



Lindsey Offenburger
Director of Internal Operations/City Clerk

January 8, 2026

UA26-05 NORWALK

City Development Board
State of Iowa
1963 Bell Ave., Suite 200
Des Moines, IA 50315

STATE OF IOWA

JAN 08 2026

Re: Petition for Approval of 100% Voluntary Annexation

CITY DEVELOPMENT BOARD

Members of the City Development Board:

Pursuant to Iowa Code Section 368.7 and Section 368.25A, as well as Iowa Administrative Code Rule 263-7.1, the City of Norwalk submits this petition requesting the approval of a 100% voluntary annexation into the City of Norwalk, Iowa.

The property proposed for annexation consists of approximately 282 acres of land. This annexation is sought with the understanding that the proposed area is contiguous to the city limits of the City of Norwalk, Iowa, and that this action will promote orderly growth and development consistent with the interests of the City and the property owners involved.

This 100% voluntary annexation request is in full compliance with the requirements set forth in Iowa Code Section 368.7 and 368.25A, as well as the rules outlined in Iowa Administrative Code 263-7.1. Enclosed are the required materials, including:

1. **Description of the Property** - A legal description of the property and any additional details as required.
2. **Map of the Area** - A map highlighting the property proposed for annexation, including its relation to the current city boundaries.
3. **Owner's Consent** - A statement of consent from all property owners involved in the voluntary annexation.

This annexation will contribute positively to the continued development of the City and offer mutual benefits to both the City and property owners. I kindly request that the City Development Board review this petition and approve the annexation at its earliest convenience.

Please feel free to contact me if you require additional information or documentation in support of this petition.

Thank you for your time and consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Lindsey Offenburger".

Lindsey Offenburger

Director of Internal Operations/City Clerk
Norwalk City Hall, 705 North Ave., Norwalk, IA 50211
P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov



APPLICATIONS OF OWNERS

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City"), and Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia and Shawnda Lea Patterson (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of certain real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Subject Property is presently located entirely within Warren County, Iowa, and outside the corporate limits of any city; and

WHEREAS, the Subject Property is within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the city limits of the City conditioned upon the terms set forth in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, the Owners shall execute, contemporaneously herewith, an Application for Voluntary Annexation for annexation of the Subject Property into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. Consent. The Owners hereby voluntarily make application and consent to the Subject Property being annexed into the city limits of the City. An Application for Voluntary Annexation of the Subject Property is attached hereto as Exhibit "B". For the avoidance of doubt, the annexation that is the subject of this Agreement and the Application for Voluntary Annexation attached hereto as Exhibit "B" is separate from, and not a part of, conditioned on or otherwise associated with, that certain annexation that includes the Subject Property and certain other property that is the subject of that certain Annexation Agreement by and between the Owners and the City dated July 25, 2024, August 9, 2024, and September 9, 2024.

2. Transitional Taxes. The City will provide a transitional imposition of city property taxes for all residential properties in accordance with the maximum percentages allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).

3. Zoning. Upon annexation, the Subject Property will be zoned as M-2, General Technology Industrial District, pursuant to Section 175A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the M-2 zoning classification will allow for the continuation of all current uses being utilized on the Subject Property by the Owners until such

time as the Subject Property is platted or an industrial use is commenced on the Subject Property

In addition, the Owners and the City mutually acknowledge that the City has created the Norwalk Technology and Industry (NTI) Overlay District that may apply to the Subject Property and any existing or future projects thereon, subject to compliance with the eligibility criteria set forth in Norwalk Municipal Code §175C.05.3, in addition to the M-2 District.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner, then, upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on the portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law.

In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, there will be an irrefutable presumption that any "use" identified in Exhibit "C" for property owned by the same individual or entity will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, uses on property owned by the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A. 15, there will be an irrefutable presumption that any "buildings" necessary to continue the uses identified in Exhibit "C" will be deemed to be currently constructed and in use on all property owned by the same individual or entity. With this irrefutable presumption, the construction of a building necessary to accommodate a use identified in Exhibit "C" shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, there shall be an irrefutable presumption that such damage shall be less than 60% of the structure replacement cost above the foundation. Therefore, there will be an irrefutable presumption that any structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A. 15(6).

4. Waiver. The Owners waive their right to withdraw their application/consent to such annexation that is the subject of this Agreement and the Application for Voluntary Annexation attached hereto as Exhibit "B" pursuant to Section 368.7(1)(e) of the Iowa Code.

5. Agreement Binding. This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall

not be revoked, amended or modified except by mutual written consent of both parties (i.e., the City and the Owners) and IALCO Warren County Three, LLC, a Delaware limited liability company (“IALCO Three”).

6. Third-Party Rights. IALCO Three is and shall be a third-party beneficiary with respect to, and entitled to enforce by any and all available rights and remedies at law or in equity, the terms, provisions, obligations, covenants and conditions set forth herein.

Dated this 8th day of January, ~~2025~~
2026

[signature pages follow]

THE CITY:

By:  _____
Tom Phillips, Mayor

By:  _____
Lindsey Offenburger, City Clerk

[signature page follows]

IALCO Three hereby executes this Agreement for purposes of its rights under, and agreeing to, Section 5 and Section 6 of this Agreement.

IALCO THREE:

IALCO WARREN COUNTY THREE, LLC,
a Delaware limited liability company

By: Matthew W. Spencer
Name: Matthew W. Spencer
Title: President

OWNERS:

Raymond F. Patterson

Raymond F. Patterson, Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021

Angela Patterson Garcia

Shawnda Lea Patterson

[signature pages follow]

By: Raymond F. Patterson

Name: Raymond F. Patterson

Title: Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021

State of ~~Iowa~~ Arizona)
County of ~~Warren~~ Pinal) ss:

On this 4th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond F. Patterson, the Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]

Notary Public in the State of ~~Iowa~~ Arizona



[signature pages follow]

EXHIBIT "A"
Description of Subject Property

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa.

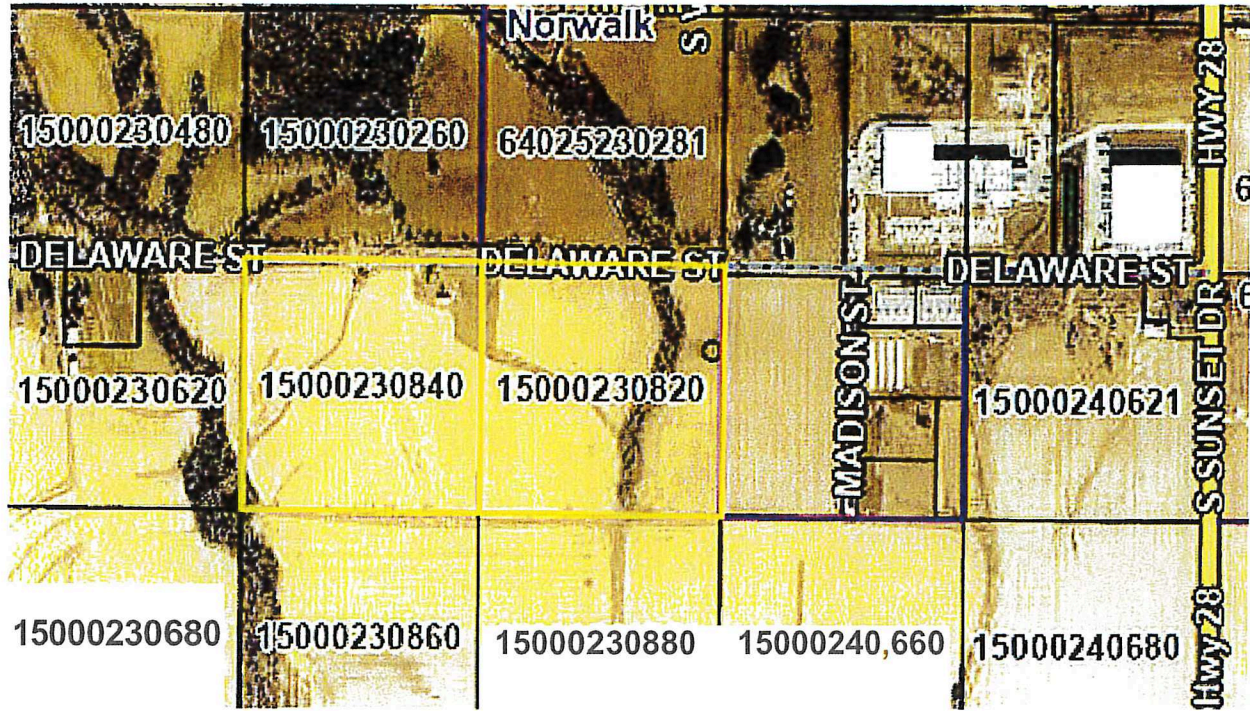


EXHIBIT "B"
Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re: The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa; Parcel ID No.: 15000230820 and 15000230840; hereinafter collectively referred to as the "Property".

Raymond F. Patterson, the Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia and Shawnda Lea Patterson (collectively "Owners") hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk, Iowa.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of such Annexation Agreement.

[signature pages follow]

EXHIBIT "C"
Current Use Description

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATVs.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; round and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. Outdoor fuel storage allowed.
20. Outdoor storage.
21. Gravel driveway and parking areas.

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City") and Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Properties"); and

WHEREAS, the Subject Properties are presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, the Subject Properties are within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the Norwalk city limits conditioned upon the details as addressed in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective Subject Properties for annexation into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. **Consent.** The Owners hereby voluntarily make application and consent to the Subject Properties being annexed into the City limits. A separate application for annexation for each respective property is attached hereto as Exhibit B.
2. **Transitional Taxes.** The City will provide a transitional imposition of city property taxes in accordance to the maximum percentages allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).
3. **Zoning.** Upon annexation, the Subject Properties will be zoned as M-1 General Industrial District, pursuant to Section 175A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the M-1 zoning classification will still allow for the continuation of and to the extent of all current uses being utilized on the respective

properties by Owners until such time as each respective property is platted or an industrial zoning use is commenced in the future.

In addition, the Owners and the City mutually acknowledge that the City may create a technology-specific zoning and/or overlay district that applies to the Subject Property. If such a district is in effect at the time the City takes official action to approve the annexation of the Subject Property, the City shall zone the Subject Property as the technology-specific zoning or overlay district, either instead of or in addition to the M-1 District, as applicable.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on each portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law.

In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, there will be an irrefutable presumption that any "use" identified in Exhibit C for property owned by the same individual or entity, will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, uses on property of the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A.15, there will be an irrefutable presumption that any "buildings" necessary to continue the uses identified in Exhibit C, will be deemed to be currently constructed and in use on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, the construction of a building necessary to accommodate a use identified in Exhibit C, shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, there shall be an irrefutable presumption that such damage shall be less than 60% of the structure replacement cost above the foundation. Therefore, there will be an irrefutable presumption that any

structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A.15(6).

4. **Waiver.** Owners waive their right to withdraw their application/consent to annexation pursuant to Section 368.7(1)(e), of the Iowa Code.

5. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked except by mutual consent of both parties.

Dated this 25 day of July, 2024.

OWNERS:

Raymond F. Patterson
Raymond F. Patterson, Trustee

Angela Patterson Garcia

Shawnda Lea Patterson

CITY OF NORWALK, IOWA:

Tom Phillips
Tom Phillips, Mayor

Lindsey Offenburger
Lindsey Offenburger, City Clerk

EXHIBIT "A"

Description of Subject Properties

The North ½ of the SE ¼ of Section 23, Township 77 North, Range 25 West of the 5th P.M.,
Warren County, Iowa.

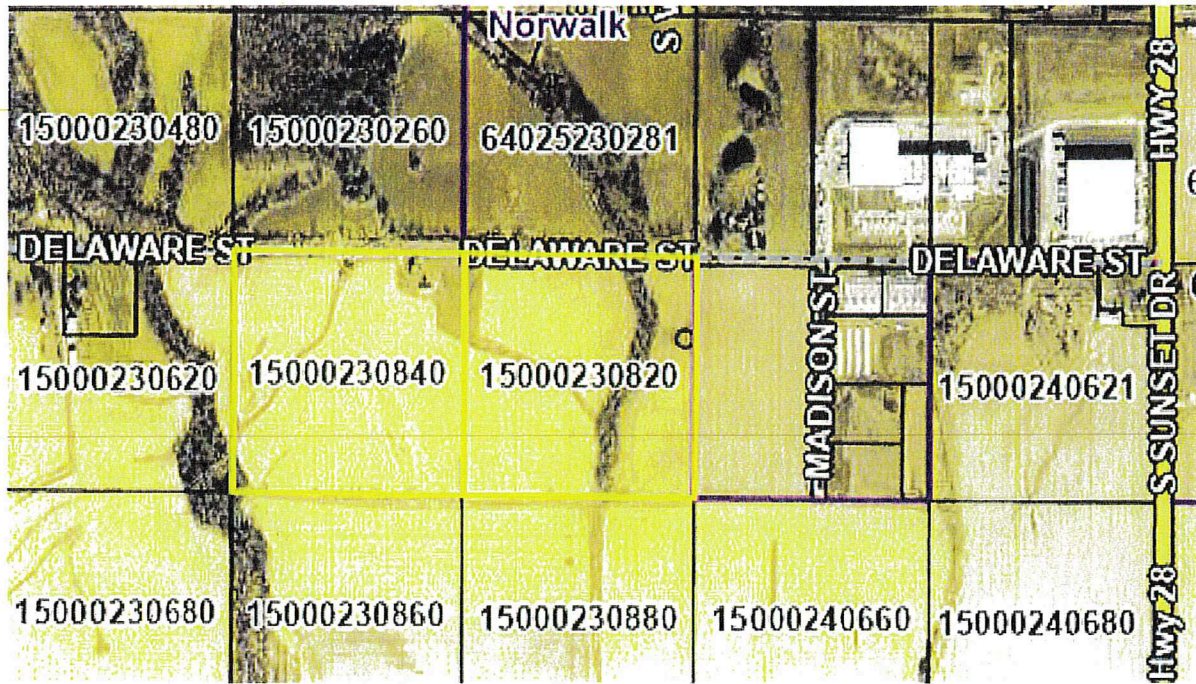


EXHIBIT "B"

Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re: ~~The North ½ of the SE ¼ of Section 23, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa.~~

Hereinafter collectively referred to as the "Property".

Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson, (Owners), hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of the Annexation Agreement.



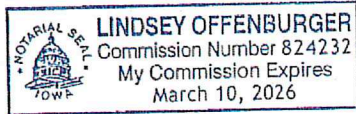
Raymond F. Patterson, Trustee

Angela Patterson Garcia

Shawnda Lea Patterson

State of Iowa)
) ss:
County of Warren)

On this 25 day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond F. Patterson, as Trustee, ~~Angela So Patterson-Garcia, and Shawnda Lea Patterson~~, and acknowledged that they executed the same as their voluntary act and deed.



Lindsey Offenburg
Notary Public in the State of Iowa

EXHIBIT "C"

Current Use Description

Property of Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson:

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATV's.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; round and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.

- 17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
- 18. Barbed wire fence approved for agricultural use.
- 19. Outdoor fuel storage allowed.
- 20. Outdoor storage.
- 21. Gravel driveway and parking areas.

Warren County, Iowa
Recorded: 11/12/2021 at 10:21:09.0 AM
Polly J. Wright RECORDER
Number: 2021-13700
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00

QUIT CLAIM DEED
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jonathan N. De Reus, 1119 East 2nd Street, Suite B, Pella, IA 50219 Phone: (641) 628-4300

Taxpayer Information: (name and complete address)

Raymond F. Patterson Revocable Trust, 5678 Delaware Street, Norwalk, IA 50211

Return Document To: (name and complete address)

Raymond F. Patterson Revocable Trust, 5678 Delaware Street, Norwalk, IA 50211

Grantors:

Raymond F. Patterson

Grantees:

Raymond F. Patterson Revocable Trust

Legal Description:

See Page 2

Document or instrument number of previously recorded documents:

QUIT CLAIM DEED

For the consideration of NONE, Raymond F. Patterson, a single person, does hereby Quit Claim to the Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, all my right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

An undivided 1/2 interest in and to the following:

The North Half of the Southeast Quarter of Section Twenty-three in Township Seventy-seven North, Range Twenty-five West of the 5th P.M., Warren County, Iowa.

Exempt transaction – Iowa Code § 428A.2(21).

The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

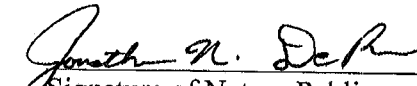
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: October 26, 2021.


Raymond F. Patterson

STATE OF IOWA, COUNTY OF MARION

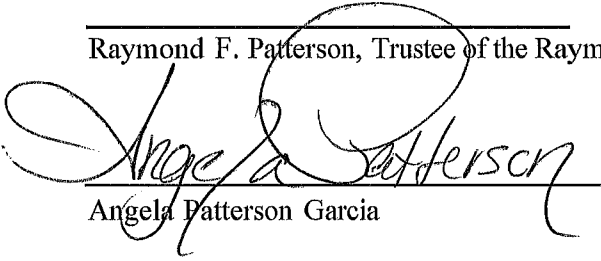
This record was acknowledged before me on October 26, 2021, by Raymond F. Patterson.


Signature of Notary Public



OWNERS:

Raymond F. Patterson, Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021



Angela Patterson Garcia

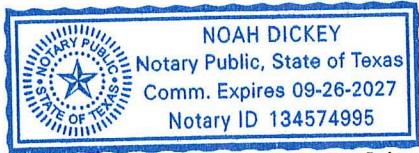
Shawnda Lea Patterson

[signature pages follow]

Angela Patterson Garcia
Angela Patterson Garcia

State of ~~Iowa~~ Texas)
County of ~~Warren~~ Collin) ss:

On this 6th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Angela Patterson Garcia, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in the State of ~~Iowa~~ Texas

[signature page follows]

ANNEXATION AGREEMENT

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WHEREAS, the Owners desire to have the City annex the property into the Norwalk city limits conditioned upon the details as addressed in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective Subject Properties for annexation into the City.

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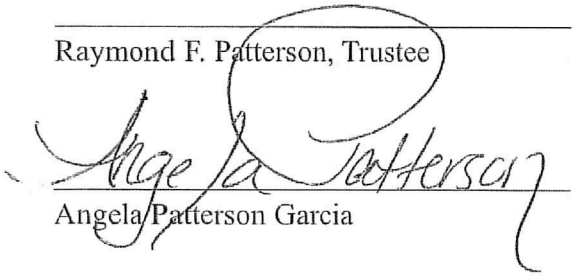
4. **Waiver.** Owners waive their right to withdraw their application/consent to annexation pursuant to Section 368.7(1)(e), of the Iowa Code.

5. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked except by mutual consent of both parties.

Dated this 9th day of August, 2024.

OWNERS:

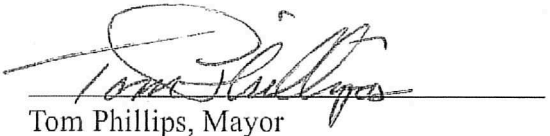
Raymond F. Patterson, Trustee



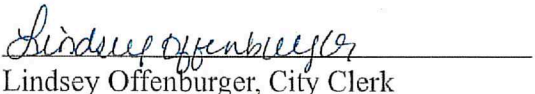
Angela Patterson Garcia

Shawnda Lea Patterson

CITY OF NORWALK, IOWA:



Tom Phillips, Mayor



Lindsey Offenburger, City Clerk

EXHIBIT "A"

Description of Subject Properties

The North ½ of the SE ¼ of Section 23, Township 77 North, Range 25 West of the 5th P.M.,
Warren County, Iowa.



EXHIBIT "B"

Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re: The North ½ of the SE ¼ of Section 23, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa.

Hereinafter collectively referred to as the "Property".

Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson, (Owners), hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of the Annexation Agreement.

Raymond F. Patterson, Trustee

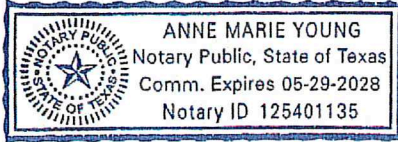


Angela Patterson Garcia

Shawnda Lea Patterson

State of Iowa)
Texas) ss:
County of Warren)
Collin

On this 9 day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Angela Patterson Garcia, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in the State of Iowa / Texas

State of Iowa)
Texas) ss:
County of Warren)
Collin County

On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Shawnda Lea Patterson, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

EXHIBIT "C"

Current Use Description

Property of Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson:

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATV's.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; round and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. Outdoor fuel storage allowed.
20. Outdoor storage.
21. Gravel driveway and parking areas.

OWNERS:

Raymond F. Patterson, Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021

Angela Patterson Garcia

A handwritten signature in cursive script that reads "Shawnda Lea Patterson". The signature is written in black ink and is positioned above a horizontal line.

Shawnda Lea Patterson

[signature pages follow]

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City") and Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Properties"); and

WHEREAS, the Subject Properties are presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, the Subject Properties are within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the Norwalk city limits conditioned upon the details as addressed in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective Subject Properties for annexation into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. **Consent.** The Owners hereby voluntarily make application and consent to the Subject Properties being annexed into the City limits. A separate application for annexation for each respective property is attached hereto as Exhibit B.
2. **Transitional Taxes.** The City will provide a transitional imposition of city property taxes in accordance to the maximum percentages allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).
3. **Zoning.** Upon annexation, the Subject Properties will be zoned as M-1 General Industrial District, pursuant to Section 175A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the M-1 zoning classification will still allow for the continuation of and to the extent of all current uses being utilized on the respective

properties by Owners until such time as each respective property is platted or an industrial zoning use is commenced in the future.

In addition, the Owners and the City mutually acknowledge that the City may create a technology-specific zoning and/or overlay district that applies to the Subject Property. If such a district is in effect at the time the City takes official action to approve the annexation of the Subject Property, the City shall zone the Subject Property as the technology-specific zoning or overlay district, either instead of or in addition to the M-1 District, as applicable.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on each portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law.

In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, there will be an irrefutable presumption that any "use" identified in Exhibit C for property owned by the same individual or entity, will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, uses on property of the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A.15, there will be an irrefutable presumption that any "buildings" necessary to continue the uses identified in Exhibit C, will be deemed to be currently constructed and in use on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, the construction of a building necessary to accommodate a use identified in Exhibit C, shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, there shall be an irrefutable presumption that such damage shall be less than 60% of the structure replacement cost above the foundation. Therefore, there will be an irrefutable presumption that any

structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A.15(6).

4. **Waiver.** Owners waive their right to withdraw their application/consent to annexation pursuant to Section 368.7(1)(e), of the Iowa Code.
5. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked except by mutual consent of both parties.

Dated this 9 day of September, 2024.

OWNERS:

Raymond F. Patterson, Trustee

Angela Patterson Garcia

Shawnda Lea Patterson
Shawnda Lea Patterson

CITY OF NORWALK, IOWA:

Tom Phillips
Tom Phillips, Mayor

Lindsey Offenburger
Lindsey Offenburger, City Clerk

EXHIBIT "A"

Description of Subject Properties

The North 1/2 of the SE 1/4 of Section 23, Township 77 North, Range 25 West of the 5th P.M.,
Warren County, Iowa.



EXHIBIT "B"

Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re: The North ½ of the SE ¼ of Section 23, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa.

Hereinafter collectively referred to as the "Property".

Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson, (Owners), hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of the Annexation Agreement.

Raymond F. Patterson, Trustee

Angela Patterson Garcia



Shawnda Lea Patterson

State of Iowa)

)

ss:

County of Warren)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Angela Patterson Garcia, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

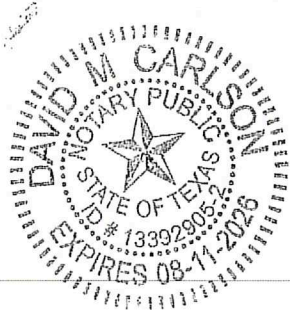
Texas
State of ~~Iowa~~)


Collin)

ss:

County of ~~Warren~~)

On this 9 day of September 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Shawnda Lea Patterson, and acknowledged that they executed the same as their voluntary act and deed.





Notary Public in the State of Iowa

EXHIBIT "C"

Current Use Description

Property of Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia, Shawnda Lea Patterson:

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATV's.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. ~~The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; round and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.~~
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. ~~Outdoor fuel storage allowed.~~
20. Outdoor storage.
21. Gravel driveway and parking areas.

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City") and James Paul Rietz and Julie Ann Rietz (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Properties"); and

WHEREAS, the Subject Properties are presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, the Subject Properties are within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the Norwalk city limits conditioned upon the details as addressed in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective Subject Properties for annexation into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. **Consent.** The Owners hereby voluntarily make application and consent to the Subject Properties being annexed into the City limits. A separate application for annexation for each respective property is attached hereto as Exhibit B.
2. **Zoning.** Upon annexation, the Subject Properties will be zoned as A-R, Agricultural Reserve District, pursuant to Section 175A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the A-R zoning classification will allow for the continuation of and to the extent of all current uses being utilized on the respective properties by Owners until such time as each respective property is rezoned in the future.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on each portion of the Subject Property rezoned shall be deemed to be a legal nonconforming use under the provisions of applicable Iowa law.


In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, any "use" identified in Exhibit C for property owned by the same individual or entity, will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. Uses on property of the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A.15, any "buildings" necessary to continue the uses identified in Exhibit C, will be deemed to be currently constructed and in use on all property owned by the same individual or entity covered by this Agreement. The construction of a building necessary to accommodate a use identified in Exhibit C, shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, such damage shall be less than 60% of the structure replacement cost above the foundation. Therefore, any structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A.15(6).

3. **Waiver.** Owners waive their right to withdraw their application/consent to annexation pursuant to Section 368.7(1)(e), of the Iowa Code.
4. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked except by mutual consent of both parties.

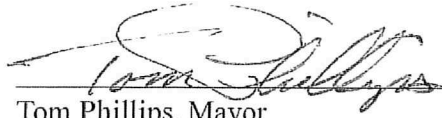
Dated this 3 day of July, 2024.

OWNERS:


James Paul Rietz


Julie Ann Rietz

CITY OF NORWALK, IOWA:


Tom Phillips, Mayor

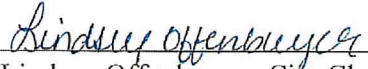

Lindsey Offenburger, City Clerk

EXHIBIT "A"

Description of Subject Properties

Legal Description attached hereto for Parcel Number 15000260448.

Parcel F of the Southeast ¼ of the Northwest ¼ of the Northwest ¼ of Section 26, Township 77, Range 25 West of the 5th P.M., as recorded in Book 2018 Page 03656 of the Warren County, Iowa Recorder.

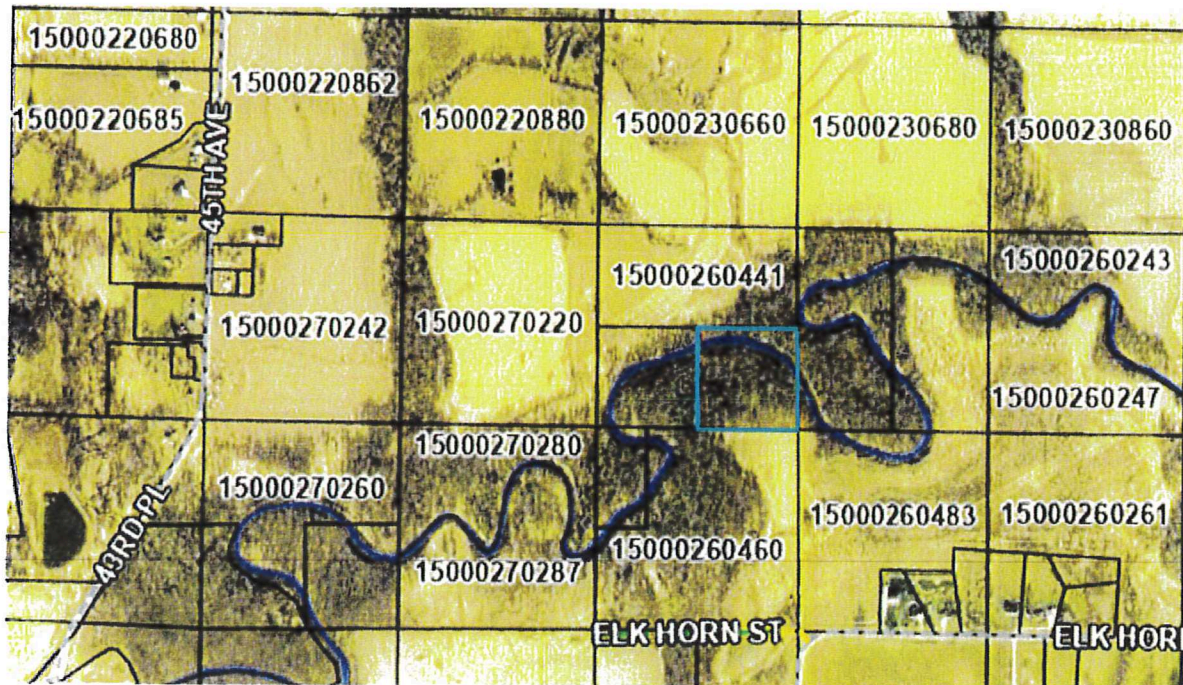


EXHIBIT "B"

Application For Voluntary Annexation

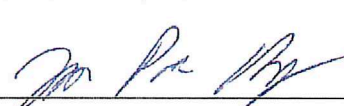
To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re: Insert Legal Description

Hereinafter collectively referred to as the "Property".

James Paul Rietz and Julie Ann Rietz, (Owners), hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of the Annexation Agreement.



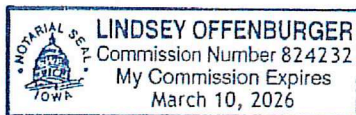
 James Paul Rietz

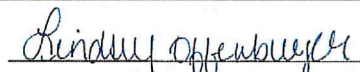


 Julie Ann Rietz

State of Iowa)
) ss:
 County of Warren)

On this 3rd day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared James Paul Rietz and Julie Ann Rietz, and acknowledged that they executed the same as their voluntary act and deed.





 Notary Public in the State of Iowa

EXHIBIT "C"

Current Use Description

Property of James Paul Rietz and Julie Ann Rietz:

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATV's.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; round and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. Outdoor fuel storage allowed.
20. Outdoor storage.
21. Gravel driveway and parking areas.

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City") and Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023 (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Properties"); and

WHEREAS, the Subject Properties are presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, the Subject Properties are within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the Norwalk city limits conditioned upon the details as addressed in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective Subject Properties for annexation into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

- 1. Consent.** The Owners hereby voluntarily make application and consent to the Subject Properties being annexed into the City limits. A separate application for annexation for each respective property is attached hereto as Exhibit "B". For the avoidance of doubt, the annexation that is the subject of this Agreement and the application for annexation attached hereto as Exhibit "B" is separate from, and not a part of, conditioned on or otherwise associated with, that certain annexation that includes the Property and certain other property that is the subject of that certain Annexation Agreement by and between Owners and the City dated July 25, 2024, August 9, 2024, and September 9, 2024, and the Application for Voluntary Annexation submitted by the Owners and attached as Exhibit "B" thereto.
- 2. Transitional Taxes.** The City will provide a transitional imposition of city property taxes for all residential purposes in accordance to the maximum percentages

allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).

3. **Zoning.** Upon annexation, the Subject Properties will be zoned as M-2, General Technology Industrial District, pursuant to Section 175A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the M-2 zoning classification will still allow for the continuation of and to the extent of all current uses being utilized on the respective properties by Owners until such time as each respective property is platted or an industrial zoning use is commenced in the future.

In addition, the Owners and the City mutually acknowledge that the City has created the Norwalk Technology and Industry (NTI) Overlay District that may apply to the Subject Property and any existing or future projects thereon, subject to compliance with the eligibility criteria set forth in Norwalk Municipal Code § 175C.05.3, in addition to the M-2 District.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on each portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law.

In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, there will be an irrefutable presumption that any "use" identified in Exhibit "C" for property owned by the same individual or entity, will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, uses on property of the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A.15, there will be an irrefutable presumption that any "buildings" necessary to continue the uses identified in Exhibit "C", will be deemed to be currently constructed and in use on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, the construction of a building necessary to accommodate a use identified in Exhibit "C", shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, there shall be an irrefutable presumption that such damage

shall be less than 60% of the structure replacement cost above the foundation. Therefore, there will be an irrefutable presumption that any structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A.15(6).

4. **Waiver; Withdrawal.** Owners waive their right to withdraw their application/consent to such annexation that is the subject of this Agreement and the application for annexation attached hereto as Exhibit “B” pursuant to Section 368.7(1)(e), of the Iowa Code.
5. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked, amended or modified except by mutual written consent of both parties (i.e., the City and Owners) and IALCO Warren County Two, LLC, a Delaware limited liability company (“IALCO Two”).
6. **Third-Party Rights.** IALCO Two is and shall be a third-party beneficiary with respect to, and entitled to enforce by any and all available rights and remedies at law or in equity, the terms, provisions, obligations, covenants and conditions set forth herein.

Dated this 8th day of January, ~~2025~~ 2026.

[signature pages follow]

OWNERS:

By: Jerry L. Shepler
Name: Jerry L. Shepler
Title: Trustee of the Jerry L. Shepler Revocable Trust

[signature pages follow]

Warren County, Iowa
Recorded: 12/11/2023 at 3:54:48.0 PM
Jordyn M. Hill, RECORDER
Number: 2023-09134
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax: \$0.00

QUIT CLAIM DEED
Recorder's Cover Sheet

Preparer Information:

Scott Riemenschneider, AT0006626
Wilson Deege Despotovich Riemenschneider & Rittgers, PLC
4200 University Ave, Ste 424, West Des Moines, IA 50266, Phone: 515-327-1000

Taxpayer Information:

Jerry L. Shepler (Trustee)
5302 Delaware St
Norwalk, IA 50211

Return Document To:

Scott Riemenschneider, AT0006626
Wilson Deege Despotovich Riemenschneider & Rittgers, PLC
4200 University Ave, Ste 424, West Des Moines, IA 50266

Grantors:

Jerry L. Shepler

Grantees:

Jerry L. Shepler, Trustee of the
Jerry L. Shepler Revocable Trust

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Jerry L. Shepler, a single person, does hereby Quit Claim to Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023 all my right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-five (25) West of the 5th P.M., Warren County, Iowa; thence 344 feet Easterly along the East-West center-line of said Section Twenty-three (23) to the point of beginning; thence Easterly along said center section line 390 feet, thence Southerly along a line parallel with the North-South centerline of said Section 474 feet, thence Westerly along a line parallel with the East-West centerline of said Section 390 feet, thence Northerly along a line parallel with the North-South centerline of said Section Twenty-three (23) to the point of beginning.

Locally known as: 5302 Delaware Street, Norwalk

This deed is exempt according to Iowa Code 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: Dec 7, 2023.

Jerry L. Shepler
Jerry L. Shepler, Grantor

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on Dec. 7, 2023, by Jerry L. Shepler.

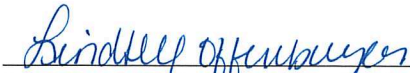


Scott Riemschneider
Signature of Notary Public

CITY OF NORWALK, IOWA:



Tom Phillips, Mayor



Lindsey Offenburger, City Clerk

[signature page follows]

IALCO Two hereby executes this Agreement for purposes of its rights under, and agreeing to, Section 5 and Section 6 of this Agreement.

IALCO TWO:

IALCO WARREN COUNTY TWO, LLC,
a Delaware limited liability company

By: Matthew W. Spencer
Name: Matthew W. Spencer
Title: President

EXHIBIT "A"

Description of Subject Properties

Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425, 15000260441, 15000270220, 15000230620, and 15000230624

The West Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26);

AND

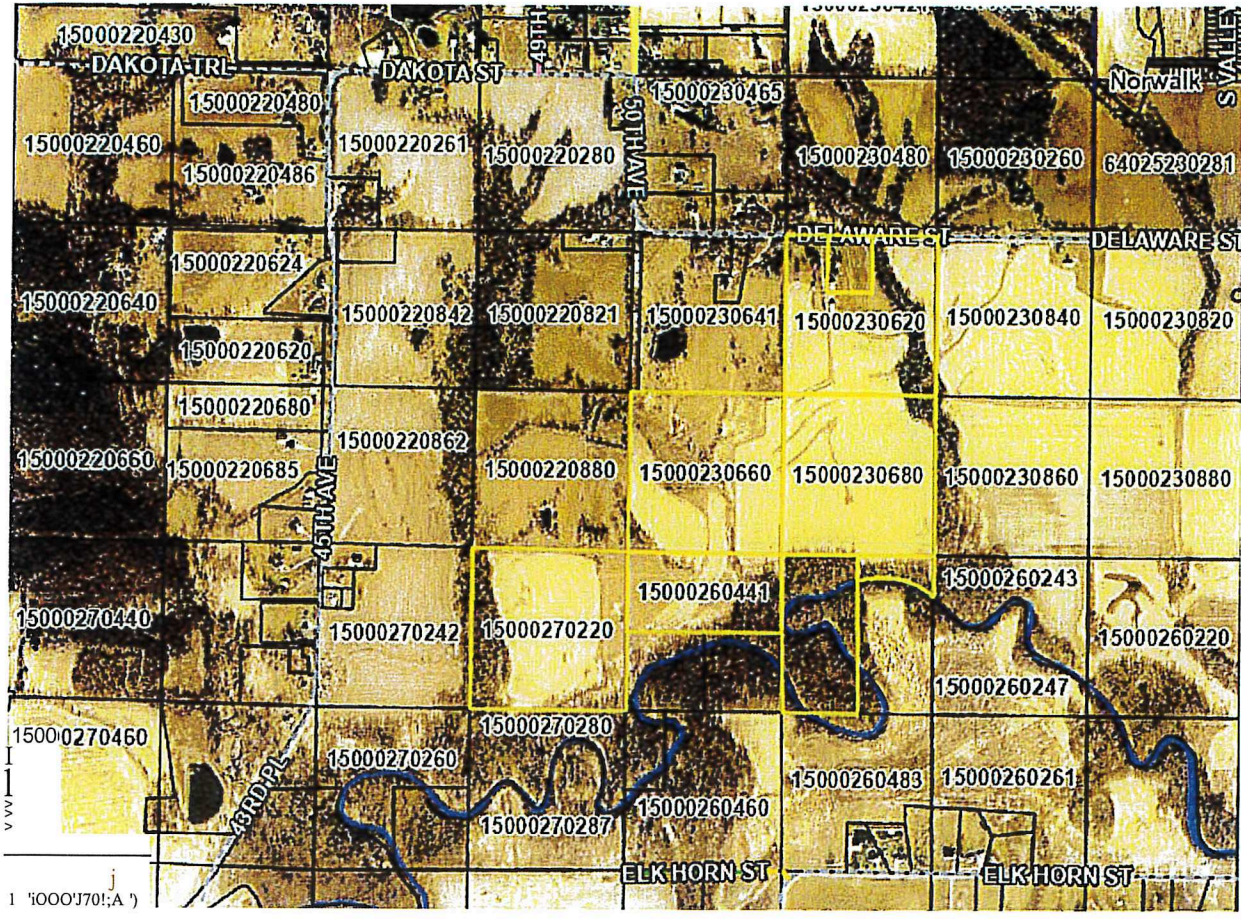
The North Half of the Northwest Quarter of the Northwest Quarter ($N\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26);

AND

The Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4} NE\frac{1}{4}$) of Section Twenty seven (27); all in Township Seventy-seven (77) North, Range Twenty-five (25) West of the 5th P.M., Warren County, Iowa.

AND

The East Half of the Southwest Quarter ($E\frac{1}{2} SW\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$) of Section Twenty-three (23), and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} E\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), that lies North of the center of the channel of North River, containing two (2) acres more or less and two and one fourth ($2\frac{1}{4}$) acres out of the corner of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), commencing at North River, twenty-three (23) rods from the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence North to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence West Twenty (20) rods; thence South thirteen (13) rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township Seventy-seven (77) North, Range Twenty five (25) West of the 5th P.M., Warren County, Iowa.



1 5000J70(A)

EXHIBIT "B"

Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re:

Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425, 15000260441, 15000270220, 15000230620, and 15000230624

The West Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26);

AND

The North Half of the Northwest Quarter of the Northwest Quarter ($N\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26);

AND

The Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4} NE\frac{1}{4}$) of Section Twenty seven (27); all in Township Seventy-seven (77) North, Range Twenty-five (25) West of the 5th P.M., Warren County, Iowa.

AND

The East Half of the Southwest Quarter ($E\frac{1}{2} SW\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$) of Section Twenty-three (23), and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} E\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), that lies North of the center of the channel of North River, containing two (2) acres more or less and two and one fourth ($2\frac{1}{4}$) acres out of the corner of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), commencing at North River, twenty-three (23) rods from the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence North to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence West Twenty (20) rods; thence South thirteen (13) rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township Seventy-seven (77) North, Range Twenty five (25) West of the 5th P.M., Warren County, Iowa.

Hereinafter collectively referred to as the "Property".

Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023, (Owners), hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of such Annexation Agreement.

By: Jerry L. Shepler

Name: Jerry L. Shepler

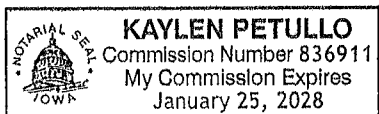
Title: Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023

State of Iowa)

) ss:

County of Warren)

On this 20th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023, and acknowledged that they executed the same as their voluntary act and deed.



Kaylen Petullo
Notary Public in the State of Iowa

EXHIBIT "C"

Current Use Description

Property of Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023, referred to in this Agreement as the "Subject Properties":

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATV's.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. Outdoor fuel storage allowed.
20. Outdoor storage.
21. Gravel driveway and parking areas.

OMNIBUS WRITTEN CONSENT

October 15, 2025

The undersigned, being (i) all of the managing members (the “Managing Members”) of each of the entities listed on Schedule I, [REDACTED] as applicable (the “Companies”) and each, a “Company”), do hereby adopt the following resolutions in accordance with applicable law on behalf of each Company.

APPOINTMENT/RATIFICATION OF OFFICERS OF THE COMPANIES

RESOLVED:

That each of the individuals listed in the table below be appointed to hold such respective officer position (the “Authorized Officers”), to hold such respective officer position as indicated in such table (or that such previous appointments be ratified, confirmed, authorized and approved in all respects) until a successor is duly appointed and qualified, or until such individual’s earlier resignation or removal; and that such individuals constitute all of the Authorized Officers of each of the respective Companies, and that any prior officer not listed below be, and they hereby are, removed from each and all officer positions now or formerly occupied by them. The appointments and ratifications contemplated by this resolution shall be effected in such order as is required to give full effect to all such appointments and ratifications:

[REDACTED] Matthew Spencer	[REDACTED] President
[REDACTED] Jessica Bennett	[REDACTED] Chief Legal Officer

**FURTHER
RESOLVED:**

That the Authorized Officers be, and they hereby are, and each of them acting singly hereby is, authorized from time to time, in the name of and on behalf of each Company to execute, make oath to, acknowledge and deliver any and all such orders, directions, certificates, agreements, filings and other instruments and papers, and to do or cause to be done any and all such other acts and things, as may, in his or their judgment, be necessary, desirable, appropriate or convenient in connection with evidencing the appointments and removals in the foregoing resolution.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**FURTHER
RESOLVED:**

That the signature of each Authorized Officer shall be conclusive evidence, with respect to third parties, as to such Authorized Officer having full power and authority to bind the Company upon whose behalf such person is signing in accordance with this consent.

RATIFICATION OF ALL PAST ACTIONS

**FURTHER
RESOLVED:**

That any and all prior actions by each Company, and the Authorized Officers, directors, [REDACTED], as applicable, of such Company, in the name of such Company, including all predecessors in interest of such Company are hereby ratified, confirmed, and approved in all respects, and the taking of any such action shall constitute conclusive evidence of the exercise of such authority.

[REDACTED]

[REDACTED]

[REDACTED]

This Omnibus Written Consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Omnibus Written Consent. Counterpart signature pages to this Omnibus Written Consent transmitted by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

[Signature Page Follows]

MANAGING MEMBER

(of all entities on Schedule I, unless otherwise designated by [*] below)

TRACT (LANDCO) I, LP,
a Delaware limited partnership

■ [REDACTED]
■ [REDACTED]
■ [REDACTED]
■ [REDACTED]

Signed by:

By: *Jessica Bennett*

Name: Jessica Bennett

Title: Authorized Representative



**NAMES AND ADDRESSES OF
ALL OWNERS OF THE LAND
INCLUDED WITHIN THE
OWNER'S CONSENT AND A
LEGAL DESCRIPTION OF ALL
LAND OWNED BY EACH
OWNER INCLUDING
NUMBER OF ACRES**



Lindsey Offenburger
Director of Internal Operations/City Clerk

January 8, 2026

City Development Board
State of Iowa
1963 Bell Ave., Suite 200
Des Moines, IA 50315

Statement of Legal Descriptions

Members of the City Development Board:

The legal descriptions included below encompass the entirety of the proposed annexation area including any right-of-way to the center line of all secondary roads adjoining the territory.

PROPERTY OWNER: RAYMOND F. PATTERSON, AS TRUSTEE OF THE RAYMOND F. PATTERSON REVOCABLE TRUST U/A/D OCTOBER 26, 2021, ANGELA PATTERSON GARCIA AND SHAWNDA LEA PATTERSON

Address: 5678 Delaware Street, Norwalk, IA 50211

Parcel Numbers: 15000230840 and 15000230820

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa.

Total Acres = 77.58

PROPERTY OWNER: JERRY L. SHEPLER, TRUSTEE OF THE JERRY L. SHEPLER REVOCABLE TRUST DATED DECEMBER 7, 2023

Address: 5302 Delaware Street, Norwalk, IA 50211

Parcel Numbers: 115000230680, 15000230660, 15000260422, 15000260425, 15000260441, 15000270220, 15000230620, AND 15000230624

*The West Half of the Northeast Quarter of the Northwest Quarter (W1/2 NE1/4 NW1/4) of Section 26;
and*

*The North Half of the Northwest Quarter of the Northwest Quarter (N1/2 NW1/4 NW1/4) of Section 26;
and*

The Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 27; all in Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa; and



Lindsey Offenburger
Director of Internal Operations/City Clerk

The East Half of the Southwest Quarter (E1/2 SW1/4) and the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 23, and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter (W1/2 E1/2 NE1/4 NW1/4) of Section 26, that lies North of the center of the channel of North River, containing 2 acres more or less and two and one fourth (2 ¼) acres out of the corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 26, commencing at North River, 23 rods from the Northeast corner of the Northwest Quarter (NW1/4) of Section 26; thence North to the Northeast corner of the Northwest Quarter (NW1/4) of Section 26; thence West 20 rods; thence South 13 rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa.

Total Acres = 204.25

GRAND TOTAL ACRES = 281.83

Sincerely,

A handwritten signature in blue ink that reads "Lindsey Offenburger".

Lindsey Offenburger

Director of Internal Operations/City Clerk

Norwalk City Hall

705 North Ave.

Norwalk, IA 50211

P: 515-981-0228 ext. 2230

loffenburger@norwalk.iowa.gov



**COUNCIL RESOLUTION
APPROVING THE
ANNEXATION**

RESOLUTION NO. 26006

Resolution approving landowner applications approving 100% Voluntary Annexation of Property

WHEREAS, the City of Norwalk, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the City of Norwalk, Iowa has received Applications for Voluntary Annexation from two property owners within the proposed annexation area with a total area of 280.98 acres, representing 100% voluntary annexation. The proposed annexation area is located south and west of the current City Limits of the City of Norwalk and is entirely within Warren County, Iowa as shown on the map identified as Exhibit "A" attached hereto and made a part hereof. A list of the property owners who have submitted voluntary applications and associated legal descriptions are contained in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, such property collectively adjoins the City as required by Chapter 368, Code of Iowa; and

WHEREAS, the real estate proposed to be annexed lies within two (2) miles of the corporate boundaries of the City of Cumming, Iowa, and, as required by Chapter 368, Code of Iowa, notification of the applications and the public hearing on the applications for voluntary annexation has been provided to the City Council of Cumming by certified mail at least 14 business days prior to any action by this City Council; and

WHEREAS, notification of the of the applications and public hearing on the applications for voluntary annexation and copies of the Applications have been provided to the Board of Supervisors of each county which contains a portion of the territory, each affected public utility, and the regional planning authority of the territory, by certified mail at least 14 business days prior to any action by this City Council; and

WHEREAS, the City published notice of the applications and public hearing on the applications in an official county newspaper in Warren County in compliance with Section 368.17(1)(d) and 368.17(3) of the Iowa Code at least ten business days prior to any action by the City Council on the applications; and

WHEREAS, all required notification has been carried out pursuant to Chapter 368, Code of Iowa; and

WHEREAS, a public hearing was held concerning said applications and the annexation on January 8, 2026; and

WHEREAS, The land contained within this 100% voluntary annexation was also contained within the voluntary annexation area previously approved by this City Council as Resolution No. 24417 (known as the Southwest Annexation 2024). Southwest Annexation 2024 was approved by the State of Iowa, City

Development Board, however is currently on appeal. As a result, the Southwest Annexation 2024 is not finalized; and

WHEREAS, it is in the best interest of the City and public that said property be annexed into the City of Norwalk, at this time;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The Annexation Agreements received from the property owners identified in Exhibit "B" are hereby approved.

Section 2. The Applications for Voluntary Annexation are hereby approved and said property depicted in Exhibit "A" and described in Exhibit "B" shall be annexed into the City of Norwalk, Iowa, in accordance with Chapter 368, Code of Iowa, and such property shall hereinafter become and be a part of the City of Norwalk, Iowa.

Section 3. The following parcels within the annexation area shall be annexed with the zoning classification of M-2 TECHNOLOGY INDUSTRIAL DISTRICT:

Parcels within the annexation area owned by The Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia and Shawnda Lea Patterson legally described as;

The N ½ of the SE ¼ of Section 23, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa

And

The parcels within the annexation area owned by Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023 legally described as;

The West Half of the Northeast Quarter of the Northwest Quarter (W½ NE¼ NW¼) of Section Twenty-six (26);

AND

The North Half of the Northwest Quarter of the Northwest Quarter (N½ NW¼ NW¼) of Section Twenty-six (26);

AND

The Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Twenty seven (27); all in Township Seventy-seven (77) North, Range Twenty-five (25) West of the 5th P.M., Warren County, Iowa.

Section 4. A transitioning of City taxes is hereby approved for the imposition of city taxes against residential and ag property within the annexation area. The incremental exemption to the increase in taxes resulting from City taxes shall be gradually implemented in the following exempt percentages:

- (a) For the first and second years, seventy-five percent.
- (b) For the third and fourth years, sixty percent.
- (c) For the fifth and sixth years, forty-five percent.

(d) For the seventh and eighth years, thirty percent.

(e) For the ninth and tenth years, fifteen percent.

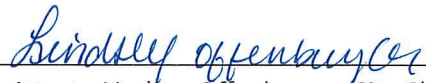
Section 5. The Mayor and the City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this annexation and are directed to proceed with submitting all necessary documents to the State of Iowa City Development Board.

Section 6. The City Clerk is further directed to file a certified copy of this Resolution, along with all required annexation materials, with the Warren County Auditor and Warren County Recorder.

Passed and approved this 8th day of January, 2026.



Tom Phillips, Mayor



Attest: Lindsey Offenburger, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Boerjan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuhl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meinecke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LEGAL DESCRIPTIONS OF PROPOSED VOLUNTARY ANNEXATION

PROPERTY OWNER: JERRY L. SHEPLER REVOCABLE TRUST

Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425, 15000260441, 15000270220, 15000230620, and 15000230624

The West Half of the Northeast Quarter of the Northwest Quarter (W ½ NE ¼ NW ¼) of Section Twenty-Six (26);

AND

The North Half of the Northwest Quarter of the Northwest Quarter (N ½ NW ¼ NW ¼) of Section Twenty-Six (26);

AND

The Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Twenty-Seven (27); all in Township Seventy-seven (77) North, Range Twenty-Five (25) West of the 5th P.M., Warren County, Iowa.

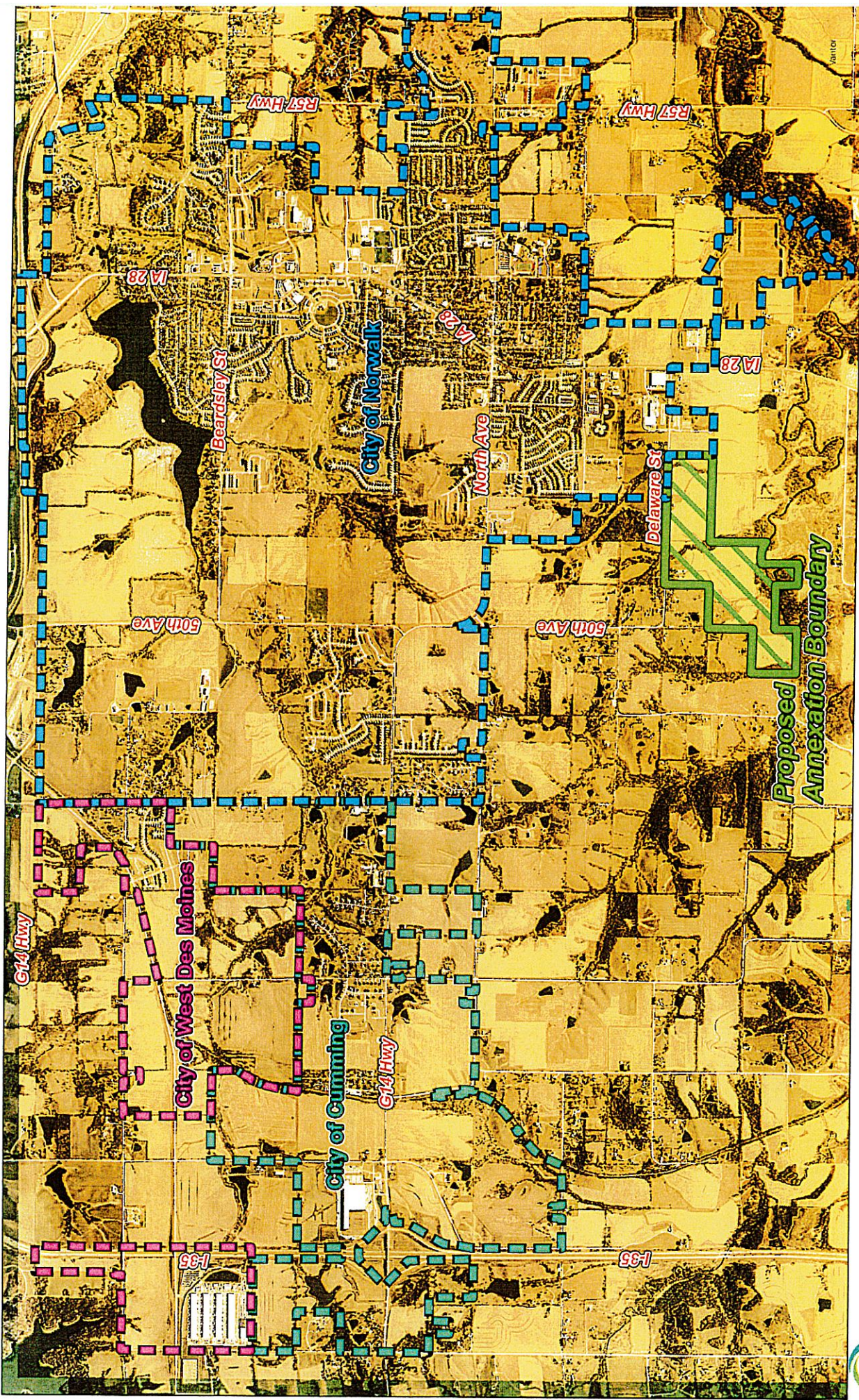
AND

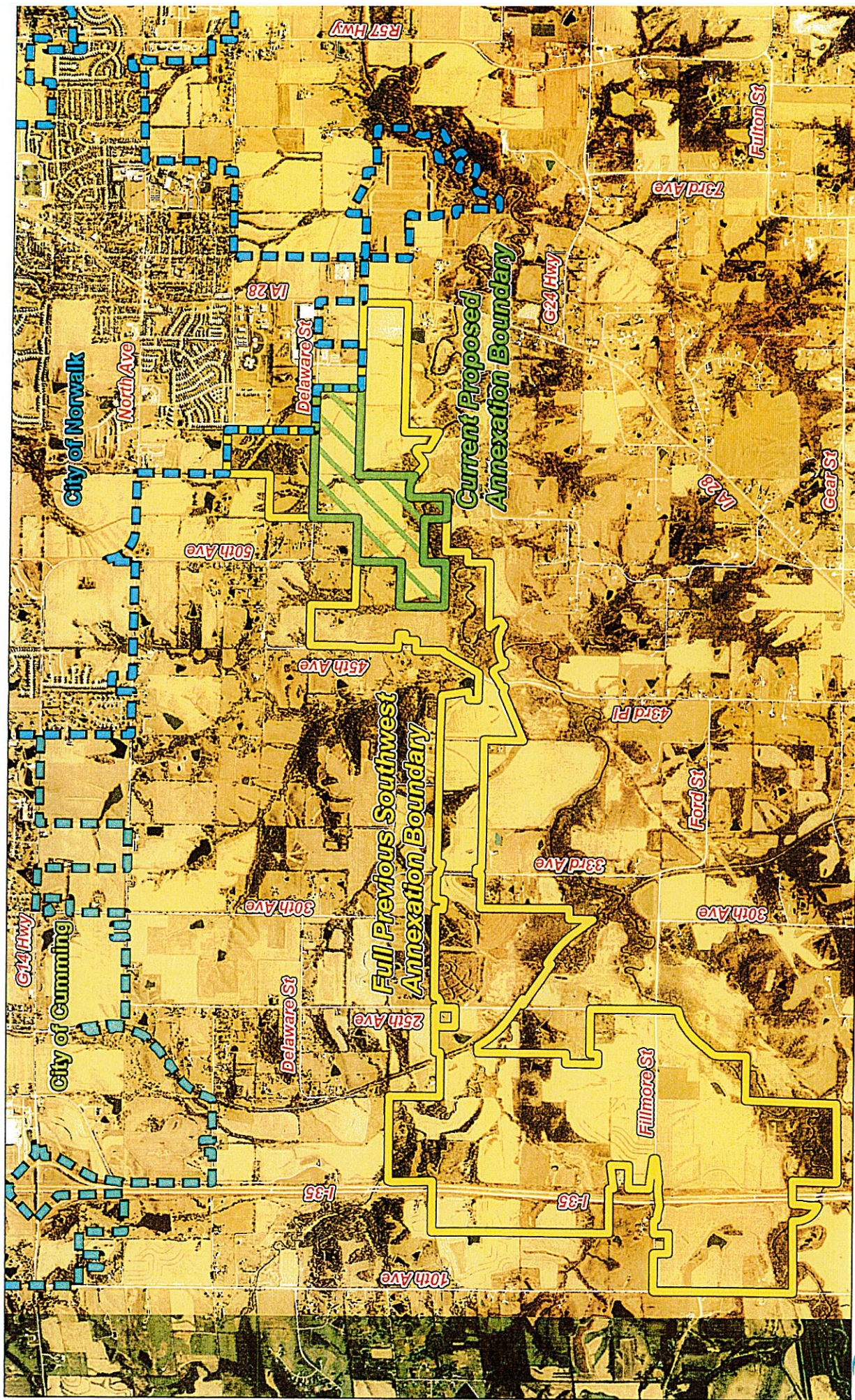
The East Half of the Southwest Quarter (E ½ SW ¼) and the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Twenty-Three (23), and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter (W ½ E ½ NE ¼ NW ¼) of Section Twenty-Six (26), that lies North of the center of the channel of North River, containing two (2) acres more or less and two and one fourth (2 ¼) acres out of the corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section Twenty-Six (26), commencing at North River, twenty-three (23) rods from the Northeast corner of the Northwest Quarter (NW ¼) of Section Twenty-Six (26); thence North to the Northeast corner of the Northwest Quarter (NW ¼) of Section Twenty-Six (26); thence West Twenty (20) rods; then South thirteen (13) rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township Seventy-seven (77) North, Range Twenty Five (25) West of the 5th P.M., Warren County, Iowa.

PROPERTY OWNER: RAYMOND F. PATTERSON REVOCABLE TRUST U/A/D OCTOBER 26, 2021, ANGELA PATTERSON GARGIA AND SHAWNDA LEA PATTERSON

Parcel Numbers: 15000230820 and 15000230840

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa.

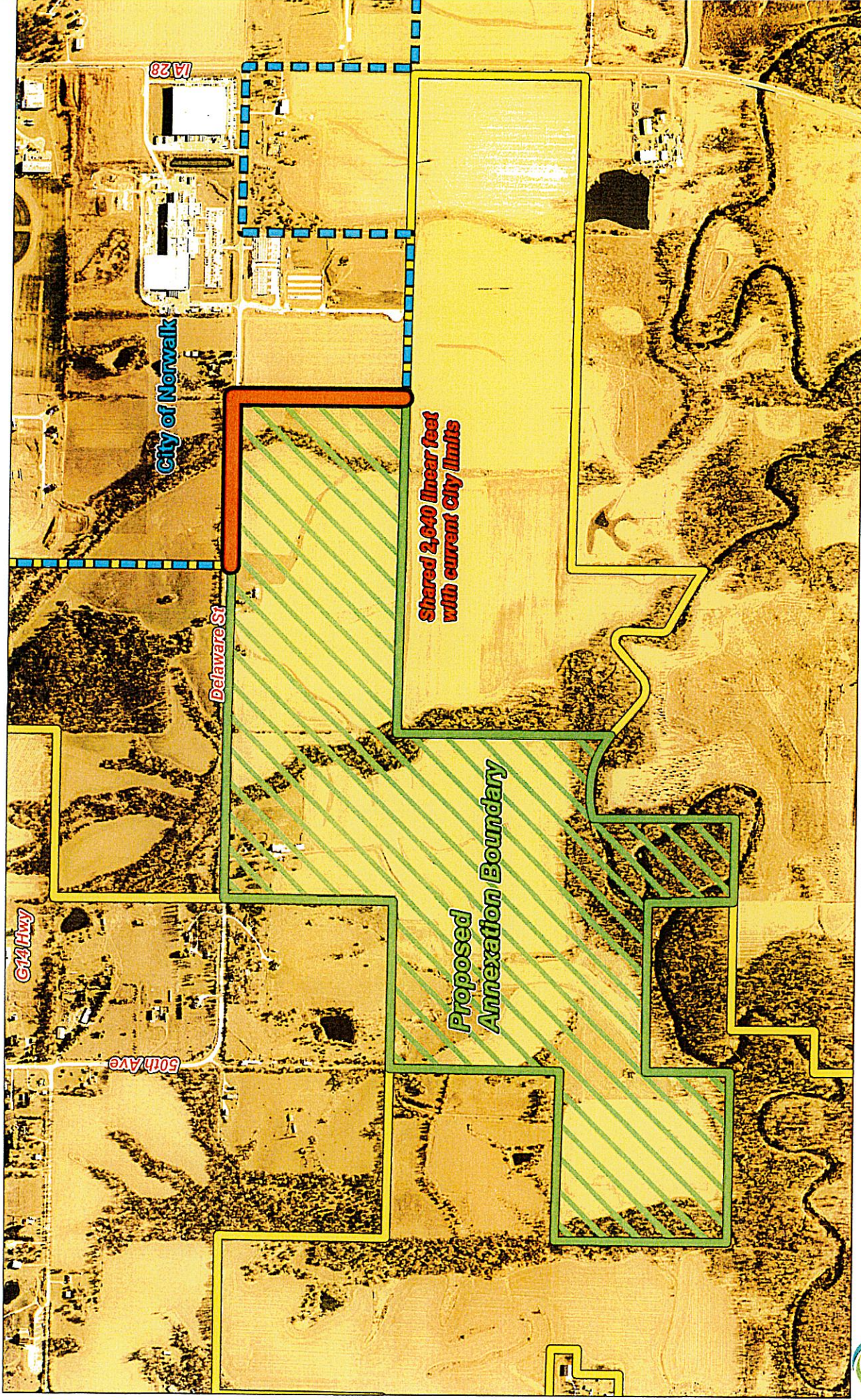




Date: 1/7/2026

City of Norwalk Annexation Context Map





614 Hwy

50th Ave

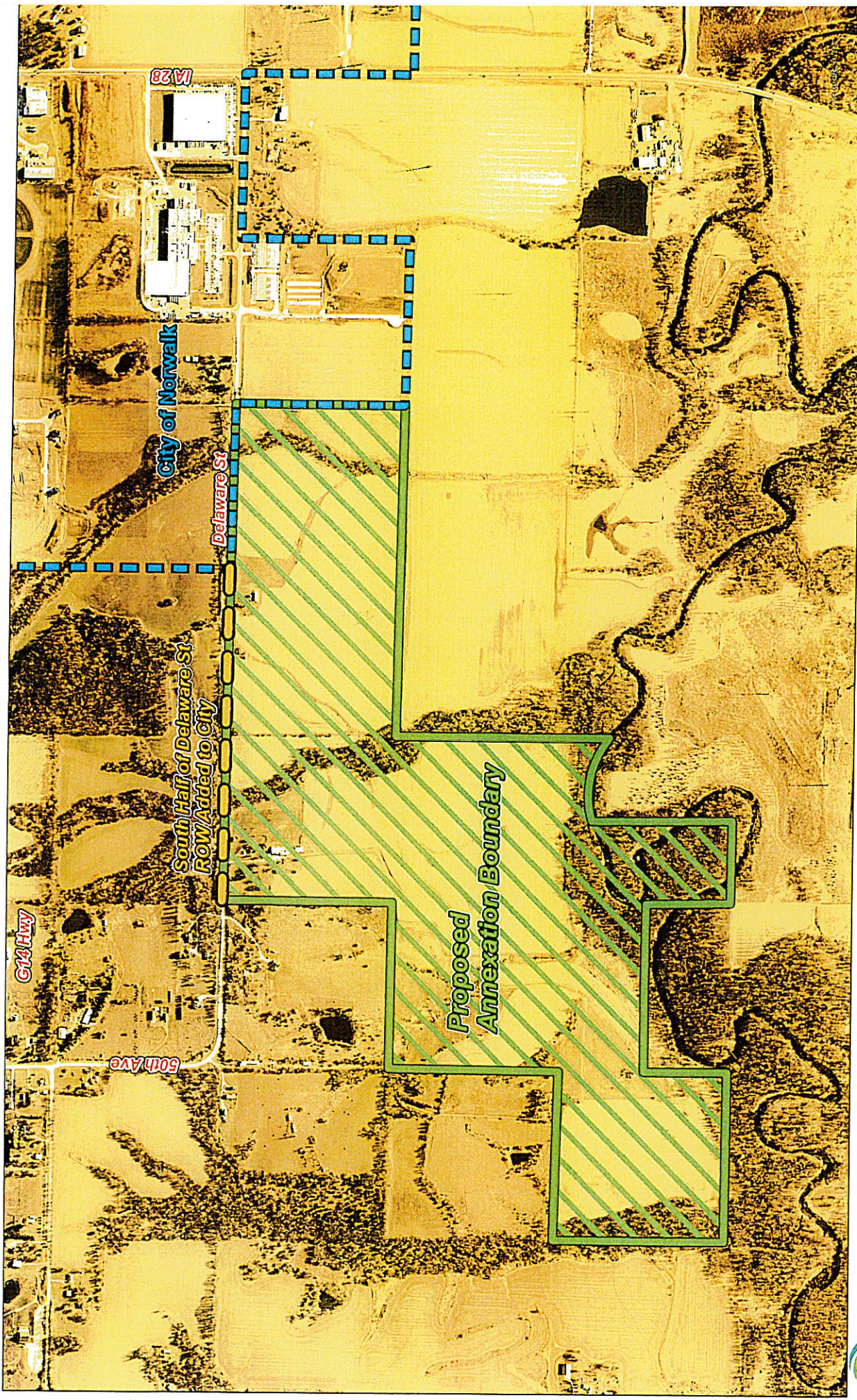
Delaware St

City of Norwalk

LA 28

Shared 2,640 linear feet
with current city limits

Proposed
Annexation Boundary



**MINUTES OF THE NORWALK REGULAR CITY COUNCIL MEETING
ON JANUARY 8, 2026**

(Minutes to be approved at the January 15, 2025 meeting)

This meeting of the City of Norwalk City Council, on January 8, 2026 was held electronically and in person. Attendees could access the meeting via Zoom or attend in person.

Mayor Phillips called the City Council meeting to order at 6:00 p.m. Present at roll call: Andy Boerjan, Jason Brown, Ed Kuhl, George Meinecke, and Kelsey Porter. (RC = roll call vote)

Staff present included: Jim Dougherty, City Attorney; Lindsey Offenburger, Director of Internal Operations/City Clerk; Kaylen Petullo, Deputy City Clerk; Kerri Keyte, Human Resources Director; Jennifer Porter, Fire Chief; Greg Staples, Police Chief; Joe Ballard, Assistant Public Works Director; Carissa Williams, Parks and Recreation Director; Hollie Zajicek, Economic Development Director; Luke Parris, Community Development Director; Jean Strable, Library Director; Tony Belizzi, City Engineer.

Pledge of Allegiance

Motion by Kuhl, seconded by Brown, to approve the agenda as presented, carried unanimously, voice vote.

Welcome of Guests and Public Comment

Consent Agenda

Motion by Meinecke, seconded by Boerjan, to approve the consent agenda which included: December 18, 2025 Minutes of the Regular City Council Meeting; Renewal Class C Retail Alcohol License for Cooper's Central Table & Cocktails; **Resolution 26001** to approve Pay Estimate No. 2 (Final), Change Order No. 2, and Certificate of Completion to Diamond Surface Inc. for the 50th Avenue Pavement Rehabilitation Project; **Resolution 26002** approving Supplemental Agreement No. 2 with Snyder & Associates for additional Engineering Services for the Public Works and Parks & Rec Storage Building

Project; **Resolution 26003** to approve Pay Estimate No. 6 (Final), Change Order No. 5, and Certificate of Completion to Eick & Day Construction for the Public Works and Parks & Rec Storage Building Project; **Resolution 26004** approving Engineering Services for the 2026 Street Patching Project; **Resolution 26005** approving the Wellmark Health Plan of Iowa, Inc. Entity Services HMO Agreement for the City of Norwalk Fire/EMS Department; Correspondence; Monthly Reports and Expenditures, carried unanimously, RC.

PAYEE	DESCRIPTION	AMOUNT	PAYEE	DESCRIPTION	AMOUNT
ACCESS TECHNOLOGIES INC	FAX PLAN	\$1,300.65	LIBERTY TIRE SERVICES LLC	TIRE RECYCLING	\$546.00
ASCENDANCE TRUCKS LLC	PLOW TRUCK REPAIRS	\$9,956.53	MACQUEEN EQUIPMENT LLC	2025 VACTOR 2100I COMBO SEWER CLEANER	\$469,415.85
BAKER GROUP	AIR SYSTEM REPAIR	\$841.59	MARTIN'S FLAG COMPANY, LLC	FIELDHOUSE COURTYARD PROJECT	\$4,850.00
BAMWX LLC	WEATHER FORECAST CONSULTING	\$2,958.00	MATHESON TRI-GAS, INC.	OXYGEN BOTTLE RENTAL	\$765.40
BERENS-TATE CONSULTING GROUP INC	2022A ARBITRAGE TESTING	\$3,000.00	MEGAN BERTELSEN	REFUND - EMS OVERPAYMENT	\$475.30
BIG GREEN UMBRELLA MEDIA INC	DEC 2025 NORWALK LIVING	\$943.00	METRO WASTE AUTHORITY	MONTHLY GARBAGE COLLECTION	\$88,082.54
BOLTON & MENK, INC	HWY 28 BEAUTIFICATION	\$1,052.50	MICROMARKETING ASSOCIATES	AUDIOBOOKS	\$724.70
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	\$522.73	MIDAMERICAN ENERGY	801 NORTH AVE	\$5,107.94
BOWEN DESIGN LLC	2025 FALL VOLLEYBALL TSHIRTS	\$179.60	MUNICIPAL SUPPLY	METERS AND PARTS	\$2,220.42
CAPITAL SANITARY SUPPLIES	PS CUSTODIAL SUPPLIES	\$209.19	NICK FRYE	UNIFORMS - FRYE	\$52.22
CARTER PRINTING CO., INC.	ENVELOPES	\$198.00	NORTH WARREN TOWN & COUNT	PUBLICATIONS	\$454.25
CHRISTOPHER JOHN BECKER	402 MAIN REPAIRS	\$4,000.00	ONENECK IT SOLUTIONS LLC	CITY WIDE PHONE SYSTEM	\$153.84
CHRISTOPHER SWAROFF	REFUND - EMS OVERPAYMENT	\$308.44	PENWORTHY COMPANY	BOOKS	\$236.63
CINTAS	WINTER FLOOR MATS - FIELDHOUSE	\$340.17	PFM FINANCIAL ADVISORS LL	CIWW 2025A DEBT ISSUE FEES	\$22,649.25
CITY OF WEST DES MOINES	WESTCOM PAYMENT	\$275,855.86	RAFE ALBERS	UNIFORMS - ALBERS	\$285.69
CITY SUPPLY CORPORATION	LIBRARY TOILET REPAIRS	\$135.00	RON DOWNING	REIMBURSEMENT GLASSES DOWNING	\$250.00
CONWAY SHIELD	10 PAIR OF GLOVES	\$1,527.50	SMITH'S SEWER SERVICE	CH PREVENTATIVE MAINTENANCE	\$318.00
CORTUM FAMILY FARMS LLC	PAYMENT 2 OF 3 - LOSS OF FUTURE USE - LESS MANHOLE EXPENSE	\$2,300.00	SNYDER & ASSOCIATES INC	CHERRY PKWY WIDENING	\$2,113.00
DEJAH ROMAN	PRESENTER FEE	\$80.00	SPOCK'S SANCTUARY	PRESENTER FEES	\$99.00
DENNIS BARBER	PEDDLER PERMIT BOND REIMB.	\$200.00	STATE OF IOWA DEPARTMENT OF	LATE FEE FOR LICENSE	\$400.00

			INSPECTIONS		
DIAMOND SURFACE INC	50TH AVE PAVEMENT REHABILITATION	\$93,245.44	STRATUS BUILDING SOLUTIONS	CLEANING SERVICES	\$1,196.00
EICK & DAY CONSTRUCTION LLC	PW PS STORAGE BLDG	\$25,199.96	STRYKER MEDICAL	COT BATTERIES	\$3,966.50
FIRST RESPONDER SUPPLY LLC	HOLSTER - WALLACE	\$223.24	TK CONCRETE	CHERRY PARKWAY WIDENING PROJECT	\$16,285.84
FOTH INFRASTRUCTURE & ENVIRONM, LLC	50TH AVE PAVEMENT REHABILITATION	\$41,619.00	TRANE U.S. INC	TRANE SERVICE AGREEMENT	\$1,790.00
GALLS LLC	UNIFORMS - DELANEY	\$2,228.44	ULINE	PALLET RACKS PW PR STORAGE BLDG	\$10,447.84
GOPHER SPORT	15 NEW BASKETBALLS - LITTLE HOOPERS	\$172.88	UNITYPOINT HEALTH	PHYSICAL - HAGEMAN	\$210.00
GRAYBAR	PW PR STORAGE BLDG	\$317.60	CAROL BUHRMAN	UTILITY DEPOSIT REFUND	\$8.50
GREATER DES MOINES CONVENTION AND VISITO	CATCH DM	\$158.22	DALUCE PROPERTIES LLC	UTILITY DEPOSIT REFUND	\$75.55
GREGG YOUNG	POLICE VEHICILE REPAIR	\$5,265.02	JULIE JORDAN	UTILITY DEPOSIT REFUND	\$28.69
HAWKEYE TRUCK EQUIPMENT	PLOW PARTS	\$294.45	KATIE MEINECKE	UTILITY DEPOSIT REFUND	\$6.53
HEARTLAND SPORTS PROPERTIES	OVERPAYMENT REFUND: RESTROOM	\$445.25	PHILLIP DOAK	UTILITY DEPOSIT REFUND	\$100.00
HOLLY JOHANSON	GLASSES REIMB	\$250.00	ROSEMARY HOOVER	UTILITY DEPOSIT REFUND	\$15.60
HUTCHINSON SALT COMPANY	SALT FOR ROADS	\$34,820.56	LAURA VANZANTE	UTILITY REFUND	\$52.85
INGRAM LIBRARY SERVICES LLC	BOOKS	\$3,872.43	VEENSTRA & KIMM INC.	OER - BLOOMING HEIGHTS PLAT 5	\$37,375.90
IOWA DEPARTMENT OF PUBLIC SAFETY	IOWA SYSTEM OCT 25 - DEC 25	\$1,743.00	WHKS	LEGACY AREA STREET MAINTENANCE	\$1,245.57
IOWA ONE CALL	LOCATION SERVICES	\$737.00	WT COX	MAGAZINE SUBSCRIPTIONS	\$1,117.93
JAMES OIL COMPANY LLC	GASOHOL & STATE TAX	\$8,112.16	ZIEGLER INC.	CUTTING EDGES	\$306.22
JONATHAN MAY	PRESENTER DEPOSIT	\$90.00	ZOTUNG CLEANING LLC	PD RUG CLEANING	\$300.00
JP PARTY RENTALS LLC	DEPOSIT FOR RENTAL	\$400.37		TOTAL	\$1,199,039.59
KRM DEVELOPMENT LLC	REFUND FOR CHANGE IN SQ FOOTAGE	\$206.26			

Public Hearing regarding an Amendment to the Brody's Landing Planned Unit Development regarding bulk regulations for decks.

Mayor Phillips opened the public hearing at 6:02 p.m. Luke Parris presented the project. Kaylen Petullo reported receiving no oral or written comments. Mayor Phillips closed the public hearing at 6:04 p.m.

Motion by Porter, seconded by Kuhl to pass the first reading of an Ordinance amending the Official Zoning map of the City of Norwalk, Iowa by amending the Brody's Landing Planned Unit Development regarding bulk regulations for decks in Land Use Parcels C, D, and E. Motion carried unanimously, RC.

Public Hearing on the proposed annexation of approximately 282 acres of property southwest of the City of Norwalk.

Mayor Phillips opened the public hearing at 6:05 p.m. Jim Dougherty presented the project. Kaylen Petullo reported receiving no oral or written comments.

Zane Henley, 5220 Delaware St. spoke questioning how to keep up with the future development of this land. Jim Dougherty praised him for attending the meeting and recommended following future agendas and meetings to voice opinions on development.

Matthew Clark - 4208 45th Ave voiced his approval of the proposed annexation.

Mayor Phillips closed the public hearing at 6:16 p.m.

Motion by Boerjan, seconded by Porter to approve **Resolution 26006** approving landowner applications approving the voluntary annexation of property southwest of the City of Norwalk, carried unanimously, RC.

Motion by Meinecke, seconded by Boerjan to approve **Resolution 26007** initiating rezoning, referring the rezoning proposal to the Norwalk Planning & Zoning Commission and setting a Public Hearing regarding the proposed Amendment to the Orchard Hills Planned Unit Development related to R-4 High Density Residential and C-5 Traditional Neighborhood Commercial uses in PUD Parcels 1A and 1B, carried unanimously, RC.

Motion by Kuhl, seconded by Brown to approve **Resolution 26008** approving an increase to the City's Deferred Compensation Retirement Benefit for Non-Union Full-Time Employees, carried unanimously, RC.

Future Agenda Items

Motion by Brown, seconded by Boerjan to look into annexing Cumming. Motion failed on voice vote.

Motion by Porter, seconded by Boerjan to revisit golf cart use within City limits. Motion failed on voice vote.

Council Inquires and Staff Updates

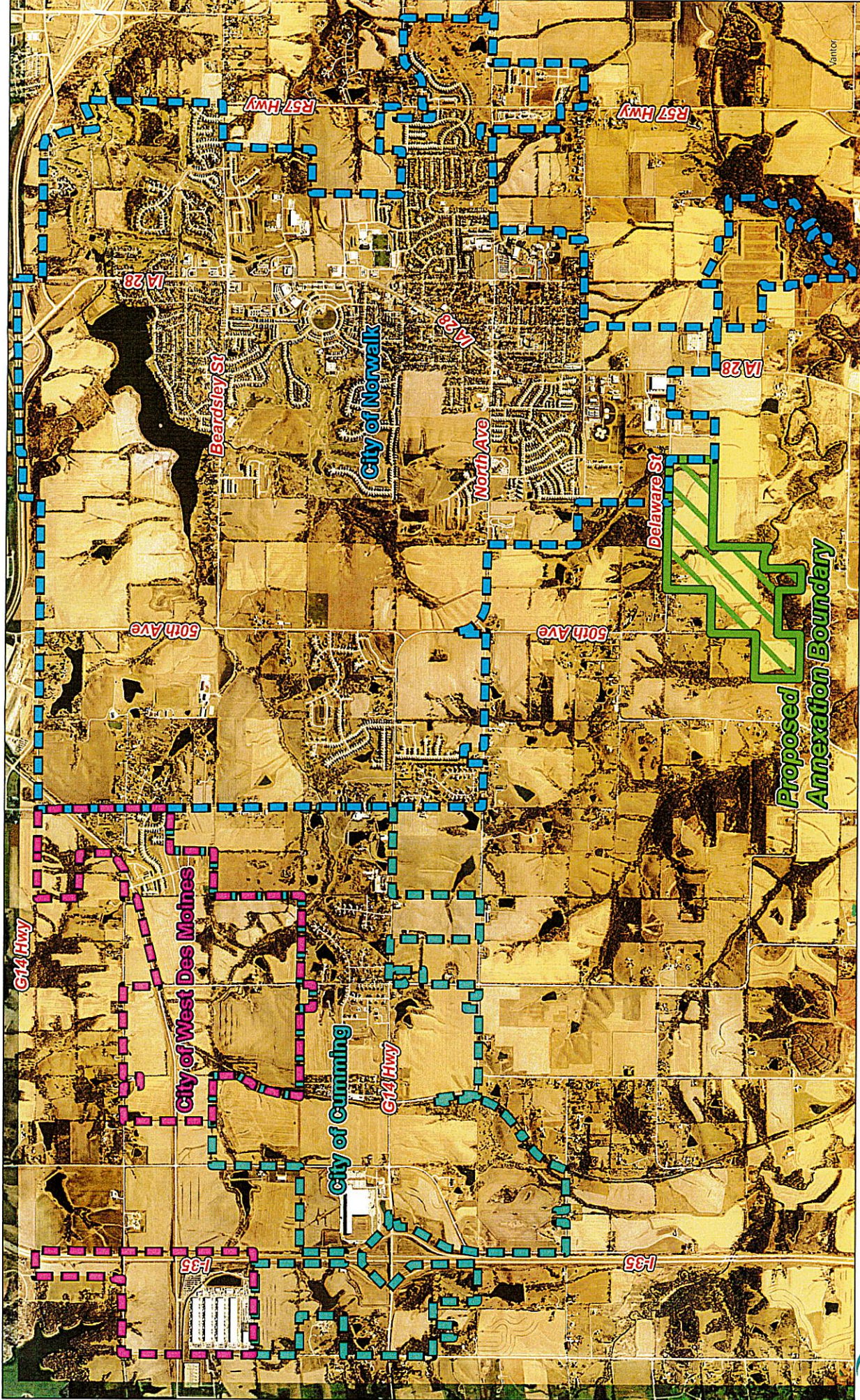
Motion by Kuhl, seconded by Boerjan to adjourn at 6:41 p.m., carried unanimously, voice vote.

Tom Phillips, Mayor

Lindsey Offenburger, City Clerk



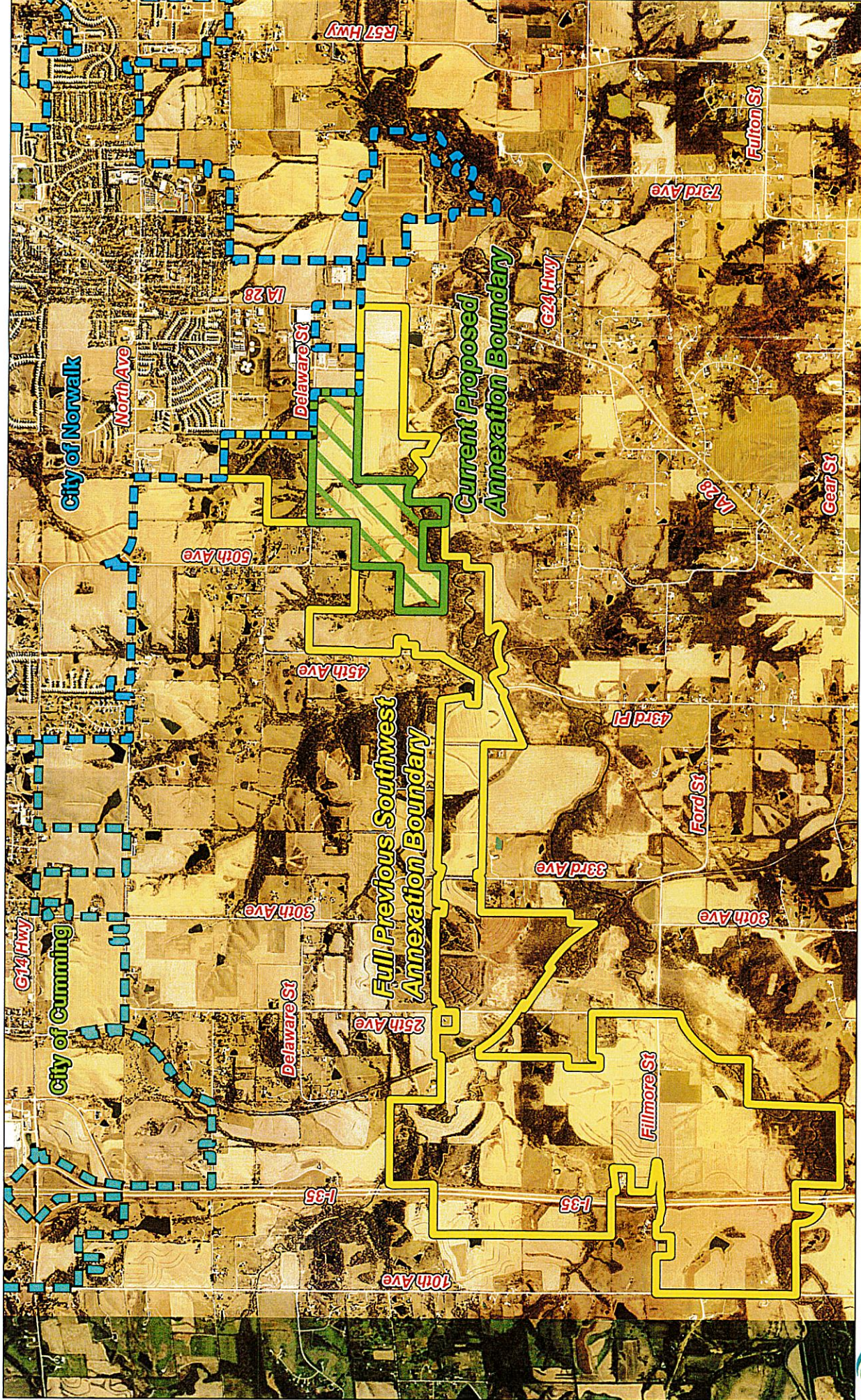
**MAPS OF THE TERRITORY
CLEARLY SHOWING THE
ENTIRE BOUNDARY OF THE
EXISTING CITY, THE ENTIRE
ANNEXATION TERRITORY,
ADJACENT ROADWAYS, THE
RELATIONSHIP OF THE
TERRITORY TO THE
ANNEXING CITY AND THE
RELATIONSHIP OF THE
TERRITORY TO THE
NEIGHBORING CITIES**

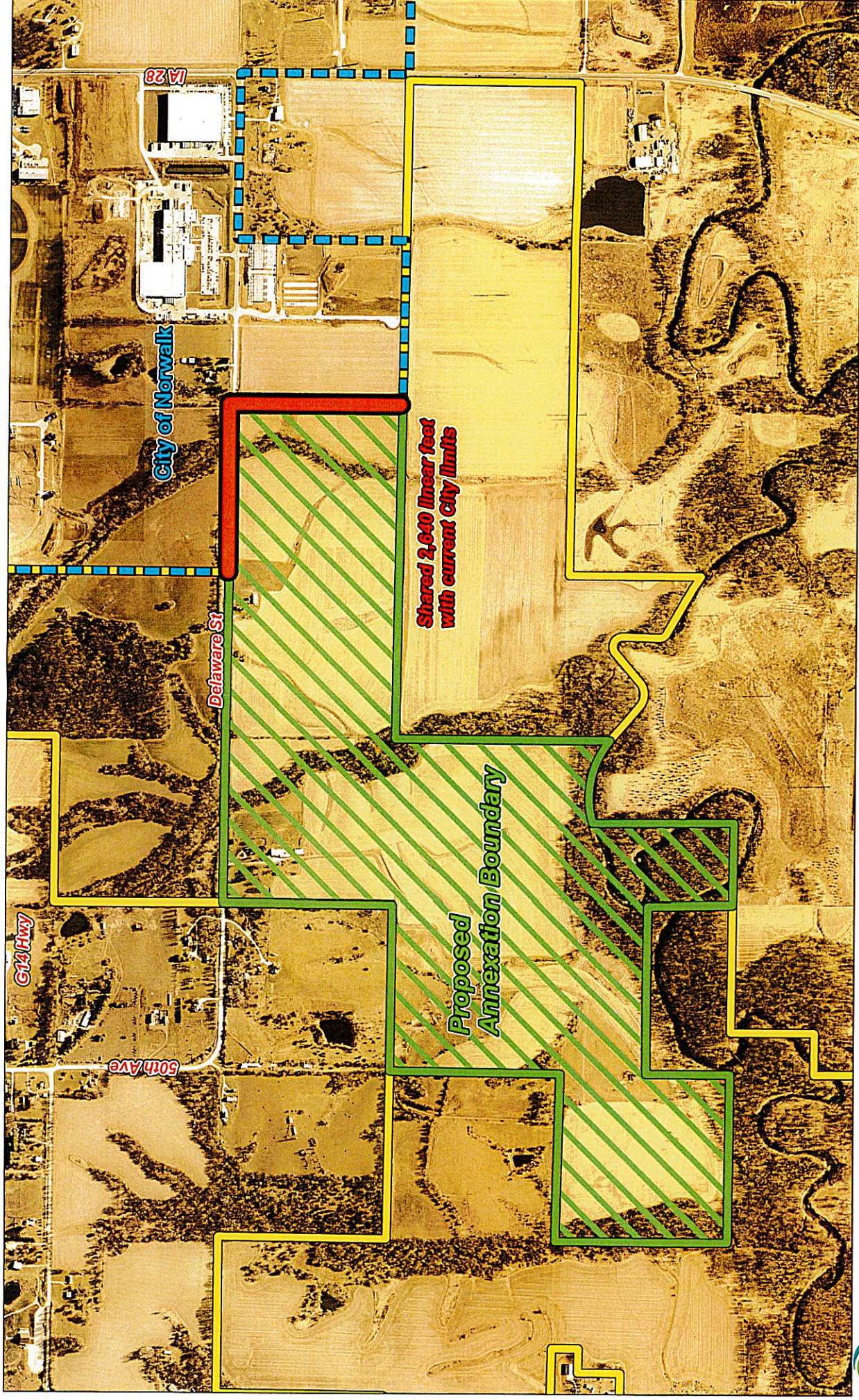


Date: 1/7/2026

city of norwalk Norwalk Annexation City Relationship Map

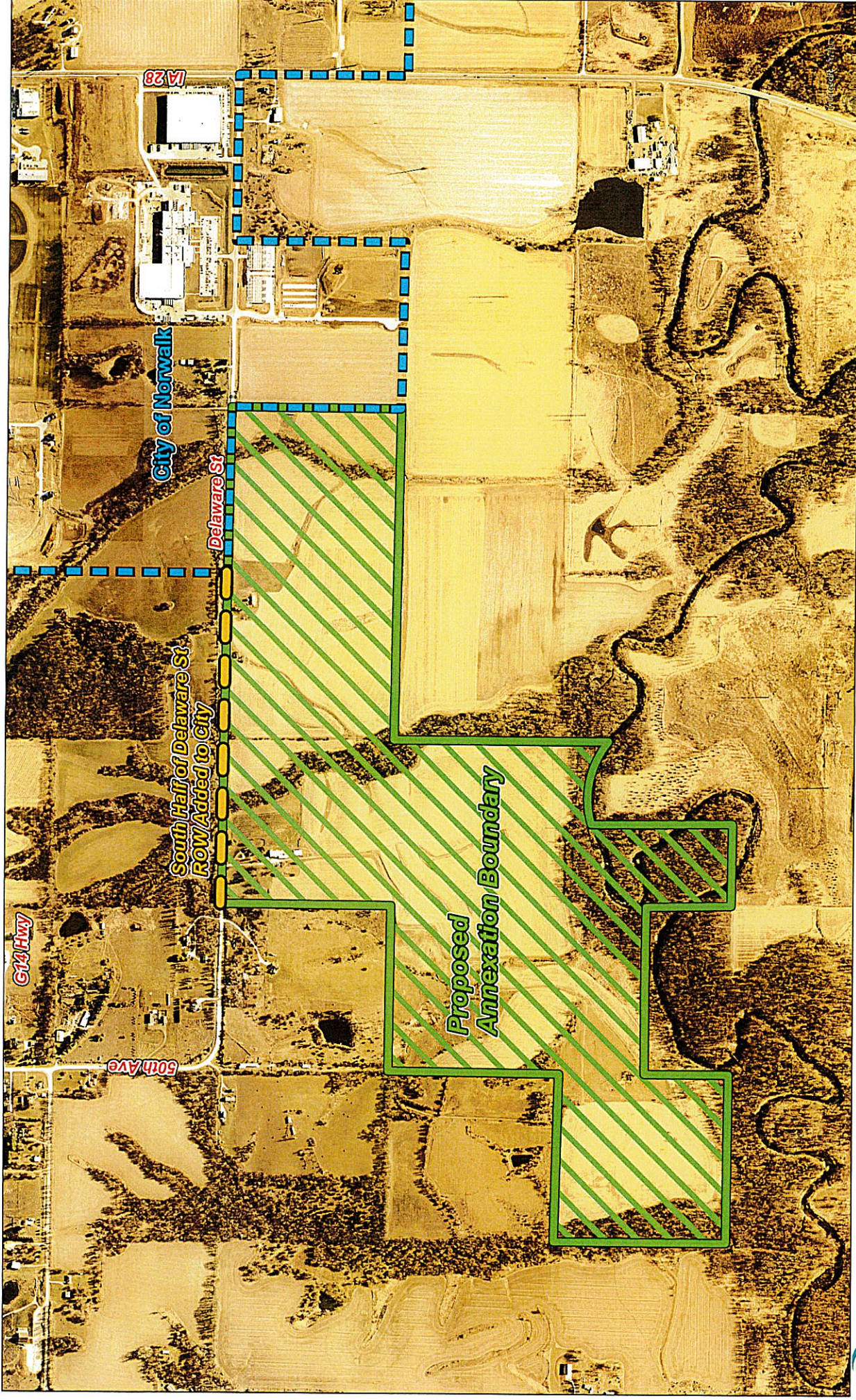






city of norwalk Norwalk Annexation Proposal

Date: 1/8/2026





**LEGAL DESCRIPTIONS OF
THE TERRITORY INCLUDING
CALCULATIONS OF THE
TOTAL NUMBER OF ACRES
BEING ANNEXED**

LEGAL DESCRIPTIONS OF PROPOSED VOLUNTARY ANNEXATION

PROPERTY OWNER: RAYMOND F. PATTERSON, AS TRUSTEE OF THE RAYMOND F. PATTERSON REVOCABLE TRUST U/A/D OCTOBER 26, 2021, ANGELA PATTERSON GARCIA AND SHAWNDA LEA PATTERSON
Address: 5678 Delaware Street, Norwalk, IA 50211

Parcel Numbers: 15000230840 and 15000230820

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa.

Total Acres = 77.58

PROPERTY OWNER: JERRY L. SHEPLER, TRUSTEE OF THE JERRY L. SHEPLER REVOCABLE TRUST DATED
DECEMBER 7, 2023
Address: 5302 Delaware Street, Norwalk, IA 50211

Parcel Numbers: 115000230680, 15000230660, 15000260422, 15000260425, 15000260441,
15000270220, 15000230620, AND 15000230624

The West Half of the Northeast Quarter of the Northwest Quarter (W1/2 NE1/4 NW1/4) of Section 26;
and

The North Half of the Northwest Quarter of the Northwest Quarter (N1/2 NW1/4 NW1/4) of Section 26;
and

The Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 27; all in Township 77 North,
Range 25 West of the 5th P.M., Warren County, Iowa; and

The East Half of the Southwest Quarter (E1/2 SW1/4) and the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 23, and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter (W1/2 E1/2 NE1/4 NW1/4) of Section 26, that lies North of the center of the channel of North River, containing 2 acres more or less and two and one fourth (2 ¼) acres out of the corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 26, commencing at North River, 23 rods from the Northeast corner of the Northwest Quarter (NW1/4) of Section 26; thence North to the Northeast corner of the Northwest Quarter (NW1/4) of Section 26; thence West 20 rods; thence South 13 rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa.

Total Acres = 204.25

GRAND TOTAL ACRES = 281.83



COPIES OF NOTICES AND PUBLICATIONS

AFFIDAVIT OF PUBLICATION

COPY OF NOTICE

Notice of Public Hearing and Notice of Application on the Proposed Annexation of Approximately 282 Acres of Property Southwest of the City of Norwalk on January 8, 2026 at 6:00 p.m. was published in North Warren Town and County News as follows:

First publication: December 18, 2025

Second publication: N/A

Third publication: N/A

Fourth publication: N/A

Printer's Fee: \$89.08

I, Sara Davis, do hereby state that I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct as I verily believe.

Signed: Sara Davis

on 12-18-25

**OFFICIAL PUBLICATION
NOTICE OF PUBLIC HEARING AND NOTICE OF
APPLICATION ON THE PROPOSED ANNEXATION OF
APPROXIMATELY 282 ACRES OF PROPERTY
SOUTHWEST OF THE CITY OF NORWALK**

The City of Norwalk has received 2 applications for Voluntary Annexation into the
r land in Warren County. The proposed area to be annexed is approximately
res.

Notice is hereby given that the City Council of the **City of Norwalk will hold
lic hearing at 6:00 p.m., on January 8, 2026**, during their regularly scheduled
ng at the Norwalk City Hall, 705 North Avenue, Norwalk, IA 50211, to consider
roposed annexation.

ons may express their opinion on the proposed annexation at the time and
of the public hearing. Opinions in writing must be submitted on or before the
of the public hearing to Lindsey Offenburger, City Clerk, 705 North Avenue,
walk, IA 50211. Upon conclusion of the public hearing, the City Council will take
on on the proposal.

ditional information regarding the proposed annexation may be obtained through
City Clerk's Office or by calling 515-981-0228.

Following is the legal description of the proposed annexation area:

PROPERTY OWNER: JERRY L. SHEPLER REVOCABLE TRUST
Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425,
000260441, 15000270220, 15000230620, and 15000230624

the West Half of the Northeast Quarter of the Northwest Quarter (W 1/2 NE 1/4 NW
of Section Twenty-Six (26);

ND
the North Half of the Northwest Quarter of the Northwest Quarter (N 1/2 NW 1/4 NW
of Section Twenty-Six (26);

ND
the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-
seven (27); all in Township Seventy-seven (77) North, Range Twenty-Five (25)
West of the 5th P.M., Warren County, Iowa.

AND
The East Half of the Southwest Quarter (E 1/2 SW 1/4) and the Southwest Quarter of
the Southwest Quarter (SW 1/4 SW 1/4) of Section Twenty-Three (23), and all that
part of the West Half of the East Half of the Northeast Quarter of the Northwest
Quarter (W 1/2 E 1/2 NE 1/4 NW 1/4) of Section Twenty-Six (26), that lies North of the
center of the channel of North River, containing two (2) acres more or less and two
and one fourth (2 1/4) acres out of the corner of the Northeast Quarter of the
Northwest Quarter (NE 1/4 NW 1/4) of Section Twenty-Six (26), commencing at North
River, twenty-three (23) rods from the Northeast corner of the Northwest Quarter
(NW 1/4) of Section Twenty-Six (26); thence North to the Northeast corner of the
Northwest Quarter (NW 1/4) of Section Twenty-Six (26); thence West Twenty (20)
rods; then South thirteen (13) rods; thence in a Southeasterly direction along said
North River to place of beginning, all in Township Seventy-seven (77) North, Range
Twenty Five (25) West of the 5th P.M., Warren County, Iowa.

**PROPERTY OWNER: RAYMOND F. PATTERSON REVOCABLE TRUST U/A/D
OCTOBER 26, 2021, ANGELA PATTERSON GARGIA AND SHAWNDA LEA
PATTERSON**
Parcel Numbers: 15000230820 and 15000230840

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West
of the 5th Principal Meridian, Warren County, Iowa.

This notice is given by order of the Council of the City of Norwalk, Iowa. Published
by order of the City of Norwalk, Iowa, on this 18th day of December, 2025.

Lindsey Offenburger
City Clerk



CERTIFICATE OF MAILING

I, Lindsey Offenburger, hereby certify that I mailed the following document(s):

Description of Document(s):

1. Notice of Application & Public Hearing for Annexation Letter
2. Legal Descriptions of Proposed Norwalk SW Annexation
3. Copies of Voluntary Annexation Applications
4. Norwalk Annexation Proposal Map

Recipient's Name(s) and Addresses:

- City of Cumming; PO Box 100; Cumming, IA 50061
- Affected Public Utility Company's
 - MidAmerican Energy Company; 666 Grand Ave; Des Moines, IA 50309
 - Warren Water District; 1204 East 2nd Ave; Indianola, IA 50125
 - Lumen Technologies, Inc.; 931 14th St; Denver, CO 80202
 - Verizon Business Services (MCI Communications Services LLC); 22001 Loudoun County Pkwy; Ashburn, VA 20147
 - AT&T Broadband H/ICI, LLC (Comcast of Indiana/Michigan, LLC); 1701 John F Kennedy Blvd; Philadelphia, PA 19103
 - Mediacom Iowa LLC; One Mediacom Way, Mediacom Park (Chester), NY 10918
 - U.S. Cellular Corp; 8410 W Bryn Mawr Ave; Chicago, IL 60631
 - T-Mobile; PO Box 37380; Albuquerque, NM 87176
 - CenturyLink (Centurytel of Chester, Inc); 931 14th St; Denver, CO 80202
- Warren County Board of Supervisors; 301 N. Buxton St., Suite 202; Indianola, IA 50125
- Des Moines Area MPO; 420 Watson Powell Jr. Pkwy, Suite 200; Des Moines, IA 50309
- Central Iowa Regional Transportation Planning Alliance; 939 Office Park Rd., Suite 306; West Des Moines, IA 50265

Method of Mailing:

USPS First-Class Mail

USPS Certified Mail

Tracking Numbers:

- City of Cumming - 9589071052702274201180
- MidAmerican Energy - 70142120000423944683
- Warren Water District - 70142120000423944690
- Lumen Technologies - 70142120000423944706
- Verizon Business Services - 70142120000423944713
- AT&T Broadband - 9589071052702274201128
- Mediacom Iowa - 9589071052702274201135
- US Cellular Corp - 9589071052702274201142
- T-Mobile - 9589071052702274201159
- Century Link - 9589071052702274201166
- Warren County Board of Supervisors - 9589071052702274201173
- Des Moines Area MPO - 9589071052702274201197
- Central Iowa Regional Planning Transportation Planning Alliance - 9589071052702274201203



Date of Mailing: December 8, 2025

I further certify that the document(s) listed above were properly addressed and deposited in a U.S. Postal Service mailbox or delivered to a U.S. Postal Service office on the date specified.

Sender's Information

Name: City of Norwalk, 705 North Avenue, Norwalk, IA 50211



Lindsey Offenburger, Director of Internal Operations



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

City of Cumming
PO Box 100
Cumming, IA 50061

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

The City of Norwalk has received 2 applications for Voluntary Annexation into the City for land in Warren County. The applications, legal descriptions, and map illustrating the location of the area to be annexed are enclosed with this notice. The proposed area to be annexed is approximately 282 acres.

Public notice is hereby given that the City Council of the City of Norwalk will hold a public hearing at 6:00 p.m., on January 8, 2026, during their regularly scheduled meeting at the Norwalk City Hall, 705 North Avenue, Norwalk, IA 50211, to consider this proposed annexation.

Persons may express their opinion on the proposed annexation at the time and place of the public hearing. Opinions in writing must be submitted on or before the time of the public hearing to Lindsey Offenburger, City Clerk, 705 North Avenue, Norwalk, IA 50211. Upon conclusion of the public hearing, the City Council will take action on the proposal.

Additional information regarding the proposed annexation may be obtained through the City Clerk's Office or by calling 515-981-0228.

Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
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Total Postage and	\$
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Postmark Here	
City of Cumming PO Box 100 Cumming, IA 50061	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

MidAmerican Energy Company
666 Grand Ave.
Des Moines, IA 50309

Re: Notice of Application and Public Hearing for Annexation

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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Sent To		
Street & or PO B		
City, Sta		
MidAmerican Energy Company		
666 Grand Ave.		
Des Moines, IA 50309		
PS Form 3800, July 2014		See Reverse for Instructions

7014 2120 0000 4000 2394 4683 8994



December 8, 2025

Warren Water District
1204 East 2nd Ave.
Indianola, IA 50125

Re: Notice of Application and Public Hearing for Annexation

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Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

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loffenburger@norwalk.iowa.gov

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Sent To		
Street & Apt. No., or PO Box No.		
City, State, ZIP+4		
Warren Water District		
1204 East 2nd Ave.		
Indianola, IA 50125		
PS Form 3800, July 2014		See Reverse for Instructions



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

Lumen Technologies, Inc.
931 14th Street
Denver, CO 80202

Re: Notice of Application and Public Hearing for Annexation

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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Restricted Delivery Fee (Endorsement Required)		
Total Postage		
Sent To	Lumen Technologies, Inc. 931 14th Street Denver, CO 80202	
Street & Apt. # or PO Box No		
City, State, Zi		
PS Form 3800, July 2014		See Reverse for Instructions



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

Verizon Business Services
(MCI Communications Services LLC)
22001 Loudoun County Parkway
Ashburn, VA 20147

Re: Notice of Application and Public Hearing for Annexation

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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Sent To	Verizon Business Services
Street & or PO E	(MCI Communications Services LLC)
City, St	22001 Loudoun County Parkway
	Ashburn, VA 20147
PS Form 3800, July 2014	
See Reverse for Instructions	

7014 2120 0004 471E
466E 2394 4000



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

AT&T Broadband H/ICI, LLC
(Comcast of Indiana/Michigan, LLC)
1701 John F Kennedy Blvd.
Philadelphia, PA 19103

Re: Notice of Application and Public Hearing for Annexation

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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	Philadelphia, PA 19103
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

Mediacom Iowa LLC
One Mediacom Way
Mediacom Park (Chester), NY 10918

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

The City of Norwalk has received 2 applications for Voluntary Annexation into the City for land in Warren County. The applications, legal descriptions, and map illustrating the location of the area to be annexed are enclosed with this notice. The proposed area to be annexed is approximately 282 acres.

Public notice is hereby given that the City Council of the City of Norwalk will hold a public hearing at 6:00 p.m., on January 8, 2026, during their regularly scheduled meeting at the Norwalk City Hall, 705 North Avenue, Norwalk, IA 50211, to consider this proposed annexation.

Persons may express their opinion on the proposed annexation at the time and place of the public hearing. Opinions in writing must be submitted on or before the time of the public hearing to Lindsey Offenburger, City Clerk, 705 North Avenue, Norwalk, IA 50211. Upon conclusion of the public hearing, the City Council will take action on the proposal.

Additional information regarding the proposed annexation may be obtained through the City Clerk's Office or by calling 515-981-0228.

Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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<p>Mediacom Iowa, LLC One Mediacom Way Mediacom Park (Chester), NY 10918</p>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

U.S. Cellular Corp.
8410 W Bryn Mawr Ave.
Chicago, IL 60631

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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Sent To: U.S. Cellular Corp.
8410 W. Bryn Mawr Ave.
Street and Ap: Chicago, IL 60631
City, State, Zi

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

T-Mobile
PO Box 37380
Albuquerque, NM 87176

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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City, State, ZIP	_____
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T-Mobile
PO Box 37380
Albuquerque, NM 87176



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

CenturyLink (Centurytel of Chester, Inc.)
931 14th Street
Denver, CO 80202

Re: Notice of Application and Public Hearing for Annexation

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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CenturyLink (Centurytel of Chester, Inc.)
931 14th Street
Denver, CO 80202

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Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

Warren County Board of Supervisors
301 North Buxton Street, Suite 202
Indianola, IA 50125

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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Warren County Board of Supervisors 301 N. Buxton St., Suite 202 Indianola, IA 50125	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

Des Moines Area MPO
420 Watson Powell Jr. Parkway, Suite 200
Des Moines, IA 50309

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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Des Moines Area MPO
420 Watson Powell Jr. Pkwy, Suite 200
Des Moines, IA 50309

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Lindsey Offenburger
Director of Internal Operations/City Clerk

December 8, 2025

Central Iowa Regional Transportation Planning Alliance
939 Office Park Road, Suite 306
West Des Moines, IA 50265

Re: Notice of Application and Public Hearing for Annexation

To Whom It May Concern:

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Sincerely,

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave
Norwalk, IA 50211

P: 515-981-0228 ext. 2230
loffenburger@norwalk.iowa.gov

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Post	\$
Sent To	Central Iowa Regional Transportation Planning Alliance
Street and	939 Office Park Rd., Suite 306
City, State,	West Des Moines, IA 50265
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

Postmark Here

LEGAL DESCRIPTIONS OF PROPOSED VOLUNTARY ANNEXATION

PROPERTY OWNER: JERRY L. SHEPLER REVOCABLE TRUST

Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425, 15000260441, 15000270220, 15000230620, and 15000230624

The West Half of the Northeast Quarter of the Northwest Quarter (W ½ NE ¼ NW ¼) of Section Twenty-Six (26);

AND

The North Half of the Northwest Quarter of the Northwest Quarter (N ½ NW ¼ NW ¼) of Section Twenty-Six (26);

AND

The Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Twenty-Seven (27); all in Township Seventy-seven (77) North, Range Twenty-Five (25) West of the 5th P.M., Warren County, Iowa.

AND

The East Half of the Southwest Quarter (E ½ SW ¼) and the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Twenty-Three (23), and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter (W ½ E ½ NE ¼ NW ¼) of Section Twenty-Six (26), that lies North of the center of the channel of North River, containing two (2) acres more or less and two and one fourth (2 ¼) acres out of the corner of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section Twenty-Six (26), commencing at North River, twenty-three (23) rods from the Northeast corner of the Northwest Quarter (NW ¼) of Section Twenty-Six (26); thence North to the Northeast corner of the Northwest Quarter (NW ¼) of Section Twenty-Six (26); thence West Twenty (20) rods; then South thirteen (13) rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township Seventy-seven (77) North, Range Twenty Five (25) West of the 5th P.M., Warren County, Iowa.

PROPERTY OWNER: RAYMOND F. PATTERSON REVOCABLE TRUST U/A/D OCTOBER 26, 2021,
ANGELA PATTERSON GARGIA AND SHAWNDA LEA PATTERSON

Parcel Numbers: 15000230820 and 15000230840

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa.

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City"), and Raymond F. Patterson, as Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia and Shawnda Lea Patterson (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of certain real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Subject Property is presently located entirely within Warren County, Iowa, and outside the corporate limits of any city; and

WHEREAS, the Subject Property is within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the city limits of the City conditioned upon the terms set forth in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, the Owners shall execute, contemporaneously herewith, an Application for Voluntary Annexation for annexation of the Subject Property into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

1. Consent. The Owners hereby voluntarily make application and consent to the Subject Property being annexed into the city limits of the City. An Application for Voluntary Annexation of the Subject Property is attached hereto as Exhibit "B". For the avoidance of doubt, the annexation that is the subject of this Agreement and the Application for Voluntary Annexation attached hereto as Exhibit "B" is separate from, and not a part of, conditioned on or otherwise associated with, that certain annexation that includes the Subject Property and certain other property that is the subject of that certain Annexation Agreement by and between the Owners and the City dated July 25, 2024, August 9, 2024, and September 9, 2024.

2. Transitional Taxes. The City will provide a transitional imposition of city property taxes for all residential properties in accordance with the maximum percentages allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).

3. Zoning. Upon annexation, the Subject Property will be zoned as M-2, General Technology Industrial District, pursuant to Section 175A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the M-2 zoning classification will allow for the continuation of all current uses being utilized on the Subject Property by the Owners until such

time as the Subject Property is platted or an industrial use is commenced on the Subject Property

In addition, the Owners and the City mutually acknowledge that the City has created the Norwalk Technology and Industry (NTI) Overlay District that may apply to the Subject Property and any existing or future projects thereon, subject to compliance with the eligibility criteria set forth in Norwalk Municipal Code §175C.05.3, in addition to the M-2 District.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner, then, upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on the portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law.

In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, there will be an irrefutable presumption that any "use" identified in Exhibit "C" for property owned by the same individual or entity will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, uses on property owned by the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A.15, there will be an irrefutable presumption that any "buildings" necessary to continue the uses identified in Exhibit "C" will be deemed to be currently constructed and in use on all property owned by the same individual or entity. With this irrefutable presumption, the construction of a building necessary to accommodate a use identified in Exhibit "C" shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, there shall be an irrefutable presumption that such damage shall be less than 60% of the structure replacement cost above the foundation. Therefore, there will be an irrefutable presumption that any structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A.15(6).

4. Waiver. The Owners waive their right to withdraw their application/consent to such annexation that is the subject of this Agreement and the Application for Voluntary Annexation attached hereto as Exhibit "B" pursuant to Section 368.7(1)(e) of the Iowa Code.

5. Agreement Binding. This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall

not be revoked, amended or modified except by mutual written consent of both parties (i.e., the City and the Owners) and IALCO Warren County Three, LLC, a Delaware limited liability company (“IALCO Three”).

6. Third-Party Rights. IALCO Three is and shall be a third-party beneficiary with respect to, and entitled to enforce by any and all available rights and remedies at law or in equity, the terms, provisions, obligations, covenants and conditions set forth herein.

Dated this ___ day of _____, 2025.

[signature pages follow]

OWNERS:

Raymond F. Patterson

Raymond F. Patterson, Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021

Angela Patterson Garcia

Shawnda Lea Patterson

[signature pages follow]

By: Raymond F. Patterson

Name: Raymond F. Patterson

Title: Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021

State of ~~Iowa~~ Arizona)
County of ~~Warren~~ Pinal)

ss:

On this 4th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond F. Patterson, the Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]

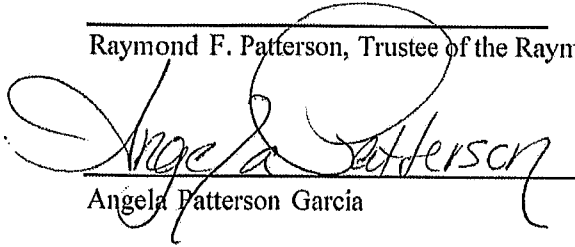
Notary Public in the State of ~~Iowa~~ Arizona



[signature pages follow]

OWNERS:

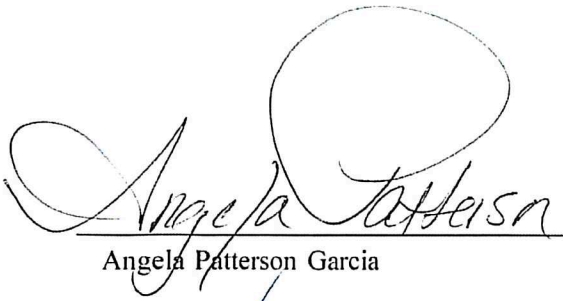
Raymond F. Patterson, Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021



Angela Patterson Garcia

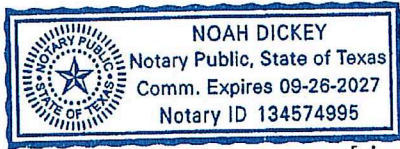
Shawnda Lea Patterson

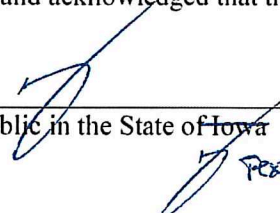
[signature pages follow]


Angela Patterson Garcia

State of ~~Iowa~~ ^{Texas})
County of ~~Warren~~ ^{Collin}) ss:

On this 6th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Angela Patterson Garcia, and acknowledged that they executed the same as their voluntary act and deed.






Notary Public in the State of ~~Iowa~~ ^{Texas}

[signature page follows]

OWNERS:

Raymond F. Patterson, Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021

Angela Patterson Garcia

A handwritten signature in cursive script that reads "Shawnda Lea Patterson". The signature is written in black ink and is positioned above a horizontal line.

Shawnda Lea Patterson

[signature pages follow]

Shawnda Lea Patterson

Shawnda Lea Patterson

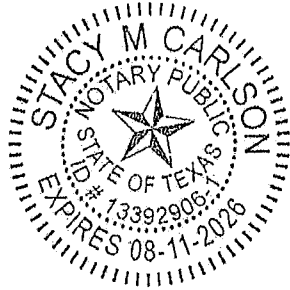
State of ~~Iowa~~ Texas)

) ss:

County of ~~Warren~~)

COLLIN

On this 04 day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Shawnda Lea Patterson, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in the State of ~~Iowa~~ Texas

THE CITY:

By: _____
Tom Phillips, Mayor

By: _____
Lindsey Offenburger, City Clerk

[signature page follows]

IALCO Three hereby executes this Agreement for purposes of its rights under, and agreeing to, Section 5 and Section 6 of this Agreement.

IALCO THREE:

IALCO WARREN COUNTY THREE, LLC,
a Delaware limited liability company

By: Matthew W. Spencer
Name: Matthew W. Spencer
Title: President

EXHIBIT "A"
Description of Subject Property

The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa.



EXHIBIT "B"
Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re: The North Half of the SE Quarter of Section 23, Township 77 North, Range 25 West of the 5th Principal Meridian, Warren County, Iowa; Parcel ID No.: 15000230820 and 15000230840; hereinafter collectively referred to as the "Property".

Raymond F. Patterson, the Trustee of the Raymond F. Patterson Revocable Trust U/A/D October 26, 2021, Angela Patterson Garcia and Shawnda Lea Patterson (collectively "Owners") hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk, Iowa.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of such Annexation Agreement.

[signature pages follow]

EXHIBIT "C"
Current Use Description

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, com, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATVs.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; round and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. Outdoor fuel storage allowed.
20. Outdoor storage.
21. Gravel driveway and parking areas.

ANNEXATION AGREEMENT

This Annexation Agreement is entered into by and between the City of Norwalk, Iowa, a municipal corporation (hereinafter referred to as the "City") and Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023 (hereinafter, referred to as "Owners").

WITNESSETH:

WHEREAS, Owners are the collective owners of record of real property described in the attached Exhibit "A" (hereinafter referred to as the "Subject Properties"); and

WHEREAS, the Subject Properties are presently located entirely within Warren County, Iowa, and outside the corporate limits of any other city; and

WHEREAS, the Subject Properties are within a proposed annexation area of the City; and

WHEREAS, the Owners desire to have the City annex the property into the Norwalk city limits conditioned upon the details as addressed in this Agreement; and

WHEREAS, in consideration of and reliance upon the commitments of the City contained herein, Owners shall execute, contemporaneously herewith, an Application for Annexation of their respective Subject Properties for annexation into the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, it is understood and agreed between the parties as follows:

- 1. Consent.** The Owners hereby voluntarily make application and consent to the Subject Properties being annexed into the City limits. A separate application for annexation for each respective property is attached hereto as Exhibit "B". For the avoidance of doubt, the annexation that is the subject of this Agreement and the application for annexation attached hereto as Exhibit "B" is separate from, and not a part of, conditioned on or otherwise associated with, that certain annexation that includes the Property and certain other property that is the subject of that certain Annexation Agreement by and between Owners and the City dated July 25, 2024, August 9, 2024, and September 9, 2024, and the Application for Voluntary Annexation submitted by the Owners and attached as Exhibit "B" thereto.
- 2. Transitional Taxes.** The City will provide a transitional imposition of city property taxes for all residential purposes in accordance to the maximum percentages

allowed by Iowa Code Sections 368.7(5) and 368.11(3)(m).

3. **Zoning.** Upon annexation, the Subject Properties will be zoned as M-2, General Technology Industrial District, pursuant to Section 1 75A.12, Norwalk Municipal Code. It is the intent of parties to this Agreement that the M-2 zoning classification will still allow for the continuation of and to the extent of all current uses being utilized on the respective properties by Owners until such time as each respective property is platted or an industrial zoning use is commenced in the future.

In addition, the Owners and the City mutually acknowledge that the City has created the Norwalk Technology and Industry (NTI) Overlay District that may apply to the Subject Property and any existing or future projects thereon, subject to compliance with the eligibility criteria set forth in Norwalk Municipal Code § 175C.05.3, in addition to the M-2 District.

If a parcel from, or a portion of, the Subject Property is rezoned in the future at the request of an owner of a specific parcel of property, then upon such rezoning, the parcel or specific property rezoned shall conform with the permitted uses provided for in the new zoning district.

If, however, any of the Subject Property is rezoned as a result of the initiation by the City, without the request or consent of the owner, all uses occurring on each portion of the Subject Property rezoned shall be presumptively deemed to be a legal nonconforming use under the provisions of applicable Iowa law.

In addition, with respect to the expansion of a non-conforming use as provided for in Norwalk City Ordinance § 175A.14, there will be an irrefutable presumption that any "use" identified in Exhibit "C" for property owned by the same individual or entity, will be deemed to be a "use" on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, uses on property of the same individual or entity may be freely moved, in whole or in part, to any other portion of a lot or parcel owned by the same individual or entity.

In addition, with respect to the expansion of a non-conforming use of buildings as provided for in Norwalk City Ordinance § 175A.15, there will be an irrefutable presumption that any "buildings" necessary to continue the uses identified in Exhibit "C", will be deemed to be currently constructed and in use on all property owned by the same individual or entity covered by this Agreement. With this irrefutable presumption, the construction of a building necessary to accommodate a use identified in Exhibit "C", shall not be deemed to be an enlargement, extension, reconstruction, alteration or relocation of a non-conforming structure. Lastly, if a structure or building allowed under the provisions of this Agreement is damaged in any way, there shall be an irrefutable presumption that such damage

shall be less than 60% of the structure replacement cost above the foundation. Therefore, there will be an irrefutable presumption that any structure provided for under the Agreement that is damaged will be able to be reconstructed under the provisions of Norwalk City Ordinance § 175A.15(6).

4. **Waiver; Withdrawal.** Owners waive their right to withdraw their application/consent to such annexation that is the subject of this Agreement and the application for annexation attached hereto as Exhibit "B" pursuant to Section 368.7(1)(e), of the Iowa Code.
5. **Agreement Binding.** This Agreement shall be binding on and shall inure to the benefit of all successors, assigns, executors, administrators and grantees of the parties and shall not be revoked, amended or modified except by mutual written consent of both parties (i.e., the City and Owners) and IALCO Warren County Two, LLC, a Delaware limited liability company ("IALCO Two").
6. **Third-Party Rights.** IALCO Two is and shall be a third-party beneficiary with respect to, and entitled to enforce by any and all available rights and remedies at law or in equity, the terms, provisions, obligations, covenants and conditions set forth herein.

Dated this _____ day of _____, 2025

[signature pages follow]

OWNERS:

By: Jerry L. Shepler
Name: Jerry L. Shepler
Title: Trustee of the Jerry L. Shepler Revocable Trust

[signature pages follow]

CITY OF NORWALK, IOWA:

Tom Phillips, Mayor

Lindsey Offenburger, City Clerk

[signature page follows]

IALCO Two hereby executes this Agreement for purposes of its rights under, and agreeing to, Section 5 and Section 6 of this Agreement.

IALCO TWO:

IALCO WARREN COUNTY TWO, LLC,
a Delaware limited liability company

By: Matthew W. Spencer
Name: Matthew W. Spencer
Title: President

EXHIBIT "A"

Description of Subject Properties

Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425,
15000260441, 15000270220, 15000230620, and 15000230624

The West Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of
Section Twenty-six (26);

AND

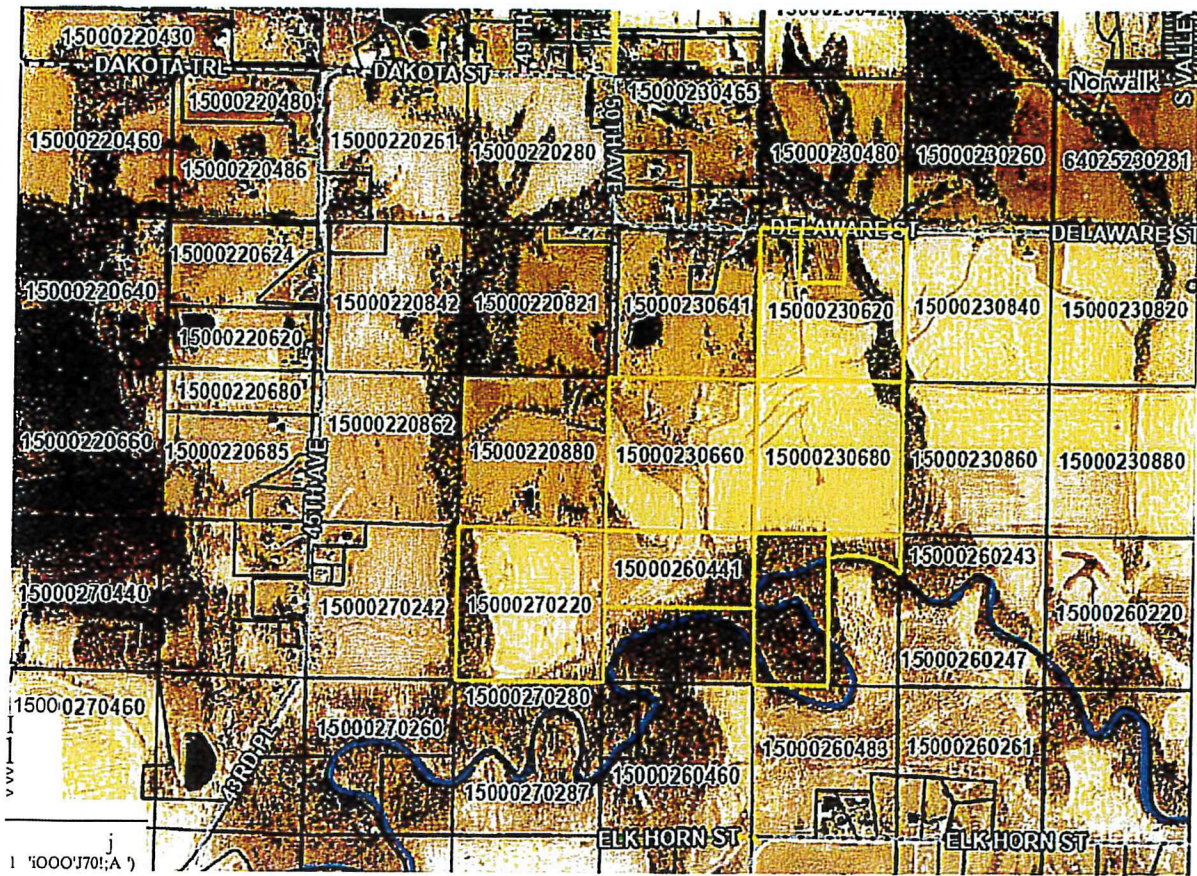
The North Half of the Northwest Quarter of the Northwest Quarter ($N\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) of
Section Twenty-six (26);

AND

The Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4} NE\frac{1}{4}$) of Section Twenty seven
(27); all in Township Seventy-seven (77) North, Range Twenty-five (25) West of the 5th
P.M., Warren County, Iowa.

AND

The East Half of the Southwest Quarter ($E\frac{1}{2} SW\frac{1}{4}$) and the Southwest Quarter of the
Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$) of Section Twenty-three (23), and all that part of the
West Half of the East Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} E\frac{1}{2}$
 $NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), that lies North of the center of the channel of
North River, containing two (2) acres more or less and two and one fourth ($2\frac{1}{4}$) acres
out of the corner of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4} NW\frac{1}{4}$) of
Section Twenty-six (26), commencing at North River, twenty-three (23) rods from the
Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence
North to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six
(26); thence West Twenty (20) rods; thence South thirteen (13) rods; thence in a
Southeasterly direction along said North River to place of beginning, all in Township
Seventy-seven (77) North, Range Twenty five (25) West of the 5th P.M., Warren
County, Iowa.



1 10001701;A)

EXHIBIT "B"

Application For Voluntary Annexation

To: City Council
City of Norwalk, Iowa
705 North Avenue
Norwalk, Iowa 50211

Re:

**Parcel Numbers: 15000230680, 15000230660, 15000260422, 15000260425, 15000260441,
15000270220, 15000230620, and 15000230624**

The West Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26);

AND

The North Half of the Northwest Quarter of the Northwest Quarter ($N\frac{1}{2} NW\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26);

AND

The Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4} NE\frac{1}{4}$) of Section Twenty seven (27); all in Township Seventy-seven (77) North, Range Twenty-five (25) West of the 5th P.M., Warren County, Iowa.

AND

The East Half of the Southwest Quarter ($E\frac{1}{2} SW\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$) of Section Twenty-three (23), and all that part of the West Half of the East Half of the Northeast Quarter of the Northwest Quarter ($W\frac{1}{2} E\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), that lies North of the center of the channel of North River, containing two (2) acres more or less and two and one fourth ($2\frac{1}{4}$) acres out of the corner of the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4} NW\frac{1}{4}$) of Section Twenty-six (26), commencing at North River, twenty-three (23) rods from the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence North to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-six (26); thence West Twenty (20) rods; thence South thirteen (13) rods; thence in a Southeasterly direction along said North River to place of beginning, all in Township Seventy-seven (77) North, Range Twenty five (25) West of the 5th P.M., Warren County, Iowa.

Hereinafter collectively referred to as the "Property".

Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023, (Owners), hereby states and warrants as follows:

1. Owners are the owners of the Property described above, exclusive of public rights-of-way. Owners seek to have the Property annexed into the City of Norwalk.
2. Owners hereby make application to the City of Norwalk, Iowa, to annex the Property subject to the terms of the Annexation Agreement to which this Application is attached.
3. This Application is binding upon Owners, their successors and assigns and cannot be revoked except according to the terms of such Annexation Agreement.

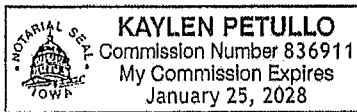
By: *Jerry L. Shepler*
Name: Jerry L. Shepler

Title: Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023

State of Iowa)
) ss:

County of Warren)

On this 20th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023, and acknowledged that they executed the same as their voluntary act and deed.



Kaylen Petullo
Notary Public in the State of Iowa

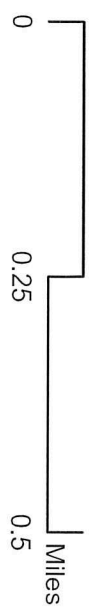
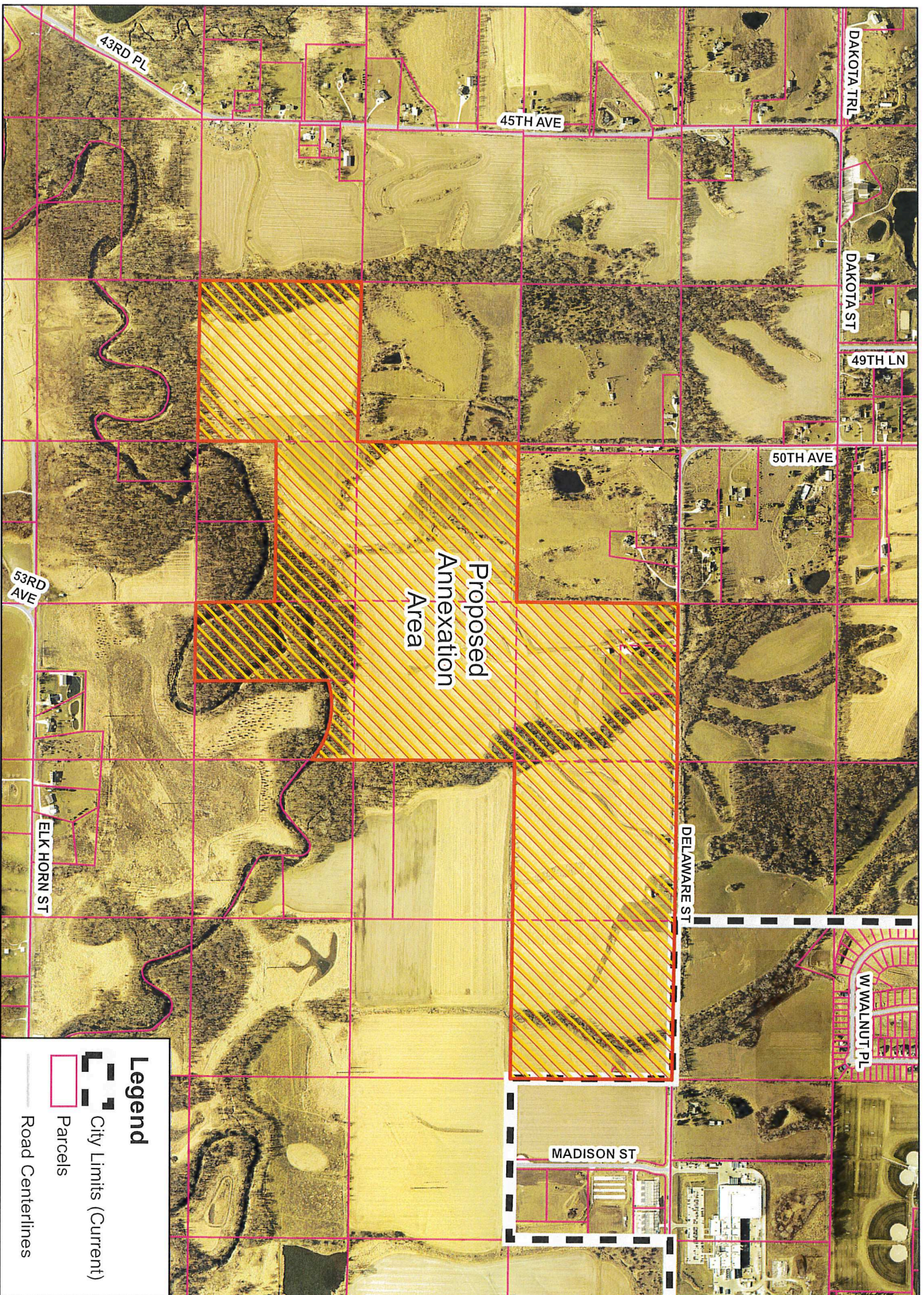
EXHIBIT "C"

Current Use Description

Property of Jerry L. Shepler, Trustee of the Jerry L. Shepler Revocable Trust dated December 7, 2023, referred to in this Agreement as the "Subject Properties":

1. Open burning.
2. The formation and use of compost piles.
3. The discharge of firearms, bow and arrows or other devices for the purpose of any hunting, including pheasant, quail, duck, geese, deer, coyote, rabbit, turkey or other animals or for target practice as allowed by state law.
4. The use of trapping equipment or other similar devices for the purpose of trapping coyote, raccoon, rabbit, or other animals as allowed by state law.
5. The use of farm equipment and machinery necessary for any use on the property.
6. Ponds and other bodies of water for the purpose of recreation, watering livestock and for the purpose of retaining groundwater runoff.
7. The growing of crops including, but not limited to, corn, beans, alfalfa, brome, wheat, residential grass (sod) for resale, etc.
8. The raising or grazing of cattle, horses, or other animals.
9. The usage of recreational vehicles including motorcycles, 4-wheelers, and ATV's.
10. The construction of a residential structure of the owner's choice.
11. Provision to construct pole sheds or buildings.
12. The raising, harvesting, drying, or storage of crops; the marketing of products at roadside stands or farm markets; the creation of noise, odor, dust, or fumes; the production, care, feeding, or housing of animals (not including commercial confinement operations) the handling, or application of manure or egg wash water; the operation of machinery; ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.
13. Wells in existence can remain.
14. Nothing herein shall permit the owners to place a livestock feedlot or confinement upon the property.
15. Equipment storage.
16. Not required to hook up to sewer or water systems.
17. Continued use of dwelling and shop for home-based business and allow for parking vehicles and equipment and storing of materials for business.
18. Barbed wire fence approved for agricultural use.
19. Outdoor fuel storage allowed.
20. Outdoor storage.
21. Gravel driveway and parking areas.

Proposed Annexation - Shepler & Patterson Land



Legend

City Limits (Current)

Parcels

Road Centerlines



SUMMARY OF THE TOTAL NUMBER OF ACRES WITHIN THE PROPOSED ANNEXATION TERRITORY; THE REASONS FOR THE ANNEXATION; CURRENT AND PROPOSED LAND USES IN THE TERRITORY; NEW MUNICIPAL SERVICES THAT WILL BE PROVIDED; AND STATEMENTS REGARDING PUBLIC, COUNTY, OR STATE LAND INCLUDED IN THE PROPOSED TERRITORY. ADDITIONALLY, A STATEMENT INDICATING WHETHER THE CITY HAS APPLIED SMART PLANNING PRINCIPLES TO THE TERRITORY AND, IF APPLICABLE, A DESCRIPTION OF HOW THE CITY HAS APPLIED, OR INTENDS TO APPLY, SMART PLANNING PRINCIPLES.



January 8, 2026

City Development Board
State of Iowa
1963 Bell Ave., Suite 200
Des Moines, IA 50315

Members of the City Development Board:

Statement of Proposed Annexation

1. Total acres: The City of Norwalk is proposing to annex 281.83 acres of territory as shown in the maps in the petition application.
2. Reason for annexation: The area to be annexed has been recognized as a future expansion area by the City of Norwalk identified in the City's current Comprehensive Plan. The annexation process commenced when development opportunities were presented to the City regarding a large tract of land. Furthermore, the City entered into a contract in December 2024 to install sewer infrastructure to service the proposed annexation area, which includes an initial investment of \$10 million for the installation of two miles of trunk sewer. \$1.4 million of these funds were contributed by Warren County in partnership for further development of the area.
3. Current and proposed land uses in the territory: The current use of the area is undeveloped agricultural land. According to the City's adopted Comprehensive Plan, the identified large project is intended to be zoned M-2 Technology Industrial District.
4. New municipal services that will be provided: The City of Norwalk currently provides Fire & EMS Service to the annexation territory through mutual aid agreements.
5. Statement regarding public, county, or state land included in the proposed territory: No public, county, or state land is included in the proposed territory. All roads wholly encompassed by the annexation area, or half of roads on the boundary of the annexation area that are currently Warren County Right-of-Way are included in the proposed annexation as well.



Lindsey Offenburger
Director of Internal Operations/City Clerk

6. Statement indicating whether the City has applied smart planning principles to the territory, and, if applicable, a description of how the City has applied, or intends to apply, smart planning principles: The City of Norwalk's 2042 Comprehensive Plan was developed in 2020-2022 and is the document that guides City growth and development decisions into the future. The Plan was developed within the context of the ten Iowa Smart Planning Principles. The Future Land Use Plan of the City considers land use growth that increases housing and occupational diversity within Norwalk and our growth areas, particularly in our southwest corridor which includes this annexation area. Through the annexation process, we have strived to be collaborative and transparent in our processes. Prior to our Comprehensive Plan, in 2018 the City hosted an informational session for land owners outside of the City but within areas identified to be studied for future growth. Additionally, we have reached out to neighboring communities, school districts, and townships to inform them of Norwalk's growth intentions and to garner support. Lastly, during infrastructure planning, we have engaged neighboring communities and affected retinol agencies to collaborate and inform how Norwalk's infrastructure investments will have a larger impact beyond the City.

Due to development interest, the City of Norwalk approached landowners about possible voluntary annexation. When the landowners reviewed the benefits of annexation and the potential impact upon value in marketability of their agricultural ground in the future, they were generally receptive to voluntary annexation. The proposed annexation includes 100% consenting property owners. It is public knowledge in the area that many of the landowners are already being approached by developers and being offered prices for their ground at a level much higher than anyone would have expected five years ago. It is also generally understood that the reason for this is the investment the City is making in infrastructure and planning.

Sincerely,

A handwritten signature in blue ink that reads "Lindsey Offenburger".

Lindsey Offenburger

Director of Internal Operations/City Clerk

Norwalk City Hall

705 North Ave.

Norwalk, IA 50211

P: 515-981-0228 ext. 2230

loffenburger@norwalk.iowa.gov



**AUDITORS VERIFICATION OF
OWNERSHIP AND LEGAL
DESCRIPTION FOR EACH
PROPERTY WITHIN THE
PROPOSED ANNEXATION
TERRITORY**



Lindsey Offenburger <loffenburger@norwalk.iowa.gov>

RE: Norwalk Annexation

1 message

Rodrigo Lacayo <rodrigol@warrencountyia.org>

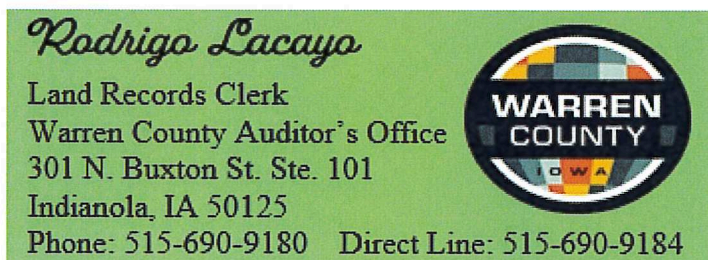
Wed, Dec 17, 2025 at 10:26 AM

To: Lindsey Offenburger <loffenburger@norwalk.iowa.gov>

Cc: Katie Swanson <katies@warrencountyia.org>, Kim Sheets <ksheets@warrencountyia.org>

Good morning Lindsey, the legals and the title holders on the properties have been verified, they are correct.

Thank you.

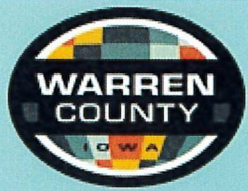


*Disclosure: As a courtesy to Warren County residents, the staff in the Auditor's Office will proofread legal descriptions as their time allows. However, Warren County is the second fastest growing county in the state of Iowa, with an estimated population of more than 57,000 residents. There will be times when the staff declines to help with proofreading. Please note that the Auditor's Office does not give legal advice regarding property matters.

From: Kim Sheets <ksheets@warrencountyia.org>**Sent:** Monday, December 15, 2025 11:48 AM**To:** Rodrigo Lacayo <rodrigol@warrencountyia.org>; Katie Swanson <katies@warrencountyia.org>**Subject:** FW: Norwalk Annexation

Kimberly Sheets

Warren County Auditor
Warren County Auditor's Office
301 N. Buxton St. Ste. 101
Indianola, IA 50125
Phone: 515-690-9180 Direct line: 515-690-9181



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From: Lindsey Offenburger <loffenburger@norwalk.iowa.gov>
Sent: Monday, December 15, 2025 11:18 AM
To: Kim Sheets <ksheets@warrencountyia.org>
Subject: Norwalk Annexation

Kim,

As you are aware, Norwalk is in the process of annexing around 3,200 acres of land southwest of the current city limits. That annexation is being delayed through the appeal process. Therefore, two landowners of the original annexation, Sheplers and Pattersons, would like to proceed with 100% voluntary annexation.

Part of this process is the City obtaining documentation from the County Auditor showing the Auditor has verified the accuracy and completeness of the legal description of the territory proposed to be annexed and verification of current ownership of the parcels included in the proposed territory. State Code requires that happen within 14 days of when the City provides that to the Auditor.

I've attached their annexation agreements that have their legal descriptions listed. They have not changed since the original annexation was sent to you for review.

If you have any questions, please let me know.

Thank you,



**Lindsey Offenburger, ICMC, CPM | Director of
Internal Operations/City Clerk**

a: City of Norwalk | 705 North Ave. | Norwalk, IA 50211
e: loffenburger@norwalk.iowa.gov | **w:** norwalk.iowa.gov
p: 515-981-0228 ext. 2230



**STATEMENT INDICATING
WHETHER THE TERRITORY IS
SUBJECT TO AN EXISTING
MORATORIUM AGREEMENT,
AND IF SO, WHETHER THE
PROPOSED ANNEXATION IS
CONSISTENT WITH THE
TERMS OF THE AGREEMENT**



Lindsey Offenburger
Director of Internal Operations/City Clerk

January 8, 2026

City Development Board
State of Iowa
1963 Bell Ave., Suite 200
Des Moines, IA 50315

Statement regarding Party to an existing Moratorium Agreement

Members of the City Development Board:

This letter serves to inform the State of Iowa, City Development Board that the City of Norwalk is not a party to any existing moratorium agreement entered into pursuant to Iowa Code Section 368.4.

As such, no such agreement restricts or affects the City's current annexation proposal.

Sincerely,

A handwritten signature in blue ink that reads "Lindsey Offenburger".

Lindsey Offenburger
Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave.
Norwalk, IA 50211
P: 515-981-0228 ext. 2230
loffenburg@norwalk.iowa.gov



**STATEMENT INDICATING
WHETHER STATE-OWNED
PROPERTY OR
COUNTY-OWNED ROAD
ROW HAS BEEN INCLUDED
IN THE PROPOSAL
PURSUANT TO IOWA CODE
SECTION 368.5 AND, IF SO,
CERTIFICATION THAT THE
CITY HAS COMPLIED WITH
THE NOTICE REQUIREMENT
OF THAT SECTION**



Lindsey Offenburger
Director of Internal Operations/City Clerk

January 8, 2026

State of Iowa
City Development Board
1963 Bell Ave., Suite 200
Des Moines, IA 50315

Statement of State-Owned Property and County-Owned Road Right-of-Way

Members of the City Development Board,

No state-owned property or county-owned road right-of-way has been included in the proposal. The roadway contained within the annexation is owned by the applicants.

Sincerely,

A handwritten signature in blue ink that reads "Lindsey Offenburger".

Lindsey Offenburger

Director of Internal Operations/City Clerk

*Norwalk City Hall
705 North Ave
Norwalk, IA 50211*

P: 515-981-0228 ext. 2230

loffenburger@norwalk.iowa.gov



**CERTIFICATION THAT THE
CITY HAS COMPLIED WITH
THE NOTICE REQUIREMENTS
OF THE IOWA CODE SECTION
368.7(3), INCLUDING PROOF
OF MAILING OF THE
APPLICATION AND
AFFIDAVIT OF PUBLICATION
OF THE REQUIRED PUBLIC
NOTICE**



Lindsey Offenburger
Director of Internal Operations/City Clerk

January 8, 2026

City Development Board
State of Iowa
1963 Bell Ave., Suite 200
Des Moines, IA 50315

Certification of Compliance with Iowa Code Section 368.7 - Notice and Hearing Requirements

Members of the City Development Board:

This letter certifies that the City of Norwalk has complied with all applicable notice and hearing requirements pursuant to Iowa Code Section 368.7, in connection with the proposed annexation.

In accordance with the statute, the City has completed the following:

1. **Proof of Mailing:** The City has provided written notice of the application to each city whose boundary adjoins the territory or is within two miles of the territory, to the board of supervisors of each county which contains a portion of the territory, each affected public utility, and to the regional planning authority of the territory. The notice was sent via Certified Mail on December 8, 2025, and proof of mailing has been documented and retained.
2. **Affidavit of Publication:** The City published the required public notice in the North Warren Town & County Newspaper, as per the requirements of Iowa Code Section 368.7. The public notice was published on December 18, 2025. An affidavit of publication has been obtained and is included with this certification for your records.
3. **Public Hearing:** The City held a public hearing on January 8, 2026 to provide an opportunity for residents and interested parties to offer comments or raise any concerns.

Attached to this letter are copies of the proof of mailing and the affidavit of publication as required by law.

Sincerely,

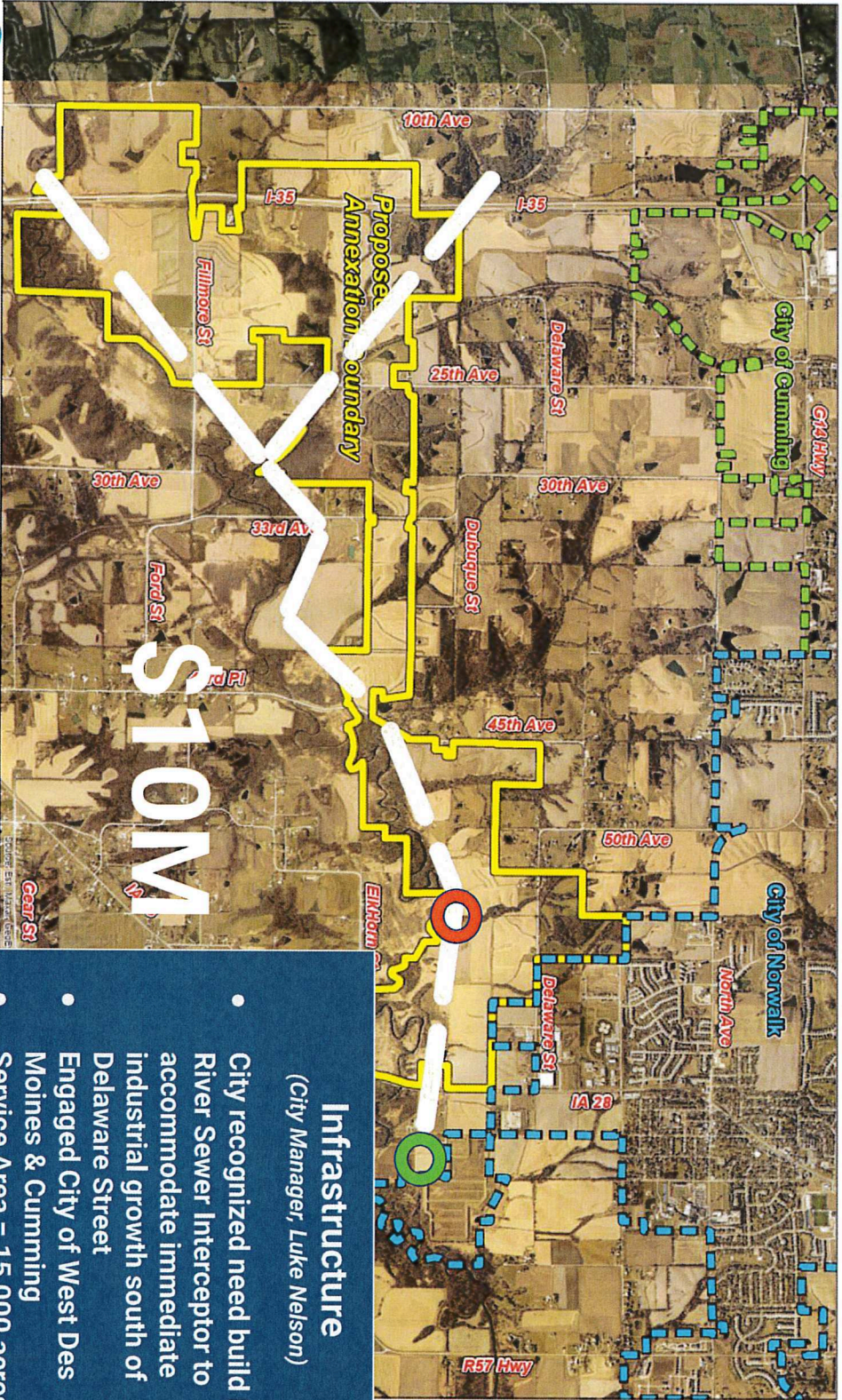

Lindsey Offenburger

Director of Internal Operations/City Clerk
Norwalk City Hall
705 North Ave.
Norwalk, IA 50211
P: 515-981-0228 ext. 2230
loffenburg@norwalk.iowa.gov

City Development Review Board

Southwest Corridor Planning
City of Norwalk

James Dougherty - Norwalk City Attorney
jdougherty@norwalk.ia.gov
515-981-0228



\$10M

norwalk **Norwalk Annexation Proposal Map**

Infrastructure
 (City Manager, Luke Nelson)

- City recognized need build Noth River Sewer Interceptor to accommodate immediate industrial growth south of Delaware Street
- Engaged City of West Des Moines & Cumming
- Service Area = 15,000 acres

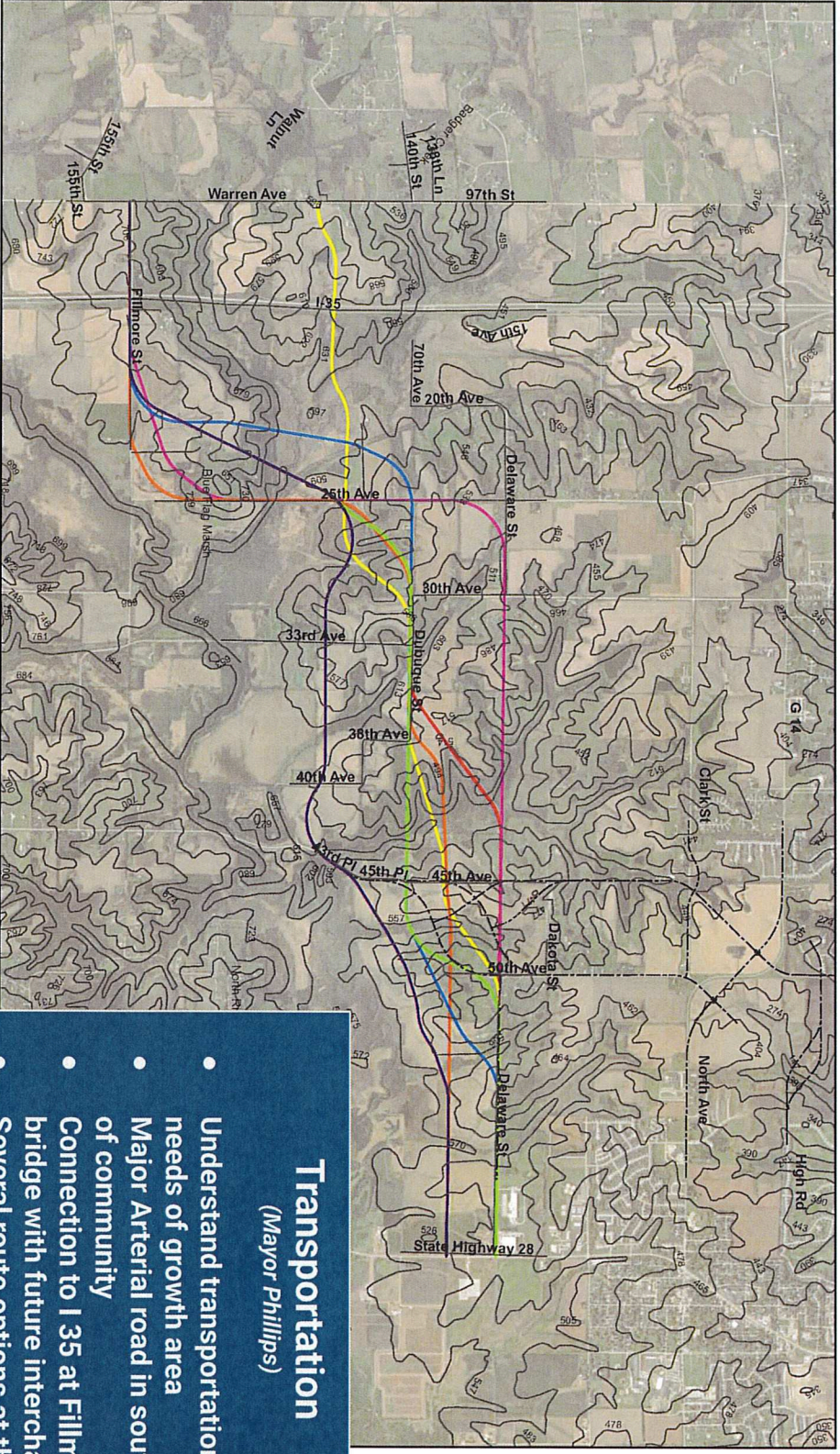


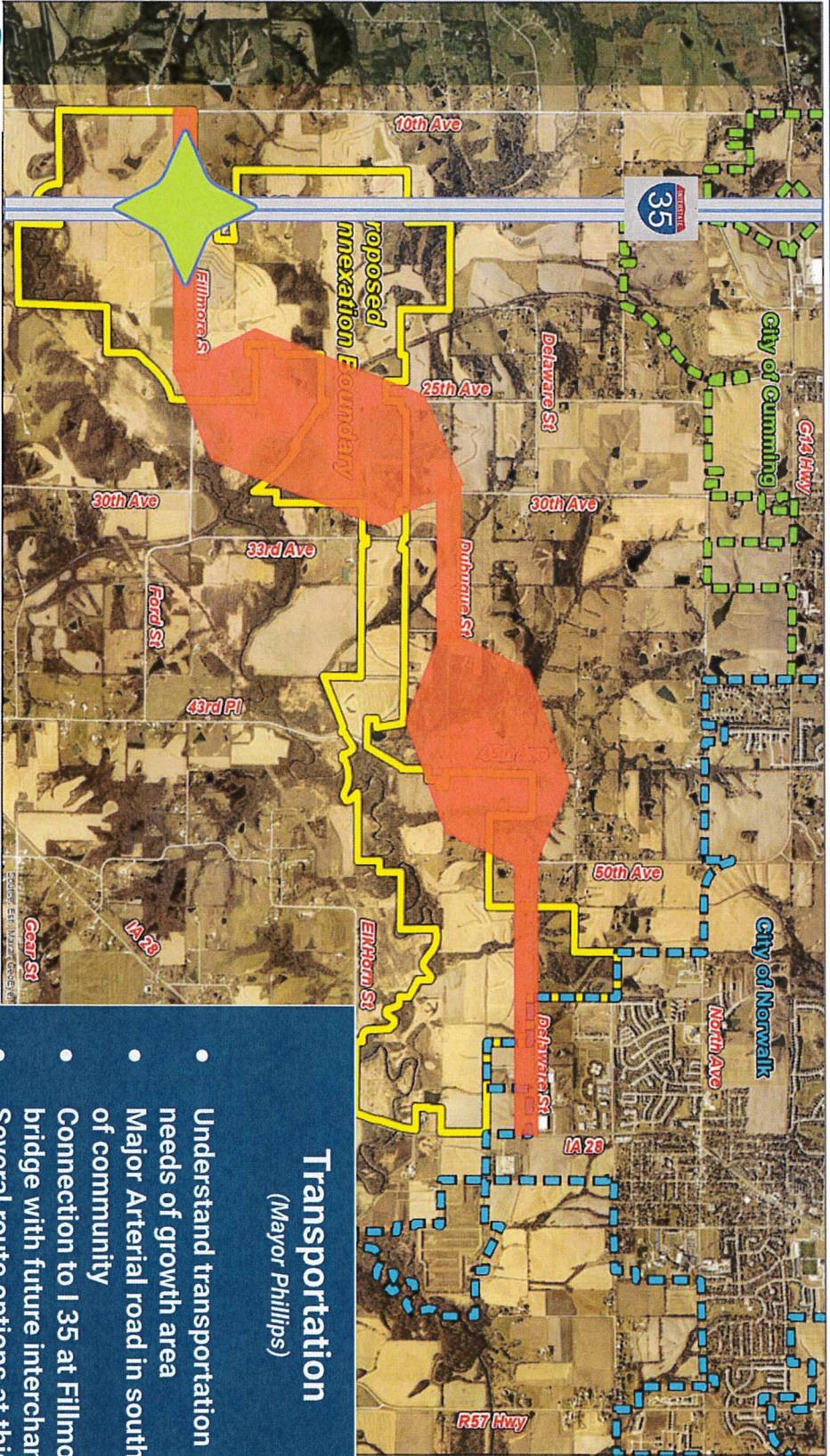
Exhibit 1 - Concept

Transportation (Mayor Phillips)

- Understand transportation needs of growth area
- Major Arterial road in south part of community
- Connection to I 35 at Filmore bridge with future interchange
- Several route options at this time



Norwalk Annexation Proposal Map

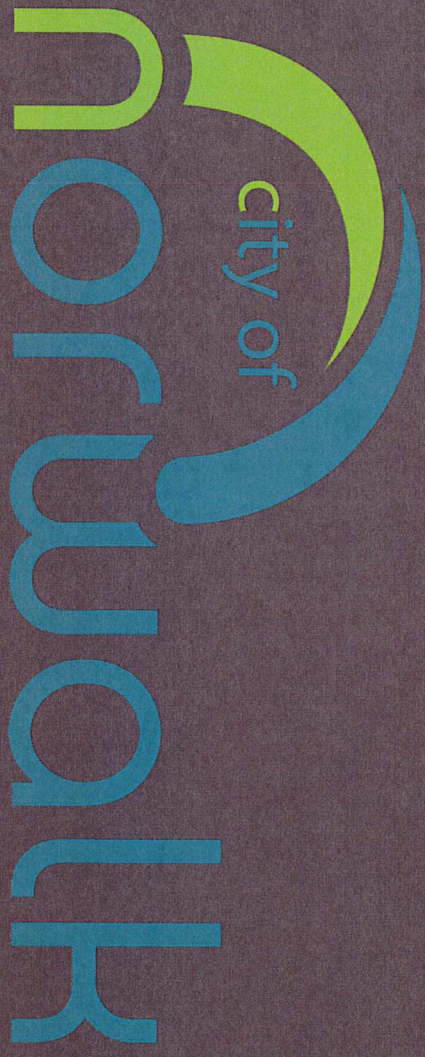


Transportation

(Mayor Phillips)

- Understand transportation needs of growth area
- Major Arterial road in south part of community
- Connection to I 35 at Fillmore bridge with future interchange
- Several route options at this time

ANNEXATION UPDATE AND OPTIONS TO PROCEED



Status of Annexation

Repeated appeals by a single landowner

CDRB approval was appropriate

Development timeline

Next steps...

	9	10		
	16	17	14	2
	23	24	21	19
30			28	26
31				

Current situation

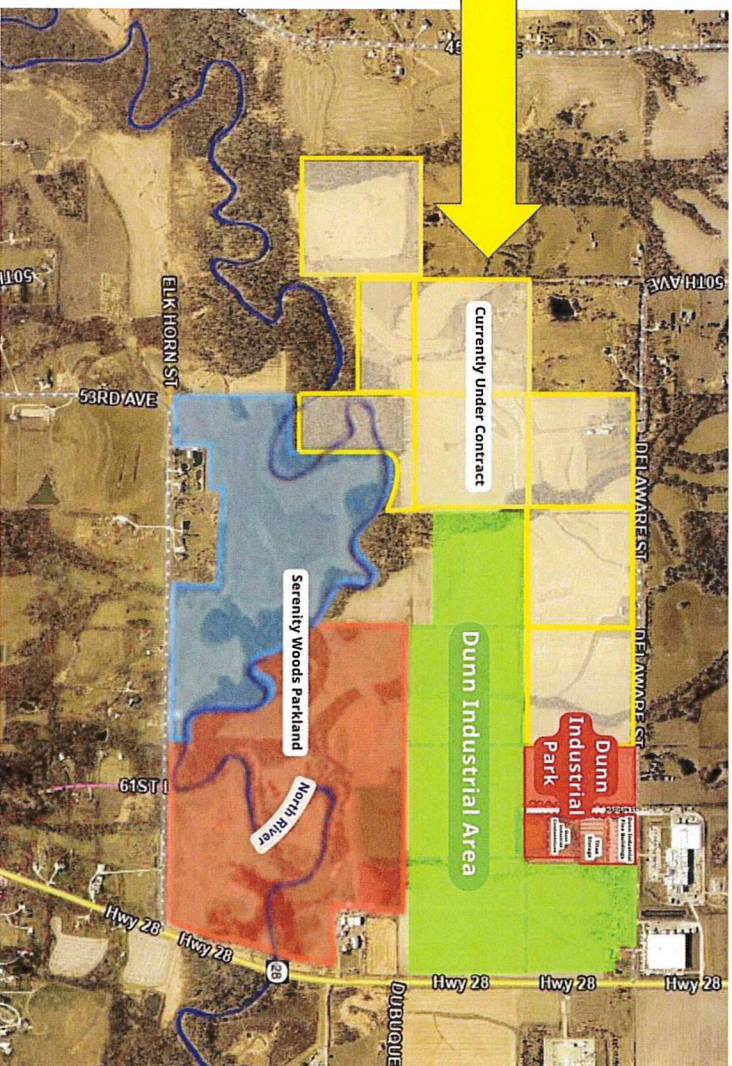
- Indefinite appeals and the impact on high-value development (specifically *Project West*— 300 acres/data centers).
- Time sensitive nature

Norwalk's Approach

Proceed with the 100% voluntary annexation of Project West land.

This allows the remaining land to proceed for the full voluntary annexation process where we can weather the timeline of delays due to appeals.

This will require future action by the CDRB.





Feedback is

Appreciated

THANK YOU

Norwalk Team:

Mayor Tom Phillips
City Manager, Luke Nelson
City Attorney, Jim Dougherty
Economic Development Director, Hollie Zajicek
Director of Internal Operations/City Clerk, Lindsey Offenburger
Community Development Director, Luke Parris