

City of Indianola
RESOLUTION NO 2024-104

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BY AND BETWEEN
THE CITY OF INDIANOLA AND WARREN COUNTY, IOWA**

WHEREAS, The City Council of the City of Indianola, Iowa and the Warren County Board of Supervisors recognize their shared commitment and passion to advancing common goals and objectives for the greater good of the City and all surrounding communities in the County; and

WHEREAS, the City of Indianola and Warren County jointly stand to benefit from the job creation, economic investment, redevelopment and privatizing of tax exempt properties owned on or near the Indianola Downtown Square Business District and on or near the Indianola 6th Street Sub-Area Plan; and

WHEREAS, the proposed agreement between the City of Indianola and Warren County Board of Supervisors signifies a strategic alignment of interests, values and priorities in both the short- and long-term for both organizations as well as all stakeholders in Indianola and Warren County.

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

SECTION 1: The Council finds that the transfer of property will promote economic development in the City and is in the best interest of the residents of the City.

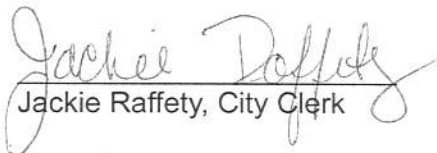
SECTION 2: The proposal to transfer property to the terms of the proposed agreement is hereby approved.

SECTION 3: That the form and content of the attached agreement are in all respects authorized, approved and confirmed, and the Mayor and City Clerk are hereby authorized, empowered and directed to execute, attest, seal and deliver the agreement for and on behalf of the City and 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 20th day of May 2024.


Stephanie Erickson, Mayor

ATTEST:


Jackie Raffety, City Clerk

2024 MAY 20 PM 6:27

**DEVELOPMENT AGREEMENT BY AND BETWEEN
WARREN COUNTY, IOWA AND
THE CITY OF INDIANOLA, IOWA**

This Agreement is entered into by and between the City of Indianola, Iowa, (hereinafter “City” or “the City”), and Warren County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter “County” or “the County”) as of the date of last signature of all parties.

WHEREAS, The City Council of the City of Indianola, Iowa and the Warren County Board of Supervisors recognize their shared commitment and passion to advancing common goals and objectives for the greater good of the City and all surrounding communities in the County; and

WHEREAS, both parties have embarked on a journey marked by collaboration, dialogue and mutual respect, understanding the significance of collective action in addressing pressing challenges and seizing opportunities that enhances quality of life, cultivates economic growth and better connects and unifies the region; and

WHEREAS, the City of Indianola, driven by a steadfast dedication to fostering sustainable development, innovation and inclusivity, as documented through its strategic priorities, master plans and other similar resources developed to aid in support of the community’s vision, seeks to leverage its resources, expertise and networks by creating lasting positive impacts within the City and throughout Warren County; and

WHEREAS, the City of Indianola currently operates from facilities that, while functional, are constrained with limitations that diminishes its ability for growth and ultimately the quality of service it can provide all stakeholders; and

WHEREAS, the Warren County Board of Supervisors, guided by a purpose of equitable growth, social cohesion and prosperity throughout Warren County, is eager to forge strategic partnerships to maximizing the effectiveness, relevance and sustainability of its initiatives and plans that affects all aspects of the citizens it serves and empowers all of its communities; and

WHEREAS, through extensive discussions and joint brainstorming, both parties have identified an area of convergence and complementary strength, laying the foundation for a dynamic and mutually beneficial collaboration; and

WHEREAS, individual properties owned by the City of Indianola and Warren County Board of Supervisors located within the City of Indianola Sixth Street Sub-Area Plan and Indianola Downtown Square represents untapped and newfound potential to catalyze influential change and unlock synergies that will redound to the benefit of the entire Indianola community and Warren County as outlined in the plan https://issuu.com/insaprofessionalservices/docs/indianola_sub_area_plan_final; and

WHEREAS, the Indianola Public Library, currently located at 207 North B Street, Indianola, IA 50125, can relocate and serve as the anchor to a potential larger redevelopment of a new community district along the McVay/Summerset Trail and North Sixth Street, with the identified property currently owned by the Warren County Board of Supervisors; and

WHEREAS, the relocation of the Indianola Public Library’s operations to the premises currently owned by the Warren County Board of Supervisors will breathe new life into a historically significant property, revitalizing the surrounding area, connecting surrounding cities throughout Warren County to the trail system and contributing to the preservation of the community’s cultural heritage and identity; and

WHEREAS, the Warren County Board of Supervisors stands to benefit from the relocation to the Indianola Public Library's current facility, which is currently owned by the City of Indianola, to offer greater flexibility and efficiency for the Warren County Board of Supervisors' evolving office space needs as an organization and could provide a much needed venue to perform the services it provides its citizens, all centrally located at or closely nearby the Warren County Administration Building and Warren County Justice Center; and

WHEREAS, the City of Indianola and Warren County jointly stand to benefit from the job creation, economic investment, redevelopment and privatizing of tax exempt properties owned on or near the Indianola Downtown Square Business District and on or near the Indianola 6th Street Sub-Area Plan; and

WHEREAS, the proposed agreement between the City of Indianola and Warren County Board of Supervisors signifies a strategic alignment of interests, values and priorities in both the short- and long-term for both organizations as well as all stakeholders in Indianola and Warren County; and

WHEREAS, both parties acknowledge that the proposed agreement and the vision it casts, specifically the relocation of the Indianola Public Library and the larger community redevelopment of a new economic development district along the McVay/Summerset Trail and North Sixth Street, will be part of a funding package that will be considered in 2025 with design conceptualization and construction commence immediately following so the new Indianola Public Library is fully constructed and available for use beginning winter of 2027-spring of 2028;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the undersigned parties hereby commit to formalizing their collaboration through a comprehensive agreement, subject to the approval of their respective governing bodies, the City and the County hereby agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.
2. **Term.** This Agreement shall remain in effect until the duties of each Party are satisfactorily completed, unless earlier terminated pursuant to this Agreement.
3. **Termination.** Termination shall only occur upon the written mutual consent of all Parties.
4. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.
5. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

6. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.
7. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.
8. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.
9. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Warren County Iowa.
10. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the City: City of Indianola
 Attn: City Clerk's Office
 110 N. 1st Street
 Indianola, IA 50125

If to the County: Warren County Iowa
 Attn: County Auditor's Office
 301 N. Buxton Street
 Indianola, IA 50125

DUTIES OF THE CITY:

1. The City shall transfer the below described parcels and improvements to the County in exchange for the real property and improvements to be received from the County:

Key	Tax-ID	Address	Description	Co. Value	Parcel Size
1.	48020060010	207 N. B Street	City Library – Building	\$921,600	0.52 Acres
2.	48020060060	207 N. B Street	City Library – Grass Area	\$7,100	0.21 Acres
3.	48020060070	207 N. B Street	City Library – Parking Lot	\$31,800	0.31 Acres
4.	Undefined	207 N. B Street	City Library – Alley south of Library	Unknown	Estimated 0.41 Acres
5.	48020060120	204 N. C Street	Home – Future Expansion Area	\$152,300	0.23 Acres
Totals:				\$1,112,800	1.68 Acres

2. The City shall transfer the real property by Warranty Deed in the form reasonably agreed to between the Parties.
3. The City shall complete the demolition and removal of the house located on Parcel #5 (Tax-ID 48020060120) located at 204 N. C Street within 90-days from the execution of this Agreement.
4. No monies shall be exchanged as part of this land exchange.

DUTIES OF THE COUNTY:

1. The County shall transfer the below described parcels and improvements to the City in exchange for the real property and improvements to be received from the City:

Key	Tax-ID	Address	Description	Co. Value	Parcel Size
A.	48690000010	901 E. Iowa Ave	County Public Works Yard	\$22,500	0.34 Acres
B.	48860001091	704 N. 6 th Street	County Public Works Yard	\$39,800	2.31 Acres
C.	48860001107	704 N. 6 th Street	County Public Works Yard	\$17,800	1.03 Acres
D.	48860001106	704 N. 6 th Street	County Public Works Buildings	\$150,200	2.04 Acres
E.	48870190680	704 N. 6 th Street	County Fuel Depot	\$59,000	0.32 Acres
F.	48870190661	704 N. 6 th Street	County PW Parking	\$16,300	0.27 Acres
G.	48870190681	704 N. 6 th Street	County PW Parking	\$11,500	0.21 Acres
H.	48020130220	117 N. Buxton St.	West Annex Building	\$91,500	0.07 Acres
I.	48020130210	115 N. Buxton St.	West Annex Building	\$129,400	0.07 Acres
J.	48020030070	310 N. Buxton St.	Masonic Temple Building	\$227,800	0.26 Acres
K.	48020030070	310 N. Buxton St.	Masonic Temple Parking Lot	\$55,600	0.26 Acres
L.	48020030040	105 W. Clinton Ave.	Masonic Temple Parking Lot	\$18,900	0.21 Acres
Totals:				\$840,300	7.39

2. The County shall transfer the real property by Warranty Deed in the form reasonably agreed to between the Parties.
3. No monies shall be exchanged as part of this land exchange.

LEASE BACK PROVISION:

1. Currently, the City Library occupies the City Library Building. This occupancy will need to continue through June 30, 2028 (but may end earlier by mutual consent).
2. Currently, the County is in the process of moving DHS into the West Annex Building. This occupancy will need to continue one year from the date of the vacation of the library to allow for remodeling (but may end earlier by mutual consent).
3. Currently, the County has tenants in the Masonic Temple Building. This occupancy will need to continue for one year from the date of the vacation of the library to allow for remodeling (but may end earlier by mutual consent).
4. Currently, the County Public Works Department occupies the County Public Works Yard and Facilities. This occupancy will need to continue through December 31, 2024 (but may end earlier by mutual consent).
5. The City will not pay rent to the County for the use of the Library Building through June 30, 2028.
6. The County will not pay rent to the City for the use of the West Annex Building from the time of the exchange through one year from the date of the vacation of the library to allow for remodeling. (but may end earlier by mutual consent).
7. The County will not pay rent to the City for the use of the Masonic Temple Building from the time of the exchange through one year from the date of the vacation of the library to allow for remodeling ~~through June 30, 2028.~~ (but may end earlier by mutual consent).
8. The County will not pay rent to the City for the use of County Public Works Yard/Buildings through December 31, 2024.
9. During the term of the lease, the City will perpetuate the payment of all maintenance and utility cost for the City Library.
10. During the term of the lease, the County will perpetuate the payment of all maintenance and utility costs on the West Annex Building.
11. During the term of the lease, the County will perpetuate the payment of all maintenance and utility costs on the Masonic Temple Building.
12. During the term of the lease, the County will perpetuate the payment of all maintenance and utility costs of the County Public Works Facility.
13. During the term of the lease, all parcels obtained by the City from the County will be added to the City's Property Liability Insurance Policy, with the County being added as a named insured.
14. During the term of the lease, all parcels obtained by the County from the City will be added to the County's Property Liability Insurance Policy, with the City being added as a named insured.

CAPITAL IMPROVEMENTS:

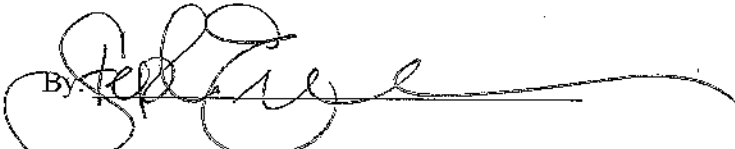
1. The City and County will budget for, and manage, a capital improvement project to replace the chiller at the Library Building according to this schedule should the chiller need replaced before the vacation of property by the City:
 - 2025: City pays 75% - County pays 25%
 - 2026: City pays 50% - County pays 50%
 - 2027: City pays 25% - County pays 75%
 - 2028: County pays 100%

FUEL DEPOT:

1. The City will work with the County to continue the operations of the Fuel Depot within the city limits of Indianola for the benefit of the County, City, and School District.
2. The County will support the City in perpetuating the bulk purchases of fuel for the aforementioned Fuel Depot.

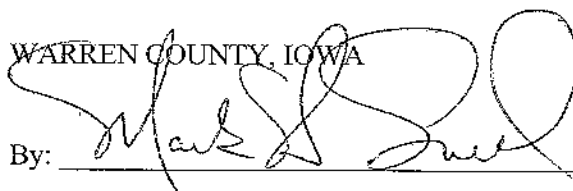
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 20th day of May 2024.

CITY OF INDIANOLA, IOWA

By: 

Name & Title: Stephanie Erickson, Mayor

WARREN COUNTY, IOWA

By: 

Name & Title: Mark H Snell, Chairman

Warren County Board
of Supervisors

FILED
KIMBERLY SHEETS
CLERK OF WARREN COUNTY
2024 MAY 20 PM 6:27