68.62 feet;

THENCE North 77°25'13" West, a distance of 94.05 feet;

THENCE North 63°24'57" West, a distance of 338.07 feet;

THENCE North 25°14'25" West, a distance of 91.70 feet;

THENCE North 44°25'11" East, a distance of 124.33 feet;

THENCE North 0°11'13" West, a distance of 115.39 feet;

THENCE South 89°48'47" West, a distance of 272.16 feet, to a corner of said Lot 1;

THENCE, continuing, South 89°48'47" West, along a Southerly line of said Lot 1, a distance of 200.00 feet, to the Southwesterly corner of said Lot 1, said point also being the East right-of-way line of South Y Street, as presently established;

THENCE North 0°14'11" West, along the West line of said Lot 1, a distance of 200.03 feet;

THENCE North 11°43'02" East, along the said West line, a distance of 59.45 feet;

THENCE along a curve to the left having a radius of 25.00 feet, a delta of 79°22'29", an arc length of 34.63 feet and a chord which bears North 51°15'14" East having a chord distance of 31.93 feet, to the POINT OF BEGINNING, containing 14.63 acres, more or less

AND

Al those portions located in a part of Lot 3, Deer Run, an Official Plat, recorded in the Office of the Warren County Recorder in Book: 10, Page 533, all being in the City of Indianola, Warren County, Iowa, being more particularly described as follows:

COMMENCING at the Northeasterly corner of said Lot 3, said point also being the South right-of-way line of West 2nd Avenue (State Highway 92), as presently established;

THENCE South 0°16'09" West, along the East line of said Lot 3, a distance of 684.91 feet, to a Northeasterly corner of said Lot 3, which is also the POINT OF BEGINNING;

THENCE North 88°44'33" East, along the Northerly line of said Lot 3, a distance of 100.47 feet, to a Northeasterly corner of said Lot 3;

THENCE South 0°11'56" West, along the Easterly line of said Lot 3, a distance of 468.14 feet, to a Northeasterly corner of said Lot 3;

THENCE North 89°11'10" East, along a Northerly line of said Lot 3, a distance of 142.87 feet, to a Northeasterly corner of said Lot 3;

THENCE South 0°35'17" East, along an Easterly line of said Lot 3, a distance of 545.71 feet, to a Northeasterly corner of said Lot 3;

THENCE South 88°44'12" East, along a Northerly line of said Lot 3, a distance of 386.90 feet, to a Northerly corner of Lot 1, Deer Run, said point also being the West right-of-way line of South R Street;

THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 335.00 feet, a delta of 25°54'31", an arc length of 151.48 feet and a chord which bears South 50°04'59" East having a chord distance of 150.20 feet, to a point on the said West right-of-way;

THENCE continuing along the said West right-of-way, along a curve to the right having a radius of 265.00 feet, a delta of 37°02'17", an arc length of 171.31 feet and a chord which bears South 44°56'59" East having a chord distance of 168.34 feet, to a point on the said West right-of-way;

THENCE South 25°26'49" East, along the said West right-of-way, a distance of 23.83 feet, to a Northerly corner of said Lot 1;

THENCE South 52°40'38" West, along a Northerly line of said Lot 1, a distance of 179.42 feet, to a Northerly line of said Lot 1;

THENCE North 88°31'03" West, a distance of 492.45 feet;

THENCE North 1°28'57" East, a distance of 150.27 feet;

THENCE along a curve to the left having a radius of 280.00 feet, a delta of 6°59'57", an arc length of 34.20 feet and a chord which bears North 62°06'26" West having a chord distance of 34.18 feet;
 THENCE North 58°36'28" West, a distance of 175.22 feet;
 THENCE a curve to the left having a radius of 280.00 feet, a delta of 20°51'54", an arc length of 101.97 feet and a chord which bears North 48°10'31" West having a chord distance of 101.40 feet;
 THENCE South 64°14'50" West, a distance of 159.85 feet;
 THENCE North 45°22'52" West, a distance of 528.88 feet;
 THENCE North 0°00'00" East, a distance of 678.32 feet;
 THENCE North 15°27'57" West, a distance of 295.82 feet;
 THENCE North 0°00'00" West, a distance of 78.74 feet;
 THENCE South 89°40'09" East, a distance of 471.08 feet;
 THENCE along a curve to the right having a radius of 60.00 feet, a delta of 89°40'09", an arc length of 93.90 feet and a chord which bears South 44°50'05" East having a chord distance of 84.61 feet;
 THENCE South 2°14'15" East, a distance of 256.12 feet;
 THENCE North 90°00'00" East, a distance of 60.00 feet;
 THENCE North 85°19'38" East, a distance of 6.58 feet, to the POINT OF BEGINNING, containing 24.25 acres, more or less.

n) Amended Area means that portion of the Urban Renewal Area, as amended, legally described in subsections (a), (d) (less the removed area described in subsection (k)), (e), (g), (h), (j), and (l), less the area removed from the foregoing subareas as described in subsection (m).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Warren, Iowa, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Hillcrest Original Urban Renewal Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Area upon the total sum of the assessed value of the taxable property in the Area as shown on the assessment roll as of January 1, 1993, being January 1 of the calendar year preceding the effective date of Ordinance No. 1026, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Hillcrest Amendment No. 3 Subarea (less that portion removed by the Unified Amendment No. 4 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance Nos. 1322 and 1336, minus the assessed value shown on the assessment roll as of January 1, 2004 for the property removed from the Hillcrest Amendment No. 3 Subarea by Amendment No. 4 to the Unified Plan and Ordinance No. 1668.

As to Hillcrest Amendment No. 4 Subarea (less that portion removed by the Unified Amendment No. 8 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2008, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1428.

As to Downtown Amendment No. 1 Subarea (less that portion removed by the Unified Amendment No. 8 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1314.

As to Downtown Amendment No. 2 Subarea (less that portion removed by the Unified Amendment No. 8 Subarea), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1396.

As to the Unified Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 1613.

As to Unified Amendment No. 5 Subarea (2021 Parcels Only), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 1617.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Indianola, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown

by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Indianola, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, 1616, 1668, 1671, and 1717, except with respect to that property described as the Unified Amendment No. 8 Area, which is removed from the division of taxes under the provisions of Section 403.19, Code of Iowa, following the adoption of this Ordinance. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Indianola Record Herald on _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Public hearing on the proposed Amendment Number 8 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

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 health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Kentucky Ridge/North 6th Street Urban Renewal Plan

Introduction: At the November 4, 2024, meeting the Indianola City Council set a public hearing for December 2 regarding a proposed Kentucky Ridge/North 6th Street Urban Renewal Plan.

Background: A consultation meeting with other taxing entities was held on November 12, 2024. A representative from the Indianola Community School District attend the meeting. No written comments were received from the taxing entities regarding the proposed amendment.

The Planning and Zoning Commission reviewed the proposed plan at their November 12, 2024 meeting.

Discussion: Included in the packet are the consultation meeting minutes, the Planning and Zoning Commission minutes, the adopting resolution and the proposed TIF ordinance.

Budget Impact:

Recommendation: Council is asked to hold a public hearing, then consider the resolution and ordinance for the Kentucky Ridge/North 6th Street Urban Renewal Plan.

Attachments:

1. November 12 2024 Consultation Meeting Minutes
2. P&Z November 12, 2024 Meeting Minutes 1 (1)
3. Kentucky Ridge URP - Authorizing Resolution
4. Kentucky Ridge URP - Ordinance

The City of Indianola held a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on November 12, 2024, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa concerning a proposed Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, a proposed Kentucky Ridge/North 6th Street Urban Renewal Plan for a proposed Kentucky Ridge/North 6th Street Urban Renewal Area, and a proposed Summercrest Hills Urban Renewal Plan for a proposed Summercrest Hills Urban Renewal Area.

Chad Vink, Indianola Community School District, attended the consultation. The consultation included a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Areas, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Areas, and the duration of any bond issuance included in the Amendment Urban Renewal Plans. No representative from Warren County was in attendance.

No written recommendations for modifications to the proposed division of revenue were received from the affected taxing entities.

Dated this 18th day of November 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)



PLANNING AND ZONING COMMISSION MEETING

November 12, 2024

6:00 PM

City Council Chambers

Minutes

1. Call to Order

The meeting was called to order at 6:00 PM.

2. Roll Call

Commission members present: Cortney Marmon, Al Farris, Carrie Woerdeman, Lin Stecker, Jake Vice, Rich Piper.

Staff members present: Ben Reeves, Bil Mettee, Tara Bosteder.

3. Agenda Approval

A. Approval of the November 12, 2024 agenda.

Vice made a motion to approve the agenda.

Farris seconded the motion.

Motion was passed.

4. Minutes Approval

A. Approval of the October 22, 2024 meeting minutes.

Farris made a motion to approve the meeting minutes.

Vice seconded the motion.

Motion was passed.

5. Public Comment

No public comments.

6. New Business

A. Review and Consideration of the Proposed Kentucky Ridge / North 6th Street Urban Renewal Plan for its Conformance with Elevate Indianola Comprehensive Plan

Planner Bill Mettee explained that the urban area renewal plan needed to be redone due to several different projects that are requesting tax increment financing (TIF). So, as part of that process, re-identification was needed in certain districts where they were located. Mettee added that no vote is required for this agenda item, but the commission should decide if the plan complies with the Elevate Indianola Comprehensive plan. Mettee then presented the proposed plan.

Commissioner Farris questioned why this urban renewal plan was separate from the urban renewal plan referenced in the next agenda item. City Manager Ben Reeves confirmed that it was due to geography.

City Manager Reeves continued that an urban renewal area allows taxes to be segregated from the overall collection and then, through a TIF agreement, different improvements can be made. These improvements will be for the Kentucky Ridge project and the North 6th Street area.

Commissioner Piper asked where the plan would go from here. Planner Mettee confirmed that it would go to City Council next. City Manager Reeves explained there's a process when an urban renewal area is created. The Iowa State Code requires that they are a maximum of 20 years for commercial and 10 years for residential. Upon creation, these dates are established and it creates the mechanism for the segregated collection out of the normal collection of property taxes. Those segregated funds can then be used for the urban renewal area. From that, you then have a development agreement that's put together for the use of TIF dollars that come through that collection mechanism. The first development agreement that will come through is for the Kentucky Ridge project, that will have to do with the 51 townhome units and the commercial areas that is occurring right now. The reason the city is getting involved with that is because we had all the storm water and sanitary sewer that needed to be repaired by the developer and also for all the fill dirt that was brought in to make the area more usable. That is the general terms of that development agreement. In addition to the creation and taking it through to the Planning Commission, there was a meeting with the school district and the county to review the plan with them. There will be a public hearing on December 2nd for both the URA and the TIF development agreement that is being put together. Once that's approved, that one is done with a bunch of others in the pipeline.

Commissioner Woerdeman commented that this seems like something that should have been requested before any work was started and asked if there was something more to it. City Manager Reeves answered yes. He continued that the city have several TIF districts throughout the community, including one being cleaned up that is not on the agenda called the Hillcrest, and a change order is being put forth called Amendment Number 8. A lot of these TIF districts needed to be cleaned up and Charlie had started that process before leaving. In order to (1) bring them into compliance with state code and (2) we have to remove certain areas out of existing TIF districts so that the money could be redistributed to the Kentucky Ridge project. There was a lot of surveying work, negotiating work, and clean up on the Amendment Number 8, Kentucky Ridge, Summercrest, as well as 3 others that we have going on which are Emerald Bay, Wesley Life, and Deer Run. A lot of cleanup work has been done and they went forward on faith that the city would continue with this endeavor and that the money, once they've started with construction and started generating tax dollars, would be able to be used in reimbursement. Woerdemen stated they took a calculated risk in moving forward. Reeves concurred and added that it's also important to note that the city did front some money in that regard and the city will be reimbursed through these TIF dollars as well on a proportionate share. So they're fronting some and the city is fronting some. He thinks 55% to 45% is the ratio, and as those tax dollars are collected, both will be reimbursed until made whole.

Commissioner Piper asked, with regard to the districts with TIF funding, what assurances there are later that there is money to continue to fund these future projects from an

administrative standpoint. City Manager Reeves explained that everything is based on increment, so not what the tax base is, but the increment that you are creating. So in this case, there was a parcel of property that is now being used for potential commercial spots and 51 units. The value of that property has gone up because of the improvements that have been made and the dirt that was brought in. In addition, further south in the 6th Street Subarea, there is the city's public works yard surrounded by the county's public works yard. That has zero base because taxes weren't being collected as it's governmental. So the increment is substantial in those areas. As that area is developed, new taxes coming in will be created and those tax dollars will be used to help pay for the infrastructure that brings in those improvements.

Commissioner Farris asked if the North 6th Street area was going to be the site of the future library, how that increases the tax base. City Manager Reeves explained that the area is much larger than just the library. It includes the whole 6th Street subarea, which consists of the potential future site of the library (potential due to some private property within that's under negotiation), the county property, the city property, and the elevator area/Heartland all the way out to Hy Vee.

Commissioner Vice asked if existing businesses in that area, such as Hy Vee, would have any opportunity with the money. City Manager Reeves answered that they would if they were to make an incremental improvement. If they were to make an improvement that would increase value and generate new taxes, we could have that increment come back to help in the endeavor.

There were no further questions from the commission.

The commission unanimously concluded the Kentucky Ridge / North 6th Street Urban Renewal Plan is in conformance with the Elevate Indianola Comprehensive Plan.

B. Review and Consideration of the Proposed Summercrest Urban Renewal Plan for its Conformance with Elevate Indianola Comprehensive Plan

Planner Bill Mettee presented the proposed plan.

Commissioner Vice asked if the comprehensive plan is supposed to be updated every ten years. Planner Mettee answered that they are typically set up for a twenty-year period. He further explained that cities will typically make updates or modifications every five or ten years. Vice noted and Mettee confirmed that 2020 is when the full adoption of the Elevate Indianola plan occurred. Commissioner Farris added that before that it'd been a while since any updates or modifications were made.

Commission Farris asked whose plan this was, acknowledging that it was the Summercrest Hills urban renewal plan. City Manager Reeves explained that it was the city's plan, with a TIF development agreement being proposed December 2nd, where information will be shared regarding the development that is being planned. He said in short, it'll bring in some significant regional park amenities which would draw in traffic for potential hotels and restaurants in that area. This is the mechanism by which we can collect tax dollars for this development area.

Then there will be a public hearing on the URA, a public hearing on the development agreement, and a sharing of the overall conceptual review. And as individual plats and all that type of thing come through, it will highly involve the Planning Commission at every step.

Commissioner Farris asked as they go through this process and the commission is asked to make these decisions, how much does their decision lock in the plan. City Manager Reeves explained that with this mechanism, it's just creating the URA which allows dollars to be segregated into a "bucket". He further explained that how those dollars leave the "bucket" is where his question pertained and that's through a development agreement that comes later. He said it's important to note that one of the things that will be constructed is the extension of Willowcrest going east, and the connection of North 7th and North 6th coming up, which will provide greater connectivity. The city will be taking care of North 7th and Willowcrest. Not only does that expand the area to the south of Willowcrest, it also opens up the areas to the north of Willowcrest behind DeYarman. It provides connectivity for that entire subdivision to get out through Willowcrest, which will also be nice for police, fire, and snow plows.

Commissioner Woerdeman asked if that project would be utilizing city budget dollars or if the city would be bonding based on the TIF. City Manager Reeves answered it's part of the development agreement coming up on December 2nd. He shared that 100% of the TIF collected will be used to make the debt service payments to the city and then what's leftover will be used by the developer for a certain period of time and it drops over time.

Commissioner Woerdeman asked what does the city currently do or what are the future plans for the low to moderate income (LMI) set aside for TIF districts. City Manager Reeves stated there hasn't been a residential TIF yet, and LMI is only required for residential, he thinks just over 30%. The first one will be Wesley Life. There is some discussion right now on whether Wesley Life will have it's own use of those funds for LMI proportionality or if they will just generate those funds and those funds will come to the city. If the city starts collecting funds into an LMI, then the city will likely put together some sort of committee or board similar to what other cities do to evaluate LMI type projects that the city might want to collect money for. Of course, it'll take time to collect enough money to do anything, so it might be several years out before that would move forward. The Kentucky Ridge is commercial based, the Summercrest is commercial, although there is a residential component that is excluded from it, Wesley Life and Deer Run, and maybe Emerald Bay might have residential. We try to do just commercial so it stays cleaner and commercial can last longer, twenty years versus ten.

Commissioner Vice asked for definition of LMI. Planner Mettee clarified that it means Low to Moderate Income. City Manager Reeves further explained that for residential projects 1/3 of the money collected, the increment, has to be used to benefit affordable housing, workforce housing, that type of thing.

Commissioner Vice further asked that when referencing this as the mechanism used to reallocate funds to/from the "bucket" it goes into, is it fair to assume that "bucket" is stale where it's at and we're trying to generate more for that bucket, reallocating funds from one to another. City Manager Reeves answered, explaining that Iowa State Code and auditors require that the money collected has to be used for the things for which it was collected. So

the "bucket" that we do have was collected and offsets the YMCA bond debts. So there's really nothing stale; we've just precollected some, then we have the debt service that's going to go out and those two lines will come together. These other "buckets" will be used for specific purposes, like in this figurative case, helping Kentucky Ridge or in the case of Summercrest, putting in Willowcrest, North 7th, and seeing some of the other improvements move forward.

Commissioner Piper asked for clarification on pre-existing developments already there that were benefiting from previous TIF funding. City Manager Reeves said there were areas that overlapped, so money had been collected, but specifically, those were more farm ground. There wasn't a lot collected in those areas. Now they're being segregated and as they convert from ag to higher commercial use, the increment will be substantially higher and those monies will be allocated that way. Piper continued his question, asking specifically about the existing building that benefited from this program ten years ago. City Manager Reeves confirmed that yes, the YMCA (now the IWC) bonds and all of that development, including the hotel, was part of the Hillcrest URA and development agreement. Piper followed up, asking what the status of that bond currently is - is it drained/gone? City Manager Reeves said no, in fact, there's been about six million dollars that has been collected that's sitting in an account and there's approximately five and a half million dollars worth of debt payments on the IWC before it's fully paid off, but there are other projects by which dollars are going as well; all of that lines up so those lines will come together at the end. We can only collect enough to meet the actual amount that is needed for the TIF. Piper asked for reiteration on the source of funding for this. City Manager Reeves explained that as a developer builds for example a Country Inn, that Country Inn is now paying taxes, those taxes instead of going into a city budget will go into a TIF budget and it's used to pay for the infrastructure of that area. Piper asked if it was for use on infrastructure only. City Manager Reeves answered no, not necessarily. It is dependent on the terms that are in the development agreement which is negotiated between the city and the developer, but there are guidelines that the state puts in place. Piper acknowledged that the developer, as mentioned prior, is taking a risk by assuming a certain amount of dollars would be available to close gaps. City Manager Reeves continued that residential can only be used for public infrastructure, and approximately 31% of it has to go to LMI uses. Residential is a little different than commercial. Commercial can go for 20 years and can be more flexible in structure.

Commissioner Piper referenced some different areas on the map provided and asked how they got zoned that way. City Manager Reeves displayed a map of all the different TIF districts and explained this map was a part of Amendment 8. Piper asked if any business, property owner, or developer within these districts could apply to benefit from TIF funding. City Manager Reeves said yes, but in order to draw funds from it they would have to prove that they were bringing increment in. So for example, when Wesley Life comes through, they're going to be putting in about 20 million dollars worth of improvements with about 2 million dollars worth of public improvements. They are looking for assistance on the public side but the actual improvements are much higher. So the valuations go up and everyone wins. Piper asked for clarification on the determination of what's public use versus private use. City Manager Reeves explained that in the given example, the public use portion would be the street with cul de sac and the infrastructure. Reeves continued that with residential it can only be public

infrastructure. In commercial, it can be a lot more. For example, Deer Run is requesting assistance with improvements to their golf course, whether or not that gets in the agreement, we don't know yet. Piper concluded that overall, the goal is incentive to bring different opportunities to Indianola.

Commissioner Stecker asked if the allocation for this money would come from application, from a committee, or who is allocating the money. City Manager Reeves said first, they would have to prove there is going to be an increment. Then it would be a negotiation with the city council and come up with terms. That lays out the path on which they can collect those dollars back, but they have to meet certain milestones such as putting in infrastructure, creation of jobs, or putting in a certain amount of valuation. As long as they're hitting those milestones, those dollars continue to flow to them. So there's certain protections along the way that ensures the city is getting the valuation created, but they can't get anything if they don't create the value. He said it's a good too all around, but it is very complicated.

Commissioner Farris asked if each one of them has to be accounted for separately. City Manager Reeves confirmed this was correct and that it can get very complicated if there's many "buckets" for many milestones along the way and that's why we try to consolidate.

Commissioner Vice asked if there's a point when their increased tax funding rolls over to the city, is it at the end of twenty years? City Manager Reeves said yes, at some point, either when they meet the dollar number that they had negotiated or when time runs out, whichever happens first, then those tax dollars stop going to the developer and they go to the taxing entities meaning they go to the city, county, school district, and others. Vice asked if it would be 100% or just a portion of the property tax. Reeves said it depends on what was negotiated.

Commissioner Piper asked if a flat rate for property tax is open to negotiation and developer's intent. City Manager Reeves answered the property tax itself isn't negotiated unless they have setup a minimum. So whatever it's valued by the county, that sets its taxes and that's what they have to pay. It's just that what they do pay, how we use it and how it goes back. That's what's negotiable.

Commissioner Farris commented that negotiations of TIF districts in the past, specifically the one for the Y, had taken place over multiple meetings. Farris believes this to be pretty typical. City Manager Reeves commented that as we do more of them, they are progressing through a little easier.

Commissioner Woerdeman commented that she would advocate for more consideration for residential TIFs in the future to incentivize affordable housing development in Indianola.

Commissioner Vice asked if there were any TIF funding for the Schoolyard development. City Manager Reeves answered no, it's his understanding that there's nothing TIF related for that project. He added that typically it would go one way or the other with TIF versus abatement and other opportunities. Vice commented that abatement could be attractive to the developer because you can pass that on to the homebuyer. Reeves stated it is less attractive the school district. Commissioner Woerdeman said it is less attractive to the developer as the homebuyer

won't necessarily understand the benefit whereas the TIF can be more monetized to the developer on the front end. Reeves added that if it weren't for TIF, we could not extend Willowcrest, North 7th, and the developer couldn't put in North 6th or all these improvements. Because it can be monetized, we can borrow, they can borrow, and the revenue stream is utilized to pay the debt service which creates a win for everybody.

There were no further questions from the commission.

The commission unanimously concluded the Summercrest Urban Renewal Plan is in conformance with the Elevate Indianola Comprehensive Plan.

7. Comments

A. Building Permit Report

No comments on the building permit report.

B. Current Projects

No comments on any current projects.

8. Adjourn

Vice made a motion to adjourn.

Piper seconded the motion.

The meeting was adjourned at 6:36 PM.

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 2, 2024

6:00 P.M.

Kentucky Ridge/North 6th Street Urban Renewal Plan

- Public hearing on the proposed Kentucky Ridge/North 6th Street Urban Renewal Plan
- Resolution determining an area of the City to be a blighted area and 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 the Kentucky Ridge/North 6th Street Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan

IMPORTANT INFORMATION

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

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

December 2, 2024

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Kentucky Ridge/North 6th Street 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 City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Plan, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Kentucky Ridge/North 6th Street Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of comments here,
or include summary of comments in meeting minutes}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA AND 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 THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, 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 DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA AND 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 THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more blighted areas and economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Kentucky Ridge/North 6th Street Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Kentucky Ridge/North 6th Street Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Kentucky Ridge/North 6th Street Urban Renewal Area as an urban renewal area that is a blighted area and an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Kentucky Ridge/North 6th Street Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in

conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on November 4, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed 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 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 Indianola Record Herald, 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 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 the proposed "Kentucky Ridge/North 6th Street Urban Renewal Plan" for the area of the City of Indianola, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Kentucky Ridge/North 6th Street Urban Renewal Area"), be and the same are hereby adopted and approved 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 Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms 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 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 Urban Renewal Area is a blighted area and an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, 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 the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Kentucky Ridge/North 6th Street Urban Renewal Plan for the Kentucky Ridge/North 6th Street Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said 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.

PASSED AND APPROVED this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

**KENTUCKY RIDGE/NORTH
6TH STREET
URBAN RENEWAL PLAN**

for the

**KENTUCKY RIDGE/NORTH
6TH STREET
URBAN RENEWAL AREA**

CITY OF INDIANOLA, IOWA

2024

TABLE OF CONTENTS

SECTION

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BLIGHTED AREA DESIGNATION AND FINDINGS
- E. BASE VALUE
- F. DEVELOPMENT PLAN/ZONING
- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL DATA
- K. PUBLIC BUILDING ANALYSIS
- L. URBAN RENEWAL FINANCING
- M. PROPERTY ACQUISITION/DISPOSITION
- N. RELOCATION
- O. PROPERTY WITHIN URBAN REVITALIZATION AREA
- P. STATE AND LOCAL REQUIREMENTS
- Q. URBAN RENEWAL PLAN AMENDMENTS
- R. EFFECTIVE PERIOD
- S. SEVERABILITY CLAUSE

EXHIBITS

- A. LEGAL DESCRIPTION OF KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA
- B. MAP OF KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA

**Kentucky Ridge/North 6th Street Urban Renewal Plan
for the
Kentucky Ridge/North 6th Street Urban Renewal Area**

City of Indianola, Iowa

A. INTRODUCTION

The Kentucky Ridge/North 6th Street Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Kentucky Ridge/North 6th Street Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development and provide for blight remediation in the City of Indianola, Iowa (“City”). In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.”

The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as a blighted area that is appropriate for the promotion of economic development (including commercial, industrial, and low and moderate income housing development).

D. BLIGHTED AREA DESIGNATION AND FINDINGS

The Urban Renewal Area is being created in order to remediate blighting influences in the Area and promote economic redevelopment. For the purposes of urban renewal, Iowa Code Section 403.17(5) defines a “blighted area” as follows:

“Blighted area” means an area of a municipality within which the local governing body of the municipality determines that the presence of a substantial number of slum, deteriorated, or deteriorating structures; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; insanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; or the existence of conditions which endanger life or property by fire and other causes; or any combination of these factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, or

welfare in its present condition and use. A disaster area referred to in section 403.5, subsection 7, constitutes a “blighted area”. “Blighted area” does not include real property assessed as agricultural property for purposes of property taxation.

The City finds the following blighting conditions to exist in the Area, which in combination substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use:

- Properties included within the Area are faced with challenging lot makeup and topography.
- There are deteriorating structures and infrastructure throughout the Area.
- On one of the largest properties included in the Area, there is currently a stormwater ditch with an adjacent sewer main that has become exposed due to stream bank erosion. The existing lot layout, including the location of the stormwater ditch, has prevented development on this property. The inability to develop this central property has negatively impacted interest in developing nearby properties within the Area. To allow for development of the site, one of the planned projects will provide for replacement and relocation of the exposed, currently existing storm sewer and sanitary sewer infrastructure on this property.
- There is also an old industrial area within the Area. This area has become blighted through lack of use. The original industrial uses of the properties in this area is inconsistent with current surrounding development and plans for future development. The City intends for this old industrial area to be redeveloped for uses that are more appropriate and cohesive with surrounding property uses.

Collectively, these factors demonstrate that the land included within the Urban Renewal Area is a blighted area. Accordingly, the City Council has determined that the Urban Renewal Area should be designated as blighted area, in order to support efforts to remediate the blighting influences in the Area.

E. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2024, the taxable valuation as of January 1, 2023, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2024, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19.

F. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the Elevate Indianola Comprehensive Plan, adopted in May 2020. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Elevate Indianola Comprehensive Plan.

The property in the Area is currently zoned a mix of R-2, Single-family Residential Attached; R-3, Multi-Family Residential; C-2, Highway Commercial; M-2, General Industrial; and PUD, Planned Unit Development. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

G. PLAN OBJECTIVES

Renewal activities are designed to eliminate blighting influences and to provide opportunities, incentives, and sites to promote economic development (commercial, industrial, and low or moderate income (LMI) residential development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
2. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
3. To plan for and provide sufficient land for commercial, industrial, and LMI housing development and for redevelopment of blighted properties in a manner that is efficient from the standpoint of providing municipal services.
4. To provide for the installation and upgrade of storm water, sanitary sewer, and water infrastructure, and related infrastructure, public works, and facilities which alleviate blighting influences and contribute to the development of the Area.
5. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
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, industrial, and low or moderate income residential development.
8. To improve the conditions and opportunities for economic development (commercial, industrial, and low or moderate income residential uses).
9. To help develop a sound economic base that will serve as the foundation for future growth and development.
10. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities 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, storm water infrastructure, water infrastructure, sanitary sewer infrastructure, public utilities, or other public infrastructure in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of grants or incentives to private persons, local development organizations, or businesses for economic development or blight remediation 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 make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use tax increment to provide LMI housing assistance.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

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.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

- 1. Development Agreement with Inception Group LLC (or a related entity):** The City anticipates entering into a development agreement with Inception Group LLC (or a related entity) (“Developer”) to provide for new commercial and residential development within the Urban Renewal Area, as a redevelopment of a blighted property. The Developer is expected to construct commercial buildings and approximately 50 residential units within the Urban Renewal Area. Construction of the project is expected to be completed by December 31, 2026. The City expects to make annual grants to the Developer in the form of rebates of incremental taxes generated by the development project, over period of approximately 6 years, in an aggregate amount not to exceed \$837,000. The payment of any grants will be subject to the terms and conditions of a detailed development agreement between Developer and the City.

- 2. New City Library:** The City plans to undertake the construction of a new city library within the Urban Renewal Area. This project will serve as the anchor to the 6th Street redevelopment, a current old brownfield/industrial area in the heart of the City. This library will provide educational resources, technology, maker spaces, and act as a business incubator, as well provide community gathering spaces, and trailhead amenities along the Summerset Trail. The library will be a focal point in the creation of commercial and residential mixed-use redevelopment area within the Urban Renewal Area. More information on the 6th Street redevelopment plan is available on the City’s website (www.indianolaiowa.gov). The costs of this project are expected not to exceed \$40,000,000.

- 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

J. FINANCIAL DATA

1.	Current constitutional debt limit:	\$58,884,886
2.	Current outstanding general obligation debt:	\$32,375,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal	\$40,887,000

	Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan 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 to the City as described above will be approximately as stated in the next column:	This total does not include financing costs related to debt issuance, which may be incurred over the life of the Area.
--	---	---

K. PUBLIC BUILDING ANALYSIS

One of the projects proposed in this Plan, the new City Library project, would involve a public building. If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. Before the City can use tax increment funds created by a division of revenue under Iowa Code Section 403.19 towards the project's cost, Iowa law requires an analysis of alternative development options and funding options for the urban renewal project, and reasons why such options would be less feasible than the use of incremental tax revenues to fund the project.

The total project costs for development of a new City Library building are estimated to be approximately \$40,000,000. One alternative funding source for this project is the issuance of general obligation bonds that would be paid by the City's debt service levy (i.e., without using incremental tax revenues collected through tax increment financing). This option would mean that only taxpayers of the City would be responsible for payment of the bonds/notes despite this facility being used by not only Indianola taxpayers, but also by residents of the surrounding regional area. Specifically, the Library will be available for use by Warren County residents and Indianola Community School District residents that live outside of the City's corporate limits. Additionally, access to a public library contributes to a vibrant community, which helps to attract and retain businesses and residents within the City and the region. In turn, attracting businesses and residents to the regional area has the potential to increase property tax and sales tax revenues, which benefits the City, County, and the School District.

Alternative funding sources for the project include state, federal, and/or local grant programs. The City will monitor and evaluate opportunities to submit this project for grant funding, and intends to seek out grant funding if it is available through appropriate grant programs. However, the City recognizes that the award of grant funding can be highly competitive. Accordingly, grant funding is not a guaranteed funding source to help finance this project.

Similarly, the use of a capital campaign to finance the project is also a possible alternative funding source. The City expects that the Friends of the Indianola Public Library will undertake

some fundraising efforts in support of the new library. Additionally, the City would welcome other donations to help finance the project. However, the City does not anticipate raising enough funds to fully finance the improvements in a timely manner.

The City Council believes that a new City Library constructed in the heart of this Urban Renewal Area will serve as a cornerstone for development of the area. Therefore, the City does not desire to wait an undetermined amount of time to secure grant funding or donations for the full cost of the library before undertaking the project, as a delay in the construction of the City Library building might negatively impact surrounding development within the Urban Renewal Area.

L. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. 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. The 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 *Code of Iowa*, 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 and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. 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 urban renewal projects identified in this Plan. 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. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. 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.

M. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

N. 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.

O. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban *revitalization* area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless expressly authorized by the City Council.

P. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

While this Plan remains in effect, the City Council may designate all or any portion of the Urban Renewal Area as a tax increment financing (TIF) district and subject such property to the “division of revenue” permitted under Iowa Code Section 403.19. The Urban Renewal Area is designated as a blighted; therefore, the division of revenue from property in the Area has no statutory sunset under Iowa Code Chapter 403 (2023). The division of revenue from property within the Urban Renewal Area shall continue for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Iowa Code Section 403.19) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

S. SEVERABILITY CLAUSE

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

EXHIBIT A

LEGAL DESCRIPTION OF KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA

The W ½ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M.,
Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a
part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in
and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a
part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a
part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Parcel "P" of the survey of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW
1/4) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three
(23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 9, Page
16 of 76-23 in the office of the Warren County Recorder

AND EXCEPT

Parcel Q in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section
Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the
5th P.M., Warren County, Iowa. Said Parcel contains 0.516 Acres, all as shown on plat of
survey Drawing No. 1917.6-2 filed in Irregular Plat Book 9, Page 16 of 76-23 in the
office of the Warren County Recorder

AND EXCEPT

The South 100 feet of the East 50 feet of Lot 4, Block 15 and the South 100 feet of the West 10 feet of the vacated street lying adjacent thereto, Windle's Addition to Indianola, Warren County, Iowa AND The South 100 feet of the vacated street between Lot 4, Block 15 and Lot 3, Block 16, Windle's Addition to Indianola, Warren County, Iowa, EXCEPT the West 10 feet thereof

AND EXCEPT

The South 100 feet of the West 10 feet of Lot 3, Block 16 and the South 100 feet of the vacated Street lying between Block 15 and 16, WINDLE'S ADDITION to Indianola, Warren County, Iowa EXCEPT the West 10 feet thereof

AND EXCEPT

Lot 3; the North-South alley lying between Lots 3 & 4; and the South 2.0 feet of the West 128.0 feet of the East-West alley; all in Block 16, Windle Is Addition to the City of Indianola

AND EXCEPT

Lot 4 in Block 16, Windles Addition, an Official Plat in Indianola, Warren County, Iowa

AND

The SE ¼ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 2-7 in Auditor's Plat of Part of Outlot 109, of Auditor's Plat of Outlots in Indianola, Warren County

AND EXCEPT

All portions platted as Williams Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa, except Lot 1 of Block 1

AND EXCEPT

All portions platted as Continuation of Williams Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

The North 75 feet of the South 190 feet of the West 115 feet of Outlot 107 of AUDITORS PLAT OF OUTLOTS in Indianola, Warren County, Iowa

AND EXCEPT

The South One hundred fifteen (115) feet of the West One hundred fifteen (115) feet of Outlot One hundred seven (107) of Auditor's Plat of Out lots in Indianola, Iowa

AND EXCEPT

Beginning 115 feet East of the Southwest corner of Outlot 107, AUDITOR'S PLAT OF OUTLOTS in Indianola, Warren County, Iowa, thence North 190 feet, thence East 73 feet, thence South 190 feet, thence West 73 feet to place of beginning

AND EXCEPT

Beginning at a point One hundred eighty-eight (188) feet East of the Southwest Corner of Outlot One hundred seven (107), Auditor's Plat of Outlots in Indianola, Iowa; thence North one hundred ninety (190) feet, thence East Seventy-two (72) feet, thence South One hundred ninety (190) feet, thence West Seventy-two (72) feet to place of beginning

AND EXCEPT

Beginning 290 feet East and 30 feet North of the Southwest Corner of the SE 1/4 of the SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 190 feet, thence East 100 feet, thence South 190 feet, thence West 100 feet to place of beginning; being Outlot 108 and a part of Outlot 107 of AUDITOR'S PLAT OF OUTLOTS in Indianola, Warren County, Iowa.

INDIANOLA URBAN RENEWAL PLANS

LEGEND

DISTRICT

PROPOSED Kentucky Ridge/6th Street Sub Area

CITY OF INDIANOLA
EST. 1849

0 0.01 0.03 0.06 0.09 0.12 Miles

The City of Indianola Community Development Department provides aerial maps as a public service. Unauthorized attempts to modify any information provided or utilize the material for other than its intended purpose is prohibited. The City makes no claims or guarantees about the accuracy or currency of the contents of this map and expressly disclaims liability for errors and omissions in its contents.

Final Version

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL AREA (**THE KENTUCKY RIDGE/NORTH 6TH STREET URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Indianola, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 2nd day of December, 2024, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Kentucky Ridge/North 6th Street Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

The W ½ of the SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 1-7 of Woodward's Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as a part of Wal-Mart Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Terrace 1, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

All portions platted as Sunset Knolls, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

Parcel "P" of the survey of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 9, Page 16 of 76-23 in the office of the Warren County Recorder

AND EXCEPT

Parcel Q in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa. Said Parcel contains 0.516 Acres, all as shown on plat of survey Drawing No. 1917.6-2 filed in Irregular Plat Book 9, Page 16 of 76-23 in the office of the Warren County Recorder

AND EXCEPT

The South 100 feet of the East 50 feet of Lot 4, Block 15 and the South 100 feet of the West 10 feet of the vacated street lying adjacent thereto, Windle's Addition to Indianola, Warren County, Iowa AND The South 100 feet of the vacated street between Lot 4, Block 15 and Lot 3, Block 16, Windle's Addition to Indianola, Warren County, Iowa, EXCEPT the West 10 feet thereof

AND EXCEPT

The South 100 feet of the West 10 feet of Lot 3, Block 16 and the South 100 feet of the vacated Street lying between Block 15 and 16, WINDLE'S ADDITION to Indianola, Warren County, Iowa EXCEPT the West 10 feet thereof

AND EXCEPT

Lot 3; the North-South alley lying between Lots 3 & 4; and the South 2.0 feet of the West 128.0 feet of the East-West alley; all in Block 16, Windle Is Addition to the City of Indianola

AND EXCEPT

Lot 4 in Block 16, Windles Addition, an Official Plat in Indianola, Warren County, Iowa

AND

The SE 1/4 of the SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa

EXCEPT

Lots 2-7 in Auditor's Plat of Part of Outlot 109, of Auditor's Plat of Outlots in Indianola, Warren County

AND EXCEPT

All portions platted as Williams Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa, except Lot 1 of Block 1

AND EXCEPT

All portions platted as Continuation of Williams Subdivision, an Official Plats now included in and forming a part of the City of Indianola, Warren County, Iowa

AND EXCEPT

The North 75 feet of the South 190 feet of the West 115 feet of Outlot 107 of AUDITORS PLAT OF OUTLOTS in Indianola, Warren County, Iowa

AND EXCEPT

The South One hundred fifteen (115) feet of the West One hundred fifteen (115) feet of Outlot One hundred seven (107) of Auditor's Plat of Out lots in Indianola, Iowa

AND EXCEPT

Beginning 115 feet East of the Southwest corner of Outlot 107, AUDITOR'S PLAT OF OUTLOTS in Indianola, Warren County, Iowa, thence North 190 feet, thence East 73 feet, thence South 190 feet, thence West 73 feet to place of beginning

AND EXCEPT

Beginning at a point One hundred eighty-eight (188) feet East of the Southwest Corner of Outlot One hundred seven (107), Auditor's Plat of Outlots in Indianola, Iowa; thence North one hundred ninety (190) feet, thence East Seventy-two (72) feet, thence South One hundred ninety (190) feet, thence West Seventy-two (72) feet to place of beginning

AND EXCEPT

Beginning 290 feet East and 30 feet North of the Southwest Corner of the SE 1/4 of the SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 190 feet, thence East 100 feet, thence South

190 feet, thence West 100 feet to place of beginning; being Outlot 108 and a part of Outlot 107 of AUDITOR'S PLAT OF OUTLOTS in Indianola, Warren County, Iowa.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Indianola, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Indianola, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Indianola, County of Warren, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Indianola, State of Iowa, certifies to the Auditor of Warren County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Indianola, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area

as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Indianola, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Indianola Record Herald on _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Public hearing regarding the proposed Kentucky Ridge/North 6th Street Urban Renewal Plan in the City of Indianola, State of Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 2, 2024

Subject: Resolution determining an area of the City to be a blighted area and 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 the Kentucky Ridge/North 6th Street Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Inception Group, LLC

Recommendation: Following the adoption of the Kentucky Ridge/North 6th Street Urban Renewal Plan, the Council is asked to hold a public hearing on and consider a resolution approving and authorizing the execution of a Development Agreement by and between the City of Indianola and Inception Group, LLC.

Attachments:

1. Inception Group, LLC DA - Authorizing Resolution
2. DA with Inception Group, LLC - Execution Version 11-15-24

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 2, 2024

7:00 P.M.

Kentucky Ridge/North 6th Avenue Urban Renewal Plan

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

IMPORTANT INFORMATION

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

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

December 2, 2024

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

Absent: _____

Vacant: _____

* * * * *

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

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

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

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

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

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, 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 INCEPTION
GROUP, LLC

WHEREAS, by Resolution No. _____, adopted December 2, 2024, 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 Kentucky Ridge/North 6th Avenue Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Kentucky Ridge/North 6th Avenue Urban Renewal 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, 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 Inception Group, 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 Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of three commercial buildings to be used as retail and/or restaurant space, at least 50 residential housing units, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement obligates to Developer to construct certain Infrastructure Improvements (as defined in the Agreement), to convert an exposed stormwater ditch to an underground storm sewer and replace the exposed sewer main, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement provides that the City will provide a one-time Benchmark Grant to the Developer in the amount of \$375,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to seven (7) consecutive annual payments of Blight Remediation Grants to Developer consisting of 55% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements (provided the percentage of Tax Increments used to fund the Blight Remediation Grants would be increased to 100% after the City had collected sufficient Tax Increment to reimburse the City Advance used to provide the Benchmark Grant); the cumulative total for all such payments not to exceed the lesser of \$462,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$10,000,000; and

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

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

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

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

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

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

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

PASSED AND APPROVED this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA

AND

INCEPTION GROUP, LLC

_____, 2024

AGREEMENT
FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called “Agreement”), is made on or as _____, 2024, by and among the CITY OF INDIANOLA, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (the “Urban Renewal Act”), and INCEPTION GROUP, LLC, an Iowa limited liability company having offices for the transaction of business at 209 East Salem Avenue, Indianola, Iowa 50125 (the “Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area and area suitable for the promotion of economic development, known as the Kentucky Ridge/North 6th Avenue Urban Renewal Area (the “Urban Renewal Area” or “Area”) in the City of Indianola, Iowa, which Area is described in the Kentucky Ridge/North 6th Avenue Urban Renewal Plan (the “Urban Renewal Plan”); and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Development Property has been hindered from redevelopment due to, among other things, the location of a stormwater ditch and a sewer main that became exposed due to erosion; and

WHEREAS, the Developer has proposed to convert the exposed stormwater ditch to an underground storm sewer and replace the exposed sewer main, to grade the site for redevelopment, and to complete a mixed use development project on the Development Property; and

WHEREAS, City is willing to provide certain incentives in exchange for Developer’s performance under this Agreement; and

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

NOW, THEREFORE, in consideration of the 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 and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Assessor means the assessor for Warren County, Iowa.

Benchmark Grant means the one-time grant to made to Developer under the terms of Section 8.1.

Blight Remediation Grants means the payments to be made by the City to Developer under Section 8.2 of this Agreement.

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

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

City Advance means up to \$375,000.00 to be advanced from the City's Storm Water Utility Fund and/or Sanitary Sewer Utility Fund for the sole purpose of funding the payment of the Benchmark Grant to Developer.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer for the Minimum Improvements on the Development Property referred to in Article III.

County means Warren County, Iowa, or any successor to its functions.

Developer means Inception Group, LLC and its permitted successors and assigns.

Development Property means that portion of the Kentucky Ridge/North 6th Avenue Urban Renewal Area described in Exhibit A.

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

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Infrastructure Improvements means the improvements to be completed by Developer to convert the exposed stormwater ditch to an underground storm sewer and replace the exposed sewer main, as further described in Exhibit B to this Agreement.

Kentucky Ridge/North 6th Avenue Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (land and building(s)) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Minimum Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 4.2 of this Agreement.

Minimum Improvements shall mean the construction of three commercial buildings and at least 50 residential housing units, together with all related site improvements and the Infrastructure Improvements, on the Development Property, as further outlined in Exhibit B and depicted in Exhibit B-1, attached hereto.

Mortgage means any mortgage or security agreement in which 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 Developer under a policy or policies of insurance required to be provided and maintained by Developer 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 the ordinance(s) 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 Kentucky Ridge/North 6th Avenue Urban Renewal Area Tax Increment Revenue Fund.

Project shall mean the construction of the Minimum Improvements and the other obligations of the Developer described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues from the Development Property and Minimum Improvements that are divided and made available to the City for deposit in the Kentucky Ridge/North 6th Avenue Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

Section 11.8 of this Agreement.

Unavoidable Delays means 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, the acts of any federal, State or local governmental unit, and the effects of a future pandemic declared after the Commencement Date.

Urban Renewal Area means the area known as the Kentucky Ridge/North 6th Avenue Urban Renewal Area (as may be amended from time to time).

Urban Renewal Plan means the Urban Renewal Plan, as may be amended from time to time, approved with respect to the Kentucky Ridge/North 6th Avenue Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Inception Group, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and authorized to operate in the State of Iowa. Developer 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 Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

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

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

f. Developer will cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

i. The construction of the Minimum Improvements will require a total investment of approximately \$18,000,000.00.

j. Developer has commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement. Upon request by the City (which request need not be in writing), Developer shall provide proof of this financing.

k. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements will be completed by December 31, 2027.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Blight Remediation Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall be in conformance with Exhibit B to this Agreement and shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$18,000,000.00.

All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that it shall permit designated representatives of the City and the State, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve

as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than the date set forth in Section 2.2(k); or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.4. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish 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 with respect to the obligations of Developer to cause construction of the Minimum 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 Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum 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 it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Section 3.5. Completion of Infrastructure Improvements; Bonding Requirements.

a. Upon completion of the Infrastructure Improvements, Developer shall dedicate the Infrastructure Improvements and any associated public right-of-way or easements to the City, subject to the City's acceptance of such dedication under the terms hereof. Upon notice from the Developer of completion of the Infrastructure Improvements, the City shall inspect the Infrastructure Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If (i) the City finds that the Infrastructure Improvements have

been duly completed in compliance with this Agreement and all federal, State, and local laws, regulations, ordinances, policies, and procedures; and (ii) the City is in receipt of copies of the maintenance bonds required by Section 3.5(b), then the City shall accept dedication of the Infrastructure Improvements without unreasonable delay.

b. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Infrastructure Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) shall remain in effect until construction of such Infrastructure Improvements is completed. Developer shall further obtain, or require each of its general contractors to obtain, four-year maintenance bond(s) covering all of the Infrastructure Improvements. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Infrastructure Improvements.

c. Developer recognizes and agrees that upon the City's acceptance of the Infrastructure Improvements, the Infrastructure Improvements shall be owned by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

ARTICLE IV. REAL PROPERTY TAXES

Section 4.1. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns 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 or Minimum Improvements, 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.

Section 4.2. Minimum Assessment Agreement. As further consideration for this Agreement, Developer and the City shall execute an agreement substantially in the form of Exhibit

F, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Minimum Improvements on the Development Property for the purpose of calculating real property taxes (the “Assessment Agreement” or “Minimum Assessment Agreement”) through the Assessment Termination Date (as set in the Minimum Assessment Agreement). Specifically, Developer, the City, the County Assessor, the holder of any mortgage, and all prior lienholders shall agree to a Minimum Actual Value for the Development Property, with the Minimum Improvements thereon, of not less than \$10,000,000.00, before rollback, upon completion of the Minimum Improvements, but in no event later than January 1, 2028, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the “Assessor’s Minimum Actual Value”. Nothing in the Assessment Agreement shall:

- i. limit the discretion of the Assessor for the County to assign an actual value to the buildings on the Development Property in excess of the Assessor’s Minimum Actual Value; or
- ii. prohibit Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer shall not seek a reduction of such actual value below the Assessor’s Minimum Actual Value.

The Assessment Agreement must be certified by the County Assessor, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as all prior lienholders and the holder of a mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the reasonable request of the City, furnish the City with proof of payment of premiums on):

- i. Builder’s risk insurance, written on the so-called “Builder’s Risk–Completed Value Basis,” in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called “all risk” form of policy.
- ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000.00 for each occurrence. The City shall be named as an additional insured for

the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, or its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements and Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements and Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000.00. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements and Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.00.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon the reasonable request of the City, which shall not be made more frequently than one time per year, Developer will provide the City with copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force

and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements and Minimum Improvements.

d. Prior to the Termination Date, Developer agrees to notify the City within thirty (30) days in the case of damage exceeding \$25,000.00 in amount to, or destruction of, the 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 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.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

f. Notwithstanding anything to the contrary in subsections (b)-(e) of this Section 5.1, the Developer shall not be required to maintain insurance for the Infrastructure Improvements after they have been dedicated to, and accepted by, the City, consistent with the terms of Section 3.5.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Minimum Improvements (but excluding the Infrastructure Improvements after they have been dedicated to, and accepted by, the City, consistent with the terms of Section 3.5), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, or other recognized accounting standards, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Development Property, Minimum Improvements, Minimum Improvements, and Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements and Minimum Improvements, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that tenants, applicants and employees 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. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City an Annual Certification, in the form of Exhibit E attached hereto, containing: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the value assessed thereon, in addition to the assessed value of the Development Property and Minimum Improvements as of the date of the certification; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if either of the signers is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2025 and ending on October 15, 2036 (both dates inclusive), unless this Agreement is terminated earlier under the provisions of this Agreement. Developer shall provide supporting information for its Annual Certifications upon request of the City.

Section 6.7. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees

that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements (but excluding the Infrastructure Improvements, which may be dedicated to the City, consistent with the terms of Section 3.5), or 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; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may, without the consent of the City, assign this Agreement to an entity affiliated with or under the common control of the Developer if such entity purchases the Development Property, or a part thereof, pursuant to a written purchase agreement made subject to the terms, covenants and conditions imposed upon the Developer by this Agreement; provided, however, that the Developer shall provide written notice to the City of the proposed sale and assignment of this Agreement prior to the completion of the sale and assignment.

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 and Minimum Improvements (but excluding the Infrastructure Improvements, which may be dedicated to the City, consistent with the terms of Section 3.5) 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)).

ARTICLE VIII. BENCHMARK GRANT AND BLIGHT REMEDIATION GRANTS

Section 8.1. Benchmark Grant. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement and subject to the limitations set forth in Section 8.5, to provide a one-time non-refundable Benchmark Grant in the amount of \$375,000.00 to Developer, which Benchmark Grant shall be paid within thirty (30) days after: (i) the Developer has completed the Infrastructure Improvements and the City has accepted dedication of the Infrastructure Improvements and any related easements and public right-of-way, which acceptance shall not be unreasonably delayed by the City, and (ii) the Developer has completed all steps necessary to prepare the Development Property for vertical construction, including, but not limited to, grading of the Development Property.

The Benchmark Grant shall be payable solely and only from the proceeds of the City Advance. The City Advance constitutes debt from an urban renewal project which the City is authorized to certify under Iowa Code Section 403.19 for purposes of obtaining reimbursement for the City Advance from the division of revenue within the Urban Renewal Area as authorized by Iowa Code Section 403.19 and the Urban Renewal Plan.

Section 8.2. Blight Remediation Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to seven (7) consecutive annual payments of Blight Remediation Grants to Developer up to a total amount not to exceed Four Hundred Sixty-Two Thousand Dollars (\$462,000.00). The amount of each Grant shall be calculated as a percentage of the Tax Increments in the applicable fiscal year, under the following schedule, terms, and conditions:

b. If the Minimum Improvements have been fully constructed by November 15, 2027, or the Minimum Improvements are not completed by November 15, 2027 but the City reasonably believes the Minimum Improvements will be completed by December 31, 2027, then the City shall submit a TIF debt certification to the County Auditor by December 1, 2027, requesting an amount estimated to equal 55% of the available Tax Increments resulting from any partial assessment value imposed on the Minimum Improvements as of January 1, 2027, to be collected by the County Auditor as taxes are paid during the following fiscal year (Fiscal Year 2028-2029). Upon such conditions being met, the City shall pay a Blight Remediation Grant to the Developer on June 1, 2029 for 55% of the Tax Increments collected in Fiscal Year 2028-2029. The Developer acknowledges that this first Blight Remediation Grant is expected to be calculated based on an increased assessment value that is less than the full assessed value of the Minimum Improvements, as the completed Minimum Improvements are not expected to be fully assessed until January 1, 2028 (for taxes paid in Fiscal Year 2029-2030).

c. If the Minimum Improvements are fully constructed by December 31, 2027 and are assessed for \$10,000,000.00 as of January 1, 2028 (consistent with the Minimum Assessment Agreement), and provided the Developer has timely filed the Developer's Annual Certification and provided the information required under Section 6.6, then the City submit a TIF debt certification to the County Auditor by December 1, 2028, requesting available Tax Increments resulting from the January 1, 2028 assessment value, to be collected by the County Auditor as taxes are paid during the following fiscal year, which shall be used to pay a Blight Remediation Grant to the Developer on June 1, 2030 and on each subsequent June 1, until June 1, 2035 (unless the maximum amount has been paid earlier), pursuant to the following schedule and for the following amounts:

<u>Date</u>	<u>Amount of Blight Remediation Grants</u>
June 1, 2030	55% of Tax Increments collected in Fiscal Year 29-30
June 1, 2031	55% of Tax Increments collected in Fiscal Year 30-31
June 1, 2032	55% of Tax Increments collected in Fiscal Year 31-32
June 1, 2033	55% of Tax Increments collected in Fiscal Year 32-33
June 1, 2034	55% of Tax Increments collected in Fiscal Year 33-34
June 1, 2035	55% of Tax Increments collected in Fiscal Year 34-35

Until the City has collected sufficient Tax Increments to fully reimburse the City Advance used to fund the Benchmark Grant, each annual payment shall be equal in amount to 55% of the Tax Increments collected by the City with respect to the Development Property and Minimum Improvements and deposited into the Inception Group TIF Account (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article. If the City has collected sufficient Tax Increments to fully reimburse the City Advance before all of the available Blight Remediation Grants have been paid to Developer (and before the cumulative amount of the Blight Remediation Grants reaches \$462,000.00), then the remaining annual payments of Blight Remediation Grants shall be equal in amount to 100% of the Tax Increments collected by the City with respect to the Development Property and Minimum Improvements and deposited into the Inception Group TIF Account (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

d. The Blight Remediation Grants shall be payable from and secured solely and only by Tax Increments deposited and held in the Inception Group TIF Account of the Kentucky Ridge/North 6th Avenue 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 to apply the appropriate amount of Tax Increments collected and allocated to the Inception Group TIF Account to pay the Blight Remediation Grants, as and to the extent set forth in this Article. The Blight Remediation Grants shall not be payable by Tax Increments previously allocated to another project nor by other tax increment revenues or by general taxation or from any other City funds.

Section 8.3. Maximum Amount of Blight Remediation Grants. The aggregate amount of the Blight Remediation Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements and Development Property over the specified time period, subject to the limitations set forth herein, but in no event shall exceed Four Hundred Sixty-Two Thousand Dollars (\$462,000.00) over seven (7) years. The City makes no guarantee that the Developer will receive the maximum amount of grants. The Blight Remediation Grants are only for the Project described in this Agreement and not any future expansions which, to be eligible for incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.4. Conditions Precedent to Blight Remediation Grants. Notwithstanding the provisions of Section 8.2 above, the obligation of the City to make a Blight Remediation Grant in any year shall be subject to and conditioned upon the following:

- a. Developer's compliance with the terms of this Agreement, including, but not limited to, the payment of real property taxes; and
- b. Developer's timely filing of the Annual Certifications required under Section 6.6

hereof and the Council's approval thereof; and

- c. No Event of Default shall have occurred and be continuing.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.6 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.6 hereof shall be considered separately in determining whether the City shall make any of the Blight Remediation Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for a Blight Remediation Grant due to the sole fault of the Developer in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Blight Remediation 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 Blight Remediation Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.2 and 8.3.

Section 8.5. Limitations on Grants.

a. The Benchmark Grant and each Blight Remediation Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. 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 payments of the Benchmark Grant or Blight Remediation 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 or by the City's bond counsel 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.

b. Notwithstanding the provisions of Sections 8.1 and 8.2 hereof, the City shall have no obligation to make a Benchmark Grant or Blight Remediation Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, the City's ability to collect Tax Increments is terminated, or the City receives an opinion from its legal counsel to the effect that the use of (i) the City Advance to fund the Benchmark Grant, as contemplated under Section 8.1, or (ii) Tax Increments to fund a Blight Remediation Grant to Developer, as contemplated

under Section 8.2, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon any such legal constraint 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) annual Blight Remediation Grants would otherwise have been paid to Developer under the terms of Section 8.2, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.6. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the amounts to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Blight Remediation Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.7. Reduction of First Blight Remediation Grant. Developer shall pay to the City an amount equal to the actual costs incurred by the City, but not to exceed \$5,000, in connection with the negotiation, drafting, adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Developer shall pay such amount to the City within thirty (30) days of written demand of payment being made by the City to Developer or, if the Developer has not previously paid the amount, then such costs shall be deducted from the first Blight Remediation Grant. If the Developer does not qualify for any Blight Remediation Grants under the terms of this Agreement, or if this Agreement is terminated by the City prior to payment of the first Blight Remediation Grant due to an Event of Default, then the Developer shall pay any outstanding balance due under this provision within thirty (30) days of written demand of payment being made by the City to Developer.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements. Notwithstanding the foregoing, this shall not be construed to require or cause Developer to indemnify, defend, and hold harmless the Indemnified Parties against any loss, damage, injury, or death arising from or associated with property, including Infrastructure Improvements and related easements and public rights-of-way, dedicated to and accepted by the City, after the City's acceptance thereof.

b. Except for any intentional harm, intentional tort, fraud, ultra vires act or omission, willful misrepresentation, any willful or wanton misconduct or any unlawful act of the Indemnified

Parties, the 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 the 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 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 the Developer, or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements 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. 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. Default by Developer:

- i. Failure by the Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms, conditions, and limitations of this Agreement, including completion by the date set forth in Section 2.2(k);
- ii. Failure by the Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;
- iii. Transfer of Developer’s interest in the Development Property or this Agreement in violation of the provisions of this Agreement;
- iv. Failure by Developer to timely pay ad valorem taxes on the Development Property;
- v. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

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

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

b. Default by City:

i. Breach or non-performance by the City of any term, condition, or covenant imposing an obligation upon the City pursuant to and or in violation of the terms, covenants, and conditions of this Agreement;

ii. Failure by the City to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 10.2. Remedies on Default.

a. Remedies Available to the City: Whenever any Event of Default by Developer referred to in Section 10.1(a) of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the

Event of Default will be cured as soon as reasonably possible:

- i. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- ii. The City may terminate this Agreement;
- iii. The City may withhold the Certificate of Completion;
- iv. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement;
- v. The City shall have no obligation to pay the Blight Remediation Grants to Developer subsequent to an Event of Default and 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 Blight Remediation Grants previously made to Developer under Article VIII hereof, with interest thereon at 12% per annum. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement; or
- vi. The City may suspend its performance under this Agreement until the Developer cures its default under the terms of this Agreement.

b. Remedies Available to the Developer: Whenever any Event of Default by the City referred to in Section 10.1(b) of this Agreement occurs and is continuing, the Developer may take one or more of the following actions after giving thirty (30) days written notice to the City of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the Developer within thirty (30) days, or in the Event of Default cannot reasonably be cured within thirty (30) days and the City does not provide assurances reasonably satisfactory to the Developer that the Event of Default will be cured as soon as reasonably possible;

- i. The Developer may take any action, including legal, equitable, or administrative action, which may appear necessary and desirable to enforce performance and observation of any obligation, agreement, or covenant of the City, as the case may be under this Agreement;
- ii. The Developer may recover monetary damages against the City for actual damages of not more than \$10,000;
- iii. The Developer may seek and obtain a declaratory judgment or injunction;
- iv. The Developer may suspend its performance under this Agreement until the City

cures its default under the terms of this Agreement. The duration of the suspension shall be added to the guidelines, deadlines, timeframe, and requirements for performance of the obligations of and/or by the Developer.

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.

ARTICLE XI. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to Inception Group, LLC, at 209 E Salem Ave, Indianola, IA 50125;
- b. In the case of the City, is addressed to or delivered personally to the City at: City of Indianola, Iowa, 110 North First Street, Indianola, Iowa 50125, Attn: City Manager;

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

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

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

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

Section 11.6. Further Assurances. Each Party shall take all actions and do all things, and execute with acknowledgement or affidavit, if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

Section 11.7. Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 11.8. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.9. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.10. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2035, unless terminated earlier under the provisions of this Agreement.

Section 11.11. 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. The City shall pay for all costs of recording.

Section 11.12. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

CITY OF INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

INCEPTION GROUP, LLC

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

STATE OF _____)
COUNTY OF _____) SS

This record acknowledged before me on _____, 20____ by
_____ and _____ as _____ of
Inception Group, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – Inception Group, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

The North $\frac{1}{2}$ of the following described real estate: Beginning at a point 33 feet East and 238 $\frac{1}{2}$ feet North of the SW corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, 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 Lot 9 of Woodward's Subdivision in Indianola, Warren County, Iowa, AND Parcel 'AA' as described in the Irregular Plat of Survey filed in the Office of the Recorder in and for Warren County, Iowa on March 1, 2000 in Book 13, Page 3 of 76-23 being a part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of three commercial buildings to be used as retail and/or restaurant space, and related site improvements, with an estimated cost of completion of approximately \$4,000,000.00. The Minimum Improvements shall also include at least 50 residential housing units, and all related site improvements, with an estimated cost of completion of approximately \$14,000,000.00. The site improvements shall include converting an open storm water ditch to an underground storm sewer, to be dedicated to the City. An existing sanitary sewer will be replaced, consistent with all applicable City construction, dedication, and bonding requirements. The Minimum Improvements are expected to be completed by December 31, 2027. See Exhibit B-1 for site plans or depictions of the Minimum Improvements.

B-1

Execution Version

NOTES:

1. ALL LOTS ARE TO BE DEVELOPED WITHIN 12 MONTHS OF THE DATE OF THE PUD APPROVAL.
2. ALL LOTS ARE TO BE DEVELOPED WITHIN 12 MONTHS OF THE DATE OF THE PUD APPROVAL.
3. ALL LOTS ARE TO BE DEVELOPED WITHIN 12 MONTHS OF THE DATE OF THE PUD APPROVAL.
4. ALL LOTS ARE TO BE DEVELOPED WITHIN 12 MONTHS OF THE DATE OF THE PUD APPROVAL.
5. ALL LOTS ARE TO BE DEVELOPED WITHIN 12 MONTHS OF THE DATE OF THE PUD APPROVAL.

LEGEND:

- RESIDENTIAL LOT
- COMMERCIAL LOT
- LANDSCAPING BUFFER
- STREET
- ALLEY
- DRIVEWAY
- PARKING SPACE
- LANDSCAPING BUFFER
- STREET
- ALLEY
- DRIVEWAY
- PARKING SPACE
- LANDSCAPING BUFFER

LEGEND:

- RESIDENTIAL LOT
- COMMERCIAL LOT
- LANDSCAPING BUFFER
- STREET
- ALLEY
- DRIVEWAY
- PARKING SPACE
- LANDSCAPING BUFFER
- STREET
- ALLEY
- DRIVEWAY
- PARKING SPACE
- LANDSCAPING BUFFER

LEGEND:

- RESIDENTIAL LOT
- COMMERCIAL LOT
- LANDSCAPING BUFFER
- STREET
- ALLEY
- DRIVEWAY
- PARKING SPACE
- LANDSCAPING BUFFER
- STREET
- ALLEY
- DRIVEWAY
- PARKING SPACE
- LANDSCAPING BUFFER

Execution Version

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Indianola, Iowa (the “City”) and Inception Group, LLC (the “Developer”) did on or about _____, 2024, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

The North ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the SW corner of the NW¼ SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, 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, Warren County, Iowa, AND Parcel 'AA' as described in the Irregular Plat of Survey filed in the Office of the Recorder in and for Warren County, Iowa on March 1, 2000 in Book 13, Page 3 of 76-23 being a part of the NW¼ SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

(the “Development Property”); and

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

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

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

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

[Signature page follows]

C-1

Execution Version

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

Notary Public in and for the State of Iowa

[Signature page to Certification of Completion]

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Indianola, Iowa (the “City”) and Inception Group, LLC, an Iowa limited liability company (“Developer”) did on or about _____, 2024, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed to develop and operate, certain real property located within the City and within the Kentucky Ridge/North 6th Avenue Urban Renewal Area, in accordance with the terms of the Agreement and the Kentucky Ridge/North 6th Avenue Urban Renewal Plan (the “Plan”), which property is legally described as:

The North ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the SW corner of the NW¼ SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, 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, Warren County, Iowa, AND Parcel 'AA' as described in the Irregular Plat of Survey filed in the Office of the Recorder in and for Warren County, Iowa on March 1, 2000 in Book 13, Page 3 of 76-23 being a part of the NW¼ SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the date first stated above and terminates on December 31, 2035, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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, Indianola, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development as of _____, 2024.

[Signatures start on the next page]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement – City of Indianola]

DEVELOPER:
INCEPTION GROUP, LLC

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20____ by
_____ and _____ as _____ of
Inception Group, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Memorandum of Agreement – Inception Group, LLC]

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of _____ 2024, by and between the CITY OF INDIANOLA, IOWA (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2023, as amended, and INCEPTION GROUP, LLC, an Iowa limited liability company, having an office for the transaction of business at 209 East Salem Avenue, Indianola, Iowa 50125 (“Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of the date first set forth above (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which is legally described as follows:

The North ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the SW corner of the NW¼ SW 1/4 of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, 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, Warren County, Iowa, AND Parcel 'AA' as described in the Irregular Plat of Survey filed in the Office of the Recorder in and for Warren County, Iowa on March 1, 2000 in Book 13, Page 3 of 76-23 being a part of the NW¼ SW¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

(the “Development Property”); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer undertake the construction of Minimum

Improvements (as described in the Development Agreement), on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the buildings on the Development Property following completion of the Minimum Improvements by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Warren County Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed; and

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements, but in any event not later than January 1, 2028, the Minimum Actual Value fixed for assessment purposes for the Development Property and Minimum Improvements in the aggregate shall be not less than Ten Million Dollars (\$10,000,000.00). The Minimum Actual Value is the value before rollback. The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2033 ("Assessment Agreement Termination Date"). Upon the Assessment Agreement Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the building on the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the buildings on the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the buildings on the Development Property through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Warren County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

7. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability

shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Agreement Termination Date set forth in Section 1 above.

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF INDIANOLA, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF WARREN)

Notary Public in and for the State of Iowa

F-5

DEVELOPER:
INCEPTION GROUP, LLC

By: _____

Print Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20____ by
_____ and _____ as _____ of
Inception Group, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Minimum Assessment Agreement– Inception Group, LLC]

EXHIBIT F (Cont.)
LIENHOLDER CONSENT

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms and subordinates any previously acquired mortgage, lien or other interest in the Development Property to the City of Indianola, Iowa. This provision shall be binding on the parties and their respective successors and assigns.

Name of Lienholder

By: _____
Signature

By: _____
Signature

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of _____ and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for the said state

[add additional pages for each lienholder]

Note: If there are no lienholders, this page shall have no signatures.

**EXHIBIT F (Cont.)
CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Development Property, including the Minimum Improvements on the Development Property (building and land value) in the aggregate upon substantial completion of the Minimum Improvements, but no later than January 1, 2027, shall be at least Ten Million Dollars (\$10,000,000.00) until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

The Minimum Actual Value is the value before rollback.

Assessor for Warren County, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF WARREN)

Subscribed and sworn to before me by _____, Assessor for Warren County, Iowa on this ____ day of _____, 20__.

Notary Public for the State of Iowa

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

02392916\13538-183



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Public hearing on the proposal to enter into a Development Agreement with Inception Group, LLC.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Inception Group, LLC.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Summercrest Hills Urban Renewal Plan

Introduction: At the November 4, 2024, meeting the Indianola City Council set a public hearing for December 2 regarding a proposed Summercrest Hills Urban Renewal Plan.

Background: A consultation meeting with other taxing entities was held on November 12, 2024. A representative from the Indianola Community School District attend the meeting. No written comments were received from the taxing entities regarding the proposed amendment.

The Planning and Zoning Commission reviewed the proposed plan at their November 12, 2024 meeting.

Discussion: Included in the packet are the consultation meeting minutes, the Planning and Zoning Commission minutes, the adopting resolution and the proposed TIF ordinance.

Budget Impact:

Recommendation: Council is asked to hold a public hearing, then consider the resolution and ordinance for the Summercrest Hills Urban Renewal Plan.

Attachments:

1. November 12 2024 Consultation Meeting Minutes
2. P&Z November 12, 2024 Meeting Minutes 1 (1)
3. Summercrest Hills URP - Authorizing Resolution
4. Summercrest Hills URP - Ordinance

The City of Indianola held a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on November 12, 2024, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa concerning a proposed Amendment No. 8 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area, a proposed Kentucky Ridge/North 6th Street Urban Renewal Plan for a proposed Kentucky Ridge/North 6th Street Urban Renewal Area, and a proposed Summercrest Hills Urban Renewal Plan for a proposed Summercrest Hills Urban Renewal Area.

Chad Vink, Indianola Community School District, attended the consultation. The consultation included a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Areas, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Areas, and the duration of any bond issuance included in the Amendment Urban Renewal Plans. No representative from Warren County was in attendance.

No written recommendations for modifications to the proposed division of revenue were received from the affected taxing entities.

Dated this 18th day of November 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)



PLANNING AND ZONING COMMISSION MEETING

November 12, 2024

6:00 PM

City Council Chambers

Minutes

1. Call to Order

The meeting was called to order at 6:00 PM.

2. Roll Call

Commission members present: Cortney Marmon, Al Farris, Carrie Woerdeman, Lin Stecker, Jake Vice, Rich Piper.

Staff members present: Ben Reeves, Bil Mettee, Tara Bosteder.

3. Agenda Approval

A. Approval of the November 12, 2024 agenda.

Vice made a motion to approve the agenda.

Farris seconded the motion.

Motion was passed.

4. Minutes Approval

A. Approval of the October 22, 2024 meeting minutes.

Farris made a motion to approve the meeting minutes.

Vice seconded the motion.

Motion was passed.

5. Public Comment

No public comments.

6. New Business

A. Review and Consideration of the Proposed Kentucky Ridge / North 6th Street Urban Renewal Plan for its Conformance with Elevate Indianola Comprehensive Plan

Planner Bill Mettee explained that the urban area renewal plan needed to be redone due to several different projects that are requesting tax increment financing (TIF). So, as part of that process, re-identification was needed in certain districts where they were located. Mettee added that no vote is required for this agenda item, but the commission should decide if the plan complies with the Elevate Indianola Comprehensive plan. Mettee then presented the proposed plan.

Commissioner Farris questioned why this urban renewal plan was separate from the urban renewal plan referenced in the next agenda item. City Manager Ben Reeves confirmed that it was due to geography.

City Manager Reeves continued that an urban renewal area allows taxes to be segregated from the overall collection and then, through a TIF agreement, different improvements can be made. These improvements will be for the Kentucky Ridge project and the North 6th Street area.

Commissioner Piper asked where the plan would go from here. Planner Mettee confirmed that it would go to City Council next. City Manager Reeves explained there's a process when an urban renewal area is created. The Iowa State Code requires that they are a maximum of 20 years for commercial and 10 years for residential. Upon creation, these dates are established and it creates the mechanism for the segregated collection out of the normal collection of property taxes. Those segregated funds can then be used for the urban renewal area. From that, you then have a development agreement that's put together for the use of TIF dollars that come through that collection mechanism. The first development agreement that will come through is for the Kentucky Ridge project, that will have to do with the 51 townhome units and the commercial areas that is occurring right now. The reason the city is getting involved with that is because we had all the storm water and sanitary sewer that needed to be repaired by the developer and also for all the fill dirt that was brought in to make the area more usable. That is the general terms of that development agreement. In addition to the creation and taking it through to the Planning Commission, there was a meeting with the school district and the county to review the plan with them. There will be a public hearing on December 2nd for both the URA and the TIF development agreement that is being put together. Once that's approved, that one is done with a bunch of others in the pipeline.

Commissioner Woerdeman commented that this seems like something that should have been requested before any work was started and asked if there was something more to it. City Manager Reeves answered yes. He continued that the city have several TIF districts throughout the community, including one being cleaned up that is not on the agenda called the Hillcrest, and a change order is being put forth called Amendment Number 8. A lot of these TIF districts needed to be cleaned up and Charlie had started that process before leaving. In order to (1) bring them into compliance with state code and (2) we have to remove certain areas out of existing TIF districts so that the money could be redistributed to the Kentucky Ridge project. There was a lot of surveying work, negotiating work, and clean up on the Amendment Number 8, Kentucky Ridge, Summercrest, as well as 3 others that we have going on which are Emerald Bay, Wesley Life, and Deer Run. A lot of cleanup work has been done and they went forward on faith that the city would continue with this endeavor and that the money, once they've started with construction and started generating tax dollars, would be able to be used in reimbursement. Woerdemen stated they took a calculated risk in moving forward. Reeves concurred and added that it's also important to note that the city did front some money in that regard and the city will be reimbursed through these TIF dollars as well on a proportionate share. So they're fronting some and the city is fronting some. He thinks 55% to 45% is the ratio, and as those tax dollars are collected, both will be reimbursed until made whole.

Commissioner Piper asked, with regard to the districts with TIF funding, what assurances there are later that there is money to continue to fund these future projects from an

administrative standpoint. City Manager Reeves explained that everything is based on increment, so not what the tax base is, but the increment that you are creating. So in this case, there was a parcel of property that is now being used for potential commercial spots and 51 units. The value of that property has gone up because of the improvements that have been made and the dirt that was brought in. In addition, further south in the 6th Street Subarea, there is the city's public works yard surrounded by the county's public works yard. That has zero base because taxes weren't being collected as it's governmental. So the increment is substantial in those areas. As that area is developed, new taxes coming in will be created and those tax dollars will be used to help pay for the infrastructure that brings in those improvements.

Commissioner Farris asked if the North 6th Street area was going to be the site of the future library, how that increases the tax base. City Manager Reeves explained that the area is much larger than just the library. It includes the whole 6th Street subarea, which consists of the potential future site of the library (potential due to some private property within that's under negotiation), the county property, the city property, and the elevator area/Heartland all the way out to Hy Vee.

Commissioner Vice asked if existing businesses in that area, such as Hy Vee, would have any opportunity with the money. City Manager Reeves answered that they would if they were to make an incremental improvement. If they were to make an improvement that would increase value and generate new taxes, we could have that increment come back to help in the endeavor.

There were no further questions from the commission.

The commission unanimously concluded the Kentucky Ridge / North 6th Street Urban Renewal Plan is in conformance with the Elevate Indianola Comprehensive Plan.

B. Review and Consideration of the Proposed Summercrest Urban Renewal Plan for its Conformance with Elevate Indianola Comprehensive Plan

Planner Bill Mettee presented the proposed plan.

Commissioner Vice asked if the comprehensive plan is supposed to be updated every ten years. Planner Mettee answered that they are typically set up for a twenty-year period. He further explained that cities will typically make updates or modifications every five or ten years. Vice noted and Mettee confirmed that 2020 is when the full adoption of the Elevate Indianola plan occurred. Commissioner Farris added that before that it'd been a while since any updates or modifications were made.

Commission Farris asked whose plan this was, acknowledging that it was the Summercrest Hills urban renewal plan. City Manager Reeves explained that it was the city's plan, with a TIF development agreement being proposed December 2nd, where information will be shared regarding the development that is being planned. He said in short, it'll bring in some significant regional park amenities which would draw in traffic for potential hotels and restaurants in that area. This is the mechanism by which we can collect tax dollars for this development area.

Then there will be a public hearing on the URA, a public hearing on the development agreement, and a sharing of the overall conceptual review. And as individual plats and all that type of thing come through, it will highly involve the Planning Commission at every step.

Commissioner Farris asked as they go through this process and the commission is asked to make these decisions, how much does their decision lock in the plan. City Manager Reeves explained that with this mechanism, it's just creating the URA which allows dollars to be segregated into a "bucket". He further explained that how those dollars leave the "bucket" is where his question pertained and that's through a development agreement that comes later. He said it's important to note that one of the things that will be constructed is the extension of Willowcrest going east, and the connection of North 7th and North 6th coming up, which will provide greater connectivity. The city will be taking care of North 7th and Willowcrest. Not only does that expand the area to the south of Willowcrest, it also opens up the areas to the north of Willowcrest behind DeYarman. It provides connectivity for that entire subdivision to get out through Willowcrest, which will also be nice for police, fire, and snow plows.

Commissioner Woerdeman asked if that project would be utilizing city budget dollars or if the city would be bonding based on the TIF. City Manager Reeves answered it's part of the development agreement coming up on December 2nd. He shared that 100% of the TIF collected will be used to make the debt service payments to the city and then what's leftover will be used by the developer for a certain period of time and it drops over time.

Commissioner Woerdeman asked what does the city currently do or what are the future plans for the low to moderate income (LMI) set aside for TIF districts. City Manager Reeves stated there hasn't been a residential TIF yet, and LMI is only required for residential, he thinks just over 30%. The first one will be Wesley Life. There is some discussion right now on whether Wesley Life will have it's own use of those funds for LMI proportionality or if they will just generate those funds and those funds will come to the city. If the city starts collecting funds into an LMI, then the city will likely put together some sort of committee or board similar to what other cities do to evaluate LMI type projects that the city might want to collect money for. Of course, it'll take time to collect enough money to do anything, so it might be several years out before that would move forward. The Kentucky Ridge is commercial based, the Summercrest is commercial, although there is a residential component that is excluded from it, Wesley Life and Deer Run, and maybe Emerald Bay might have residential. We try to do just commercial so it stays cleaner and commercial can last longer, twenty years versus ten.

Commissioner Vice asked for definition of LMI. Planner Mettee clarified that it means Low to Moderate Income. City Manager Reeves further explained that for residential projects 1/3 of the money collected, the increment, has to be used to benefit affordable housing, workforce housing, that type of thing.

Commissioner Vice further asked that when referencing this as the mechanism used to reallocate funds to/from the "bucket" it goes into, is it fair to assume that "bucket" is stale where it's at and we're trying to generate more for that bucket, reallocating funds from one to another. City Manager Reeves answered, explaining that Iowa State Code and auditors require that the money collected has to be used for the things for which it was collected. So

the "bucket" that we do have was collected and offsets the YMCA bond debts. So there's really nothing stale; we've just precollected some, then we have the debt service that's going to go out and those two lines will come together. These other "buckets" will be used for specific purposes, like in this figurative case, helping Kentucky Ridge or in the case of Summercrest, putting in Willowcrest, North 7th, and seeing some of the other improvements move forward.

Commissioner Piper asked for clarification on pre-existing developments already there that were benefiting from previous TIF funding. City Manager Reeves said there were areas that overlapped, so money had been collected, but specifically, those were more farm ground. There wasn't a lot collected in those areas. Now they're being segregated and as they convert from ag to higher commercial use, the increment will be substantially higher and those monies will be allocated that way. Piper continued his question, asking specifically about the existing building that benefited from this program ten years ago. City Manager Reeves confirmed that yes, the YMCA (now the IWC) bonds and all of that development, including the hotel, was part of the Hillcrest URA and development agreement. Piper followed up, asking what the status of that bond currently is - is it drained/gone? City Manager Reeves said no, in fact, there's been about six million dollars that has been collected that's sitting in an account and there's approximately five and a half million dollars worth of debt payments on the IWC before it's fully paid off, but there are other projects by which dollars are going as well; all of that lines up so those lines will come together at the end. We can only collect enough to meet the actual amount that is needed for the TIF. Piper asked for reiteration on the source of funding for this. City Manager Reeves explained that as a developer builds for example a Country Inn, that Country Inn is now paying taxes, those taxes instead of going into a city budget will go into a TIF budget and it's used to pay for the infrastructure of that area. Piper asked if it was for use on infrastructure only. City Manager Reeves answered no, not necessarily. It is dependent on the terms that are in the development agreement which is negotiated between the city and the developer, but there are guidelines that the state puts in place. Piper acknowledged that the developer, as mentioned prior, is taking a risk by assuming a certain amount of dollars would be available to close gaps. City Manager Reeves continued that residential can only be used for public infrastructure, and approximately 31% of it has to go to LMI uses. Residential is a little different than commercial. Commercial can go for 20 years and can be more flexible in structure.

Commissioner Piper referenced some different areas on the map provided and asked how they got zoned that way. City Manager Reeves displayed a map of all the different TIF districts and explained this map was a part of Amendment 8. Piper asked if any business, property owner, or developer within these districts could apply to benefit from TIF funding. City Manager Reeves said yes, but in order to draw funds from it they would have to prove that they were bringing increment in. So for example, when Wesley Life comes through, they're going to be putting in about 20 million dollars worth of improvements with about 2 million dollars worth of public improvements. They are looking for assistance on the public side but the actual improvements are much higher. So the valuations go up and everyone wins. Piper asked for clarification on the determination of what's public use versus private use. City Manager Reeves explained that in the given example, the public use portion would be the street with cul de sac and the infrastructure. Reeves continued that with residential it can only be public

infrastructure. In commercial, it can be a lot more. For example, Deer Run is requesting assistance with improvements to their golf course, whether or not that gets in the agreement, we don't know yet. Piper concluded that overall, the goal is incentive to bring different opportunities to Indianola.

Commissioner Stecker asked if the allocation for this money would come from application, from a committee, or who is allocating the money. City Manager Reeves said first, they would have to prove there is going to be an increment. Then it would be a negotiation with the city council and come up with terms. That lays out the path on which they can collect those dollars back, but they have to meet certain milestones such as putting in infrastructure, creation of jobs, or putting in a certain amount of valuation. As long as they're hitting those milestones, those dollars continue to flow to them. So there's certain protections along the way that ensures the city is getting the valuation created, but they can't get anything if they don't create the value. He said it's a good too all around, but it is very complicated.

Commissioner Farris asked if each one of them has to be accounted for separately. City Manager Reeves confirmed this was correct and that it can get very complicated if there's many "buckets" for many milestones along the way and that's why we try to consolidate.

Commissioner Vice asked if there's a point when their increased tax funding rolls over to the city, is it at the end of twenty years? City Manager Reeves said yes, at some point, either when they meet the dollar number that they had negotiated or when time runs out, whichever happens first, then those tax dollars stop going to the developer and they go to the taxing entities meaning they go to the city, county, school district, and others. Vice asked if it would be 100% or just a portion of the property tax. Reeves said it depends on what was negotiated.

Commissioner Piper asked if a flat rate for property tax is open to negotiation and developer's intent. City Manager Reeves answered the property tax itself isn't negotiated unless they have setup a minimum. So whatever it's valued by the county, that sets its taxes and that's what they have to pay. It's just that what they do pay, how we use it and how it goes back. That's what's negotiable.

Commissioner Farris commented that negotiations of TIF districts in the past, specifically the one for the Y, had taken place over multiple meetings. Farris believes this to be pretty typical. City Manager Reeves commented that as we do more of them, they are progressing through a little easier.

Commissioner Woerdeman commented that she would advocate for more consideration for residential TIFs in the future to incentivize affordable housing development in Indianola.

Commissioner Vice asked if there were any TIF funding for the Schoolyard development. City Manager Reeves answered no, it's his understanding that there's nothing TIF related for that project. He added that typically it would go one way or the other with TIF versus abatement and other opportunities. Vice commented that abatement could be attractive to the developer because you can pass that on to the homebuyer. Reeves stated it is less attractive the school district. Commissioner Woerdeman said it is less attractive to the developer as the homebuyer

won't necessarily understand the benefit whereas the TIF can be more monetized to the developer on the front end. Reeves added that if it weren't for TIF, we could not extend Willowcrest, North 7th, and the developer couldn't put in North 6th or all these improvements. Because it can be monetized, we can borrow, they can borrow, and the revenue stream is utilized to pay the debt service which creates a win for everybody.

There were no further questions from the commission.

The commission unanimously concluded the Summercrest Urban Renewal Plan is in conformance with the Elevate Indianola Comprehensive Plan.

7. Comments

A. Building Permit Report

No comments on the building permit report.

B. Current Projects

No comments on any current projects.

8. Adjourn

Vice made a motion to adjourn.

Piper seconded the motion.

The meeting was adjourned at 6:36 PM.

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 2, 2024

6:00 P.M.

Summercrest Hills Urban Renewal Plan

- Public hearing on the proposed Summercrest Hills Urban Renewal Plan
- 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 the Summercrest Hills Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan

IMPORTANT INFORMATION

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

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

December 2, 2024

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Summercrest Hills 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 City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Plan, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Summercrest Hills Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of comments here,
or include summary of comments in meeting minutes}

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 THE SUMMERCREST HILLS URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, 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 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 THE SUMMERCREST HILLS URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Summercrest Hills Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Summercrest Hills Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Summercrest Hills Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Summercrest Hills Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on November 4, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed 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 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 Indianola Record Herald, 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 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 the proposed "Summercrest Hills Urban Renewal Plan" for the area of the City of Indianola, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Summercrest Hills Urban Renewal Area"), be and the same are hereby adopted and approved 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 Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms 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 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 Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, 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 the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Summercrest Hills Urban Renewal Plan for the Summercrest Hills Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution

until the Council amends or repeals the Plan. Said 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.

PASSED AND APPROVED this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

**SUMMERCREST HILLS
URBAN RENEWAL PLAN**

for

**SUMMERCREST HILLS
URBAN RENEWAL AREA**

CITY OF INDIANOLA, IOWA

2024

TABLE OF CONTENTS

SECTION

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN/ZONING
- F. PLAN OBJECTIVES
- G. TYPES OF RENEWAL ACTIVITIES
- H. ELIGIBLE URBAN RENEWAL PROJECTS
- I. FINANCIAL DATA
- J. URBAN RENEWAL FINANCING
- K. AGRICULTURAL LAND
- L. PROPERTY ACQUISITION/DISPOSITION
- M. RELOCATION
- N. PROPERTY WITHIN URBAN REVITALIZATION AREA
- O. STATE AND LOCAL REQUIREMENTS
- P. URBAN RENEWAL PLAN AMENDMENTS
- Q. EFFECTIVE PERIOD
- R. SEVERABILITY CLAUSE

EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B. URBAN RENEWAL AREA MAP
- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Summercrest Hills Urban Renewal Plan
for the
Summercrest Hills Urban Renewal Area**

City of Indianola, Iowa

A. INTRODUCTION

The Summercrest Hills Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Summercrest Hills Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Indianola (“City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial and industrial development.

In order to achieve these objectives, the City intends to undertake urban renewal activities within the Urban Renewal Area, pursuant to the powers granted to the City under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B”. The City reserves the right to modify the boundaries of the Area at some future date.

The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2024, the taxable valuation as of January 1, 2023, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2024, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the Elevate Indianola Comprehensive Plan, adopted in May 2020. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Elevate Indianola Comprehensive Plan.

The property in the Area is currently zoned as C-2, Highway Commercial. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. 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 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 and upgrade of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the development of the Area and to the sound development of the entire City.
4. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and existing commercial development.
7. To improve the conditions and opportunities for economic development.

8. To help develop a sound economic base that will serve as the foundation for future growth and development.
9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities 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, airport 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 make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

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.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements:

Urban Renewal Project Description	Estimated Time Period	Estimated Cost To Be Reimbursed Using TIF	Rationale (why economic development is promoted)
Willowcrest Avenue East Extension and any related utilities	2025-2026	\$4,000,000	Road construction/extensions necessary to promote commercial development.
North 7 th Street Extension and any related utilities	2025-2026	\$3,000,000	Road construction/extensions necessary to promote commercial development.
	Total:	\$7,000,000	

- 2. Development Agreement:** The City anticipates entering into a development agreement with Invigorate Development Group, LLC (or a related entity) (“Developer”) to provide for new commercial development within the Urban Renewal Area. The Developer is expected to construct approximately 12 commercial buildings within the Urban Renewal Area. Construction of the project is expected to be completed by December 31, 2031. The project will create opportunities for new jobs and income to be created by businesses on the commercial lots/buildings created by the project. The City expects to make annual grants to the Developer in the form of rebates of incremental taxes generated by the development project, over period of approximately 20 fiscal years, in an aggregate amount not to exceed \$14,615,134. The payment of any grants will be subject to the terms and conditions of a detailed development agreement between Developer and the City.

- 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

I. FINANCIAL DATA

1.	Current constitutional debt limit:	\$58,884,886
2.	Current outstanding general obligation debt:	\$32,375,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt	\$21,665,134 This total does not include financing costs related to debt issuance, which may be incurred over the

	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 to the City as described above will be approximately as stated in the next column:	life of the Area.
--	--	-------------------

J. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. 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. The 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 *Code of Iowa*, 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 and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. 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 urban renewal projects identified in this Plan. 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. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. 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.

K. AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City must acquire consent from the owner(s) of the agricultural land prior to including such land in the Urban Renewal Area. The City has received consent from the owner of agricultural land proposed to be included in the Urban Renewal Area. A copy of the agricultural landowner agreement is attached hereto as Exhibit “C.” The original signed agreement will be placed on file in the City Clerk’s office.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. 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.

N. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban revitalization area, pursuant to an adopted urban revitalization plan. No tax abatement incentives under the urban revitalization plan will be allowed for development that occurs in the Urban Renewal Area, unless expressly authorized by the City Council.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in a Tax Increment Financing (TIF) ordinance which designates that property as a tax increment area and is designated based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Iowa Code Chapter 403, is limited to twenty (20) fiscal years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds for urban renewal projects within the Urban Renewal Area which qualify for payment from the incremental property tax revenues of the TIF district of the Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Iowa Code Section 403.19) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. SEVERABILITY CLAUSE

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

EXHIBIT A
LEGAL DESCRIPTION OF
SUMMERCREST HILLS URBAN RENEWAL AREA

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

EXHIBIT B DEPICTION OF THE SUMMERCREST HILLS URBAN RENEWAL AREA



EXHIBIT C

AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE SUMMERCREST HILLS URBAN RENEWAL AREA

WHEREAS, the City of Indianola, Iowa, (the "City") has proposed to adopt the Summercrest Hills Urban Renewal Plan (the "Plan") for the Summercrest Hills Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below (the "Property"); and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the Property owned by the Agricultural Land Owner below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa.

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property within the proposed Urban Renewal Area and agrees that the City of Indianola, Iowa, may include such Property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City of Indianola, Iowa, to pass any resolution or ordinance necessary to designate said Property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 21 day of June, 2024.

Agricultural Land Owner's Name:

STEVEN C PIFFER

Signature: Steven Piffer

Date: 06/21/2024

Witness: [Signature]

02377464\13538-180

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SUMMERCREST HILLS URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SUMMERCREST HILLS URBAN RENEWAL AREA (**THE SUMMERCREST HILLS URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Indianola, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 2nd day of December, 2024, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Summercrest Hills Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Indianola, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Indianola, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Indianola, County of Warren, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Indianola, State of Iowa, certifies to the Auditor of Warren County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Indianola, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Indianola, State of Iowa, referred to in Section 3 hereof have been paid, all monies

thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Indianola Record Herald on _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Public hearing regarding the proposed Summercrest Hills Urban Renewal Plan in the City of Indianola, State of Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 2, 2024

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 health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Summercrest Hills Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 2, 2024

Subject: Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: IDG 3, LLC

Recommendation: Following the adoption of the Summercrest Hills Urban Renewal Plan, the Council is asked to hold a public hearing, determine a rental rate, and consider a resolution approving and authorizing the execution of a Development Agreement by and between the City of Indianola and IDG 3, LLC.

Attachments:

1. IDG 3, LLC DA - Authorizing Resolution
2. IDG 3, LLC DA - Execution Version -revised

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 2, 2024

6:00 P.M.

Summercrest Hills Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with IDG 3, LLC (replacing Invigorate Development Group, LLC).
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and IDG 3, LLC (replacing Invigorate Development Group, LLC).

IMPORTANT INFORMATION

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

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

December 2, 2024

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

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Indianola and IDG 3, LLC (replacing Invigorate Development Group, LLC), and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA AND IDG 3, LLC (REPLACING INVIGORATE DEVELOPMENT GROUP, LLC)", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, 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 IDG 3, LLC
(REPLACING INVIGORATE DEVELOPMENT GROUP, LLC)

WHEREAS, by Resolution adopted December 2, 2024, 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 Summercrest Hills Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Summercrest Hills Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan will be filed 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 IDG 3, LLC (replacing the previously identified Invigorate Development Group, LLC) (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Required Improvements and Additional Improvements (collectively, the "Qualifying Improvements") on certain real property located within the proposed Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the Agreement provides that the Developer will also construct Developer Public Improvements (as defined in the Agreement), consisting of construction of North 6th Street and related sanitary sewer, storm sewer, and water infrastructure, under the terms and following satisfaction of the conditions set forth in the Agreement;

WHEREAS, the Agreement obligates to City to construct certain City Public Improvements (as defined in the Agreement), consisting of the construction and extension of Willowcrest Avenue East Street and North 7th Street, and sanitary sewer, storm sewer, and water infrastructure related to each street extension, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive annual payments of Economic Development Grants to Developer, the cumulative total for all such payments not to exceed the lesser of \$14,615,134, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement proposes that the first ten (10) payments of Economic Development Grants would be equal in amount to 100% of the "Available Tax Increment," being the amount of incremental tax revenues generated by construction of the Qualifying Improvements and collected pursuant to Iowa Code Section 403.19 that remains available to provide an Economic Development Grant payment after the City has used Tax Increment to make the annual debt service payment on the bonds used to finance the City Public Improvements, and further proposes that the

remaining Economic Development Grants would be equal in amount to 90% of the Available Tax Increment, as further described in the terms and conditions of the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Qualifying Improvements for tax purposes in an amount that increases from \$8,000,000 to \$20,000,000 as the Qualifying Improvements are completed; and

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

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

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

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

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

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

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

PASSED AND APPROVED this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA

AND

IDG 3, LLC

_____, 2024

AGREEMENT
FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called “Agreement”), is made on or as _____, 2024, by and among the CITY OF INDIANOLA, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (the “Urban Renewal Act”), and IDG 3, LLC, an Iowa limited liability company having offices for the transaction of business at 509 E. Scenic Valley Avenue, Indianola, Iowa 50125 (the “Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Summercrest Hills Urban Renewal Area (the “Urban Renewal Area”), which is described in the Summercrest Hills Urban Renewal Plan approved for such Urban Renewal Area on December 2, 2024 (the “Urban Renewal Plan”); and

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

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

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

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

WHEREAS, the Developer will cause the completion of a Pickleball Project (as defined herein) on City-owned property; and

WHEREAS, the City is willing to construct certain public improvements (the “City Public Improvements,” as defined herein), subject to the conditions set forth herein, which improvements are being undertaken as an urban renewal project to support the development of the Qualifying Improvements in consideration for Developer’s obligations, all pursuant to the terms and conditions of this Agreement;

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

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

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

ARTICLE I. DEFINITIONS

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

Additional Improvements means the construction of eight (8) commercial buildings, other than the Required Improvements, described in Exhibit B and to be constructed by Developer on the Development Property.

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

Annual Debt Service Amount means the annual amount of Debt Service due on the City Bonds pursuant to the schedule included in Exhibit G in a particular fiscal year.

Assessor means the assessor for Warren County, Iowa.

Available Tax Increment means that portion of the Tax Increment collected in a fiscal year, minus the applicable Annual Debt Service Amount.

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

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

City Bonds or Bonds mean the general obligation bonds to be issued by the City for the sole purpose of financing the City Public Improvements. The City Bonds shall be issued in an aggregate principal amount estimated to be approximately \$4,520,601, subject to satisfaction of the conditions precedent set forth in Section 9.1 of this Agreement, and also may be used to pay capitalized interest and costs of issuance of the City Bonds. Such aggregate principal amount may change depending on a variety of factors, such as the costs of projects, actual Bond sale terms, tax rates and levies, the timing of the sale, inclusion of capitalized interest, as necessary, and other factors. Developer recognizes and agrees that the City will use the Tax Increment generated by the construction on the Development Property to pay the Debt Service coming due on the City Bonds as set forth in Exhibit G. The estimated repayment schedule(s) for the City Bonds will be attached hereto as Exhibit G and incorporated herein by reference. Following issuance of the City Bonds,

the City shall deliver a copy of the final Debt Service schedule to the Developer, and such Debt Service schedule thereafter shall be substituted for and become part of Exhibit G to this Agreement. In addition, the parties acknowledge that if the City Bonds are refinanced in the future, Exhibit G shall be updated and such debt service schedule thereafter shall be substituted for and become Exhibit G to this Agreement. Any proceeds from the issuance of City Bonds in excess of what is necessary to finance the City Public Improvements shall be used solely to reduce the Debt Service.

City Public Improvements means the construction and extension of: (i) Willowcrest Avenue East Street and related sanitary sewer, storm sewer, and water infrastructure; and (ii) North 7th Street and related sanitary sewer, storm sewer, and water infrastructure, all to be completed by the City as depicted in Exhibit B-1.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the Agreement is signed by both Parties.

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

Debt Service means the scheduled principal and interest payments (including capitalized interest) related to the City Bonds.

Developer means IDG 3, LLC, and its permitted successors and assigns.

Developer Public Improvements means the construction of North 6th Street, and related sanitary sewer, storm sewer, and water infrastructure, to be completed by the Developer as depicted in Exhibit B-1.

Development Property means that portion of the Urban Renewal Area described in Exhibit A. For the avoidance of doubt, this Agreement is not contemplated to include Economic Development Grants for the development of “Lot 11” as depicted in Exhibit B-1 and Lot 11 shall not be included in the definition of Development Property for purposes of this Agreement.

Economic Development Grants mean the payments to be made by the City to Developer under Section 10.1 of this Agreement.

Event of Default means any of the events described in Section 12.1 of this Agreement.

IDG 3, LLC TIF Account means a separate account within the Summercrest Hills Urban Renewal Area Tax Increment Revenue Fund of the City in which Tax Increment received by the City with respect to the Qualifying Improvements and Development Property shall be deposited under the provisions of Section 403.19 of the Code and the Ordinance.

Minimum Actual Value means the minimum actual value of the Qualifying Improvements on the Development Property (land and improvement value) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Qualifying Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 3.6 of this Agreement.

Mortgage means any mortgage or security agreement in which 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 Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article VI of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

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

Pickleball Project means Developer's completion of four (4) pickleball courts on City-owned property as depicted in Exhibit B-1.

Project means the construction and operation of the Qualifying Improvements on the Development Property, the construction and dedication of the Developer Public Improvements, and the completion of the Pickleball Project, all as described in this Agreement.

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

Required Improvements means the fieldhouse on Lot 4(a) ("Fieldhouse Project"), retail building on Lot 10 ("Retail Project"), and baseball complex or other use as determined by Developer with a Minimum Actual Value of not less than \$3,000,000 on Lot 12 ("Lot 12 Project"), as described in Exhibit B.

State means the State of Iowa.

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

Tax Increment means the property tax revenues with respect to the Qualifying Improvements and Development Property divided and made available to the City for deposit in the IDG 3, LLC TIF Account of the Summercrest Hills Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 13.8 of this Agreement.

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

Urban Renewal Area means the area known as the Summercrest Hills Urban Renewal Area, as may be amended.

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

ARTICLE I-A. PRECONDITION

Section 1-A.1 Preconditions to Obligations.

a. As a precondition to either party's obligations under this Agreement, Developer shall procure full right and title, pursuant to a recordable deed, to the Development Property and provide proof of such acquisition to the City on or before December 31, 2024. If this precondition is not timely satisfied, this Agreement shall automatically terminate with neither party having any further obligation to the other except Developer shall pay to the City an amount equal to the reasonable and customary costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City.

b. As an additional precondition to either party's obligations under this Agreement, the parties agree to negotiate in good faith on a Planned Urban Development (PUD) ordinance which at a minimum shall contain certain variances relative to any existing City architectural standards and building materials applicable to the Fieldhouse Project, permitting agreed reductions in glazing requirements applicable to the Fieldhouse Project, permitted use of metal siding or paneling as a primary façade of the Fieldhouse Project, signage sizing equitable to the sizing of the Fieldhouse Project façade, no requirements of masonry construction within the Fieldhouse Project, and building height allowances which permit the Fieldhouse Project to appropriately function as a recreational and athletic facility. If the parties cannot agree on such a Planned Urban Development ordinance, or if such an ordinance is not adopted and published by the City following

all required processes by May 1, 2025, this Agreement and the Minimum Assessment Agreement shall automatically terminate with neither party having any further obligation to the other except Developer shall pay to the City an amount equal to the reasonable and customary costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. IDG 3, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and duly registered and authorized to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a

violation or breach of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

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

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

f. Developer will reasonably cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Qualifying Improvements, Developer Public Improvements, and Pickleball Project.

g. Developer shall cause the Qualifying Improvements, Developer Public Improvements, and Pickleball Project to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer will use its reasonable best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Qualifying Improvements, Developer Public Improvements, and Pickleball Project may be lawfully constructed.

i. Developer shall use reasonable best efforts to obtain firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Required Improvements, Developer Public Improvements, and Pickleball Project in accordance with the terms of this Agreement and to provide the performance and maintenance bonds required under Section 3.9 hereof. The City shall have no obligation to finance or construct the City Public Improvements until Developer provides the City with proof, in a form satisfactory to the City, of Developer's financing commitment for construction of the Project.

j. Subject to Unavoidable Delays, the Developer will complete the Required Improvements by the following dates: the Retail Project by December 31, 2025; the Fieldhouse Project by July 1, 2027; and the Lot 12 Project by December 31, 2035. Subject to Unavoidable Delays, the Developer shall complete the Pickleball Project by December 1, 2027 and the Developer Public Improvements within twelve (12) months after the City completes the City Public Improvements.

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

l. Developer shall dedicate or transfer to the City, at no cost to the City, (1) the Developer Public Improvements and associated rights-of-way in the Development Property upon acceptance of the Developer Public Improvements by the City; and (2) all rights-of-way in the Development Property as necessary for the City's construction of the City Public Improvements.

ARTICLE III. CONSTRUCTION OF REQUIRED IMPROVEMENTS, DEVELOPER PUBLIC IMPROVEMENTS, AND PICKLEBALL PROJECT

Section 3.1. Construction. Developer agrees that it will cause the Required Improvements, Pickleball Project, and Developer Public Improvements to be constructed on the Development Property in accordance with the terms of this Agreement and all State, federal and local laws. Developer agrees that the scope and scale of the Required Improvements to be constructed shall not be significantly less than the scope and scale as detailed in this Agreement.

All work with respect to the Required Improvements, Developer Public Improvements, and Pickleball Project shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that it shall permit designated representatives of the City and the State, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Required Improvements and Developer Public Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Required Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan and any governing Planned Urban Development (PUD) ordinances applicable thereto; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Required Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2

shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Required Improvements as constructed.

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

Section 3.4. Shared Use – Parking Lot and Basketball Court.

a. Upon completion of the Fieldhouse Project and Pickleball Project, the parties agree to negotiate in good faith the terms of an agreement or cross easement providing for reciprocal use of parking lots on Lot 4a of the Development Property and the existing Indianola Wellness Campus (“IWC”) parking lot, located at approximately 306 E. Scenic Valley Ave., Indianola, IA.

b. Upon completion of the Fieldhouse Project and Pickleball Project, the parties agree to negotiate in good faith the terms of an agreement providing for the Developer’s reasonable use of the basketball courts and related facilities within the IWC for recreational and sporting events occurring in connection with the operation of the recreational facilities constructed as part of the Required Improvements, which definitive agreement shall, at a minimum, permit Developer, or its assigns, access to the IWC basketball court(s) for up to twelve (12) mutually agreeable weekends (Saturday and Sunday) annually for use for recreational tournament activities, with an initial rental rate of \$_____ per hour for associated use during the first five (5) years of the term of the definitive agreement, unless otherwise mutually agreed by the City and Developer.

Section 3.5. Certificate of Completion. Upon written request of Developer after completion of each of the Required Improvements, the City will inspect the Required Improvements, respectively, and, if the Required Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, for each Required Improvement, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination

of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Required Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by Developer, provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Required Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.5 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Required Improvements as constructed.

Section 3.6. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, and the City shall execute an agreement substantially in the form of Exhibit F, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Qualifying Improvements on the Development Property for the purpose of calculating real property taxes (the "Assessment Agreement" or "Minimum Assessment Agreement") through the Assessment Termination Date (as set in the Minimum Assessment Agreement). Specifically, Developer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Qualifying Improvements on the Development Property (building/improvement value) of not less than the aggregate value set forth in Exhibit F (the "Assessor's Minimum Actual Value"), before rollback. As to each building or improvement constructed within the Development Property, the following Minimum Actual Value schedule shall apply to the construction of any such buildings or improvements:

Building / Improvement	Minimum Building / Improvement Actual Value AFTER ROLLBACK
Lot 1 – Retail / Commercial	\$2,014,850.00
Lot 2 – Retail / Commercial	\$2,014,850.00
Lot 3 – Retail / Commercial	\$1,146,990.00
Lot 4(a) – Mixed Use	\$3,385,000.00
Lot 4(b) – Mixed Use	\$3,385,000.00
Lot 5 – Hotel / Commercial	\$7,475,910.00
Lot 6 – Retail / Commercial	\$1,146,990.00
Lot 7- Retail / Commercial	\$2,005,530.00
Lot 8 – Retail / Commercial	\$2,005,530.00
Lot 9 – Retail / Commercial	\$1,146,990.00
Lot 10 – Retail / Commercial	\$2,014,850.00
Lot 11 – RESERVED	RESERVED
Lot 12 – Commercial	\$3,000,000.00

Nothing in the Assessment Agreement shall:

- i. limit the discretion of the Assessor for the County to assign an actual value to the buildings on the Development Property in excess of the Assessor's Minimum Actual Value; or
- ii. prohibit Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value.

The Assessment Agreement must be certified by the County Assessor, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as all prior lienholders and the holder of a mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 3.7. Dedication of Developer Public Improvements. Upon notice of completion of the Developer Public Improvements, the City shall inspect the Developer Public Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Developer Public Improvements have been duly completed in compliance with this Agreement and all City ordinances, policies, and procedures, the bonds required by Section 3.9 have been provided, and the City approves the Developer Public Improvements, the Developer shall dedicate the Developer Public Improvements to the City and the City shall accept said dedication, at no cost to the City. If the City determines that the Developer Public Improvements are not acceptable, it shall notify the Developer in the same manner as refusal to provide a Certificate of Completion as described in Section 3.5.

Section 3.8. Construction of Pickleball Project.

a. In support of Developer's construction of the Pickleball Project, the City agrees, contingent on the Developer's compliance with the terms of this Agreement, to provide Developer with a construction easement, in the discretion of the City, for purposes of Developer constructing the Pickleball Project at no additional cost to the Developer. All other costs of designing and constructing the Pickleball Project shall be paid by Developer.

b. Developer agrees to indemnify, release, defend, and hold harmless the City for all claims, damages, or costs that arise out of the construction of the Pickleball Project if such action, claim, demand, charge loss and expense is caused by any negligent act, willful misconduct, error or omission of the Developer. Developer agrees to repair any damage to the City-owned property caused by Developer's construction of the Pickleball Project. Developer shall indemnify and hold City harmless with respect to all costs and expenses (including, without limitation reasonable attorneys' fees) incurred by City due to Developer's (i) entry onto the City-owned property to

construction the Pickleball Project, (ii) construction of the Pickleball Project, and (iii) failure to repair any damage to the City-owned property caused by the construction of the Pickleball Project. Developer's agreements of indemnity, defense, and hold harmless set forth in this section shall not apply to any action, claim, demand, cost, charge, loss and expense if such action, claim, demand, charge loss and expense is caused by any negligent act, willful misconduct, error or omission of the City.

Section 3.9. No Special Legal Entitlements to Developer Public Improvements and Pickleball Project.

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

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

Section 3.9. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Developer Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for the Developer Public Improvements shall remain in effect until construction of such Developer Public Improvements is completed, at which time a four-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Developer Public Improvements. Subject to conformance with any applicable City ordinance and provided the Developer nonetheless provides the required four-year maintenance bonds, the City agrees to accept a letter of credit in form and substance acceptable to City in lieu of the performance bond. The City shall not exercise rights under the performance bond or letter of credit until after the deadline(s) for completion of the Developer Public Improvements set forth in Section 3.3.

ARTICLE IV. ADDITIONAL IMPROVEMENTS

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

Section 4.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Additional Improvements, which shall be subject to approval by the City as

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

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

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

V. PROPERTY TAXES

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

Subject to Developer's rights expressed under Section 3.6(ii), Developer, and its permitted successors and assigns, 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 or Qualifying Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. 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, including but not limited to tax abatement under the City's Urban Revitalization Plan, between the date of execution of this Agreement and the Termination Date.

Section 5.2. No Abatement. Developer and its successors agree that the Qualifying Improvements within the Development Property are not eligible for tax abatement under Iowa Code Chapter 404 or any other State, federal or local law, and this restriction shall be documented in the Memorandum of Agreement to be recorded pursuant to Section 13.9 of this Agreement.

ARTICLE VI. INSURANCE

Section 6.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Qualifying Improvements, Developer Public Improvements, and Pickleball Project (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

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

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

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

b. Upon completion of construction of the Qualifying Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and

expense (and from time to time at the request of the City shall furnish proof of coverage or proof the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Qualifying Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Qualifying Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term “full insurable replacement value” shall mean the actual replacement cost of the Qualifying Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount of each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers’ compensation insurance respecting all employees of Developer on the Development Property, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers’ compensation.

c. All insurance required by this Article VI to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article VI, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article VI, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Qualifying Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Qualifying 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 Qualifying 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 to any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Qualifying Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VII. FURTHER COVENANTS OF DEVELOPER

Section 7.1. Maintenance of Properties. Developer shall maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Qualifying 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.

Section 7.2. Maintenance of Records. Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to its business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and will provide reasonable protection against loss or damage to such books of record and account.

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

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

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

Section 7.6. Operation of Qualifying Improvements.

a. Required Improvements. Developer shall cause the Required Improvements to be utilized as sports and retail facilities for the primary purpose of the attraction of recreational activities and events to the community and provide quality of life opportunities for employees in

the community, from the completion of the respective improvements through the Termination Date. Developer makes no specific nor explicit representation or warranty hereunder for the permanent or continual occupancy of the Required Improvements during the term of this Agreement by any business, the employee count of such business at any time, nor any hiring or retention policies of employees by any such business occupying the Required Improvements, it being expressly agreed between the City and Developer that Developer has no legal or actual authority to determine the recruitment, hiring or retention practices of any business or user occupying the Required Improvements. Additionally, Developer makes no specific representations or warranties relative to the frequency of use or methods or ability for the attraction for use of any recreational facilities constructed and placed into service as part of the Developer Required Improvements.

b. **Additional Improvements.** Developer is causing construction of the Additional Improvements with the anticipation that they will be occupied by commercial enterprises employing employees therein. Developer shall continue to make commercially reasonable efforts to cause the Additional Improvements to be occupied by businesses that add and retain employees, from the completion of the respective improvements through the Termination Date. Developer makes no specific nor explicit representation or warranty for the permanent or continual occupancy of the Additional Improvements during the term of this Agreement by any business, the employee count of such business at any time, nor any hiring or retention policies of employees by any such business occupying the Additional Improvements, it being expressly agreed between the City and Developer that Developer has no legal or actual authority to determine the recruitment, hiring or retention practices of any business or user occupying the Additional Improvements.

Section 7.7. Developer Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Qualifying Improvements have been timely paid for the prior fiscal year (and for the current year, if due); (ii) the date of the first full assessment of the Required Improvements and the current assessment; (iii) the date of the first full assessment of Additional Improvements and the current assessment; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2026 and ending on October 15, 2046, both dates inclusive. Developer shall provide supporting information for the Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 7.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Required

Improvements, Developer Public Improvements, and Pickleball Project. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Required Improvements, Developer Public Improvements, and Pickleball Project shall commence and be completed within the time limits set forth herein; (b) the Required Improvements, Developer Public Improvements, and Pickleball Project shall be constructed and completed in accordance with the terms of this Agreement and any site/construction plans submitted to the City's building officials; (c) the Required Improvements, Developer Public Improvements, and Pickleball Project shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Required Improvements, Developer Public Improvements, and Pickleball Project shall be paid when due.

ARTICLE VIII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 8.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

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

b. In the event that Developer wishes to assign this Agreement, in whole or in part, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all of Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall be given or withheld in the sole discretion of the City.

Section 8.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, and 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 or Qualifying Improvements from property tax liability, except with respect to any property transferred to the City in connection with public infrastructure and right-of-way. Nor can the Development Property or Qualifying Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE IX. CITY PUBLIC IMPROVEMENTS

Section 9.1. Contingent on Developer's compliance with the terms of this Agreement, including but not limited to the execution of the Minimum Assessment Agreement as set forth in Section 3.6, and contingent upon satisfaction of the conditions precedent set forth below in this Section 9.1, the City intends to cause the construction of certain City Public Improvements to support private development on the Development Property. The City's obligation to cause construction of the City Public Improvements shall be subject in all respects to Unavoidable Delays and to the satisfaction of all conditions and procedures required by law (in the judgment of any counsel for the City) for the planning, designing, letting, constructing, inspecting, and funding of the Public Improvements, including but not limited to the requirements of Iowa Code Chapters 26, 384, 403, and 573, and including the holding of all required public hearings relating to the same. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement with respect to construction of the City Public Improvements is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings, and subject to each of the following conditions precedent:

- a. The City shall have completed all applicable public bidding requirements for the City Public Improvements in the City's sole discretion and shall have awarded a contract for the City Public Improvements acceptable to the City in its sole discretion; and
- b. The Developer providing all necessary public utility easements and right of way for the City Public Improvements, if any, over and through the Development Property with no compensation to Developer; and
- c. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance the City Bonds necessary for the construction of the City Public Improvements, if any, (in the sole judgment of bond counsel for the City); and
- d. The City shall have secured financing for the construction of the Public Improvements, in the form of the City Bonds, on such terms and conditions as it shall deem necessary or desirable in its sole discretion; and
- e. There has not been a substantial change for the worse in the financial resources and the ability of Developer, or a substantial decrease in the financing commitment secured by Developer for construction of the Required Improvements, Developer Public Improvements, and Pickleball Project which changes make the Developer unable to fulfill its covenants and obligations under this Agreement; and
- f. Developer in material compliance with all of the terms and provisions of this Agreement; and
- g. Completion of any other hearings related to other financing sources.

Section 9.2. Design of the City Public Improvements; No Special Rights. The design of the City Public Improvements shall be the City's responsibility. Developer recognizes and agrees that the City Public Improvements shall be owned and maintained by the City and that nothing in

this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the City Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the City Public Improvements for any particular purpose.

Section 9.3. Construction of the City Public Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 9.1 of this Agreement, the City shall fund and then construct the City Public Improvements by no later than December 31, 2028. The City's obligation to construct the City Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

ARTICLE X. ECONOMIC DEVELOPMENT GRANTS

Section 10.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement at the time of each payment, to make up to twenty (20) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions.

a. Assuming Developer is in compliance with the terms of this Agreement at the time, the City will certify debt to the County by December 1, 2026, and the Economic Development Grants shall commence on June 1, 2028, and end on June 1, 2047, under the following schedule:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2028	100% of Available Tax Increment for the Fiscal Year 27-28
June 1, 2029	100% of Available Tax Increment for the Fiscal Year 28-29
June 1, 2030	100% of Available Tax Increment for the Fiscal Year 29-30
June 1, 2031	100% of Available Tax Increment for the Fiscal Year 30-31
June 1, 2032	100% of Available Tax Increment for the Fiscal Year 31-32
June 1, 2033	100% of Available Tax Increment for the Fiscal Year 32-33
June 1, 2034	100% of Available Tax Increment for the Fiscal Year 33-34
June 1, 2035	100% of Available Tax Increment for the Fiscal Year 34-35
June 1, 2036	100% of Available Tax Increment for the Fiscal Year 35-36
June 1, 2037	100% of Available Tax Increment for the Fiscal Year 36-37
June 1, 2038	90% of Available Tax Increment for the Fiscal Year 37-38
June 1, 2039	90% of Available Tax Increment for the Fiscal Year 38-39
June 1, 2040	90% of Available Tax Increment for the Fiscal Year 39-40
June 1, 2041	90% of Available Tax Increment for the Fiscal Year 40-41

June 1, 2042	90% of Available Tax Increment for the Fiscal Year 41-42
June 1, 2043	90% of Available Tax Increment for the Fiscal Year 42-43
June 1, 2044	90% of Available Tax Increment for the Fiscal Year 43-44
June 1, 2045	90% of Available Tax Increment for the Fiscal Year 44-45
June 1, 2046	90% of Available Tax Increment for the Fiscal Year 45-46
June 1, 2047	90% of Available Tax Increment for the Fiscal Year 46-47

b. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under Section 10.1(a) of this Agreement shall be equal to the sum of the total amount of the applicable percentages of Available Tax Increment collected in respect of the assessments imposed on the Qualifying Improvements and Development Property, but in no event shall the aggregate amount of the Economic Development Grants exceed Fourteen Million Six Hundred Fifteen Thousand One Hundred Thirty-Four Dollars (\$14,615,134). It is further agreed and understood that in no event shall Developer be entitled to receive more than calculated under the formula set forth in this Section 10.1(a), even if the aggregate amount is less than maximum amount stated herein.

c. Limitations. The Economic Development Grants are only derived from the increase in assessed value of the Qualifying Improvements and Development Property (land and building value) caused by the completion of the Qualifying Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Qualifying Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

d. Calculation of Grants. Each annual payment shall be equal to the above percentages of the Available Tax Increment collected by the City with respect to the Development Property and Qualifying Improvements under the terms of the Ordinance and deposited into the IDG 3, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

Section 10.2. Conditions Precedent.

a. Notwithstanding the provisions of Section 10.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- i. Developer’s timely completion of the Required Improvements, pursuant to the schedule and other terms of this Agreement, and issuance of a certificate of occupancy for the Required Improvements;
- ii. Developer’s timely completion of the Developer Public Improvements, pursuant to the terms of this Agreement, and dedication of the same to the City;

- iii. Developer's timely completion of the Pickleball Project pursuant to the term of this Agreement;
- iv. A minimum assessed value for the Qualifying Improvements and the Development Property of \$8,000,000 by January 1, 2028;
- v. A minimum assessed value for the Qualifying Improvements and the Development Property of \$12,000,000 by January 1, 2030;
- vi. A minimum assessed value (building/improvement value) for the Qualifying Improvements and the Development Property of \$20,000,000 by January 1, 2032;
- vii. The Developer being and remaining in compliance with the terms of this Agreement at the time of payment.

b. For the avoidance of doubt, the City will certify debt and make payments consistent with the Economic Development Grant schedule set out in section 10.1(a) if the Developer has met all prior deadlines and is otherwise in compliance with the terms of the Agreement as of the date of payment, even if other future deadlines (such as the completion date for certain Required Improvements or the Developer Public Improvements) have not yet been reached.

c. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Grant, then the City shall have no obligation to make the Grant payment, in addition to having the remedies set forth in Section 12.2.

d. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 10.1(b).

Section 10.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by the specified amounts of incremental property tax revenues attributable to the Development Property and Qualifying Improvements that are received by the City from the Warren County Treasurer and that are deposited and held in the IDG 3, LLC TIF Account of the Summercrest Hills Urban Renewal Area Tax Increment Revenue Fund of the City. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business

Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

c. Notwithstanding the provisions of Section 10.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City does not receive Tax Increment from the County; or the City receives an opinion from its legal counsel to the effect that the use of Tax Increment to fund an Economic Development Grant to Developer, as contemplated under said Section 10.1, is not authorized or is not an otherwise appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof.. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 10.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 10.4. Use of Other Tax Increment. The City shall be free to use any and all Tax Increment above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increment resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increment may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 10.5. Reduction of First Grant. Developer shall pay to the City an amount equal to the actual costs incurred by the City in connection with the drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment by Developer of such costs shall be deducted from the first Economic Development Grant if not previously paid by Developer to the City.

ARTICLE XI. INDEMNIFICATION

Section 11.1. 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 XI, the “Indemnified Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Qualifying Improvements or Development Property, unless any loss or damage is caused by the negligent acts or omissions or willful or wanton misconduct of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further 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 Qualifying 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 its officers, agents, servants, or employees or any other person who may be about the Qualifying Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

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

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

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the Required Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

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

c. Transfer of any of Developer's interests in the Development Property, Qualifying Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

d. Failure by Developer to timely pay ad valorem taxes on the Development Property and Qualifying Improvements;

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

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

g. Developer shall:

i. files 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

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

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

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

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

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default

(except with respect to Events set out in 12.1(f-h) for which no notice is required), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

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

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default until Developer has cured such Event of Default, and if such Event of Default is not cured or incapable of cure, 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 X hereof, with interest thereon at the highest rate permitted by State law accruing from the date of the Event of Default. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 12.3. 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 12.4. 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 12.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall,

on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XIII. MISCELLANEOUS

Section 13.1. Conflict of Interest. Developer represents and warrants that, to the best of its knowledge and belief after due inquiry, except as otherwise stated herein, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 13.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to IDG 3, LLC, 509 E. Scenic Valley Avenue, Indianola, Iowa 50125;
- b. In the case of the City, is addressed to or delivered personally to the City at: City of Indianola, Iowa, 110 North First Street, Indianola, Iowa 50125, Attn: City Manager;

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

Section 13.3. 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 13.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 13.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 13.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations, or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 13.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 13.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2047, unless terminated earlier under the provisions of this Agreement.

Section 13.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 13.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

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

CITY OF INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

IDG 3, LLC,
an Iowa limited liability company

By: _____

Print Name: _____

Title/Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20____ by

_____ and _____ as _____ of
Inception Group, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – IDG 3, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

EXHIBIT B
QUALIFYING IMPROVEMENTS

Qualifying Improvements means the Required Improvements and the Additional Improvements to be constructed on the Development Property substantially as depicted in Exhibit B-1:

Required Improvements means the fieldhouse (Lot 4a), retail building (Lot 10), and upon Lot 12 a baseball complex, or other use as determined by Developer with Minimum Actual Value of not less than \$3,000,000, each of which is currently depicted in Exhibit B-1.

Additional Improvements means the construction of the eight (8) additional commercial buildings depicted in Exhibit B-1, other than the Required Improvements, to be constructed by Developer on the Development Property.

EXHIBIT B-1 DEPICTION OF QUALIFYING IMPROVEMENTS

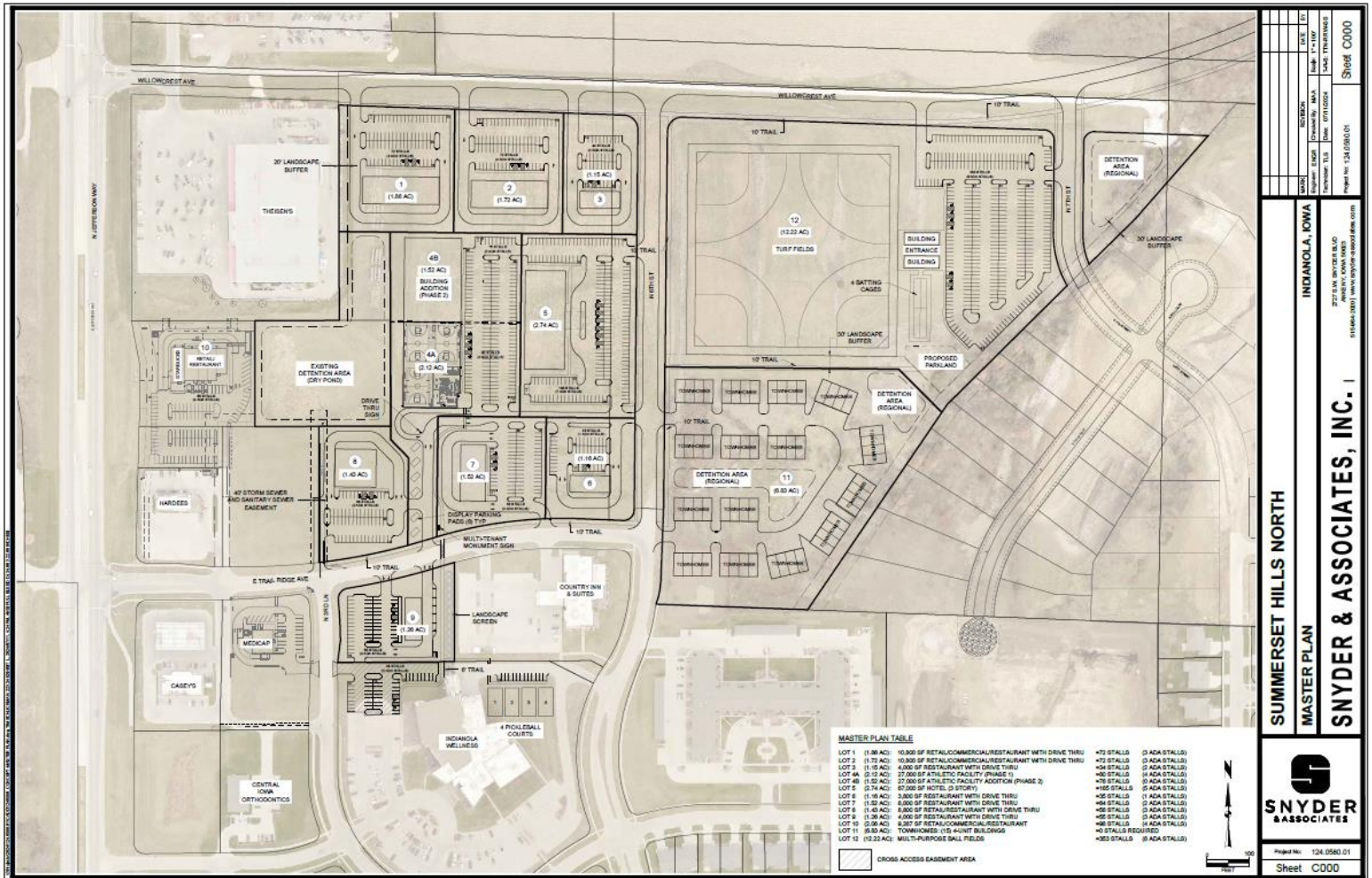


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Indianola, Iowa (“City”) and IDG 3, LLC (“Developer”) did on or about the ____ day of _____, 2024, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Summercrest Hills Urban Renewal Plan (“Plan”), to develop certain real property located within the City and within the Summercrest Hills Urban Renewal Area, legally described as follows:

The NW ¼ of the SE ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North ½ of the SW¼ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2024 and terminates on _____, 20____, unless otherwise terminated earlier as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. Developer and its successors agree that the Qualifying Improvements (as defined in the Agreement) within the Development Property are not eligible for tax abatement under Iowa Code Chapter 404 or any other State, federal or local law.

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2024.

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

CITY OF INDIANOLA, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF WARREN)

Notary Public in and for the State of Iowa

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

IDG 3, LLC,
an Iowa limited liability company

By: _____

Print Name: _____

Title/Its: _____

STATE OF _____)
COUNTY OF _____) SS

This record acknowledged before me on _____, 20____ by
_____ and _____ as _____ of
Inception Group, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – IDG 3, LLC]

EXHIBIT D
CERTIFICATE OF COMPLETION
REQUIRED IMPROVEMENTS

WHEREAS, the City of Indianola, Iowa (“City”) and IDG 3, LLC (“Developer”) did on or about the ____ day of _____, 2024, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

The NW ¼ of the SE ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North ½ of the SW¼ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

(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 Required Improvements (as defined therein) in accordance with the Agreement; and

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

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Required Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Warren County is hereby authorized to accept for

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

The Developer certifies the following:

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

(i) All ad valorem taxes on the Development Property and Qualifying Improvements then owned by the Developer 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 Annual Certification are proof of payment of said taxes;

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

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

(iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies 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.

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

Signed this _____ day of _____, 20____.

IDG 3, LLC,
an Iowa limited liability company

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of _____, 2024, by and between the CITY OF INDIANOLA, IOWA (the “City”), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 15A and Chapter 403 of the Code of Iowa, 2023, as amended (the “Urban Renewal Act”), and IDG 3, LLC, an Iowa limited liability company, having offices for the transaction of business at 509 E. Scenic Valley Avenue, Indianola, Iowa 50125 (“Developer”).

WITNESSETH:

WHEREAS, City and Developer have entered into an Agreement for Private Development dated as of _____, 2024 (“Development Agreement” or “Agreement”) regarding certain real property located in the City which is legally described as follows:

The NW ¼ of the SE ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County Iowa lying West of the Railroad Right of Way EXCEPT all portions platted as a part of Quail Meadows Plat 3 and Quail Meadows Plat 4, Official Plats, now included in and forming a part of the City of Indianola, Warren County, Iowa.

AND

The North ½ of the SW¼ of Section 18, Township 76 North, Range 23 West of P.M., Warren County, Iowa

AND

Lot 3, Summercrest Hills Plat 4, an Official Plat now included in and forming a part of the City of Indianola, Warren County

AND EXCEPT

Any real property located thereon platted as a part of Quail Meadow Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

(the “Development Property”); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer will undertake the construction of Qualifying Improvements (as defined in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, City and Developer desire to establish a minimum actual value for the Qualifying Improvements to be constructed on the Development Property by Developer pursuant to the Development Agreement; and

WHEREAS, City and the Assessor for the County have reviewed the preliminary plans and specifications for the Qualifying Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Qualifying Improvements, but no later than the dates set forth below, the Minimum Actual Value fixed for assessment purposes for the Qualifying Improvements and the Development Property (building value) in the aggregate shall be not less than the following values, before rollback:

January 1, 2028 - \$8,000,000;

January 1, 2030 - \$12,000,000;

January 1, 2032 - \$20,000,000.

As to each building or improvement constructed within the Development Property, the following Minimum Actual Value schedule shall apply to the construction of any such buildings or improvements:

Building / Improvement	Minimum Building / Improvement Actual Value AFTER ROLLBACK
Lot 1 – Retail / Commercial	\$2,014,850.00
Lot 2 – Retail / Commercial	\$2,014,850.00
Lot 3 – Retail / Commercial	\$1,146,990.00
Lot 4(a) – Mixed Use	\$3,385,000.00

Lot 4(b) – Mixed Use	\$3,385,000.00
Lot 5 – Hotel / Commercial	\$7,475,910.00
Lot 6 – Retail / Commercial	\$1,146,990.00
Lot 7- Retail / Commercial	\$2,005,530.00
Lot 8 – Retail / Commercial	\$2,005,530.00
Lot 9 – Retail / Commercial	\$1,146,990.00
Lot 10 – Retail / Commercial	\$2,014,850.00
Lot 11 – RESERVED	RESERVED
Lot 12 – Commercial	\$3,000,000.00

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2047, except if the Development Agreement is terminated earlier under Section 10.3(c) or Section 1-A.1 of the Development Agreement then the Minimum Actual Value shall terminate as of the date the Development Agreement is so terminated (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Qualifying Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Qualifying Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Qualifying Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Qualifying Improvements.

3. Developer agrees that, prior to the Assessment Agreement Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

c. request the Assessor to reduce the Minimum Actual Value for the Development Property; or

d. appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the Development Property; or

e. cause a reduction in the actual value or the Minimum Actual Value for the Development Property through any other proceedings.

4. This Minimum Assessment Agreement shall be promptly recorded by City with the Recorder of Warren County, Iowa. Such filing shall constitute notice to any subsequent purchaser or encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Assessment Agreement Termination Date set forth in Section 1 above.

10. Developer has provided a title opinion to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

[Signatures Start on Next Page]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Stephanie Erickson, Mayor

ATTEST:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

IDG 3, LLC, an Iowa limited liability company

By: _____

Print Name: _____

Title/Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20____ by
_____ and _____ as _____ of
Inception Group, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – IDG 3, LLC]

LIENHOLDER'S CONSENT, IF ANY

The undersigned Lienholder hereby consents to this Minimum Assessment Agreement and agrees to be bound hereby.

Lienholder: _____

By: _____
Signature

Print Name: _____

By: _____
Signature

Print Name: _____

Date _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of _____ and that said instrument was signed on behalf of said company, and that the said _____, and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said domestic company, by them voluntarily executed.

Notary Public in and for the State of Iowa

*[Add additional pages for each Lienholder]
[If no Lienholder exists, this form will not be completed]*

EXHIBIT F (Cont.)
CERTIFICATION OF WARREN COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the Qualifying Improvements already constructed or to be constructed and the market value assigned to the land upon which the Qualifying Improvements are constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Qualifying Improvements and the Development Property, in the aggregate, shall be fixed for assessment purposes, before rollback, at not less than \$8,000,000 by January 1, 2028; \$12,000,000 by January 1, 2030, \$20,000,000 by January 1, 2032, and such minimum value shall continue through the Assessment Agreement Termination Date.

Assessor for Warren County, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF WARREN)

Subscribed and sworn to before me by _____, Assessor for Warren County, Iowa on this ____ day of _____, 20__.

Notary Public for the State of Iowa

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT G **DEBT SERVICE SCHEDULE**



NET DEBT SERVICE

CITY OF INDIANOLA, IOWA
Proposed General Obligation Capital Loan Notes, Series 2027 (Urban Renewal)
Assumes Moody's Investors Service 'Aa2' Rated, Non-Bank-Qualified Bond Market Issue
Callable June 1, 2035 @ Par
For Willowcrest and North 6th/7th Road Projects
- Preliminary Numbers as of November 2024 -

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
06/01/2028		229,862.50	229,862.50	229,862.50	
06/01/2029		229,862.50	229,862.50	229,862.50	
06/01/2030		229,862.50	229,862.50		229,862.50
06/01/2031		229,862.50	229,862.50		229,862.50
06/01/2032		229,862.50	229,862.50		229,862.50
06/01/2033		229,862.50	229,862.50		229,862.50
06/01/2034		229,862.50	229,862.50		229,862.50
06/01/2035	270,000	229,862.50	499,862.50		499,862.50
06/01/2036	285,000	216,362.50	501,362.50		501,362.50
06/01/2037	300,000	202,112.50	502,112.50		502,112.50
06/01/2038	315,000	187,112.50	502,112.50		502,112.50
06/01/2039	330,000	171,362.50	501,362.50		501,362.50
06/01/2040	350,000	154,862.50	504,862.50		504,862.50
06/01/2041	365,000	137,362.50	502,362.50		502,362.50
06/01/2042	385,000	119,112.50	504,112.50		504,112.50
06/01/2043	400,000	99,862.50	499,862.50		499,862.50
06/01/2044	420,000	79,862.50	499,862.50		499,862.50
06/01/2045	445,000	58,862.50	503,862.50		503,862.50
06/01/2046	460,000	39,950.00	499,950.00		499,950.00
06/01/2047	480,000	20,400.00	500,400.00		500,400.00
	4,805,000	3,326,125.00	8,131,125.00	459,725.00	7,671,400.00



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 2, 2024

Subject: Public hearing on the proposal to enter into a Development Agreement with IDG 3, LLC (replacing Invigorate Development Group, LLC).

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

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: December 2, 2024
Subject: Determination of the rental rate to insert into the Development Agreement.

Recommendation: Council is asked to establish a rental rate to include in the Development Agreement (page 10) by motion and roll call vote. This rate should be determined prior to acting on the resolution approving the development agreement.

Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 2, 2024

Subject: Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and IDG 3, LLC (replacing Invigorate Development Group, LLC).

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Transfer of Real Property

Recommendation: On November 4, 2024, the Indianola City Council set a public hearing for December 2 regarding the transfer of real property. The Council is asked to take public comment and then consider a resolution making final determination on transfer of interest in real property to Warren County, Iowa.

Attachments:

1. Resolution Approving Transfer to Warren County
2. Exhibit A-Legal Description

RESOLUTION NO. _____

RESOLUTION MAKING FINAL DETERMINATION
ON TRANSFER OF INTEREST IN REAL PROPERTY
TO WARREN COUNTY, IOWA

WHEREAS, the City of Indianola, Iowa (the “City”) owns certain real property (the “Property”) which is located in Indianola and which is legally described as follows:

See Exhibit “A” attached hereto; and

WHEREAS, the City entered into a Development Agreement with Warren County, Iowa, dated May 20, 2024, regarding the transfer of the above-stated real property; and

WHEREAS, in compliance with Iowa Code 364.7, the Council has set forth its proposal to dispose of interests in the Property by publication of notice of a public hearing on the Agreement; and

WHEREAS, pursuant to said notice published as required by law, this Council has held a public meeting and hearing upon the proposal to transfer the Property 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. The Council finds that the transfer of the Property to Warren County, Iowa, is in the best interests of the residents of the City. The transfer of the Property to Warren County, Iowa, is hereby approved.

Section 2. The Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Warranty Deed and other transfer documents for and on behalf of the City, and that 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 this Resolution.

PASSED AND APPROVED this ____ day of _____, 2024.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION:

The North 67 feet of Lots 12, 14, 15, 16, and 17 in Block 6 of the Original Town Plat of Indianola, Warren County, Iowa;

AND

The North 70 feet of Lots 6, 7, 8, 9, and 10 EXCEPT the East 20 feet of the North 70 feet of said Lot 6, all in Block 6, Original Town Plat of Indianola, Iowa;

AND

The East 20 feet of the North 70 feet of said Lot 6, Original Town Plat, Indianola, Iowa;

AND

The South eighty (80) feet of the Northwest quarter (NW $\frac{1}{4}$) of Block Six (6) Original Town Plat of Indianola, Iowa EXCEPT the East 20 feet thereof;

AND

The East 20 feet of Lot 6, Block 6, Original Town Plat, Indianola, Iowa, except the East 20 feet of the North 70 feet of said Lot 6, Block 6, Original Town Plat, Indianola, Iowa;

AND

Beginning at the Southeast corner of Lot 6, Block 6, Original Town Plat, Indianola, Iowa, thence East 12 feet, thence North 150 feet to the Northwest corner of Lot 5, Block 6, thence West 12 feet to the Northeast corner of Lot 6, Block 6, thence South 150 feet to the point of beginning, same being the area formerly occupied by that portion of the North and South alley in said block lying between Lots 5 and 6 therein;

AND

Lots 1, 2, 3, 4, 5, and 24, Block 6, Original Town Plat, Indianola, Warren County, Iowa.



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: December 2, 2024
Subject: Public hearing regarding the transfer of real property.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: December 2, 2024

Subject: Resolution making final determination on transfer of interest in real property to Warren County, Iowa.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 2, 2024

Subject: Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed The Village Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.

Recommendation: Roll call is in order.

Attachments: 1. The Village URP - Resolution Setting Dates

ITEM TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 2, 2024

6:00 P.M.

The Village Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed The Village Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.

IMPORTANT INFORMATION

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

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

December 2, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED THE VILLAGE URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF INDIANOLA, STATE OF IOWA", 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 THE NECESSITY AND
SETTING DATES OF A CONSULTATION AND A PUBLIC
HEARING ON A PROPOSED THE VILLAGE URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF INDIANOLA, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed The Village Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for The Village Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form The Village Urban Renewal Area suitable for residential economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper

having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on December 10, 2024, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 9:00 A.M., and the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF INDIANOLA, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED THE VILLAGE URBAN RENEWAL PLAN FOR
THE CITY OF INDIANOLA, STATE OF IOWA

The City of Indianola, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on December 10, 2024, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa concerning a proposed The Village Urban Renewal Plan for a proposed The Village Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or his delegate, as the designated representative of the City of Indianola, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed The Village Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Indianola, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 6:00 P.M. on January 6, 2025, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Indianola Record Herald, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED THE VILLAGE URBAN RENEWAL PLAN
FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY
OF INDIANOLA, STATE OF IOWA

The City Council of the City of Indianola, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:00 P.M. on January 6, 2025 in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, to consider adoption of a proposed The Village Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Indianola, State of Iowa.

The Village Urban Renewal Area is proposed to contain the land legally described as follows:

LOT 1 OF PARCEL "P" AND LOT 2 OF PARCEL "P", AS SHOWN ON THE
PLAT OF SURVEY RECORDED IN BOOK 2008 AT PAGE 10102, ALL IN
SECTION 24, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M.,
CITY OF INDIANOLA, WARREN COUNTY, IOWA. PARCEL CONTAINING
1,438,143 SQUARE FEET, (33.01 ACRES).

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Indianola, Iowa.

The City of Indianola, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Indianola, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

**THE VILLAGE
URBAN RENEWAL PLAN**

for

**THE VILLAGE
URBAN RENEWAL AREA**

CITY OF INDIANOLA, IOWA

January 2025

TABLE OF CONTENTS

SECTION

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL DATA
- K. URBAN RENEWAL FINANCING
- L. PROPERTY ACQUISITION/DISPOSITION
- M. RELOCATION
- N. PROPERTY WITHIN URBAN REVITALIZATION AREA
- O. STATE AND LOCAL REQUIREMENTS
- P. URBAN RENEWAL PLAN AMENDMENTS
- Q. EFFECTIVE PERIOD
- R. SEVERABILITY CLAUSE

EXHIBITS

- A. LEGAL DESCRIPTION OF THE VILLAGE URBAN RENEWAL AREA
- B. MAP OF THE VILLAGE URBAN RENEWAL AREA

**The Village Urban Renewal Plan
for
The Village Urban Renewal Area**

City of Indianola, Iowa

A. INTRODUCTION

The Village Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for The Village Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Indianola, Iowa (“City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code Section 403.19 as a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City will designate this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2025, the taxable valuation as of January 1, 2024, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2025, the frozen “base value” will be the assessed value of the taxable property within the area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to urban renewal projects in the Urban Renewal Area, in accordance with Iowa Code Section 403.19.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Elevate Indianola Comprehensive Plan, adopted in May 2020. The goals and objectives of this

Urban Renewal Plan, including the urban renewal projects, are in conformity with the Elevate Indianola Comprehensive Plan.

The property in the Urban Renewal Area is current zoned as PUD. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses. In particular, providing a variety of housing options within a community to accommodate residents at different stages of life, such as housing designed to accommodate elderly populations, has a positive impact on the overall availability of housing stock within a community. Elderly residents living in a community that does not have sufficient housing stock tailored to their needs may leave the community in search of more suitable housing options. Further, in the absence of better housing options, elderly residents may continue to live in single-family homes that are oversized for their current needs and that can be cumbersome for elderly residents to maintain. However, projects that create new housing units specifically designed for older adult populations allow these residents to move into housing that is better suited to their current stage of life, without leaving their community, which also can create openings in existing housing stock for other residents. Accordingly, such projects contribute to providing better housing availability for all residents in a community.

When a city utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs reimbursed with incremental revenues which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median county income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI housing assistance must be at least equal to the percentage of LMI families living in Warren County. That percentage is currently 31.10%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 31.10% of the housing units constructed as part of the project are occupied by, or priced at amounts affordable to, residents and/or families whose incomes are at or below 80% of the median county income; or

2. Providing funding in an amount equal to 31.10% of the reimbursed project costs for LMI housing assistance provided elsewhere in the City, usually funded by setting aside a portion of incremental tax revenue collected within the Area.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Urban Renewal Area. More specific objectives for the development, redevelopment and rehabilitation within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Indianola.
2. To stimulate, through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, public utilities, street lighting, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.

6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.
7. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities 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, curbs and gutters, water infrastructure, sanitary sewer infrastructure, public utilities, or other facilities in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
4. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private developers or local development organizations to incentivize the development of housing within the Area, on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To acquire or dispose of property.
7. 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.
8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. 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 for a number of objectives, including, but not

limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.

12. To use tax increment to provide LMI housing assistance.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

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.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

1. Development Agreement with Wesley Retirement Services, Inc.: The City expects to consider a development agreement with Wesley Retirement Services, Inc. (or a related entity) (“the “Developer”) for Developer’s construction of public infrastructure improvements and housing units within the Urban Renewal Area. As part of the project, the Developer would develop approximately 56 new housing units, designed as independent senior living units, as part of an expansion of the existing The Village campus. Additionally, the Developer would construct and install necessary public infrastructure to facilitate the development of these housing units, which infrastructure would be dedicated to the City following completion, at no cost to the City. These infrastructure improvements are expected to include the extension of Angela Drive and all related public underground infrastructure, with total costs estimated to be approximately \$3,400,000. The development agreement would provide detailed terms and conditions under which the City may make annual Economic Development Grant payments to the Developer in the amount of 100% of the Tax Increment generated by construction of the housing units on the residential lots in the Area remaining each year after any LMI assistance obligations have been satisfied. The Economic Development Grants would terminate upon the earliest of the following: (i) ten (10) grants have been paid to Developer; (ii) the City’s ability to collect tax increment from the Urban Renewal Area has expired; (iii) the maximum aggregate amount of grants have been paid to Developer; or (iv) the Agreement has been terminated pursuant to its terms. The total amount of the Economic Development shall not exceed the lesser of \$3,400,000 or amount of the actual costs incurred by the Developer in constructing the infrastructure improvements.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support the urban renewal project and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL DATA

1.	Current Constitutional Debt Limit	\$58,884,886
2.	Current outstanding general obligation debt	\$32,375,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan 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:	\$3,450,000 plus any LMI set aside. (This amount does not include costs related to financing.)

K. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal 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, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, 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 and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. 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 or private entities in connection with the urban renewal projects identified in this Plan. 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 or other incentives related to urban renewal projects. 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.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. 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.

N. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban revitalization area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless expressly authorized by the City Council.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, a 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 this Plan in accordance with applicable state law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district) and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, 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*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. SEVERABILITY CLAUSE

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

EXHIBIT A
LEGAL DESCRIPTION OF
THE VILLAGE URBAN RENEWAL AREA

LOT 1 OF PARCEL "P" AND LOT 2 OF PARCEL "P", AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2008 AT PAGE 10102, ALL IN SECTION 24, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA. PARCEL CONTAINING 1,438,143 SQUARE FEET, (33.01 ACRES).

EXHIBIT B **DEPICTION OF THE VILLAGE URBAN RENEWAL AREA**



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Bill Mettee, Associate Planner
Date: December 2, 2024
Subject: Resolution approving Preliminary Plat for Pickard Commerce Park Plat 1.

Recommendation:

Attachments:

1. Staff Report_Pickard Commerce Park Plat 1_PP_112624
2. Pickard_PPT_2024-11-21
3. RES_Pickard Commerce Park Plat 1_PP



PLANNING AND ZONING COMMISSION STAFF REPORT

PROJECT: Pickard Commerce Park Plat 1 – **PREPARED BY:** Bill Mettee – Associate Planner
Preliminary Plat

REPORT DATE: November 22, 2024

MEETING DATE: November 26, 2024

GENERAL INFORMATION

Applicant / Owner:

I Town Investment Group, LLC

Owner's Representative:

Jason Ledden, P.E., Snyder & Associates

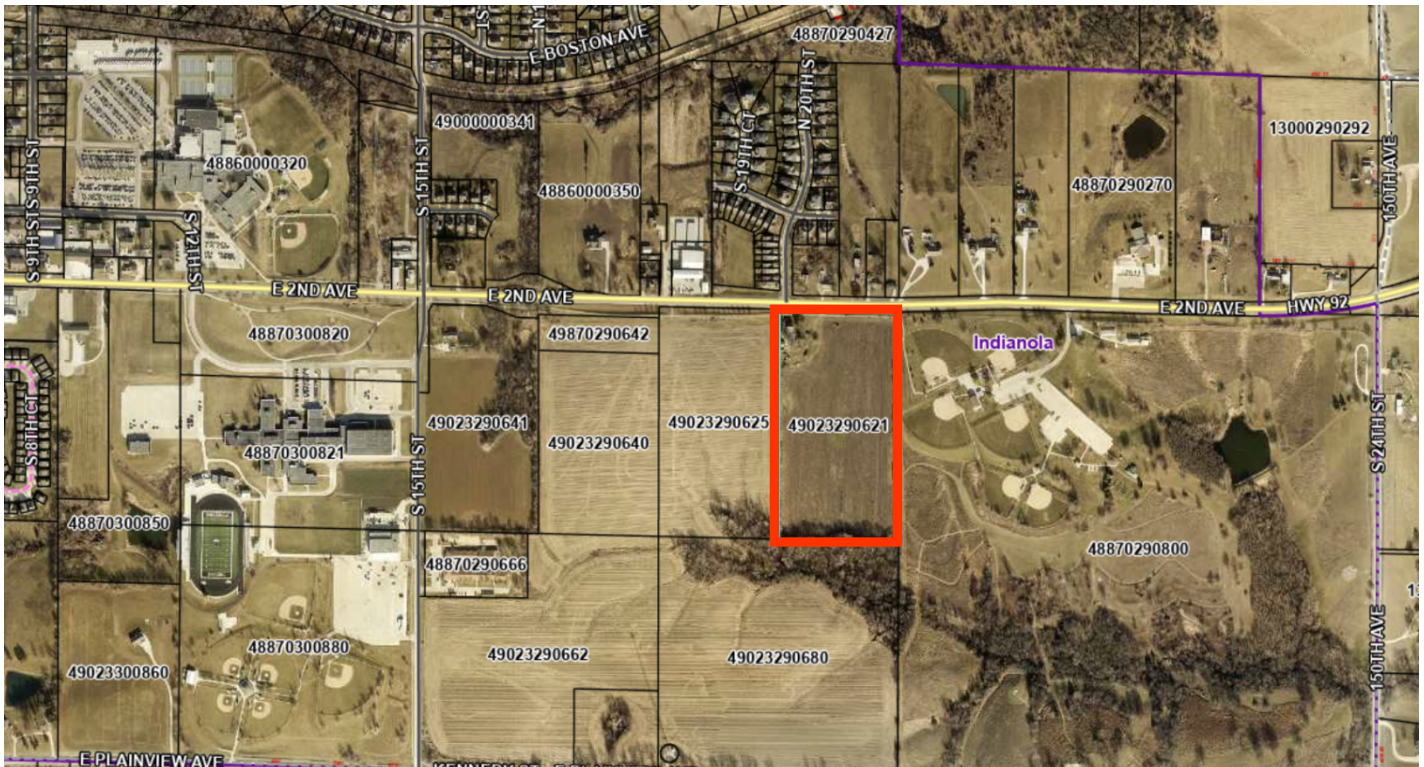
Request:

The applicant is requesting approval of a preliminary plat for commercial and industrial development.

Location and Size:

Property is located south of Highway 92 and east of South 15th Street, containing approximately 19.63-acres.

AREA MAP



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

LAND USES AND ZONING

Location	Existing Land Use	Comprehensive Plan	Current Zoning
Property in Question	Vacant / Undeveloped	Community Mixed Use / Industrial	C-2 (Highway Commercial District) and M-2 (General Industrial District)
North	Single-Family and Two-Family Residential	Low / Medium-Density Residential	R-2 (Single-Family Residential Attached District)
South	Agricultural	Community Mixed Use	A-1 (Agricultural / Open Space District)
East	Pickard Park	Parks and Recreation	A-1 (Agricultural / Open Space District)
West	Agricultural	Community Mixed Use	A-1 (Agricultural / Open Space District)

PROJECT DESCRIPTION

This parcel was recently rezoned from C-2 Highway Commercial to C-2 Highway Commercial and M-2 General Industrial.

LOTS

The plat identifies a total of eight (8) lots for commercial and industrial development and one outlot (Outlot X) to be used for stormwater detention. The lots range in size from 1.05-acres to 3.50-acres in area. Outlot X is 1.77-acres in area. Street Lots A and B will be deeded to the City of Indianola for public right-of-way. All proposed lots meet or exceed the bulk regulations of their respective zoning districts.

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

Table I: Bulk Regulations for the C-2 / M-2 Districts

Category	C-2 / M-2 (minimum)
Front Yard Setback	40 feet 35 feet
Rear Yard Setback	10 feet 35 feet
Side Yard Setback	10 feet 20 feet
Maximum Height Stories	50 feet

ACCESS AND STREETS

Access into the development will be provided off of Highway 92 on South 20th Street. The street extension aligns with the existing street to the north, per IDOT requirements and the signed MOU.

SIDEWALKS/TRAILS

A 5-foot-wide sidewalk will be constructed on each lot as they are developed. No trails are proposed. All pedestrian crossings will be installed with the plat improvements.

UTILITIES

The site will be serviced with all public utilities. Utilities will be extended as required to service the lots. Stormwater detention will be provided with a detention basin located at the sound end of the site. The detention basin will be privately owned and maintained by the association.

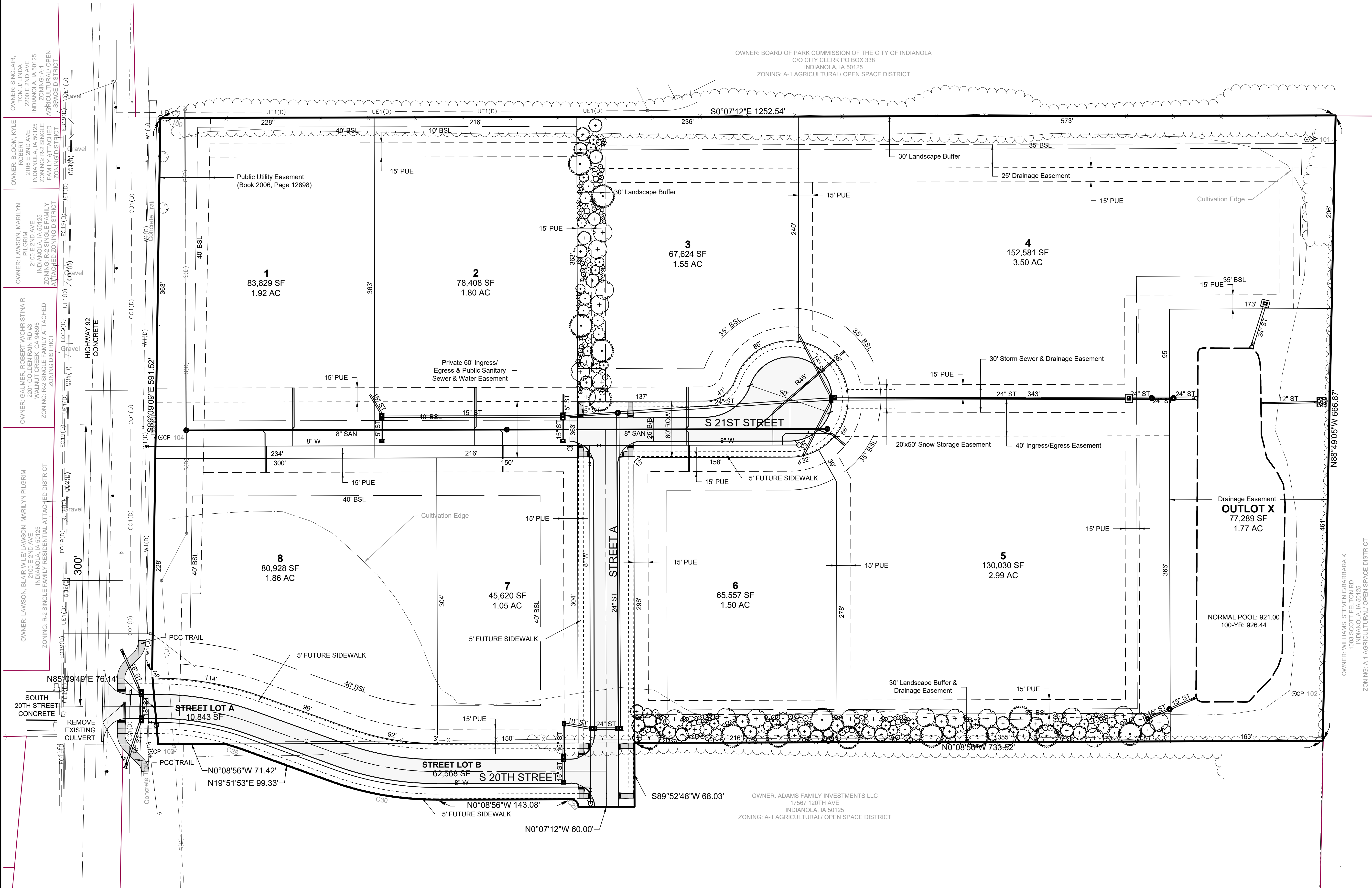
EASEMENTS

All easements have been shown and labeled on the plat. These include PUEs, Ingress/Egress, Sanitary Sewer, Storm Sewer and Snow Storage Easements. Landscape Buffer Easements are shown separating the commercial from industrial districts and from the adjacent agricultural districts to the east and west.

STAFF RECOMMENDATION

The preliminary plat is in general conformance with the Zoning Ordinance and Comprehensive Plan. Staff recommends approval of the preliminary plat for Pickard Commerce Park Plat I subject to remaining staff comments.

V:\Projects\2023\123.1125.01\CAD\DWG - PRELIM DIMENSION AND UTILITY PLAN - 2024\1123.1125.01\ANSI FULL BLEED D (34.00 X 22.00 INCHES)



OWNER: SINCLAIR, TOM J LINDA
2100 E 2ND AVE
INDIANOLA, IA 50125
ZONING: A-1 AGRICULTURAL/ OPEN SPACE DISTRICT

OWNER: BLOOM, KYLE ROBERT
2100 E 2ND AVE
INDIANOLA, IA 50125
ZONING: R-2 SINGLE FAMILY ATTACHED ZONING DISTRICT

OWNER: LAWSON, MARILYN PILGRIM
2100 E 2ND AVE
INDIANOLA, IA 50125
ZONING: R-2 SINGLE FAMILY ATTACHED ZONING DISTRICT

OWNER: GAUMER, ROBERT WICHISTINA R
2201 GOLDENRAIN RD #3
WALNUT CREEK, CA 94595
ZONING: R-2 SINGLE FAMILY ATTACHED ZONING DISTRICT

OWNER: LAWSON, BLAIR W LE/LAWSON, MARILYN PILGRIM
2100 E 2ND AVE
INDIANOLA, IA 50125
ZONING: R-2 SINGLE FAMILY RESIDENTIAL ATTACHED DISTRICT

SOUTH 20TH STREET CONCRETE
REMOVE EXISTING CULVERT

OWNER: ADAMS FAMILY INVESTMENTS LLC
17567 120TH AVE
INDIANOLA, IA 50125
ZONING: A-1 AGRICULTURAL/ OPEN SPACE DISTRICT

OWNER: WILLIAMS, STEVEN CIBARRARA K
1003 SCOTT FELTON RD
INDIANOLA, IA 50125
ZONING: A-1 AGRICULTURAL/ OPEN SPACE DISTRICT

AS PER CITY COMMENTS
11-22-24 LJM

AS PER CITY COMMENTS
10-25-24 LJM

AS PER UPDATED LAYOUT
09-18-24 LJM

AS PER CITY COMMENTS
03-11-24 LJM

MARK
BY

REVISION
DATE

Checked By: EDC
Date: 01-19-2024

Engineer: JAL
Technician: LJM

Scale: 1" = 50'

T-R-S: TTN-RRW-SS

Project No: 123.1125.01

Sheet C200

PICKARD COMMERCE PARK PLAT 1

PREPLAT-DIMENSION AND UTILITY PLAN

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC. |

Project No: 123.1125.01

Sheet C200

Page 403 of 405

City of Indianola
RESOLUTION NO. 2024-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
FOR PICKARD COMMERCE PARK PLAT 1**

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

WHEREAS, the City of Indianola Planning and Zoning Commission reviewed and recommended approval of a Preliminary Plat for Pickard Commerce Park Plat 1 on November 26, 2024; and

WHEREAS, the Preliminary Plat for Pickard Commerce Park Plat 1 is in general conformance with section §170 – *Subdivision Regulations* of the Indianola Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Indianola, Iowa, having considered the recommendations of the Planning and Zoning Commission, on this 2nd day of December, 2024, that the Preliminary Plat for Pickard Commerce Park Plat 1 be approved subject to remaining staff comments.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk