



CITY OF INDIANOLA COUNCIL MEETING

January 6, 2025

6:00 PM

City Council Chambers

110 N 1st Street, Indianola, IA

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Discussion regarding the mayor position.**
- 5. Public Comment**
- 6. Consent Agenda**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the December 19, 2024, meeting.
 - D. Approval of Applications
 1. Consideration of the approval of a renewed liquor license for The SP Grill, Inc dba Brickhouse Tavern.
 2. Consideration of the approval of a renewed liquor license for The SP Grill, Inc dba The Sports Page Grill.
 - E. Third consideration and adoption of an 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.
 - F. Third consideration and adoption of an Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan.
 - G. Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.
 - H. Resolution approving transfers for the Facilities and Maintenance Fund.
 - I. Resolution approving an amendment to the Purchasing Policy.
 - J. Resolution approving Amendment No. 1 to the Engineering Services Agreement for Indianola Industrial Park 3 with Snyder and Associates, Inc.
 - K. Approval of the submission of the third quarter 2024 utility write-offs to the State Setoff Program for collection.

- L. Approval of Urban Revitalization Designations
- M. Consideration of the approval of a Home Base Iowa Initiative Application from Clifford Long and authorization of a handwritten warrant in the amount of \$1,500.
- N. Consideration of the approval of a Home Base Iowa Initiative Application from David DeGard and authorization of a handwritten warrant in the amount of \$1,500.
- O. Resolution approving salaries.

7. Council Reports

- A. Affirm recommendations regarding City Manager recruitment.
- B. Direction regarding Vision 2030.
- C. Council committee reports.

8. Mayor's Report

- A. Proclamation declaring the month of January as Human Trafficking Prevention and Awareness month in the City of Indianola.

9. Public Consideration

- A. Old Business
 - 1. The Village Urban Renewal Plan
 - a. Public hearing on the proposed The Village Urban Renewal Plan.
 - 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 Village Urban Renewal Plan.
 - c. First consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for The Village Urban Renewal Plan.
 - 2. Wesley Retirement Services Development Agreement
 - a. Public hearing on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.
 - b. Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Wesley Retirement Services, Inc.

10. Other Business

- A. Interim City Manager's Report - Wade Wagoner

11. Adjourn



MEMORANDUM

To: Mayor and City Council

From:

Date: January 6, 2025

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Report 1062025

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACE HARDWARE				
ACE HARDWARE	SPREADER REPAIRS	12/16/2024	15.88	ROAD USE TAX FU
ACE HARDWARE	IWC REPAIR SUPPLIES	12/17/2024	30.98	GENERAL FUND
ACE HARDWARE	IWC EQUIPMENT REPAIRS	12/31/2024	15.84	GENERAL FUND
Total ACE HARDWARE:			62.70	
ADVANCED DATA PROCESSING INC				
ADVANCED DATA PROCESSING	EMS BILLING ADMINISTRATION FEES	12/20/2024	6,538.02	AMBULANCE FUN
Total ADVANCED DATA PROCESSING INC:			6,538.02	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	SUMMERCREST HILLS URP	12/18/2024	258.00	GENERAL FUND
AHLERS & COONEY P.C.	WESLEY LIFE URP	12/18/2024	751.00	GENERAL FUND
AHLERS & COONEY P.C.	WESLEY RETIREMENT SERVICES INC DA	12/18/2024	2,007.00	GENERAL FUND
AHLERS & COONEY P.C.	LEGAL SERVICES	12/13/2024	997.00	GENERAL FUND
AHLERS & COONEY P.C.	KENTUCKY RIDGE/NORTH 6TH STREET UR	12/18/2024	326.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND NO 8 TO HILLCREST/DOWNTOWN U	12/18/2024	451.00	GENERAL FUND
AHLERS & COONEY P.C.	INCEPTION GROUP LLC DA	12/18/2024	1,210.00	GENERAL FUND
AHLERS & COONEY P.C.	IDG 3 LLC DA	12/18/2024	5,602.50	GENERAL FUND
AHLERS & COONEY P.C.	EMERALD BAY URP	12/18/2024	384.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			11,986.50	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	CITY HALL SERVICE CALL	12/18/2024	699.48	GENERAL FUND
AIR-CON MECHANICAL CORP.	CITY HALL CONDENSATE PUMP MOTER 1	12/18/2024	2,289.00	GENERAL FUND
AIR-CON MECHANICAL CORP.	CITY HALL CONDENSATE PUMP MOTER 2	12/18/2024	2,289.00	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			5,277.48	
ALLMAX SOFTWARE LLC				
ALLMAX SOFTWARE LLC	MAINTENANCE SOFTWARE THRU 2/28/26	12/27/2024	3,413.00	SEWER FUND
Total ALLMAX SOFTWARE LLC:			3,413.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	RETURN	12/21/2024	16.99	GENERAL FUND
AMAZON CAPITAL SERVICES	FLOOR SQUEEGEE'S	12/23/2024	46.54	FIRE FUND
AMAZON CAPITAL SERVICES	IWC	12/28/2024	13.80	GENERAL FUND
AMAZON CAPITAL SERVICES	SUPPLIES	12/28/2024	8.90	GENERAL FUND
AMAZON CAPITAL SERVICES	SNOW STAKES FOR THE SQUARE	12/23/2024	73.35	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	CHAIR COVER	12/12/2024	16.99	GENERAL FUND
AMAZON CAPITAL SERVICES	POWER CORD 90 DEGREE	12/12/2024	19.98	GENERAL FUND
AMAZON CAPITAL SERVICES	DIRECTOR TV DISPLAY	12/12/2024	443.73	LIBRARY FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	12/15/2024	65.94	WELLNESS CAMP
AMAZON CAPITAL SERVICES	OFFICE AND EVENT SUPPLIES	12/25/2024	147.37	PARK & RECREATI
AMAZON CAPITAL SERVICES	SUPPLIES	12/16/2024	127.15	GENERAL FUND
AMAZON CAPITAL SERVICES	FIRST AID SUPPLIES	12/18/2024	19.78	WELLNESS CAMP
AMAZON CAPITAL SERVICES	LAMINATION SHEETS	12/18/2024	19.95	WELLNESS CAMP
AMAZON CAPITAL SERVICES	IWC CROWS NEST UPDATE	12/13/2024	469.99	GENERAL FUND
AMAZON CAPITAL SERVICES	CLASS SUPPLIES, OFFICE SUPPLIES, COFF	12/13/2024	107.19	PARK & RECREATI
AMAZON CAPITAL SERVICES	RATCHET TIE DOWNS - BOAT	12/30/2024	89.89	FIRE FUND
AMAZON CAPITAL SERVICES	EMS CAPTAIN OFFICE SUPPLIES	12/30/2024	50.58	AMBULANCE FUN
Total AMAZON CAPITAL SERVICES:			1,704.14	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMERICAN BUSINESS PHONES				
AMERICAN BUSINESS PHONES	ANNUAL SUPPORT	12/13/2024	3,749.17	GENERAL FUND
Total AMERICAN BUSINESS PHONES:			3,749.17	
ASCENDANCE TRUCK CENTERS				
ASCENDANCE TRUCK CENTER	TRUCK REPAIR - UNIT 23	12/16/2024	837.50	ROAD USE TAX FU
Total ASCENDANCE TRUCK CENTERS:			837.50	
AUBERT'S TOWING				
AUBERT'S TOWING	ABANDONED TOW	11/16/2024	170.00	POLICE FUND
Total AUBERT'S TOWING:			170.00	
BIG STATE INDUSTRIAL SUPPLY INC				
BIG STATE INDUSTRIAL SUPPL	SHOP SUPPLIES	12/16/2024	238.00	ROAD USE TAX FU
Total BIG STATE INDUSTRIAL SUPPLY INC:			238.00	
BLUECROSS BLUESHIELD OF TENNESSEE				
BLUECROSS BLUESHIELD OF T	REFUND REQUEST BY PAYOR: DUPLICATE	04/28/2024	160.00	AMBULANCE FUN
Total BLUECROSS BLUESHIELD OF TENNESSEE:			160.00	
BLUEMARK ENERGY LLC				
BLUEMARK ENERGY LLC	NATURAL GAS	12/26/2024	3,369.07	WELLNESS CAMP
Total BLUEMARK ENERGY LLC:			3,369.07	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	PLAQUE REEVES	12/12/2024	56.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			56.00	
BOLTON & MENK INC				
BOLTON & MENK INC	DOWNTOWN SQUARE RECONSTRUCTION	11/29/2024	4,857.00	SQUARE STREETS
Total BOLTON & MENK INC:			4,857.00	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLIES	12/23/2024	598.78	FIRE FUND
BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	12/26/2024	316.86	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			915.64	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	BRAVO GALA	12/19/2024	300.00	GENERAL FUND
Total BRAVO GREATER DES MOINES:			300.00	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	NUISANCE ABATEMENT ISSUES	12/26/2024	874.72	GENERAL FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	12/26/2024	4,275.00	GENERAL FUND
BRICK GENTRY P.C.	IPAC LEGAL SERVICES	12/26/2024	90.00	GENERAL FUND
BRICK GENTRY P.C.	CH BLG PRJ LEGAL FEES	12/26/2024	750.00	CH BUILDING PRO
BRICK GENTRY P.C.	LEGAL SERVICE FEES	12/26/2024	285.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES	12/26/2024	1,110.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BRICK GENTRY P.C.	WWTP CONSTRUCTION	12/26/2024	270.00	WWTP FACILITY C
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT STR	12/26/2024	198.75	ROAD USE TAX FU
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT WR	12/26/2024	198.75	SEWER FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES - POLICE UNION	12/26/2024	678.75	POLICE FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES - GENERAL UNIT PAR	12/26/2024	198.75	PARK & RECREATI
Total BRICK GENTRY P.C.:			8,929.72	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	BLUEBEAM REVU CORE SUBSCRIPTION - W	12/16/2024	275.00	GENERAL FUND
Total CDW GOVERNMENT INC:			275.00	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	12/22/2024	70.42	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	12/22/2024	78.03	GENERAL FUND
Total CENTURYLINK:			148.45	
CINTAS CORPORATION				
CINTAS CORPORATION	CINTAS	12/23/2024	54.98	SEWER FUND
CINTAS CORPORATION	NEW AEDS	12/16/2024	234.00	SEWER FUND
Total CINTAS CORPORATION:			288.98	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	AIR FILTERS - BCS TILLER	12/17/2024	23.07	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	AIR FILTERS - CONCRETE GRINDER	12/20/2024	23.80	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			46.87	
DeGard, David				
DeGard, David	HOME BASE IOWA	12/31/2024	1,500.00	GENERAL FUND
Total DeGard, David:			1,500.00	
DIAM PEST CONTROL				
DIAM PEST CONTROL	PEST CONTROL	10/01/2024	89.00	WELLNESS CAMP
Total DIAM PEST CONTROL:			89.00	
DILLON, KORI				
DILLON, KORI	REIMBURSEMENT - RED CROSS CLASSES	12/17/2024	55.00	WELLNESS CAMP
Total DILLON, KORI:			55.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR UNIT 231	12/28/2024	28.98	POLICE FUND
DOWNEY TIRE PROS	TIRE REPAIR - CASE IH TRACTOR	12/31/2024	28.98	PARK & RECREATI
Total DOWNEY TIRE PROS:			57.96	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	ACTIVITY CENTER CLEANING	12/15/2024	1,595.00	PARK & RECREATI
DUST PROS JANITORIAL	JANITORIAL SERVICES CITY HALL	12/15/2024	4,225.00	GENERAL FUND
DUST PROS JANITORIAL	N HOWARD JANITORIAL SERVICES	12/15/2024	375.00	CH BUILDING PRO
DUST PROS JANITORIAL	JANITORIAL SERVICES	12/15/2024	500.00	GENERAL FUND
DUST PROS JANITORIAL	JANITORIAL SERVICES WRRF	12/15/2024	675.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DUST PROS JANITORIAL	JANITORIAL SERVICES	12/15/2024	500.00	ROAD USE TAX FU
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	12/15/2024	33.00	ROAD USE TAX FU
DUST PROS JANITORIAL	KLEENEX	12/20/2024	40.00	FIRE FUND
DUST PROS JANITORIAL	ACTIVITY CENTER EXTRA CLEANING	12/31/2024	100.00	PARK & RECREATI
DUST PROS JANITORIAL	ACTIVITY CENTER JANITORIAL SUPPLIES	12/31/2024	197.00	PARK & RECREATI
DUST PROS JANITORIAL	N HOWARD JANITORIAL SUPPLIES	12/31/2024	80.00	CH BUILDING PRO
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	12/31/2024	343.50	GENERAL FUND
Total DUST PROS JANITORIAL:			8,663.50	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	12/15/2024	584.51	POLICE FUND
Total ELIXIR RX SOLUTIONS:			584.51	
FAREWAY STORE				
FAREWAY STORE	EVENT SNACKS	12/17/2024	12.77	PARK & RECREATI
Total FAREWAY STORE:			12.77	
FIRE SERVICE TRAINING BUREAU				
FIRE SERVICE TRAINING BURE	D MCCURDY FF2 TESTING	12/13/2024	100.00	FIRE FUND
Total FIRE SERVICE TRAINING BUREAU:			100.00	
GALLS LLC				
GALLS LLC	UNIFORM ALTERATIONS	12/11/2024	46.37	FIRE FUND
GALLS LLC	UNIFORM INSIGNIA	12/18/2024	11.88	FIRE FUND
GALLS LLC	UNIFORM SHIRTS & ALTERATIONS	12/26/2024	243.26	FIRE FUND
Total GALLS LLC:			301.51	
GPM ENVIRONMENTAL SOLUTIONS LLC				
GPM ENVIRONMENTAL SOLUTI	INFLUENT SAMPLER BUILDING	12/26/2024	10,350.00	SEWER CAPITAL P
Total GPM ENVIRONMENTAL SOLUTIONS LLC:			10,350.00	
GRAINGER INC				
GRAINGER INC	IWC POOL LEAK	12/13/2024	15.45	GENERAL FUND
Total GRAINGER INC:			15.45	
GROVER, TIM				
GROVER, TIM	LUNCH PRESENTATION	12/27/2024	50.00	PARK & RECREATI
Total GROVER, TIM:			50.00	
HACH COMPANY				
HACH COMPANY	FILTERS	12/23/2024	86.49	SEWER FUND
Total HACH COMPANY:			86.49	
HALLETT MATERIALS				
HALLETT MATERIALS	SAND FOR ICE CONTROL	12/16/2024	1,634.58	ROAD USE TAX FU
Total HALLETT MATERIALS:			1,634.58	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
HAMM INC				
HAMM INC	ROCK FOR PLAINVIEW	11/25/2024	1,768.08	ROAD USE TAX FU
HAMM INC	ROCK ON 17TH ST	11/26/2024	1,855.66	ROAD USE TAX FU
HAMM INC	ROCK ON KENNEDY	11/26/2024	1,791.25	ROAD USE TAX FU
HAMM INC	ROCK FOR 17TH ST	11/27/2024	2,442.73	ROAD USE TAX FU
HAMM INC	ROCK FOR E IOWA	11/27/2024	1,192.99	ROAD USE TAX FU
Total HAMM INC:			9,050.71	
HAWKEYE TRUCK EQUIPMENT				
HAWKEYE TRUCK EQUIPMENT	ONE TON SPREADER	12/19/2024	8,600.00	ROAD USE TAX FU
Total HAWKEYE TRUCK EQUIPMENT:			8,600.00	
HEPNER, LORI ANN				
HEPNER, LORI ANN	ILLUMINATE INDIANOLA	12/19/2024	10,000.00	GENERAL FUND
Total HEPNER, LORI ANN:			10,000.00	
HR GREEN INC				
HR GREEN INC	FRANKLIN AVE SEWER IMPROVEMENTS	09/25/2024	5,747.20	SEWER CAPITAL P
HR GREEN INC	QUAIL MEADOWS PLAT 5 PLAN REVIEW	12/17/2024	130.50	GENERAL FUND
HR GREEN INC	ON CALL SERVICES- HR GREEN	12/27/2024	7,045.38	SEWER CAPITAL P
Total HR GREEN INC:			12,923.08	
HY-VEE				
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	90.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	90.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	90.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	270.00	ROAD USE TAX FU
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	315.00	POLICE FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	180.00	FIRE FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	90.00	PARK & RECREATI
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	45.00	LIBRARY FUND
HY-VEE	BIOMETRIC SCREENING - NOVEMBER 2024	12/10/2024	225.00	SEWER FUND
Total HY-VEE:			1,395.00	
INDEPENDENT ADVOCATE				
INDEPENDENT ADVOCATE	230241202 CC MINUTES	12/10/2024	431.66	GENERAL FUND
Total INDEPENDENT ADVOCATE:			431.66	
INDIANOLA CHAMBER OF COMMERCE				
INDIANOLA CHAMBER OF COM	WONDER ON BUXTON WEB HOSTING	12/02/2024	1,555.00	PARK & REC SPEC
Total INDIANOLA CHAMBER OF COMMERCE:			1,555.00	
INDIANOLA CONCERT ASSOCIATION				
INDIANOLA CONCERT ASSOCIA	FY25 ANNUAL CONTRIBUTION	11/25/2024	500.00	GENERAL FUND
Total INDIANOLA CONCERT ASSOCIATION:			500.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	BUXTON TRASH, RECYCLING, GAS	12/01/2024	129.75	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INDIANOLA MUNICIPAL UTILITIES:			129.75	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PD ADMIN CANON PRINTER	12/13/2024	265.00	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	PRINTER CONTRACT	12/13/2024	4,205.17	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			4,470.17	
INLAND TRUCK PARTS				
INLAND TRUCK PARTS	BRAKE REPAIRS #7	12/17/2024	919.82	ROAD USE TAX FU
Total INLAND TRUCK PARTS:			919.82	
IOWA MEDICAID ENTERPRISE				
IOWA MEDICAID ENTERPRISE	GEMT INVOICE FROM STATE OF IOWA	12/13/2024	5,845.68	AMBULANCE FUN
Total IOWA MEDICAID ENTERPRISE:			5,845.68	
IOWA ONE CALL				
IOWA ONE CALL	IOWA ONE CALL	12/10/2024	165.70	SEWER FUND
Total IOWA ONE CALL:			165.70	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WTR MGMT LIBRARY	01/01/2025	49.50	LIBRARY FUND
IOWA WATER MANAGEMENT C	WTR MGMT MUNICIPAL	01/01/2025	165.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			214.50	
IOWA-DES MOINES SUPPLY INC.				
IOWA-DES MOINES SUPPLY IN	MAINTENANCE SUPPLIES	10/30/2024	509.47	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MEMBERSHIP SUPPLIES	10/30/2024	560.11	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MAINTENANCE SUPPLIES	11/27/2024	193.52	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MEMBERSHIP SUPPLIES	11/27/2024	1,048.37	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MAINTENANCE SUPPLIES	12/11/2024	395.90	WELLNESS CAMP
IOWA-DES MOINES SUPPLY IN	MEMBERSHIP SUPPLIES	12/11/2024	243.27	WELLNESS CAMP
Total IOWA-DES MOINES SUPPLY INC.:			2,950.64	
IP PATHWAYS				
IP PATHWAYS	VEEAM CLOUD - MONTHLY	11/30/2024	335.08	GENERAL FUND
Total IP PATHWAYS:			335.08	
ITRON INC.				
ITRON INC.	ITRON 2025	12/12/2024	3,307.12	SEWER FUND
Total ITRON INC.:			3,307.12	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	REPAIR CITY HALL RECYCLING DOOR	11/19/2024	335.00	GENERAL FUND
Total JESS' LOCK AND KEY:			335.00	
JOSH'S AUTO REPAIR LLC				
JOSH'S AUTO REPAIR LLC	REPAIRS ON UNIT 211	12/20/2024	965.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total JOSH'S AUTO REPAIR LLC:			965.00	
JV TRUCKING LLC				
JV TRUCKING LLC	SAND FOR 50/50	12/18/2024	3,367.68	ROAD USE TAX FU
Total JV TRUCKING LLC:			3,367.68	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES JAN 20	01/02/2025	4,500.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,500.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	GLOVES	12/11/2024	102.28	ROAD USE TAX FU
LAWSON PRODUCTS	SHOP SUPPLIES	12/13/2024	362.97	ROAD USE TAX FU
LAWSON PRODUCTS	SHOP SUPPLIES	12/30/2024	108.59	ROAD USE TAX FU
Total LAWSON PRODUCTS:			573.84	
Long, Clifford				
Long, Clifford	HOME BASE IOWA	12/31/2024	1,500.00	GENERAL FUND
Total Long, Clifford:			1,500.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SUPPLIES FOR WALL	12/12/2024	71.27	GENERAL FUND
MCCOY HARDWARE INC	SUPPLIES FOR WALL	12/13/2024	34.96	GENERAL FUND
MCCOY HARDWARE INC	TOOLS/SUPPLIES	12/16/2024	33.72	GENERAL FUND
Total MCCOY HARDWARE INC:			139.95	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	WRRF ELECTRIC/GAS	12/11/2024	11,198.81	SEWER FUND
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	12/11/2024	11.87	GENERAL FUND
MID AMERICAN ENERGY CO.	STREET LIGHTING	12/11/2024	161.51	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	65/69 ELECTRIC	12/16/2024	75.08	SEWER FUND
MID AMERICAN ENERGY CO.	WESLEY ELECTRIC	12/16/2024	53.02	SEWER FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	12/17/2024	396.71	PARK & RECREATI
MID AMERICAN ENERGY CO.	NATURAL GAS	12/17/2024	567.05	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	MID AMERICAN GAS BILL	12/17/2024	71.99	POLICE FUND
MID AMERICAN ENERGY CO.	QUAIL ELECTRIC	12/17/2024	84.22	SEWER FUND
MID AMERICAN ENERGY CO.	N HOWARD UTILITIES	12/17/2024	508.15	CH BUILDING PRO
MID AMERICAN ENERGY CO.	CITY HALL UTILITIES	12/17/2024	1,748.99	GENERAL FUND
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST STREET	12/20/2024	108.03	FIRE FUND
Total MID AMERICAN ENERGY CO.:			14,985.43	
MID-IOWA OCCUPATIONAL TESTING				
MID-IOWA OCCUPATIONAL TES	POST ACCIDENT UA/BAT - BABCOCK	12/16/2024	480.00	POLICE FUND
Total MID-IOWA OCCUPATIONAL TESTING:			480.00	
MTI DISTRIBUTING INC				
MTI DISTRIBUTING INC	VENTRAC MUFFLER REPAIR	12/18/2024	391.97	PARK & RECREATI
Total MTI DISTRIBUTING INC:			391.97	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
NAPA AUTO PARTS				
NAPA AUTO PARTS	FITTING	12/16/2024	5.40	ROAD USE TAX FU
NAPA AUTO PARTS	2 YR WTY BAT	12/27/2024	201.99	SEWER FUND
NAPA AUTO PARTS	COUPLER	12/30/2024	56.69	ROAD USE TAX FU
NAPA AUTO PARTS	HYD. HOSE FITTING	12/30/2024	113.38	ROAD USE TAX FU
Total NAPA AUTO PARTS:			377.46	
NATIONWIDE OFFICE CLEANERS LLC				
NATIONWIDE OFFICE CLEANER	DECEMBER CLEANING	12/15/2024	5,776.61	WELLNESS CAMP
Total NATIONWIDE OFFICE CLEANERS LLC:			5,776.61	
NORWALK READY-MIXED CONCRETE INC				
NORWALK READY-MIXED CON	INFLUENT SAMPLER PAD	12/09/2024	409.75	SEWER CAPITAL P
Total NORWALK READY-MIXED CONCRETE INC:			409.75	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	WIRES	12/11/2024	27.54	ROAD USE TAX FU
O'REILLY AUTO PARTS	MOTOR OIL - VENTRAC	12/12/2024	29.99	PARK & RECREATI
O'REILLY AUTO PARTS	HYD. HOSE	12/17/2024	163.15	ROAD USE TAX FU
O'REILLY AUTO PARTS	MIN SPIRITS	12/18/2024	99.49	SEWER FUND
O'REILLY AUTO PARTS	WIPER BLADES - 2019 F350	12/18/2024	40.78	PARK & RECREATI
O'REILLY AUTO PARTS	CARB CLEANER, WIPER FLUID	12/18/2024	23.72	PARK & RECREATI
O'REILLY AUTO PARTS	WIPER BLADES - 2019 F350 - RETURN	12/19/2024	40.78-	PARK & RECREATI
O'REILLY AUTO PARTS	CARB CLEANER, WIPER FLUID - RETURN	12/19/2024	23.72-	PARK & RECREATI
O'REILLY AUTO PARTS	WIPER BLADES - 2019 F350	12/19/2024	40.78	PARK & RECREATI
O'REILLY AUTO PARTS	CARB CLEANER, WIPER FLUID	12/19/2024	19.50	PARK & RECREATI
O'REILLY AUTO PARTS	FLANGED BOLT, NUT, EXHAUST MATERIAL -	12/20/2024	25.17	PARK & RECREATI
O'REILLY AUTO PARTS	WIPER FLUID - MARSH	12/26/2024	39.48	POLICE FUND
O'REILLY AUTO PARTS	BATTERY TENDER	12/27/2024	69.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	WIPER BLADES	12/27/2024	167.80	ROAD USE TAX FU
O'REILLY AUTO PARTS	TURN SIGNAL BULB - 2014 F250 4X4	12/30/2024	6.59	PARK & RECREATI
O'REILLY AUTO PARTS	FUEL FILTER	12/30/2024	8.89	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			698.37	
PAYETTE, AARON				
PAYETTE, AARON	ICS 400 TRAINING - MEALS	12/11/2024	90.78	FIRE FUND
PAYETTE, AARON	ICS 400 TRAINING - MILEAGE	12/11/2024	108.54	FIRE FUND
Total PAYETTE, AARON:			199.32	
PELLA PRINTING				
PELLA PRINTING	BUSINESS CARDS - CASSANDRA HOFER	12/19/2024	70.36	GENERAL FUND
PELLA PRINTING	BUSINESS CARDS ROXANNE STOTLER	12/19/2024	70.36	GENERAL FUND
PELLA PRINTING	BUSINESS CARDS - KATHY KESTER	12/19/2024	70.36	GENERAL FUND
PELLA PRINTING	QUARTERLY MAGAZINE POSTAGE	12/19/2024	2,574.63	GENERAL FUND
PELLA PRINTING	QUARTERLY MAGAZINE	12/19/2024	6,430.00	PARK & RECREATI
PELLA PRINTING	QUARTERLY MAGAZINE	12/19/2024	6,430.00	GENERAL FUND
Total PELLA PRINTING:			15,645.71	
PERFECTION PEST MANAGEMENT				
PERFECTION PEST MANAGEM	PEST CONTROL - PICKARD CONCESSIONS	11/01/2024	70.00	PARK & RECREATI
PERFECTION PEST MANAGEM	PEST CONTROL	12/31/2024	53.50	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PERFECTION PEST MANAGEMENT:			123.50	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIRS TO VENTRAC V - BLADE	12/30/2024	38.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			38.00	
PITNEY BOWES				
PITNEY BOWES	QUARTERLY RENTAL	12/11/2024	165.54	GENERAL FUND
Total PITNEY BOWES:			165.54	
PLEVA MECHANICAL				
PLEVA MECHANICAL	PAINTING & SANDBLASTING REC POOL & R	09/30/2024	47,300.00	WELLNESS CAMP
PLEVA MECHANICAL	SERVICE POOL HEATERS FOR LAP POOL	08/20/2024	7,670.00	WELLNESS CAMP
PLEVA MECHANICAL	CHLORINE FEEDER PUMP REPAIR	11/27/2024	245.44	WELLNESS CAMP
Total PLEVA MECHANICAL:			55,215.44	
POWER WELLNESS MGMT LLC				
POWER WELLNESS MGMT LLC	OPERATIONS ASSESSMENT FINAL PAYMEN	11/12/2024	12,250.00	WELLNESS CAMP
Total POWER WELLNESS MGMT LLC:			12,250.00	
PROIMAGE SIGN & LIGHTING				
PROIMAGE SIGN & LIGHTING	PICKARD SPONSORSHIP SIGN	12/20/2024	336.00	PARK & RECREATI
Total PROIMAGE SIGN & LIGHTING:			336.00	
PROSCREENING LLC				
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - REC REE	12/15/2024	169.00	PARK & RECREATI
PROSCREENING LLC	PRE EMPLOYMENT SCREENING - IWC BABI	12/15/2024	82.00	WELLNESS CAMP
Total PROSCREENING LLC:			251.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	COACHES BACKGROUND CHECKS	12/31/2024	178.20	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			178.20	
PURCHASE POWER				
PURCHASE POWER	POSTAGE REFILL 12/20/24	12/20/2024	500.00	GENERAL FUND
PURCHASE POWER	POSTAGE SUPPLIES	12/20/2024	157.68	GENERAL FUND
PURCHASE POWER	POSTAGE OVERAGE	12/20/2024	45.50	GENERAL FUND
Total PURCHASE POWER:			703.18	
RALLY APPRAISAL LLC				
RALLY APPRAISAL LLC	APPRAISAL - 2110 W 2ND AVE	12/17/2024	1,800.00	CH BUILDING PRO
Total RALLY APPRAISAL LLC:			1,800.00	
RICE, MICAH				
RICE, MICAH	ICS 400 TRAINING MEALS	12/12/2024	49.01	FIRE FUND
RICE, MICAH	ICS 400 TRAINING MILEAGE	12/12/2024	128.64	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total RICE, MICAH:			177.65	
ROBERTS HEATING, COOLING, & PLUMBING				
ROBERTS HEATING, COOLING,	N HOWARD FURNACE REPLACYEMENT X4	12/19/2024	24,498.30	CH BUILDING PRO
Total ROBERTS HEATING, COOLING, & PLUMBING:			24,498.30	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES JAN 20	01/02/2025	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SMITH'S COLLISION CENTER				
SMITH'S COLLISION CENTER	330 DEER CRASH DAMAGE REPAIR	12/19/2024	2,942.00	FIRE FUND
Total SMITH'S COLLISION CENTER:			2,942.00	
SOUTHTOWN CHRYSLER DODGE				
SOUTHTOWN CHRYSLER DOD	TAIL LIGHT ASSEMBLY - 2022 RAM 2500 4X4	12/19/2024	333.00	PARK & RECREATI
Total SOUTHTOWN CHRYSLER DODGE:			333.00	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	ACTIVITY CENTER PEST CONTROL	12/04/2024	70.40	PARK & RECREATI
Total SPRINGER PROFESSIONAL HOME SERVICES:			70.40	
STAPLES				
STAPLES	OFFICE SUPPLIES	01/01/2025	36.70	GENERAL FUND
Total STAPLES:			36.70	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	CITY HALL TRASH	12/24/2024	110.00	GENERAL FUND
T.R.M. DISPOSAL LLC	N HOWARD TRASH SERVICE	12/24/2024	97.00	CH BUILDING PRO
T.R.M. DISPOSAL LLC	GARBAGE BILL	12/24/2024	23.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL	12/24/2024	134.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			364.00	
TELEFLEX LLC				
TELEFLEX LLC	EZ-IO NEEDLES	12/17/2024	1,100.00	AMBULANCE FUN
Total TELEFLEX LLC:			1,100.00	
THEISEN'S				
THEISEN'S	SUPPLIES	12/12/2024	155.87	SEWER FUND
THEISEN'S	CHAIN LINKS	12/12/2024	29.38	ROAD USE TAX FU
THEISEN'S	CORD	12/12/2024	9.99	SEWER FUND
THEISEN'S	TARP	12/12/2024	149.70	ROAD USE TAX FU
THEISEN'S	MATERIALS & SUPPLIES	12/16/2024	73.84	SEWER CAPITAL P
THEISEN'S	STEP LADDERS	12/17/2024	159.98	ROAD USE TAX FU
THEISEN'S	BATTERY BOX	12/27/2024	11.79	ROAD USE TAX FU
THEISEN'S	OIL, WINDSHIELD SOLVENT, ETC	12/30/2024	119.88	SEWER FUND
Total THEISEN'S:			710.43	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
TIFCO INDUSTRIES				
TIFCO INDUSTRIES	LOCATE FLAGS	12/19/2024	84.98	SEWER FUND
TIFCO INDUSTRIES	ORANGE GLOVES	12/31/2024	219.50	SEWER FUND
Total TIFCO INDUSTRIES:			304.48	
TOMPKINS INDUSTRIES INC.				
TOMPKINS INDUSTRIES INC.	HYD HOSES FOR SPREADER	12/10/2024	154.83	ROAD USE TAX FU
TOMPKINS INDUSTRIES INC.	HYD. COUPLER FOR SPREADER	12/10/2024	68.26	ROAD USE TAX FU
TOMPKINS INDUSTRIES INC.	HYD. COUPLER FOR SPREADER	12/10/2024	106.69	ROAD USE TAX FU
Total TOMPKINS INDUSTRIES INC.:			329.78	
TREJO, DIANA				
TREJO, DIANA	REFUND BUXTON ROOM	01/02/2025	200.00	PARK & RECREATI
Total TREJO, DIANA:			200.00	
TRUBANK				
TRUBANK	INTEREST DOWNTOWN INCENTIVE PROJEC	12/10/2024	10.85	DOWNTOWN BIZ I
Total TRUBANK:			10.85	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - COMM DEV	12/18/2024	34.61	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - CITY ADMIN'	12/18/2024	34.65	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - STREETS	12/18/2024	34.61	ROAD USE TAX FU
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - SEWER	12/18/2024	34.61	SEWER FUND
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - POLICE	12/18/2024	34.61	POLICE FUND
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - FIRE	12/18/2024	34.61	FIRE FUND
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - WELLNESS CAMP	12/18/2024	34.61	WELLNESS CAMP
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - LIBRARY	12/18/2024	34.61	LIBRARY FUND
TRUENORTH COMPANIES LC	SAFETY MTG NOV 2024 - P&R ADMIN	12/18/2024	34.61	PARK & RECREATI
Total TRUENORTH COMPANIES LC:			311.53	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE FIRE	12/10/2024	865.90	AMBULANCE FUN
U.S. CELLULAR	CELL PHONE STREET	12/10/2024	185.30	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE COM DEV	12/10/2024	93.51	GENERAL FUND
U.S. CELLULAR	CELL PHONE WRR	12/10/2024	138.54	SEWER FUND
U.S. CELLULAR	CELL PHONE COMMUNICATIONS	12/10/2024	46.76	GENERAL FUND
U.S. CELLULAR	CELL PHONE FACILITIES	12/10/2024	46.76	MAINTENANCE
U.S. CELLULAR	CELL PHONE HR	12/10/2024	46.76	GENERAL FUND
U.S. CELLULAR	REPLACEMENT CELL PHONE - STREET	12/10/2024	279.00	ROAD USE TAX FU
Total U.S. CELLULAR:			1,702.53	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	DOT DRUG SCREEN - ANDERS, WATKINS, W	12/16/2024	248.00	ROAD USE TAX FU
Total UPHDM OCCUPATIONAL MEDICINE:			248.00	
VAN WYK, AUSTIN				
VAN WYK, AUSTIN	ICS 400 TRAINING MEALS	12/12/2024	30.86	FIRE FUND
VAN WYK, AUSTIN	ICS 400 TRAINING LODGING	12/12/2024	122.81	FIRE FUND
VAN WYK, AUSTIN	ICS 400 TRAINING MILEAGE	12/12/2024	110.90	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total VAN WYK, AUSTIN:			264.57	
VAN ZANTE, TRACY				
VAN ZANTE, TRACY	ICS 400 TRAINING MEALS	12/12/2024	69.78	FIRE FUND
VAN ZANTE, TRACY	ICS 400 TRAINING LODGING	12/12/2024	119.84	FIRE FUND
VAN ZANTE, TRACY	ICS 400 TRAINING MILEAGE	12/12/2024	115.24	FIRE FUND
Total VAN ZANTE, TRACY:			304.86	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	FRANKLIN AVE PAY APP 3	09/30/2024	139,775.87	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			139,775.87	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON POLICE BILL	12/15/2024	1,711.93	POLICE FUND
Total VERIZON WIRELESS:			1,711.93	
WAGONER, WADE				
WAGONER, WADE	MILEAGE TO MEETINGS	12/31/2024	140.03	GENERAL FUND
WAGONER, WADE	JANUARY 2025 CELL	01/02/2025	75.00	GENERAL FUND
Total WAGONER, WADE:			215.03	
WALDINGER CORPORATION, THE				
WALDINGER CORPORATION, T	REPLACE BEARINGS IN ALL MOTORS POOL	12/26/2024	8,366.60	WELLNESS CAMP
WALDINGER CORPORATION, T	REPLACE MOTOR HP11	12/10/2024	1,612.48	WELLNESS CAMP
Total WALDINGER CORPORATION, THE:			9,979.08	
WARREN COUNTY OIL				
WARREN COUNTY OIL	HYDRAULIC OIL	12/30/2024	726.00	ROAD USE TAX FU
Total WARREN COUNTY OIL:			726.00	
WARREN WATER DISTRICT				
WARREN WATER DISTRICT	WRRF WATER	12/19/2024	95.45	SEWER FUND
Total WARREN WATER DISTRICT:			95.45	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	FALL CLEAN UP	12/16/2024	2,403.50	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			2,403.50	
WCLI				
WCLI	WARREN COUNTY LEADERSHIP INSTITUTE-	12/16/2024	500.00	GENERAL FUND
Total WCLI:			500.00	
WELLS FARGO CCER				
WELLS FARGO CCER	Full refund for taxes paid and partial refund for t	11/30/2024	46.65-	FIRE FUND
WELLS FARGO CCER	Repair to the Fire Safety Trailer See the attache	11/30/2024	712.41	FIRE FUND
WELLS FARGO CCER	International Society of Fire Service Instructors	11/30/2024	135.00	FIRE FUND
WELLS FARGO CCER	epi pen trainers x5Medicap Pharmacy 8036	11/30/2024	23.20	AMBULANCE FUN
WELLS FARGO CCER	txa, duo neb, rocuronium, atropineMercyone Cli	11/30/2024	104.78	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	nremt certNational Registry Emt	11/30/2024	32.00	AMBULANCE FUN
WELLS FARGO CCER	fentanyl, narcan, asa, d50, benadrylMercyone C	11/30/2024	327.28	AMBULANCE FUN
WELLS FARGO CCER	ConferenceLibrary Marketing Conf	11/30/2024	39.00	LIBRARY FUND
WELLS FARGO CCER	Marketing expenseFlodesk.Com	11/30/2024	38.00	LIBRARY FUND
WELLS FARGO CCER	Notary StampDes Moines Stamp Mfg Co	11/30/2024	25.50	GENERAL FUND
WELLS FARGO CCER	Final Plat Approval StampDes Moines Stamp Mf	11/30/2024	41.00	GENERAL FUND
WELLS FARGO CCER	Fee for Iowa Notaryla Secretary Of State	11/30/2024	30.00	GENERAL FUND
WELLS FARGO CCER	laPelra 2024 Winter Conference _ VirtualPelra*	11/30/2024	30.00	GENERAL FUND
WELLS FARGO CCER	Home for the Holidays Supplies ReturnWal-Mart	11/30/2024	48.34	PARK & RECREATI
WELLS FARGO CCER	Home for the Holidays SuppliesDollar General #	11/30/2024	7.00	PARK & RECREATI
WELLS FARGO CCER	Home for the Holidays SuppliesWal-Mart #1491	11/30/2024	40.33	PARK & RECREATI
WELLS FARGO CCER	Home for the Holidays SuppliesWm Supercente	11/30/2024	61.84	PARK & RECREATI
WELLS FARGO CCER	Home for the Holidays SuppliesDollar General #	11/30/2024	4.00	PARK & RECREATI
WELLS FARGO CCER	Home for the Holidays DecorationsWm Superce	11/30/2024	64.76	PARK & RECREATI
WELLS FARGO CCER	CPR cards for city employees, training & educat	11/30/2024	66.00	AMBULANCE FUN
WELLS FARGO CCER	Team Unify software for Competition SwimSport	11/30/2024	1,099.00	WELLNESS CAMP
WELLS FARGO CCER	License for Body Pump, and other Group exerci	11/30/2024	647.00	WELLNESS CAMP
WELLS FARGO CCER	Parking fee for Nov 6 Strategic Planning Sessio	11/30/2024	4.32	GENERAL FUND
WELLS FARGO CCER	Parking fee for Nov 6 Strategic Planning Sessio	11/30/2024	4.28	GENERAL FUND
WELLS FARGO CCER	Funeral Flowers for Family Member (Sones)Hy-	11/30/2024	50.00	GENERAL FUND
WELLS FARGO CCER	Adult ProgramBrickhousetavern	11/30/2024	45.00	LIBRARY FUND
WELLS FARGO CCER	Adult ProgramSq *local Vine	11/30/2024	45.00	LIBRARY FUND
WELLS FARGO CCER	Friends Annual MeetingSq *whip It Good Cateri	11/30/2024	179.76	LIBRARY SPECIAL
WELLS FARGO CCER	Adult ProgramWm Supercenter #1491	11/30/2024	13.58	LIBRARY FUND
WELLS FARGO CCER	Adult ProgramWm Supercenter #1491	11/30/2024	21.68	LIBRARY FUND
WELLS FARGO CCER	Family programWalmart.Com 8009256278	11/30/2024	7.68	LIBRARY FUND
WELLS FARGO CCER	Family programHy-Vee Indianola 1271	11/30/2024	349.65	LIBRARY FUND
WELLS FARGO CCER	Family programWalmart.Com	11/30/2024	16.62	LIBRARY FUND
WELLS FARGO CCER	Kids programWalmart.Com 8009256278	11/30/2024	3.94	LIBRARY FUND
WELLS FARGO CCER	Kids T or TFareway Stores #657	11/30/2024	107.50	LIBRARY FUND
WELLS FARGO CCER	IAMU Conference lamu	11/30/2024	1,050.00	SEWER FUND
WELLS FARGO CCER	waste water math course DMACC	11/30/2024	450.00	SEWER FUND
WELLS FARGO CCER	waste water math course DMACC	11/30/2024	450.00	SEWER FUND
WELLS FARGO CCER	AV system Council ChambersEbay	11/30/2024	533.93	VEHICLE AND EQU
WELLS FARGO CCER	NetworkingWww.Ui.Com	11/30/2024	828.00	GENERAL FUND
WELLS FARGO CCER	Printer SuppliesSp Bambulab	11/30/2024	303.74	GENERAL FUND
WELLS FARGO CCER	NetworkingWww.Ui.Com	11/30/2024	1,311.00	GENERAL FUND
WELLS FARGO CCER	UI PhonesUbiquiti	11/30/2024	49.98	GENERAL FUND
WELLS FARGO CCER	Backflow preventer test gaugesPaypal	11/30/2024	881.25	MAINTENANCE
WELLS FARGO CCER	IWC draft inducer motor assembly for water hea	11/30/2024	772.95	MAINTENANCE
WELLS FARGO CCER	IWC water heater igniter, flame sensor, gasketS	11/30/2024	205.35	MAINTENANCE
WELLS FARGO CCER	new circulation pump for City HallBernardJ Mulc	11/30/2024	1,772.82	MAINTENANCE
WELLS FARGO CCER	State of Iowa backflow license to test City owne	11/30/2024	72.00	MAINTENANCE
WELLS FARGO CCER	New heating valve for Police Admin air handlerS	11/30/2024	273.40	MAINTENANCE
WELLS FARGO CCER	65079- Adult Program suppliesFareway Stores	11/30/2024	5.36	LIBRARY FUND
WELLS FARGO CCER	Cleaning supplies and kleenexWalmart.Com 80	11/30/2024	9.42	LIBRARY FUND
WELLS FARGO CCER	Cleaning supplies and kleenexWalmart.Com 80	11/30/2024	17.91	LIBRARY FUND
WELLS FARGO CCER	Teen Hangout - ProgrammingWalmart.Com	11/30/2024	40.74	LIBRARY FUND
WELLS FARGO CCER	Teen Hangout - ProgrammingWalmart.Com	11/30/2024	57.24	LIBRARY FUND
WELLS FARGO CCER	Teen Hangout - ProgrammingWalmart.Com	11/30/2024	44.33	LIBRARY FUND
WELLS FARGO CCER	Teen Hangout - ProgrammingWalmart.Com 800	11/30/2024	53.08	LIBRARY FUND
WELLS FARGO CCER	Teen Hangout - programmingWalmart.Com 800	11/30/2024	45.66	LIBRARY FUND
WELLS FARGO CCER	Renew Pesticide Applicator Licenses for Marty	11/30/2024	45.00	PARK & RECREATI
WELLS FARGO CCER	Friends of the Library - stamps for membership	11/30/2024	146.00	LIBRARY SPECIAL
WELLS FARGO CCER	Childrens programming - Trunk or TreatSamsclu	11/30/2024	233.64	LIBRARY FUND
WELLS FARGO CCER	2 additional licensesAdobe *adobe	11/30/2024	26.39	GENERAL FUND
WELLS FARGO CCER	Canva annual subscriptionCanva* I04340-7798	11/30/2024	149.90	GENERAL FUND
WELLS FARGO CCER	SIPSangoma US Inc	11/30/2024	68.32	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	MailChimp RenewalMailchimp	11/30/2024	135.00	GENERAL FUND
WELLS FARGO CCER	Adobe Monthly RenewalAdobe *adobe	11/30/2024	665.86	GENERAL FUND
WELLS FARGO CCER	Badge Stickers4imprint, Inc	11/30/2024	300.39	POLICE FUND
WELLS FARGO CCER	Window clings--Imprinthew	11/30/2024	190.80	POLICE FUND
WELLS FARGO CCER	postcardsQuill Corporat01774991	11/30/2024	.01	POLICE FUND
WELLS FARGO CCER	general office suppliesQuill Corporat01774991	11/30/2024	179.34	POLICE FUND
WELLS FARGO CCER	Ortlund AR15 Armorer course March 2025Const	11/30/2024	550.00	POLICE FUND
WELLS FARGO CCER	DARE MaterialsSp Darecatalog	11/30/2024	449.58	POLICE FUND
WELLS FARGO CCER	Donuts for Employee Engagement eventHy-Vee	11/30/2024	180.00	POLICE FUND
WELLS FARGO CCER	ASP Training materialsSp Asp Inc	11/30/2024	731.00	POLICE FUND
WELLS FARGO CCER	2024 lowACE Fall Education ConferenceHotel a	11/30/2024	354.20	GENERAL FUND
WELLS FARGO CCER	Educational material, Mike Visser Pass the 202	11/30/2024	249.00	GENERAL FUND
WELLS FARGO CCER	Classes, Tim Little IRC Plan Review, 2024 IRC	11/30/2024	485.70	GENERAL FUND
Total WELLS FARGO CCER:			18,650.41	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	01/01/2025	125.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	01/01/2025	25.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			150.00	
YMCA SPTNT IMX				
YMCA SPTNT IMX	YMCA SPTNT IMX SWIM MEET	12/30/2024	108.00	WELLNESS CAMP
Total YMCA SPTNT IMX:			108.00	
Grand Totals:			469,332.55	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Approval of Minutes of the December 19, 2024, meeting.

Recommendation: Simple motion is in order.

Attachments: 1. 20241219 CC Minutes



CITY OF INDIANOLA COUNCIL MEETING

December 19, 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 December 19, 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, Steve Armstrong. Absent: Christina Beach.

Oath of Office

Mayor Erickson administered the Oath of Office to Firefighter/Paramedics Nathan Belvo, Gerrit Foreman, Nick Johnston, and Austin Van Wyk.

Mayor Pro Tem Richardson presented a plaque to out-going City Manager Ben Reeves for his years of service.

Mayor Erickson recognized out-going Chief Chia for his service in the Fire Department.

Public Comment

Mike Baethke, 704 W Scenic Valley Dr., Lowell Joslin, 1011 W Ashland Ave., and Angie Jensen, 1601 Fareway Dr. commented on the IWC and the Board of Trustees' resignation.

Mayor Erickson read aloud a comment submitted by Paul and Maurine Dalluge, 108 S 20th St., regarding the usage of the Activity Center.

Mayor Pro Tem Richardson read aloud a comment submitted by Bonnie McKinney, 1006 W Clinton, IWC regarding the Indianola Wellness Campus.

Consent Agenda

Council Member Richardson moved to approve the Consent Agenda and Rabe seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Claims
- Approval of Minutes of the December 2, 2024 meeting.
- Resolution 2024-273 fixing date for a public hearing on January 6, 2025 at 6 PM on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.
- Resolution 2024-274 determining the necessity and setting dates of a consultation and a public hearing on a proposed Emerald Bay Urban Renewal Plan for a proposed Urban Renewal Area in the City of Indianola, State of Iowa.
- Approval of Final Payment Application in the amount of \$43,577.10 to Indianola Municipal Utilities for streetlights on East Hillcrest Avenue.
- Approval of a renewed liquor license for Ohio Martinez, LLC dba Fiestas Jalepenos Mexican Restaurant.
- Approval of a renewed liquor license for Desi Liquor, LLC dba Spirits World.
- Consideration of the approval of a new liquor license for Sticks and Balls, LLC.

- Third consideration and adoption of an ordinance amending Chapter 106, Collection of Solid Waste.
- Second 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.
- Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Kentucky Ridge/North 6th Street Urban Renewal Plan.
- First consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.
- Resolution 2024-275 approving application for Partial Payment Number 1 in the amount of \$126,039.73 to TK Concrete and Change Order Number 1 in the amount of \$28,478.40 for the North N Street Storm Sewer Repairs Project.
- Resolution 2024-276 approving Change Order Number 8 in the amount of (\$300,000) for the Water Resource Recovery Facility Project.
- Resolution 2024-277 approving an agreement with HR Green for the South C Street Sanitary Sewer Improvement Project.
- Resolution 2024-278 authorizing an agreement with HR Green for the Iowa Avenue Sanitary Sewer Improvement Project.
- Resolution 2024-279 approving an agreement with Snyder and Associates for the 14th Street Watershed Study Project.
- Resolution 2024-280 approving Final Payment in the amount of \$16,897.11 to Absolute Concrete Construction, Inc., and Final Acceptance of the Downtown Square Reconstruction Project.
- Resolution 2024-281 approving the bylaws for the Safety Committee.
- Resolution 2024-282 approving the residential anti-displacement and relocation assistance plan in accordance with the CDBG Grant.
- Resolution 2024-283 approving a lease termination agreement by and between the City of Indianola and Regions Bank.
- Resolution 2024-284 appointing Wade Wagoner to the position of interim city manager.
- Resolution 2024-285 authorizing the termination of an intergovernmental agreement between the City of Indianola and the Greater Des Moines Convention and Visitors Bureau.
- Resolution 2024-286 approving the site plan for Indianola Veterinary Clinic at 2201 North Jefferson Way.
- Receive and file the FY24 Annual Financial Report.
- Prior approval of Urban Revitalization Designations
- Resolution 2024-287 approving salaries.

Council Reports

Bob Kling, Indianola Public Arts Commission member, presented the plans for a proposed art mural project, "Illuminate Indianola."

Council Member Dalby moved to approve Resolution 2024-288 authorizing agreements for the Illuminate Indianola Mural Project and Richardson seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Sones provided a Landfill Board update and Council Member Richardson gave a Greater Des Moines Partnership update.

The Council appointed the following representatives to committees:

E911 - Chief Hurt, Council Member Dalby
 Greater Des Moines CVB - Council Member Armstrong
 Landfill Board - Council Members Armstrong, Sones
 Metro Advisory - Council Member Richardson
 WCEDC - Wade Wagoner and Council Member Rabe
 WCEMA – Council Members Dalby, Beach
 Watershed Mgmt – Wade Wagoner, Council Member Rabe

Council Member Armstrong moved to approve Resolution 2024-289 appointing the City of Indianola representation to the Des Moines Metropolitan Planning Organization (MPO) and the Central Iowa Regional Transportation Planning Alliance (CIRTPA). Dalby seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

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

Mayor's Report

Mayor Erickson extended her congratulations to the winners of the Warren Co Impact Celebration and provided an update on the Mayor's Youth Council.

Old Business

Council Member Richardson moved to approve Resolution 2024-290 approving Partial Payment Number 6 in the amount of \$9,865.04 to Vanderpool Construction, Change Order Number 5 in the amount of (\$27,262.92) and the Supplemental Agreement for the South K Street Paving Project. Rabe seconded it. Public Works Director Akhelish Pal and Engineer Dave Moeller discussed the closing steps of the project. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to approve Resolution 2024-291 accepting work. Armstrong seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Dalby moved to approve Resolution 2024-292 ordering preparation of final plat and schedule of assessments. Rabe seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Armstrong moved to approve Resolution 2024-293 adopting and levying final schedule of assessments. Sones seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Other Business

City Manager Reeves commented on the Indianola Wellness Campus and the Board of Trustees. Council will discuss the IWC at future meetings.

City Manager Reeves thanked elected officials, staff and other community members for their support during his tenure.

Wade Wagoner, Interim City Manager, introduced himself.

Council Member Richardson stated Vision 2030, debt limits and debt loads will be discussed in January.

City Manager Ben Reeves explained the amendment process for the Kentucky Ridge urban renewal plan and development agreement. Staff will bring it back to council in the future for further direction.

Council Member Armstrong moved to enter into closed session at 7:56 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. Richardson seconded it. On roll call, the vote was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Armstrong moved to exit the closed session at 8:18 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 was AYES: Richardson, Rabe, Dalby, Sones, Armstrong. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

Adjourn

The meeting was adjourned at 8:18 PM on a motion by Rabe and seconded by Richardson. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Consideration of the approval of a renewed liquor license for The SP Grill, Inc dba Brickhouse Tavern.

Introduction: This is a renewal of their Class C retail alcohol license with catering and outdoor service privileges.

Background: Their current license expired December 31, 2024.

Discussion: Brickhouse is a corporation with owners listed as Joseph Ripperger and Amanda Ripperger.

Budget Impact:

Recommendation: The paperwork is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Consideration of the approval of a renewed liquor license for The SP Grill, Inc dba The Sports Page Grill.

Introduction: This is a renewal of their Class C retail alcohol license with catering and outdoor service privileges.

Background: Their current license expired December 31, 2024.

Discussion: The Sports Page Grill is a corporation with owners listed as Joseph Ripperger and Amanda Ripperger.

Budget Impact:

Recommendation: The paperwork is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Finance Director

Date: January 6, 2025

Subject: Third consideration and adoption of an 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: 1. Amend No. 8 to Unified URP - Ordinance

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: Jackie Raffety, City Clerk/Finance Director

Date: January 6, 2025

Subject: Third consideration and adoption of an 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: 1. Kentucky Ridge URP - Ordinance

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: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Second consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Summercrest Hills Urban Renewal Plan.

Recommendation: The Council previously approved the first consideration of an ordinance for the Summercrest Hills Urban Renewal Plan. However, changes to the ordinance were required, resulting in the Council needing to approve the first consideration again. Roll call is in order.

Attachments: 1. Summercrest Hills URP - Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN** 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 (**IDG PARCELS**)

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. 2024-268 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 following lots and parcels (hereinafter referred to as the "**IDG Parcels**") 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

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 1, Summercrest Hills Plat 1, an Official Plat now included in and forming a part of the City of Indianola, Warren County

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

AND EXCEPT

A PART OF LOT 5 IN SUMMERCREST HILLS PLAT 4, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 89° 57' 19" WEST ALONG THE SOUTH LOT LINE OF SAID LOT 5, A DISTANCE 21.57 FEET; THENCE NORTH 84° 14' 40" WEST CONTINUING ALONG SAID SOUTH LOT LINE, 90.45 FEET; THENCE NORTH 89° 57' 19" WEST CONTINUING ALONG SAID SOUTH LOT LINE, 68.43 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTH LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.27 FEET AND WHOSE CHORD BEARS NORTH 44° 57' 19" WEST, 35.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00° 02' 41" EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 145.29 FEET; THENCE NORTH 02° 56' 14" EAST CONTINUING ALONG SAID WEST LINE, 55.36 FEET; THENCE NORTH 90° 00' 00" EAST, 202.21 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 0° 02' 41" WEST ALONG SAID EAST LINE, 234.74 TO THE POINT OF BEGINNING AND CONTAINING 1.07 ACRES (46,648 S.F.).
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND EXCEPT

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 EXCEPT

Lot 1 and Lot A in DeYarman Park Minor Subdivision Plat, now included in and forming a part of the City of Indianola, Iowa

AND EXCEPT

The North 100 feet of the SW ¼ of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa.

[NOTE: The City is including only a portion of the Urban Renewal Area in this TIF Ordinance.]

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 on the IDG Parcels 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 IDG Parcels of 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 IDG Parcels of 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 IDG Parcels of 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 IDG Parcels of the Urban Renewal Area exceeds the total assessed value of the taxable property in the IDG Parcels of 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 IDG Parcels of 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 IDG Parcels of 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 IDG Parcels of 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 IDG Parcels in 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 _____, 20__.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 20__

Read Second Time: _____, 20__

Read Third Time: _____, 20__

PASSED AND APPROVED: _____, 20__.

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 _____, 20__, signed by the Mayor on _____, 20__, and published in the Indianola Record Herald on _____, 20__ 4.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Resolution approving transfers for the Facilities and Maintenance Fund.

Recommendation: Our auditor has advised us to move the facilities and maintenance fund to the general fund, instead of an internal services fund because not every department contributes to this fund (the way they do to the health insurance fund, for example).
Roll call is in order.

Attachments: 1. Res 2025- Transfer Maintenance Funds

City of Indianola
RESOLUTION NO 2025-

**RESOLUTION APPROVING TRANSFERS FOR THE FACILITIES
AND MAINTENANCE FUND**

WHEREAS, Iowa Administrative Code (“IAC”) Sections 545-2.1 through 2.5 address City Finance budget amendments and fund transfers; and

WHEREAS, IAC Section 545-2.5 requires that all transfers of money between funds in the City budget forms must be approved by a fund transfer resolution of the City Council as defined in the IAC Section 545-2.1 to allow for transfers between funds; and

WHEREAS, the City of Indianola has utilized Fund 860 as the Facilities and Maintenance Fund which is budgeted as an Internal Service Fund; and

WHEREAS, the City of Indianola has been advised by its auditor the Facilities and Maintenance Fund should be part of the General Fund budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the monies currently held in Fund 860 shall be transferred to Fund 001 in its entirety.

Passed and approved this 6th day of January 2025.

Mayor

ATTEST:

Jackie Raffety
City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Resolution approving an amendment to the Purchasing Policy.

Introduction: The State of Iowa competitive bid thresholds for public improvement projects have been adjusted for projects with bid dates on or after January 1, 2025.

Background: Horizontal infrastructure generally refers to roads, bridges, highways and culvert projects.

Vertical infrastructure typically refers to new construction or renovation of structures such as buildings and other items that are not roads, bridges or culverts.

Discussion: The City of Indianola must now seek formal bids for horizontal infrastructure with an estimated cost greater than \$62,000 and vertical infrastructure with an estimated cost greater than \$206,000. The previous threshold amounts were \$65,000 and \$196,000, respectively.

Competitive quotes will be required for vertical infrastructure between \$82,000 and \$206,000. The previous threshold was between \$81,000 and \$196,000.

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Res 2025- Approve Purchasing Policy Bid Amendment
2. Purchasing Policy Amendment 20250106

City of Indianola
RESOLUTION 2025-

**RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY FOLDER
REGARDING THE PURCHASING POLICY**

WHEREAS, the Indianola City Council has adopted certain purchasing policies; and

WHEREAS, periodically policies are reviewed to see if certain amendments should be adopted;
and

WHEREAS, the State of Iowa has amended the competitive quote and competitive bid
thresholds for public improvement projects; and

WHEREAS, the bid threshold amendments shown on the attached pages are being presented
for adoption by the Indianola City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that
the amendments indicated on the attached pages to the City of Indianola Purchasing Policy are
hereby adopted.

Passed and approved this 6th day of January 2025.

Mayor

ATTEST:

Jackie Raffety, City Clerk

Purchasing Policy

I. Purpose

The Purchasing Policy supports the need to procure goods and services for the City of Indianola in a manner consistent with State Code. This policy establishes the procedures to purchase goods and services in a fair and impartial manner, at the lowest possible cost with the quality needed for effective use, and in a manner that minimizes disruptions in operations resulting from the lack of material, equipment or supplies. The Purchasing Policy provides a uniform procedure for the purchase of materials, equipment and services under appropriate budgetary and fiscal control over all municipal expenditures.

II. Policy

a. General Policy

- i. The City's purchasing system is decentralized with certain exceptions at the discretion of the City Manager.
- ii. No purchase made by an employee shall bind the City to receive and/or pay for the goods or services procured unless authorized by the methods described herein.
- iii. Purchases made without following the City's policies and procedures may result in the return of documents, nonpayment of vendor invoices, cancellation of purchase orders or purchasing privileges, or other sanctions as determined necessary after consultation with the department head or City Manager.
- iv. Transactions shall not be split into smaller parts to circumvent the dollar limitations and requirements of this policy.
- v. As required under Code of Iowa Section 573.2 a performance bond shall be required on any public improvement equal to or greater than \$25,000, unless waived under provisions of Code of Iowa Section 12.44.
- vi. The plans and specifications for the project shall not include architect-engineer services that can be performed by the City's consultant engineer or architect. Unless otherwise authorized by the City Council, engineering or architectural consultants are expressly prohibited from accepting any form of employment, consultancy, or engagement with the construction contractor involved in the same project for which they are hired by the City.

III. Definitions

- a. "Emergency conditions" means situations in which the health, welfare, and/or safety of employees or the public are endangered. This includes those instances when immediate repair to city property, equipment, or vehicles is necessary under the circumstances mentioned above.
- b. "Professional services" are services within the scope of the practice of architecture, consulting, engineering, professional land surveying, legal counsel, financial advisers, banks, or other service type industry.

- c. “Request for proposal (RFP)” is a process used to acquire supplies and services that involves the review of written proposals and the use of negotiations with the most qualified bidder(s). This process may also include the use of a request for qualifications (RFQ) as a preliminary step to the RFP process in an attempt to gather information and prequalify prospective bidders.
- d. “Request for qualification (RFQ)” is a process used to identify qualified providers of specified services to be used in the RFP process.

IV. Purchasing Procedures

a. Informal Quotations

- i. The purchaser may seek up to three quotations, but is not required, of any goods (materials, merchandise, supplies, etc.) or services (activities provided by other people) with a total value between \$1,000 and \$4,999. If quotations are received, they do not need to be in writing but should be documented for reference.
- ii. The purchase of any goods or services with a total value between \$5,000 and \$39,999 shall require written quotations from at least three suppliers.
- iii. Purchases for public improvements (infrastructure projects, construction of street, sidewalk, curb, traffic control, sewer projects, etc.) qualifying under Iowa Code Chapter 26 that are less than ~~\$62,000~~ ~~\$65,000~~ for highway, bridge, or culvert work, less than ~~\$82,000~~ ~~\$81,000~~ for buildings, utilities, sidewalks, trails, etc., or that have been declared “emergency repair work” qualify for informal quotations under this subsection. The contractor must provide a performance and payment bond for a public improvement project of more than \$25,000 in accordance with Iowa Code Chapter 573.

b. Semi-formal Competitive Quotations

- i. The purchase of any goods (materials, merchandise, supplies, etc.) or services (activities provided by other people) with an estimated value of \$40,000 or more shall require competitive quotes based on written specifications with the cooperation of the Finance Director.
- ii. Council approval is required for all semi-formal bids, contracts, and purchases.
- iii. State law requires that purchases for public improvements qualifying under Chapter 26 of the Iowa Code that are between ~~\$65,000~~ ~~\$82,000~~ and ~~\$206,000~~ ~~\$196,000~~ for vertical infrastructure and are not within one of the specified exceptions provided in Iowa Code section 26.1 qualify for semi-formal competitive quotations. The contractor must provide a performance and payment bond.

c. Formal Competitive Bidding

- i. Purchases for public improvements qualifying under Iowa Code Chapter 26.3 in excess of ~~\$206,000~~ ~~\$196,000~~ for vertical infrastructure or ~~\$62,000~~ ~~\$65,000~~ for horizontal infrastructure must use formal bidding as

defined by Iowa Code Chapter 26 unless the improvements are “emergency repair work.”

ii. Formal bids are taken in the following manner:

1. Detailed written plans and specifications along with a detailed cost estimate are prepared for the project and placed on file with the City Clerk.
2. Notice to Bidders shall be posted in three separate places (as detailed below) no less than 13 and no more than 45 days before the bid filing deadline. The notice must be posted in the following places:
 - a. A relevant contractor plan room service with statewide circulation.
 - b. A relevant construction lead generating service with statewide circulation.
 - c. An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.
3. Notice to bidders shall include:
 - a. Time and place for filing sealed proposals.
 - b. Time and place sealed proposals will be opened and considered on behalf of the governing body.
 - c. The general nature of the public improvements on which bids are being requested.
 - d. In general terms, when the work must be commenced and when it must be completed.
 - e. Bid security and bid bond requirements.
4. Notice of public hearing on plans, specifications, form of contract, and cost estimate must be published by the City Clerk not less than four days and not more than twenty days before the public hearing.
5. A formal opening and announcement of sealed bids on published date by City Clerk; review, consideration, and recommendation of bid award by staff for Council review.
6. A public hearing on plans, specifications, form of contract and cost estimate before Council on the published date.
7. Council passes or rejects resolutions to adopt plans, specifications, form of contract, and estimate of cost, to award construction contract, and to approve construction contract and bond with the lowest responsive, responsible bidder who has met all bid security and bid bond requirements following the public hearing.

iii. Exceptions to Competitive Bidding

1. Professional Services. Contracting for professional services or ongoing technical services may be done on a negotiated basis.

Architectural, landscape architectural, or engineering design services procured for a public improvement are also excluded.

2. Other governmental agency bidding: Bids solicited by the United States of America or any agency thereof, the State of Iowa, Warren County, or another governmental unit may be used as a replacement to the bidding requirements unless bidding is required by the Code of Iowa, City Council, or City Manager. The availability of a bid from another government agency does not preclude the City from seeking and obtaining bids in a manner provided through this policy.
3. Grants: All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. Contractor bids must be evaluated on the ability to meet the State or Federal requirements.
4. Conflicts of interest: Purchase transactions for goods and services with a City employee, employee's spouse, or employee's business are limited to \$1,500 per fiscal year per employee in total, per state law. Any transactions with an employee that will exceed this limit are required to go through formal bidding procedures. Any project that is formally bid is also an exception to a conflict of interest with that employee or officer of the City.
5. Emergency Repair Work: A non-public improvement project under \$25,000 may be declared an emergency and approved by the City Manager. Emergency public improvement projects over \$25,000 shall be declared by resolution of the City Council and a certificate from an external, registered, professional engineer verifying that the emergency repairs are necessary.
6. Urban renewal demolition or low-rent housing projects.
7. Repair or maintenance work performed by city employees.
8. Annual contracts with multiple contractors for structure demolition projects for projects each having an estimated cost of \$100,000 or less.
9. Sole Source Vendor. A sole source vendor is when one vendor is shown as a sole supplier of the good or service. Departments wishing to use a sole source vendor for certain equipment or projects must gain approval from the City Manager or Director of Finance.
10. Joint Cooperative Groups. Bids from Joint Cooperative Bidding Groups will be considered the same as the exception for Other Governmental Agency Bidding, if a majority of the group members are local government agencies.

d. Contract Administration

- i. Oversight of bidding: The City Clerk or their designee will advertise, bid, and oversee the receipt, opening and announcing of all formal bids.

- ii. Execution of Contracts: Formal bid contracts shall be executed by the Mayor and attested to by the City Clerk. All other contracts may be executed by the City Manager as permitted by state law.
- iii. Change Orders: The City Manager will administer all contracts on the authority of the City Council and will approve all change orders for contracts. Change orders on contracts that were bid using formal bidding procedures must have Council Approval.
- iv. Contract Payments: Contractual payments on formally bid contracts must be approved, individually, by City Council action. Other contractual payments must be approved by the City Manager and listed on the formal claims list presented to Council.
- v. Retainage: Retainage shall be withheld on contracts for public improvements as provided for by State law or on other contracts as deemed appropriate or necessary. Retainage on a contract may not exceed 5% of the cost of the public improvement. An application by a contractor for early release of a retainage requires City Council consideration and approval.
- vi. Completion of Contract: The following items need to have Council approval: (1) final acceptance of project; (2) final contractor payment; and (3) release of retainage authorization (unless application was previously made for early release of retainage).

V. Purchasing Methods

- a. Petty Cash may be used to make purchases under \$100. A receipt must be submitted to the Finance Clerk for all petty cash purchases.
- b. Exceptions to the above purchasing method policies, including the necessity for a purchase order for all purchases over \$500, are as follows:
 - i. Annual dues renewals
 - ii. Subscription renewals
 - iii. Recording fees
 - iv. Budgeted rents and leases
 - v. Maintenance agreement and service contract renewals
 - vi. Travel and training
 - vii. Contracts and purchases approved by the City Council

VI. Violations to this policy may result in the return of documents, nonpayment of vendor invoices, cancellation of purchase orders or purchasing privileges, or other sanctions, up to and including termination of employment, as determined necessary after consultation with the department head or City Manager.

VII. Ethical Responsibilities

- a. All city employees shall establish and maintain ethical relationships with all vendors or suppliers of city goods or services. City employees must also consider the appearance of fairness and propriety in their relationships with city vendors or suppliers. The following are examples of unacceptable city employee relations with vendors or suppliers. The list is not intended to be all-inclusive.

- i. Seeking or accepting directly from any persons, partnerships, corporations, or other business entities or representatives which are doing or seeking to do business with the City of Indianola services, cash or loans, vacations or pleasure trips, or any gifts exceeding the value of \$3.00.
 - ii. Knowingly over- or under-estimating the requirements of this policy and/or bids or failing to disclose the existing requirements in order to avoid doing business with a particular vendor or supplier.
 - iii. Misrepresenting competitors' prices, quality, or services in order to obtain concessions from vendors or suppliers.
 - iv. Having personal investments in any business entity that will create a substantial conflict between private interests and public duties when the City of Indianola employee is involved in making a particular purchasing decision.
 - b. Inexpensive advertising items bearing the name of a vendor (i.e., pens, pencils, paper weights, cups, caps, candy, calendars, etc.) are not considered articles of value or gifts in relation to this policy.
- VIII. This policy will undergo periodic reviews, at least annually, to stay up to date with State Code.

Appendix A

Bidding Requirements

Under \$1,000 – no quote or bid

	Supplies/Equipment	Services*	
\$1,000 - \$4,999	Up to Three quotations are preferred but is not required	Three quotations are preferred but is not necessary	Informal Quotation
\$5,000 - \$39,999	Three quotations (written)	Three quotations (written)	
Greater than \$40,000	Competitive Quotation Council Approval Required	Competitive Quotation Council Approval Required	Semi-formal Quotation

Public Improvements/Construction** Horizontal Infrastructure (highways, bridges, culverts)	
Less than \$65,000 <u>\$62,000</u>	Three written quotations
Greater than <u>\$62,000</u> \$65,000	Competitive Bidding

Public Improvements/Construction** Vertical Infrastructure (buildings, utilities, sidewalks, trails, etc.)	
Less than \$82,000 <u>\$81,000</u>	Informal Quotation Three written quotations
Between <u>\$82,000 and \$206,000</u> \$81,000 and \$196,000	Competitive Quotation Semi-Formal (Council Consent)
Greater than <u>\$206,000</u> \$196,000	Competitive Bidding

* Contracts for professional or technical services may be done on a negotiated basis rather than on a competitive basis.

** Public Improvements greater than \$25,000 require City Council consent and performance bonds.

Adopted: December 14, 2015; Amended May 21, 2018, Amended October 7, 201; Amended September 18, 2023. Amended May 6, 2024; amended January 6, 2025.



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: January 6, 2025
Subject: Resolution approving Amendment No. 1 to the Engineering Services Agreement for Indianola Industrial Park 3 with Snyder and Associates, Inc.

Introduction:

The purpose of this memorandum is to request City Council approval for an amendment to the engineering contract with Snyder & Associates for the Industrial Park – Plat 3 public improvement project. This amendment addresses the additional engineering services required to finalize the project due to utility relocations along Hillcrest Avenue.

Background:

On August 15, 2022, the City Council approved a contract with Snyder & Associates (Resolution No. 2022-163) to provide engineering services for the Industrial Park – Plat 3 project. As part of this project, public improvements included street construction on North 17th Street, located south of Hillcrest Avenue. The scope of work also included drainage infrastructure along Hillcrest Avenue, between North 14th Street and North 17th Street.

While the construction of the public improvements is substantially complete and the newly constructed street is open to traffic, regrading the ditch on the south side of Hillcrest Avenue, between North 14th Street and North 17th Street, remains outstanding. This work was delayed due to necessary utility relocations by IMU Fiber and MidAmerican Energy, which impacted the project's timeline and scope.

Discussion:

The proposed amendment covers the additional engineering services required to complete the ditch regrading. These services include updated design coordination, construction oversight, and related activities to ensure compliance with project specifications and standards. The cost for these additional services is \$3,414.50.

The requested amendment is essential to ensure proper drainage functionality and to finalize this significant public improvement project. Snyder & Associates has demonstrated a strong commitment to delivering high-quality work throughout this project, and their expertise remains critical for this final phase.

Budget Impact:

This expenditure of \$3,414.50, from Account# 354-7500-64070, is a prudent investment to ensure the successful completion of the project and to address the necessary adjustments caused by the utility relocations.

Recommendation:

Staff respectfully recommends that the City Council approve the amendment to the engineering contract with Snyder & Associates in the amount of \$3,414.50. This approval will enable the successful completion of the Industrial Park – Plat 3 public improvement project, ensuring that the City meets its obligations and maintains the quality of its infrastructure.

- Attachments:**
1. Resolution Amend 1 Snyder Industrial Park Plat 3
 2. SuppAgmt_Amend1_2024-12-18_IndustrialPark3

City of Indianola
RESOLUTION NO. 2025-

**A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO THE ENGINEERING
CONTRACT WITH SNYDER & ASSOCIATES FOR INDUSTRIAL PARK – PLAT 3**

WHEREAS, the City Council approved a contract with Snyder & Associates for engineering services for the Industrial Park – Plat 3 public improvement project on August 15, 2022, by Resolution No. 2022-163; and

WHEREAS, utility relocations have required regrading of the ditch along the south side of Hillcrest Avenue between North 14th Street and North 17th Street; and

WHEREAS, the regrading work requires additional engineering services, resulting in an amendment to the original contract in the amount of \$3,414.50.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Indianola, Iowa, that Amendment No. 1 to the engineering contract with Snyder & Associates for an additional amount of \$3,414.50 is hereby approved.

PASSED AND APPROVED this 6th day of January 2025.

Mayor

ATTEST:

Jackie Raffety, City Clerk

Project No.: 122.1184.01

Amendment No. 1
to
Three-Party Engineering Services Agreement for Indianola Industrial Park 3
PROFESSIONAL Services Agreement

Snyder & Associates, Inc. (Service Provider) agrees to provide to City of Indianola (City) the additional PROFESSIONAL services described below for the Project identified. The PROFESSIONAL services shall be performed in accordance with and shall be subject to the terms and conditions between City, Indianola Industrial Park LLC, and Service Provider on the 15th day of August, 2022.

PROJECT NAME:

Indianola Industrial Park Plat 3

PROJECT DESCRIPTION:

Platting and design of infrastructure improvements for the development of 40 Acre development known as Indianola Industrial Park Plat 3 near Hillcrest avenue and 17th Street in Indianola, Iowa.

SCOPE OF WORK:

Snyder & Associates, Inc. proposes to provide construction phase services for required revisions of the above-referenced project. Expenses have been included for all equipment and materials for the purpose of providing work outlined in Exhibit 'A'.

SCHEDULE:

Snyder & Associates, Inc. continued work under verbal authorization to complete the project.

COMPENSATION:

Snyder & Associates, Inc. will provide the above services at the standard hourly rate found in Exhibit B, not to exceed \$3,414.50

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

CITY OF INDIANOLA

By: _____

(Authorized signature)

(Title)

Date: _____

SNYDER & ASSOCIATES, INC.

By: _____



Digitally signed by David N.
Moeller, P.E.
Date: 2024.12.18 11:38:32-06'00'

(Authorized signature)

President

(Title)

Date: _____

INDIANOLA INDUSTRIAL PARK, LLC.

By: _____

(Authorized signature)

(Title)

Date: _____

EXHIBIT ‘A’
INDIANOLA INDUSTRIAL PARK 3 DEVELOPMENT
FOR
CITY OF INDIANOLA, IOWA

SCOPE OF WORK
December 20, 2024

I. REVISED GRADING PLAN

Work was suspended on a portion of the project in the Northwest corner of the site mostly within existing right of way awaiting the relocation of an IMU fiber optic cable in the right of way. After the IMU cable was moved, but before the contractor mobilized to finish the grading, Mid-American Energy installed a natural gas main in the project area. Upon investigation, the gas main was found to have significantly disturbed the ground, hampering drainage and causing standing water, furthermore the pipe had been installed too shallow to accommodate the original grading plan.

Snyder & Associates, Inc will perform additional work to correct the area including:

- topographic survey, exposing existing gas main and other utilities,
- Prepare an alternate design to avoid utility conflicts, preserve drainage patterns and roadway recoverable slopes.
- Prepare a supplemental contract between the City and Sandstone for the additional work and
- Provide construction phase services to observe and coordinate work efforts and the continuation of the SWPPP to complete the project in Spring of 2025.

EXHIBIT 'B'

**SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$220.00 /hour
Principal I	\$209.00 /hour
Senior	\$190.00 /hour
VIII	\$174.00 /hour
VII	\$165.00 /hour
VI	\$157.00 /hour
V	\$146.00 /hour
IV	\$136.00 /hour
III	\$124.00 /hour
II	\$112.00 /hour
I	\$99.00 /hour
Technical	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$133.00 /hour
Senior	\$127.00 /hour
VIII	\$118.00 /hour
VII	\$109.00 /hour
VI	\$98.00 /hour
V	\$88.00 /hour
IV	\$80.00 /hour
III	\$72.00 /hour
II	\$66.00 /hour
I	\$58.00 /hour
Administrative	
II	\$68.00 /hour
I	\$56.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Approval of the submission of the third quarter 2024 utility write-offs to the State Setoff Program for collection.

Introduction: Council is asked to authorize the past due sewer, recycling, and storm water fees to be sent to the State Setoff Program for collection.

Background: The State Setoff Program withholds tax refunds and gambling/ lottery winnings from those individuals who have had delinquent bills submitted by the City. The City will be able to collect payment before any remaining funds, if any, are released to the individual.

Discussion: IMU has provided the attached report of third quarter 2024 write-offs, as well as a comparison report from the past five years of write-offs.

Budget Impact: Past due balances of \$7,858.48 on 80 accounts will be submitted for collection.

Recommendation: Simple motion to approve submitting the write-offs to the State Setoff Program is in order.

Attachments:

1. Q3 City Write Offs 2024
2. Master City Write Off Sheet

CITY OF INDIANOLA 2024 Q3 Write Offs

Sewer Billed	\$1,231,664.82	
Sewer Sent to State Offsets	\$6,385.80	0.52%
Recycling Billed	\$112,041.98	
Recycling Sent to State Offsets	\$1,054.37	0.94%
Stormwater Billed	\$167,747.69	
Stormwater Sent to State Offsets	\$418.31	0.25%

Total # of accounts wrote off - 80

Service	Total Dollar Amount
Sewer	\$ 6,385.80
Recycling	\$1,054.37
Stormwater	\$418.31
Grand Total	\$ 7,858.48

Write Offs 2020-2025								
	Sewer	Stormwater	Recycling	Total			Billed	
2020 Q1	\$ -	\$ -	\$ -	\$ -				2020 Q1
2020 Q2	\$ -	\$ -	\$ -	\$ -				2020 Q2
2020 Q3	\$ -	\$ -	\$ -	\$ -				2020 Q3
2020 Q4	\$ 14,236.68	\$ 470.28	\$ 3,411.00	\$ 18,117.96		2020 Year Total	\$4,898,638.47	2020 Q4
Total	14236.68	470.28	\$ 3,411.00		\$ 18,117.96		\$4,898,638.47	Total
2021 Q1	\$ 3,429.93	\$ 95.83	\$ 470.33	\$ 3,996.09			\$ 1,089,006.46	2021 Q1
2021 Q2	\$ 5,909.19	\$ 146.78	\$ 822.01	\$ 6,877.98			\$ 1,213,429.15	2021 Q2
2021 Q3	\$ 5,480.92	\$ 187.31	\$ 1,132.03	\$ 6,800.26			\$ 1,329,332.83	2021 Q3
2021 Q4	\$ 3,117.59	\$ 550.15	\$ 244.49	\$ 3,912.23		2021 Year Total	\$ 1,327,615.39	2021 Q4
Total	\$ 17,937.63	\$ 980.07	\$ 2,668.86		\$ 21,586.56		\$4,959,383.83	Total
2022 Q1	\$ 5,941.44	\$ 770.75	\$ 449.72	\$ 7,161.91			\$ 1,214,093.37	2022 Q1
2022 Q2	\$ 3,103.03	\$ 585.00	\$ 378.00	\$ 4,066.03			\$ 1,202,955.45	2022 Q2
2022 Q3	\$ 3,184.07	\$ 255.00	\$ 571.34	\$ 4,010.41			\$ 1,330,167.83	2022 Q3
2022 Q4	\$ 2,120.79	\$ 144.00	\$ 457.00	\$ 2,721.79		2022 Year Total	\$ 1,272,050.26	2022 Q4
Total	\$ 14,349.33	\$ 1,754.75	\$ 1,856.06		\$ 17,960.14		\$5,019,266.91	Total
2023 Q1	\$ 3,289.84	\$ 316.18	\$ 430.17	\$ 4,036.19			\$ 1,250,955.26	2023 Q1
2023 Q2	\$ 5,981.65	\$ 600.47	\$ 385.46	\$ 6,967.58			\$ 1,224,953.58	2023 Q2
2023 Q3	\$ 6,992.68	\$ 809.58	\$ 374.46	\$ 8,176.72			\$ 1,579,680.90	2023 Q3
2023 Q4	\$ 3,626.99	\$ 721.40	\$ 354.25	\$ 4,702.64		2023 Year Total	\$ 1,605,683.08	2023 Q4
Total	\$ 19,891.16	\$ 2,447.63	\$ 1,544.34		\$ 23,883.13		\$5,661,272.82	Total
2024 Q1	\$ 1,887.01	\$ 485.07	\$ 342.77	\$ 2,714.85			\$ 1,477,506.54	2024 Q1
2024 Q2	\$ 3,414.15	\$ 848.83	\$ 294.26	\$ 4,557.24			\$ 1,471,621.58	2024 Q2
2024 Q3	\$ 6,385.80	\$ 418.31	\$ 1,054.37	\$ 7,858.48			\$ 1,511,454.49	2024 Q3
2024 Q4				\$ -		2024 Year Total		2024 Q4
Total	\$ 11,686.96	\$ 1,752.21	\$ 1,691.40		\$ 15,130.57		\$4,460,582.61	Total
2025 Q1				\$ -				2025 Q1
2025 Q2				\$ -				2025 Q2
2025 Q3				\$ -				2025 Q3
2025 Q4				\$ -		2025 Year Total		2025 Q4
Total	\$ -	\$ -	\$ -		\$ -		\$0.00	Total

0.37%

0.44%

0.36%

0.42%

0.34%

#DIV/0!

2020-2025	Sewer	Stormwater	Recycling	Total	Billed
Totals	\$ 78,101.76	\$ 7,404.94	\$ 11,171.66	\$ 96,678.36	\$24,999,144.64
Averages	\$ 15,620.35	\$ 1,480.99	\$ 2,234.33	\$ 19,335.67	\$4,999,828.93



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
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 prior and final Urban Revitalization Designations.

Address	Titleholder or Contract Buyer	Estimated or Actual Cost of Improvements	Property Use and Improvement Type	Prior or Final Approval
805 W Orchard Ave	Wagner, Phillip Walter/ Linda Rose	\$59,000	Residential rehab/addition	Final
1508 E Girard Ave	Sage Homes	\$297,913	Residential new construction	Final
1103 South O St	Sage Homes	\$612,350	Residential new construction	Final
606 E Norwood Ave	Shaffer, Douglas L/ Lisa M	\$30,000	Residential general improvements	Final
1208 South R St	Journey Mortgage LLC	\$550,000	Residential new construction	Prior
1700 E Girard Ave	Tanzanite Homes Co Inc	\$344,000	Residential new construction	Prior
2308 N 8th St	Aceto, Adam D/Onisia	\$537,500	Residential new construction	Final
1007 E Girard Ave	Schuster, Sarah	\$105,247	Residential rehab/addition	Final

Budget Impact:

Recommendation: All applications are in order for prior approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Finance Director
Date: January 6, 2025
Subject: Consideration of the approval of a Home Base Iowa Initiative Application from Clifford Long and authorization of a handwritten warrant in the amount of \$1,500.

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: Clifford Long purchased their home on April 29, 2024 and the application was received November 2024.

Budget Impact: This will be the fifth application which has been 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: January 6, 2025
Subject: Consideration of the approval of a Home Base Iowa Initiative Application from David DeGard and authorization of a handwritten warrant in the amount of \$1,500.

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.
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4. Complete the certification form (City application) and have it signed by the Warren County Auditor and Veteran's Affairs.
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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: David DeGard purchased their home September 2024 and the application was received December 2024.

Budget Impact: This will be the sixth application which has been approved for this fiscal year.

Recommendation: All paperwork is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: January 6, 2025
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2025- approving salaries

City of Indianola
RESOLUTION NO 2025-

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:

Erik Elwell, Full-time Public Works Operations Specialist 1, longevity increase to \$250/year, \$68,133.67/year, effective December 15, 2024; and

Timothy Myers, Full-time WRRD Operator IV to R25+2, \$77,645.23/year, effective December 15, 2024; and

Tiegan Wood Full-time WRRD Operator to Operator II, R22+2, \$67,342.68/year, effective December 15, 2024; and

Garry Cunningham, Full-time WRRD Operations II, R22+1, longevity increase to \$400/year, \$64,520.34/year, effective December 29, 2024; and

Wade Wagoner, additional duties as interim City Manager, 5% increase to be removed upon a new city manager starting, to \$157,781.16/year, effective December 29, 2024; and

Hayden Werling, adding a secondary position at IWC, Part-time Non-benefitted Lifeguard, \$11.00/hour, effective December 29, 2024.

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 6th day of January 2025.

Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Courtney Silliman, Human Resources and Risk Management Director
Date: January 6, 2025
Subject: Affirm recommendations regarding City Manager recruitment.

Recommendation: A memorandum from MGT and proposed recruitment schedule are included in the packet. Council is asked to affirm the recommendations from MGT.

Attachments:

1. Indianola Memo
2. City of Indianola - City Manager Recruitment Schedule 2025



MEMORANDUM

Date: January 2, 2025

To: Mayor and Council

From: Charlene Stevens, Vice President, MGT
Ellen Hiniker, MGT Approved Independent Recruiter

Re: City Manager Recruitment

Thank you for the opportunity to work with the City of Indianola again. We are looking forward to it. As we begin the City Manager recruitment, you will find a proposed recruitment schedule attached to this memo. Please review and confirm the schedule that we have proposed.

Secondly, as we prepare recruitment materials, I wanted to review the proposed salary for the City Manager recruitment with you. Our firm recently assisted the City of Urbandale in its recruitment of a City Manager and during that process were able to review data provided by the City of Urbandale with regard to peer communities. Of the twelve communities (Norwalk, Indianola, Grimes, Clive, Altoona, Johnston, Waukee, Bettendorf, Marion, Dubuque, West Des Moines, Ankeny), the median base salary was \$215,647 based on 2023-2024 data.

With that in mind, our recommendation is to advertise the Indianola City Manager position as \$200,000 to \$230,000 +/- DOQ/E. We feel that range will be competitive with the current marketplace and still give flexibility in hiring.



City of Indianola, IA

City Manager Recruitment

Schedule

December 30th	Kick-Off Meeting
Week of January 6th	Interviews with Stakeholders. Consultants draft profile and provide position advertisement text to the City for approval.
Week of January 13th	City approves advertising materials and recruitment begins.
February 14th	Deadline for resumes
February 17-March 7	Consultant reviews resumes, interviews candidates, conducts background reviews, due diligence, etc. Consultant narrows field to 8-10 candidates for further consideration.
Week of March 10th	Consultant submits Recruitment Report to the City (electronically) and meets with Mayor and City Council review candidates. Recruitment Materials received 2 days prior.
Week of March 24 th	City conducts first interviews. (4-6 candidates Virtually)
Week of March 31st	Finalist Interviews
April/May	Candidate commences employment.



MEMORANDUM

To: Mayor and City Council
From:
Date: January 6, 2025
Subject: The Village Urban Renewal Plan

Recommendation:

Attachments:

1. Res 2025- The Village URP - Authorizing Resolution
2. The Village URP - Ordinance

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

January 6, 2025

6:00 P.M.

The Village Urban Renewal Plan

- Public hearing on the proposed The Village 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 Village Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for The Village 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.

January 6, 2025

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 The Village 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 Village 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 VILLAGE 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 VILLAGE 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 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 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, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "The Village 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 December 2, 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 "The Village 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 "The Village 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 "The Village Urban Renewal Plan for The Village 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 6th day of January, 2025.

Mayor

ATTEST:

City Clerk

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

THE PLAN

EXHIBIT 1

**THE VILLAGE
URBAN RENEWAL PLAN**

for

**THE VILLAGE
URBAN RENEWAL AREA**

CITY OF INDIANOLA, IOWA

January 2025

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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**



STATE OF IOWA)
) SS
COUNTY OF WARREN)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2025.

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE VILLAGE 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 VILLAGE URBAN RENEWAL AREA (**THE VILLAGE 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 6th day of January, 2025, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as The Village Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area 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).

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 _____, 2025.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2025

Read Second Time: _____, 2025

Read Third Time: _____, 2025

PASSED AND APPROVED: _____, 2025.

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 _____, 2025, signed by the Mayor on _____, 2025, and published in the Indianola Record Herald on _____, 2025.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From:
Date: January 6, 2025
Subject: Public hearing on the proposed The Village Urban Renewal Plan.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: January 6, 2025

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 Village Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: January 6, 2025

Subject: First consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for The Village Urban Renewal Plan.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: January 6, 2025
Subject: Wesley Retirement Services Development Agreement

Recommendation:

Attachments:

1. Res 2025- Wesley Retirement Services, Inc. DA - Authorizing Resolution
2. Wesley Retirement Services Inc DA - Execution Version 12.10.24

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

January 6, 2025

6:00 P.M.

The Village Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Wesley Retirement Services, Inc.

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.

January 6, 2025

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 Wesley Retirement Services, Inc., 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 WESLEY RETIREMENT SERVICES, INC.", 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 _____, 2025, 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 WESLEY
RETIREMENT SERVICES, INC.

WHEREAS, on January 6, 2025, 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 Village Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for The Village Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan will be placed 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 Wesley Retirement Services, Inc. (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) including approximately 56 new Housing Units and certain Public Improvements to serve the Housing Units, including streets, sanitary sewer, storm sewer, and water infrastructure, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), all as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make up to ten (10) annual payments of Economic Development Grants to Developer, using Tax Increment annually generated by the construction of the new Housing Units and collected pursuant to Iowa Code Section 403.19, with each Grant equal to 100% of the Tax Increment remaining after 31.10% of the annual Tax Increment has been set aside by the City to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22; and

WHEREAS, the Agreement proposes that the maximum aggregate amount of the Economic Development Grants that may be paid to the Developer under the Agreement would not exceed the lesser of: (i) the amount of available Tax Increments under the terms set forth in the Agreement; (ii) \$3,400,000; or (iii) the amount of the Qualified Costs and Expenses submitted to and approved by the City as a part of Developer's completion of the Public Improvements, as set forth in the terms of the Agreement; 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 6th day of January, 2025.

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 _____, 2025.

City Clerk, City of Indianola, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY INDIANOLA, IOWA

AND

WESLEY RETIREMENT SERVICES, INC.

December 10, 2025

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the _____, 2025 (“Effective Date”), by and between the CITY OF INDIANOLA, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”), and WESLEY RETIREMENT SERVICES, INC., an Iowa corporation doing business at 5508 NW 88th Street, Johnston, Iowa (the “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in a residential area in the City and, in this connection, adopted The Village Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as The Village Urban Renewal Area (the “Urban Renewal Area”); 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 owns or will 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 (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area;

WHEREAS, to facilitate the Project, the City intends to grant the incentives provided under 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 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.

City means the City of Indianola, Iowa, or any successor to its functions.

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 executed by both parties.

County means the County of Warren, Iowa.

Developer means Wesley Retirement Services, Inc. and its permitted successors and assigns.

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

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

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender, financial institution, or other entity, to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or Public Improvements, or all such Mortgages as appropriate.

Housing Unit means each new living unit constructed on the Development Property as part of the Project.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Low or Moderate Income Families or LMI Families means those families, including single person households, earning no more than eighty percent (80%) of the higher of the median family income of Warren County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means the construction of Housing Units and Public Improvements on the Development Property as more particularly described in Exhibit B to this Agreement.

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

Ordinance means the Ordinance 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 Village Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

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

Public Improvements means the construction of an extension of Angela Drive headed east with a cul-de-sac and all related underground infrastructure, such as sanitary sewer, storm sewer, and water infrastructure, to be completed by Developer on the Development Property to allow for the development of the Housing Units under this Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

Qualified Costs and Expenses means the costs and expenses incurred by Developer necessary to construct the Public Improvements, whether incurred prior to or after the date of this Agreement, including interest during construction and for not more than six months thereafter, costs for acquisition of right of way, easements, landscaping, grading, drainage, paving, underground utility connections for private property located in the streets, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization, and legal expenses related to those improvements. To be Qualified Costs and Expenses, they must be incurred by the Developer with respect to those Public Improvements that are dedicated to and accepted by the City.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Housing Units and Development Property divided and made available to the City for deposit in the Wesley Retirement Services, Inc. TIF Account of The Village Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date this Agreement terminates, as established in Section 11.9 of this Agreement.

The Village 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.

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, pandemics or epidemics arising after the Commencement Date, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the area known as The Village Urban Renewal Area.

Urban Renewal Plan means The Village Urban Renewal Plan, as may be amended, approved in respect of The Village Urban Renewal Area, described in the preambles hereof.

Wesley Retirement Services, Inc. TIF Account means a separate account within The Village Urban Renewal Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Housing Units and Development Property.

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 political subdivision 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.

d. The City agrees to process all requests related to the Project for permits and approvals under City Code (such as rezoning requests) consistent with the City's customary procedures, practices, and review timelines for such requests.

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

a. The Developer is an Iowa corporation duly organized and validly existing under the laws of 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 the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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 the Developer or of any contractual restriction, evidence of

indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. The Developer has negotiated a term sheet 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 and the performance and maintenance bonds required under Section 3.4 hereof. Developer will secure a final term sheet with updated terms and conditions for financing at least forty five (45) days prior to commencing construction, but not later than December 31, 2025.

i. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Public Improvements shall be complete on or before December 31, 2027, and construction of fifty-six (56) Housing Units shall be complete on or before June 30, 2028.

k. The Developer anticipates that the construction costs for the Public Improvements will be at least \$3,400,000.

1. The Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to the Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

Section 3.2. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Public Improvements and Housing Units, respectively, to be undertaken and completed by the dates set forth in Section 2.2(j) or 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.

b. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof. The City agrees to use reasonable efforts not to interfere with the construction schedule or the construction being performed on the Development Property and adhere to Developer's (or its contractor's) rules and regulations for the construction site.

c. Upon notice from the Developer of completion of the Public Improvements, the City shall inspect the Public Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If the City finds that the Public Improvements have been duly completed in compliance with this Agreement and all federal, State, and City laws, regulations, ordinances, policies, and procedures; and the City is in receipt of copies of the maintenance bonds required by Section 3.4; the Developer shall dedicate to the City and the City shall accept dedication of the Public Improvements.

Section 3.3. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Public Improvements dedicated to and accepted by the City ("Certification"), and that such amounts are true and correct. The Developer shall submit the Certification after all the Public Improvements have been completed, dedicated to and accepted by the City. See Exhibit D for the form of certification. Along with the Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements. The City's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.4. Completion of Public Improvements; Bonding Requirements.

a. Upon completion of the Public Improvements, Developer shall dedicate the Public 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 Public Improvements, the City shall inspect the Public Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If (i) the City finds that the Public 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 3.4(b), then the City shall accept dedication of the Public 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 Public 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 Public 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 Public 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 Public Improvements.

c. Developer recognizes and agrees that upon the City's acceptance of the Public Improvements, the Public 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 Public Improvements.

ARTICLE IV. TAXES AND PAYMENTS

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 acquired and owned by them and pursuant to the provisions of this Agreement. 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.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property 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 new or increased tax exemption, deferral, or abatement authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

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 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 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, 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 (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.

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 Public Improvements after they have been dedicated to, and accepted by, the City, consistent with the terms of Section 3.4.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), 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; provided, however, that Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are dedicated to and accepted by the City as public right-of-way associated with the Public Improvements.

Section 6.2. Maintenance of Records. The 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 the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

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

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

Section 6.6. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Warren County is 31.10%. The City will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interests in the Development Property or this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no new portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to 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. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. 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, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

a. Developer's Responsibility to Request Payment; Schedule of Grants. It is the responsibility of the Developer to submit a written request to the City, using the form attached as Exhibit E, by September 1 of the year in which the Developer requests that the City first submit a TIF debt certification to the County Auditor for the Urban Renewal Area. If Developer fails to submit this written request by September 1, 2028, then this Agreement shall automatically terminate with no further action required by the City.

Provided the Developer timely submits the written request, as provided above, and the conditions precedent set forth in Section 8.1(e) are satisfied, the City shall submit a TIF debt certification (by December 1 of the year in which the Developer's written request was received) to the County Auditor requesting available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and a portion of which shall thereafter be disbursed to the Developer on June 1 of that fiscal year and on each subsequent June 1 (subject to all terms and conditions set forth in this Article VIII and the Developer's continued compliance with the terms of this Agreement at the time of each payment), until the earliest of: (i) ten (10) Economic Development Grants have been paid to Developer, (ii) the maximum aggregate amount of Economic Development Grants, as described in Section 8.1(c), has been paid to Developer; (iii) the City's ability to collect Tax Increment from the Development Property terminates; or (iv) this Agreement has been terminated pursuant to its terms. The parties acknowledge and agree that the City's ability to collect Tax Increment for up to ten (10) years is subject to, among other things, statutory limitations on the City's ability to collect increment as set forth in Section 403.19, and the courts' interpretation thereof.

As an example, if the Minimum Improvements are fully constructed by June 1, 2026 and are fully assessed as of January 1, 2027, and if Developer submits the written request for the first TIF debt certification by September 1, 2027, provided the Developer is in compliance with the terms of this Agreement at the time, then the City would submit a TIF debt certification to the County Auditor by December 1, 2027, requesting available Tax Increments resulting from the January 1, 2027 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, 2029 (funded using Tax Increment collected during Fiscal Year 2028-2029).

b. Calculation of Economic Development Grants. The City anticipates using 31.10% of the Tax Increments available under Iowa Code Section 403.19 from property tax revenues paid on the Minimum Improvements and Development Property in each year in which an Economic Development Grant is made to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22, as further described in Section 6.6. Following the City's setting aside of Tax Increment for LMI housing assistance, each annual Economic Development Grant shall be equal in amount to 100% of the remaining Tax Increments available under Iowa Code Section 403.19 from property tax revenues paid on the Housing Units and Development Property and deposited into the Wesley Retirement Services, Inc. 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. For example, if no Housing Units are constructed as LMI-affordable units, the LMI requirements of Chapter 403 require that 31.10% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 68.90% of the originally collected Tax Increments.

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in this Section 8.1; (ii) \$3,400,000; or (iii) 100% of the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.3 and approved by the City as a part of Developer's completion of the Public Improvements. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1(a), even if the aggregate amount is less than \$3,400,000 or the aggregate amount of the Qualified Costs and Expenses.

d. Certification of Public Improvement Costs. The Developer acknowledges that under current law, for non-LMI residential urban renewal projects, Tax Increment can only be used in support of the provision of public improvements related to housing and residential development; therefore, the amount of Tax Increment used for the Project cannot exceed the Qualified Costs and Expenses. The obligation of the City to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification of Qualified Costs and Expenses required under Section 3.3 and the City's approval thereof.

e. Conditions Precedent. Notwithstanding this Section 8.1, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon all of the following:

- i. Developer's dedication of the Public Improvements to the City and the City's acceptance thereof (i.e., Developer's completion of the Public Improvements consistent with this Agreement, including completion by the date set forth in Section 2.2(j) and the provision of the maintenance bonds required by Section 3.4);
- ii. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Public Improvements as set forth in Section 3.3, using Exhibit D;
- iii. Developer's construction of 56 new Housing Units on the Development Property, consistent with the terms of this Agreement; and

- iv. Developer's compliance with the terms of this Agreement at the time of payment.

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 amounts set forth in Section 8.1(c).

f. 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 the Urban Renewal Plan and the negotiation, drafting, adoption, and administration 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 the Developer does not qualify for any Economic Development Grants under the terms of this Agreement, or if this Agreement terminates prior to payment of the first Economic Development Grant, 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

Section 8.2. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement to the extent allowed by law and to apply the incremental taxes collected in respect of the Development Property and the Housing Units and allocated to the Wesley Retirement Services, Inc. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds, does not receive Tax Increment from the County, or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum

Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, 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. Upon such an event, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Wesley Retirement Services, Inc. TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to the terms of this Article, the City shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, including but not limited to recovering the City's costs in establishing the Plan and adopting this Agreement, and the City shall have no obligations to the Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The 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 (but, with respect to the Public Improvements, only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements).

b. Except for any willful misrepresentation or 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 (but, with respect to the Public Improvements, only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public 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. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

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

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. 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;

e. The Developer shall:

i. 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

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. 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.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants; and
- 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 the Developer, as the case may be, under this Agreement.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the 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 XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The 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 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 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 the Developer, is addressed or delivered personally to Wesley Retirement Services, Inc. at 5508 NW 88th Street, Johnston, Iowa 50131; Attn: Craig Flanagan, CFO; and
- 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. 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 the costs of recording.

Section 11.4. 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 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the earlier of: (i) December 31, 2039 or (ii) December 31 of the year in which the final Economic Development Grant is paid, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, 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, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

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

(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 _____, 2025, 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

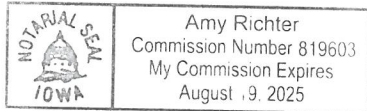
[Signature page to Agreement for Private Development – City of Indianola, Iowa]

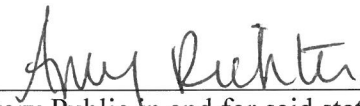
WESLEY RETIREMENT SERVICES, INC.,
an Iowa corporation

By: 
Craig Flanagan, CFO

STATE OF IOWA)
COUNTY OF Polk) SS

This record acknowledged before me on 12/10, 2025 by Craig Flanagan as the CFO
of Wesley Retirement Services, Inc.




Notary Public in and for said state
My commission expires: 8/19/25

[Signature page to Agreement for Private Development – Wesley Retirement Services, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

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

EXHIBIT B MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 56 independent living Housing Units, the Public Improvements, and related site improvements on the Development Property, including the following improvements:

- A new main entrance providing an enhanced sense of arrival, along with expanded parking
- Updated main lobby, new community room, an additional renovated multi-purpose classroom
- An expanded wellness center that will have a larger cardio strength area and a specific space for group fitness classes, salon and massage studio, and enhanced therapy space with integrated practice kitchen
- Expanded dining, including outdoor deck dining, a new bar and grill area and a new commercial kitchen.
- Expansion to the health center building will add 10 private rooms and create individual toilets for 24 other rooms including semi-private. Additionally, an updated kitchen will become the heart of the home for all residents. Two activity lounges will be added and an internal courtyard with convenient access for residents.
- Addition of decks to 25 existing Aspen independent living units and updated corridors including carpet, paint, and furniture in the communal areas.
- The addition of outdoor amenities, such as firepits, garden beds, walking paths, and bocce ball.

The Public Improvements include the extension of Angela Drive headed east with a cul-de-sac, and related public underground infrastructure such as sanitary sewer, storm sewer, water infrastructure, to be completed by Developer on the Development Property to allow for development of the Housing Units under this Agreement and dedicated to the City upon completion by Developer and acceptance by the City.

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Indianola, Iowa (the “City”) and Wesley Retirement Services, Inc. (the “Developer”), did on or about _____, 2025, make, execute, and deliver an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly 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)

(the “Development Property”); and

WHEREAS, the term of this Agreement commenced on the date first set forth above and terminates on the Termination Date, 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

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Execution Version

claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development as of _____, 2025.

[Rest of page intentionally left blank; Signature pages to follow]

CITY OF INDIANOLA, IOWA

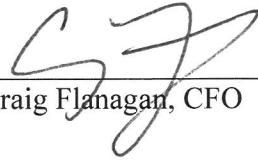
ATTEST:

STATE OF IOWA)
) SS
COUNTY OF WARREN)

Notary Public in and for the State of Iowa

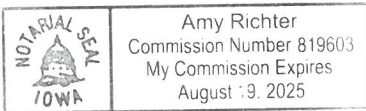
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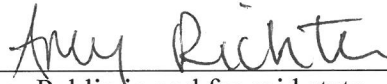
WESLEY RETIREMENT SERVICES,
INC., an Iowa corporation

By: 
Craig Flanagan, CFO

STATE OF IOWA)
COUNTY OF Polk) SS

This record acknowledged before me on December 10, 2025 by Craig Flanagan as
the CFO of Wesley Retirement Services, Inc.




Notary Public in and for said state
My commission expires: 8/19/25

*[Signature page to Memorandum of Agreement for Private Development –
Wesley Retirement Services, Inc.]*

EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF PUBLIC IMPROVEMENTS
DEDICATED TO AND ACCEPTED BY THE CITY

Wesley Retirement Services, Inc. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Public Improvements dedicated to and accepted by the City which were constructed to facilitate the development of Housing Units that are the subject of a Development Agreement entered into as of _____, 2025 between the City of Indianola, Iowa and the Developer (the "Agreement").

Qualified Costs of Those Public Improvements Dedicated to and Accepted by the City							
Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Legal Costs	Drainage, Landscaping, Grading	Cost for acquisition of land within the ROW	Interest during construction and for not more than six months thereafter	Miscellaneous
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Total Cost per category							

If you need additional space please attach another table.

Attach actual receipts and invoices

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.

Wesley Retirement Services, Inc.

By: _____

Its: _____

STATE OF IOWA)
) SS
 COUNTY OF _____)

This record acknowledged before me on _____, 20__ by _____ as the _____ of Wesley Retirement Services, Inc.

 Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER'S REQUEST FOR
CERTIFICATION OF TIF DEBT

Developer must file this Request for Certification of TIF Debt with the City by September 1 of the year in which it requests that the City certify, to the County Auditor, by December 1 of the same year the first request for Tax Increment within The Village Urban Renewal Area to pay Economic Development Grants under this Agreement.

The City's first certification of TIF Debt for The Village Urban Renewal Area will set the base year and start the time for expiration of the ability to collect Tax Increment from the Development Property. If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the City certify its request for Tax Increment to pay Economic Development Grants under this Agreement to the County by December 1, 20_____.

Signed this _____ day of _____, 20_____.

WESLEY RETIREMENT SERVICES, INC.

By: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20_____ by _____
as the _____ of Wesley Retirement Services, Inc.

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council

From:

Date: January 6, 2025

Subject: Public hearing on the proposal to enter into a Development Agreement with Wesley Retirement Services, Inc.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: January 6, 2025

Subject: Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Wesley Retirement Services, Inc.

Recommendation: Roll call is in order.

Attachments: None