

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: August 6, 2018

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: The Council meeting will start at the temporary City Hall space located at 510 N Carroll Street and then continue at the City Hall Council Chambers

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AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the July 23 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 1. Renewal of a Class "C" Liquor License with Sunday Sales – *American Legion Post #7*
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
 - A. Rolling Hills South Condominiums
 1. Hold a Public Hearing and consider approving a Rezoning Request from A-1, Agricultural District to P.U.D., Planned Unit Development with an underlay zoning of R-3, Low-Density Residential District
 2. Resolution Approving the Rolling Hills South Condominiums, Preliminary Plat
 3. Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.
 - B. Carroll Park Apartments
 1. Hold a Public Hearing and consider approving a Rezoning Request from R-3, Low-Density Residential District to P.U.D., Planned Unit Development with an underlay zoning of R-5, High-Density Residential District
 2. Resolution Approving the Carroll Park Apartments Subdivision, Preliminary Plat
 3. Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Kenyon Hill Ridge, LLC.

VI. Resolutions

- A. U.S. Cellular Water Tower Equipment Modification
- B. Resolution Covering Street Lighting – Downtown Streetscape Phase 9
- C. Carroll Public Library/Carroll City Hall Project
 - 1. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost
 - 2. Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost
- D. Cemetery Chapel Condition Study
- E. Amendment No. 1 to Professional Services – Northwest Park – Pickleball Court Complex - 2018

VII. Reports

- A. Waive Purchasing Policy #0501 – Espresso Bikes - 2018
- B. American Legion Request at City Cemetery

~~VIII. Committee Reports~~

- IX. Comments from the Mayor
- X. Comments from the City Council
- XI. Comments from the City Manager
- XII. Adjourn

August/September Meetings:

- Planning and Zoning Commission – August 8, 2018
- Airport Commission – August 13, 2018
- Library Board of Trustees – August 20, 2018
- City Council – August 27, 2018
- Board of Adjustment – Tuesday, September 4, 2018
- City Council – September 10, 2018
- Airport Commission – September 10, 2018
- Planning and Zoning Commission – September 12, 2018
- Library Board of Trustees – September 17, 2018
- Parks, Recreation and Cultural Advisory Board – September 17, 2018
- City Council – September 24, 2018

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The City of Carroll will make every attempt to accommodate the needs of persons with disabilities, please notify us at least three business days in advance when possible at 712-792-1000, should special accommodations be required.

COUNCIL MEETING

JULY 23, 2018

(Please note these are draft minutes and may be amended by Council before final approval.)

The Carroll City Council meeting began at 5:15 p.m. with a tour of the temporary Library space located at 425 W Highway 30, Suite 340. The Carroll City Council reconvened in regular session at 5:33 p.m. at the Council Chambers of the Farner Government Building. Members present: Misty Boes, LaVern Dirx, Jerry Fleshner., Clay Haley, and Mike Kots. Absent: Carolyn Siemann. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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City Manager Mike Pogge-Weaver gave an update of the temporary Library space during a tour of the space. No Council action taken.

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Council reconvened the meeting at the Council Chambers of the Farner Government Building at 5:33 p.m.

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The Pledge of Allegiance was led by the City Council. No Council action taken.

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New Rec Center Program Specialist Joel Cortum was introduced to Council. No Council action taken.

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It was moved by Kots, seconded by Haley, to approve the following items on the consent agenda: a) minutes of the July 9 Council meeting, as written, b) bills and claims in the amount of \$755,060.96, c) New 5-day Special Class "C" Liquor License (BW) (Beer/Wine) with Outdoor Service – *Carroll Young Professional (Carroll Fest, August 11, 2018)* and d) Council appointment of Christine Dirx to the Parks, Recreation and Cultural Advisory Board for a three (3) year term expiring May 31, 2021. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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There were no oral requests or communications from the audience.

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Mayor Jensen read the National Night Out Proclamation declaring August 7, 2018 as National Night Out 2018 in Carroll, Iowa. No Council action taken.

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It was moved by Haley, seconded by Kots, to approve Resolution No. 1870, Authorizing the FY 2017/2018 Year End Transfers. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1871, Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Rolling Hills South Condominiums Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Carroll, State of Iowa. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Dirkx, seconded by Fleshner, to approve Resolution No. 1872, Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Carroll Park Apartments Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Carroll, State of Iowa. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Haley, seconded by Kots, to accept the Northeast Park Master Plan – 2018 as presented by Craig Erickson, Landscape Architect from Shive-Hattery, Inc. Jeff Cayler, Carroll, Iowa resident, addressed Council on this issue. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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The report of bid opening for the Pickleball Courts – Northwest Park Project was presented by Parks & Recreation Director Jack Wardell. No bids were received. Craig Erickson, Shive-Hattery, Inc. Landscape Architect, and Jean Ludwig, Carroll, Iowa resident, addressed Council on this issue. No Council action taken.

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It was moved by Fleshner, seconded by Kots, to accept the bid from Van Wall Equipment for the purchase of a Lightweight Fairway Mower for the Golf Course at their price of \$50,849.00 less trade in of \$13,500.00 for a final purchase price of \$37,349.00. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Fleshner, seconded by Haley, to approve a \$40,000.00 request for the Carroll 150 Committee funded out of Hotel/Motel Tax Collections with \$20,000 in FY 2018/2019 and an additional \$20,000 in FY 2019/2020. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Fleshner, seconded by Kots, to waive Purchasing Policy No. 0501 related to the requirement for competitive quotes and approve the purchase of Tightrope cable equipment, carousel bulletin board, and Niagara Go Stream Mini equipment from Heartland Video Systems in the amount not to exceed \$17,627.39. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Haley, seconded by Dirks, to move the regular August 13, 2018 Council meeting to August 6, 2018 at 5:15 p.m. to be held in the Council Chambers of the Farner Government Building. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Haley, seconded by Fleshner, to postpone to the August 6, 2018 Council meeting the public hearings on the Plans, Specifications, Form of Contract and Estimate of Cost for both the Library Renovation Project and the City Hall Renovation Project. On roll call, all present voted aye. Absent: Siemann. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 7:01 p.m. On roll call, all present voted aye. Absent: Siemann. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL CHEMICALS	312.68	0.00	000000	0/00/00	312.68
01-001704	ACCO	PUMP REPAIR PARTS	32.10	0.00	000000	0/00/00	32.10
01-001704	ACCO	POOL/SPA CHEMICALS	854.68	0.00	000000	0/00/00	854.68
		** TOTALS **	1,199.46	0.00			1,199.46
01-001621	ACE HARDWARE	SUPPLIES	5.36	0.00	000000	0/00/00	5.36
01-001621	ACE HARDWARE	SUPPLIES	6.99	0.00	000000	0/00/00	6.99
01-001621	ACE HARDWARE	SUPPLIES	23.47	0.00	000000	0/00/00	23.47
01-001621	ACE HARDWARE	SUPPLIES	15.97	0.00	000000	0/00/00	15.97
01-001621	ACE HARDWARE	SUPPLIES	34.76	0.00	000000	0/00/00	34.76
01-001621	ACE HARDWARE	PAINT #26	21.00	0.00	000000	0/00/00	21.00
01-001621	ACE HARDWARE	SUPPLIES	6.98	0.00	000000	0/00/00	6.98
01-001621	ACE HARDWARE	FILTERS	15.99	0.00	000000	0/00/00	15.99
01-001621	ACE HARDWARE	KEYS	31.79	0.00	000000	0/00/00	31.79
01-001621	ACE HARDWARE	POOL REPAIRS	23.57	0.00	000000	0/00/00	23.57
01-001621	ACE HARDWARE	POOL REPAIRS	12.98	0.00	000000	0/00/00	12.98
01-001621	ACE HARDWARE	POOL REPAIRS	16.96	0.00	000000	0/00/00	16.96
01-001621	ACE HARDWARE	POOL REPAIRS	1.00	0.00	000000	0/00/00	1.00
01-001621	ACE HARDWARE	REPAIR PARTS	1.02	0.00	000000	0/00/00	1.02
01-001621	ACE HARDWARE	SUPPLIES	37.98	0.00	000000	0/00/00	37.98
01-001621	ACE HARDWARE	REPAIR PARTS	12.99	0.00	000000	0/00/00	12.99
01-001621	ACE HARDWARE	REPAIR PARTS	52.97	0.00	000000	0/00/00	52.97
01-001621	ACE HARDWARE	REPAIR PARTS	3.99	0.00	000000	0/00/00	3.99
		** TOTALS **	325.77	0.00			325.77
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS SOUTH UR PLAN	458.17	0.00	000000	0/00/00	458.17
01-001910	AHLERS & COONEY P.C.	CARROLL PARK APTS UR PLAN	1,413.00	0.00	000000	0/00/00	1,413.00
01-001910	AHLERS & COONEY P.C.	KENYON HILL DEVELOPMENT AGREE	296.00	0.00	000000	0/00/00	296.00
		** TOTALS **	2,167.17	0.00			2,167.17
01-002916	AMERICAN RED CROSS	LIFEGUARD/WATER SAFETY COURSE	71.00	0.00	000000	0/00/00	71.00
01-002916	AMERICAN RED CROSS	LIFEGUARD CLASS	36.00	0.00	000000	0/00/00	36.00
		** TOTALS **	107.00	0.00			107.00
01-002370	ARNOLD MOTOR SUPPLY	SEAT COVERS #54	204.99	0.00	000000	0/00/00	204.99
01-002370	ARNOLD MOTOR SUPPLY	BATTERY CABLE #26	8.39	0.00	000000	0/00/00	8.39
		** TOTALS **	213.38	0.00			213.38
01-002258	ASCAP	LICENSE FEES	355.58	0.00	000000	0/00/00	355.58
		** TOTALS **	355.58	0.00			355.58
01-002805	BADDING CONSTRUCTION CO.	STREETSCAPE PHASE 9	197,940.39	0.00	000000	0/00/00	197,940.39
		** TOTALS **	197,940.39	0.00			197,940.39

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UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000609	BIERSCHBACH EQUIP & SUPPL	SUPPLIES	426.00	0.00	000000	0/00/00	426.00
		** TOTALS **	426.00	0.00			426.00
01-003515	BOMGAARS	DOG FOOD	11.99	0.00	000000	0/00/00	11.99
01-003515	BOMGAARS	SHOP VAC	89.99	0.00	000000	0/00/00	89.99
01-003515	BOMGAARS	SUPPLIES	1.33	0.00	000000	0/00/00	1.33
01-003515	BOMGAARS	SUPPLIES	8.97	0.00	000000	0/00/00	8.97
01-003515	BOMGAARS	SUPPLIES	2.78	0.00	000000	0/00/00	2.78
01-003515	BOMGAARS	SUPPLIES	7.98	0.00	000000	0/00/00	7.98
01-003515	BOMGAARS	SUPPLIES	150.84	0.00	000000	0/00/00	150.84
01-003515	BOMGAARS	SUPPLIES	11.97	0.00	000000	0/00/00	11.97
01-003515	BOMGAARS	SUPPLIES	3.79	0.00	000000	0/00/00	3.79
01-003515	BOMGAARS	MOSQUITO PUMP REPAIRS	25.06	0.00	000000	0/00/00	25.06
01-003515	BOMGAARS	WEED SPRAY	49.99	0.00	000000	0/00/00	49.99
01-003515	BOMGAARS	SPRAYER AND GLOVES	39.97	0.00	000000	0/00/00	39.97
01-003515	BOMGAARS	SUPPLIES	22.27	0.00	000000	0/00/00	22.27
01-003515	BOMGAARS	SUPPLIES	2.28	0.00	000000	0/00/00	2.28
01-003515	BOMGAARS	SUPPLIES	65.25	0.00	000000	0/00/00	65.25
01-003515	BOMGAARS	SUPPLIES	61.28	0.00	000000	0/00/00	61.28
01-003515	BOMGAARS	PUMP BRINE MACHINE REPAIRS	42.99	0.00	000000	0/00/00	42.99
		** TOTALS **	598.73	0.00			598.73
01-003670	BRIGGS INC OF OMAHA	MECHANICAL SEAL - BOILER PUMP	246.46	0.00	000000	0/00/00	246.46
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIR PARTS	6.97	0.00	000000	0/00/00	6.97
		** TOTALS **	253.43	0.00			253.43
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	580.50	0.00	000000	0/00/00	580.50
01-003693	BRUNER & BRUNER	PARKS AND RECREATION	148.50	0.00	000000	0/00/00	148.50
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	202.50	0.00	000000	0/00/00	202.50
01-003693	BRUNER & BRUNER	ZONING/SUBDIVISON/BUILDINGS	270.00	0.00	000000	0/00/00	270.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	67.50	0.00	000000	0/00/00	67.50
		** TOTALS **	1,269.00	0.00			1,269.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	157.13	0.00	000000	0/00/00	157.13
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	477.29	0.00	000000	0/00/00	477.29
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	103.00	0.00	000000	0/00/00	103.00
		** TOTALS **	737.42	0.00			737.42
01-004123	CARROLL AREA DEVELOPMENT	1/2 FY 19 FUNDING REQUEST	36,125.00	0.00	000000	0/00/00	36,125.00
		** TOTALS **	36,125.00	0.00			36,125.00
01-000747	CARROLL AUTO SUPPLY	OIL FILTER UNIT #50	25.44	0.00	000000	0/00/00	25.44
01-000747	CARROLL AUTO SUPPLY	AIR FILTER UNIT #50	6.69	0.00	000000	0/00/00	6.69
		** TOTALS **	32.13	0.00			32.13

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004155	CARROLL COUNTY	GASOLINE	5,147.82	0.00	000000	0/00/00	5,147.82
		** TOTALS **	5,147.82	0.00			5,147.82
01-004183	CARROLL COUNTY TREASURER	LEIN FILING FEE 1003 SALINGER	5.00	5.00-	112013	7/24/18	0.00
		** TOTALS **	5.00	5.00-			0.00
01-004196	CARROLL HYDRAULICS	#36 HYDRAULIC FITTINGS	62.88	0.00	000000	0/00/00	62.88
01-004196	CARROLL HYDRAULICS	#31 REPAIRS	242.23	0.00	000000	0/00/00	242.23
		** TOTALS **	305.11	0.00			305.11
01-001393	CHAMPION FORD INC.	VEHICLE REPAIRS #18	157.85	0.00	000000	0/00/00	157.85
		** TOTALS **	157.85	0.00			157.85
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	156.77	0.00	000000	0/00/00	156.77
01-002867	CINTAS FIRST AID & SAFETY	EAR PLUGS - GLASS WIPES	130.33	0.00	000000	0/00/00	130.33
01-002867	CINTAS FIRST AID & SAFETY	RAIN COATS AND PANTS	379.75	0.00	000000	0/00/00	379.75
		** TOTALS **	666.85	0.00			666.85
01-003274	CITY OF STORM LAKE	US 30 GRANT RD REPAIRS	195.00	0.00	000000	0/00/00	195.00
		** TOTALS **	195.00	0.00			195.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,985.07	12,985.07-	000257	8/02/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	16,671.50	16,671.50-	000257	8/02/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,789.04	4,789.04-	000257	8/02/18	0.00
		** TOTALS **	34,445.61	34,445.61-			0.00
01-000366	COMPUTER & NETWORK SPEC	PD SERVER - MEMORY	1,450.00	0.00	000000	0/00/00	1,450.00
		** TOTALS **	1,450.00	0.00			1,450.00
01-001539	CONFLUENCE	PHASE 9 STREETScape	2,671.65	0.00	000000	0/00/00	2,671.65
		** TOTALS **	2,671.65	0.00			2,671.65
01-004862	CONTINENTAL RESEARCH CORP	SUPPLIES	318.83	0.00	000000	0/00/00	318.83
		** TOTALS **	318.83	0.00			318.83
01-003214	COREMARK MIDCONTINENT INC	MINIMUM ORDER FEE CREDIT	25.00-	0.00	000000	0/00/00	25.00-
01-003214	COREMARK MIDCONTINENT INC	CONCESSIONS	271.94	0.00	000000	0/00/00	271.94
01-003214	COREMARK MIDCONTINENT INC	CONCESSIONS	644.50	0.00	000000	0/00/00	644.50
		** TOTALS **	891.44	0.00			891.44
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	72.11	0.00	000000	0/00/00	72.11
		** TOTALS **	72.11	0.00			72.11

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UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE---
01-002271	CREATIVE PRODUCT SOURCING	DARE SUPPLIES	817.16	0.00	000000	0/00/00	817.16
		** TOTALS **	817.16	0.00			817.16
01-005395	D & K PRODUCTS	TURF SUPPLIES	4,143.08	0.00	000000	0/00/00	4,143.08
		** TOTALS **	4,143.08	0.00			4,143.08
01-000854	DEARBORN NATIONAL	AUG. LIFE INSURANCE PREMIUMS	307.24	307.24-	112012	7/24/18	0.00
		** TOTALS **	307.24	307.24-			0.00
01-002930	DEBRA GUTE	YOUTH GOLF INSTRUCTOR	750.00	0.00	000000	0/00/00	750.00
		** TOTALS **	750.00	0.00			750.00
01-005617	DEPARTMENT OF INSPECTIONS	FOOD SERVICE LICENSE	67.50	0.00	000000	0/00/00	67.50
		** TOTALS **	67.50	0.00			67.50
01-002377	DGR ENGINEERING	ELEVATED TANK STRUCTURE CONSUL	3,200.00	0.00	000000	0/00/00	3,200.00
		** TOTALS **	3,200.00	0.00			3,200.00
01-006275	DREES OIL CO. INC.	PROPANE DEPOSIT	300.00	0.00	000000	0/00/00	300.00
		** TOTALS **	300.00	0.00			300.00
01-002627	ETHAN KATHOL	ALICE TRAINING	132.19	132.19-	112028	8/02/18	0.00
		** TOTALS **	132.19	132.19-			0.00
01-007860	EXECUTIVE TECHNOLOGIES	COPIER CONTRACT	103.91	0.00	000000	0/00/00	103.91
		** TOTALS **	103.91	0.00			103.91
01-008027	FAREWAY STORES	CONCESSIONS	1.98	0.00	000000	0/00/00	1.98
		** TOTALS **	1.98	0.00			1.98
01-008050	FASTENAL COMPANY	POOL BASKETBALL HOOP REPAIRS	8.13	0.00	000000	0/00/00	8.13
01-008050	FASTENAL COMPANY	POOL BASKETBALL HOOP REPAIRS	4.31	0.00	000000	0/00/00	4.31
01-008050	FASTENAL COMPANY	REPAIR PARTS	41.21	0.00	000000	0/00/00	41.21
01-008050	FASTENAL COMPANY	EAR PLUGS	130.50	0.00	000000	0/00/00	130.50
		** TOTALS **	184.15	0.00			184.15
01-006860	FELD FIRE EQUIPMENT CO.	BADGE	103.00	0.00	000000	0/00/00	103.00
01-006860	FELD FIRE EQUIPMENT CO.	BATTERY - CITY HALL ALARM	31.00	0.00	000000	0/00/00	31.00
01-006860	FELD FIRE EQUIPMENT CO.	HELMET SUPPLIES	21.52	0.00	000000	0/00/00	21.52
		** TOTALS **	155.52	0.00			155.52
01-000006	GARY BELLINGHAUSEN	DARE CONFERENCE	251.79	251.79-	112025	8/02/18	0.00
		** TOTALS **	251.79	251.79-			0.00

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 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-009500	GEHLING WELDING & REPAIR	LIGHT BAR MOUNTS	19.20	0.00	000000	0/00/00	19.20
		** TOTALS **	19.20	0.00			19.20
01-002172	GPM	FLOW METER CALIBRATION	819.00	0.00	000000	0/00/00	819.00
		** TOTALS **	819.00	0.00			819.00
01-010156	GRAPHIC EDGE, THE	UNIFORM CAPS	22.99	0.00	000000	0/00/00	22.99
		** TOTALS **	22.99	0.00			22.99
01-010960	H & H SALES	UTILITY CART	5,400.00	0.00	000000	0/00/00	5,400.00
		** TOTALS **	5,400.00	0.00			5,400.00
01-003275	HEARTLAND VIDEO SYSTEMS I	LICENSING	1,344.00	0.00	000000	0/00/00	1,344.00
01-003275	HEARTLAND VIDEO SYSTEMS I	CAAT6 VIDEO EQUIP./SOFTWARE	17,627.39	0.00	000000	0/00/00	17,627.39
		** TOTALS **	18,971.39	0.00			18,971.39
01-000412	HOWREY CONSTRUCTION	STREET TEMPLATE	350.00	0.00	000000	0/00/00	350.00
01-000412	HOWREY CONSTRUCTION	2017 TRAIL IMPROVEMENT	28,317.13	0.00	000000	0/00/00	28,317.13
		** TOTALS **	28,667.13	0.00			28,667.13
01-012540	IMWCA	WORKER COMP #2	5,571.00	0.00	000000	0/00/00	5,571.00
		** TOTALS **	5,571.00	0.00			5,571.00
01-012552	INDUSTRIAL BEARING SUPP.	BELT FOR AERATOR	7.03	0.00	000000	0/00/00	7.03
01-012552	INDUSTRIAL BEARING SUPP.	AERATOR BELT, PULLEY	171.96	0.00	000000	0/00/00	171.96
01-012552	INDUSTRIAL BEARING SUPP.	REPAIR PARTS	8.14	0.00	000000	0/00/00	8.14
		** TOTALS **	187.13	0.00			187.13
01-012635	IOWA DEPARTMENT OF TRANSP	OPERATING SUPPLIES	493.87	0.00	000000	0/00/00	493.87
		** TOTALS **	493.87	0.00			493.87
01-012625	IOWA DEPT OF NATURAL RESO	NPDES ANNUAL FEE	1,275.00	0.00	000000	0/00/00	1,275.00
		** TOTALS **	1,275.00	0.00			1,275.00
01-012690	IOWA RURAL WATER ASSN.	2018 FALL CONF. KLUVER/HAYS	410.00	410.00-	112030	8/02/18	0.00
		** TOTALS **	410.00	410.00-			0.00
01-002312	JARED HAYS	STEEL TOED BOOTS	150.00	150.00-	112027	8/02/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00
		** TOTALS **	1,050.00	0.00			1,050.00
01-003246	JESSICA HARMON	IPRA POOL MANAGERS WORKSHOP	10.00	10.00-	112029	8/02/18	0.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	10.00	10.00-			0.00
01-001345	KELTEK INCORPORATED	UNIT #15 SUPPLIES	4,206.90	0.00	000000	0/00/00	4,206.90
		** TOTALS **	4,206.90	0.00			4,206.90
01-002417	KITCHEN CONCEPTS	DESK REPAIRS	87.00	0.00	000000	0/00/00	87.00
		** TOTALS **	87.00	0.00			87.00
01-017564	MID IOWA SALES INC.	4 GAL. TRUCK WASH DETERGENT	132.00	0.00	000000	0/00/00	132.00
		** TOTALS **	132.00	0.00			132.00
01-017585	MIDWEST WHOLESALE	SCREWS/CONCRETE FORMS	259.38	0.00	000000	0/00/00	259.38
01-017585	MIDWEST WHOLESALE	FORM MATERIAL	27.90	0.00	000000	0/00/00	27.90
		** TOTALS **	287.28	0.00			287.28
01-000208	MIKE HEITHOFF	STEEL TOED BOOTS	150.00	150.00-	112026	8/02/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-018408	NAPA AUTO PARTS	OIL	459.99	0.00	000000	0/00/00	459.99
01-018408	NAPA AUTO PARTS	BATTERY	105.96	0.00	000000	0/00/00	105.96
		** TOTALS **	565.95	0.00			565.95
01-018634	NEU MINNICH COMITO & NEU	TRANS. MAIN - DRAKE CONSTR.	3,650.00	0.00	000000	0/00/00	3,650.00
		** TOTALS **	3,650.00	0.00			3,650.00
01-019138	NORTHWEST IOWA LEAGUE OF	MEMBERSHIP DUES	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-020203	OFFICE STOP	OFFICE SUPPLIES	95.22	0.00	000000	0/00/00	95.22
		** TOTALS **	95.22	0.00			95.22
01-003270	OLSEN'S OUTDOOR POWER	CHAIN SAW REPAIRS	74.67	0.00	000000	0/00/00	74.67
		** TOTALS **	74.67	0.00			74.67
01-021050	P & H WHOLESALE INC.	REPAIR PARTS	9.71	9.71-	112014	7/24/18	0.00
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIRS PARTS	91.47	0.00	000000	0/00/00	91.47
01-021050	P & H WHOLESALE INC.	UNIT #50 REPAIRS	46.01	0.00	000000	0/00/00	46.01
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIRS	262.98	0.00	000000	0/00/00	262.98
		** TOTALS **	410.17	9.71-			400.46
01-002911	PERFECT MIND INC.	SOFTWARE MAINT. CONTRACT	19,040.00	0.00	000000	0/00/00	19,040.00
01-002911	PERFECT MIND INC.	GIFT CARD MERGE DOCUMENT	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	19,190.00	0.00			19,190.00

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=====PAYMENT DATES=====
PAID ITEMS DATES      : 7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES: 7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES   :
=====ITEM DATES=====
7/20/2018 THRU 8/02/2018
7/20/2018 THRU 8/02/2018
7/20/2018 THRU 8/02/2018
=====POSTING DATES=====
7/20/2018 THRU 8/02/2018
7/20/2018 THRU 8/02/2018
7/20/2018 THRU 8/02/2018
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
		** TOTALS **	160.00	0.00			160.00
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,543.50	1,543.50-	112018	7/25/18	0.00
		** TOTALS **	1,543.50	1,543.50-			0.00
01-003181	PRO POWER LLC	HOSE #31	53.60	0.00	000000	0/00/00	53.60
		** TOTALS **	53.60	0.00			53.60
01-023630	RANDY'S REFRIGERATION & E	DEHUMIDIFIER REPAIRS	88.00	0.00	000000	0/00/00	88.00
		** TOTALS **	88.00	0.00			88.00
01-023815	REGION XII COG	FY 19 TAXI FUNDING REQUEST	16,025.00	0.00	000000	0/00/00	16,025.00
01-023815	REGION XII COG	HOUSING TRUST FUND GRANT	2,000.00	0.00	000000	0/00/00	2,000.00
		** TOTALS **	18,025.00	0.00			18,025.00
01-002820	SAFETY SOLUTIONS LLP	SAFETY TRAINING	585.00	0.00	000000	0/00/00	585.00
		** TOTALS **	585.00	0.00			585.00
01-025105	SEARS COMMERCIAL ONE	REFRIGERATOR	429.00	429.00-	112015	7/24/18	0.00
		** TOTALS **	429.00	429.00-			0.00
01-000155	SHIVE HATTERY INC	GRAHAM PARK PHASE I	4,050.00	0.00	000000	0/00/00	4,050.00
		** TOTALS **	4,050.00	0.00			4,050.00
01-025333	SNYDER & ASSOCIATES INC.	US 30 & GRANT ROAD	28,382.14	0.00	000000	0/00/00	28,382.14
		** TOTALS **	28,382.14	0.00			28,382.14
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	54.00	0.00	000000	0/00/00	54.00
		** TOTALS **	54.00	0.00			54.00

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PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	EVIDENCE TAGS	58.60	0.00	000000	0/00/00	58.60
01-025880	STONE PRINTING CO.	OFFICE CHAIR - CORTUM	189.99	0.00	000000	0/00/00	189.99
01-025880	STONE PRINTING CO.	PRINTER INK CARTRIDGE	87.99	0.00	000000	0/00/00	87.99
		** TOTALS **	336.58	0.00			336.58
01-027060	TREASURER OF IOWA	JUNE SALES TAX	16,494.00	16,494.00-	000000	7/31/18	0.00
		** TOTALS **	16,494.00	16,494.00-			0.00
01-003220	TURFWERKS	REPAIR PARTS	172.92	0.00	000000	0/00/00	172.92
		** TOTALS **	172.92	0.00			172.92
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING ACCESS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 7/21/2018	96.37	96.37-	112031	8/02/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 7/28/2018	61.11	61.11-	112032	8/02/18	0.00
		** TOTALS **	157.48	157.48-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	246.50	246.50-	112016	7/24/18	0.00
		** TOTALS **	246.50	246.50-			0.00
01-028435	UTILITY EQUIPMENT COMPANY	REPAIR CLAMPS	178.42	0.00	000000	0/00/00	178.42
		** TOTALS **	178.42	0.00			178.42
01-028814	VAN METER COMPANY, THE	EQUIPMENT REPAIRS	22.58	0.00	000000	0/00/00	22.58
		** TOTALS **	22.58	0.00			22.58
01-029010	VEENSTRA & KIMM INC.	WWTP DISINFECTION IMPROVEMENTS	742.74	0.00	000000	0/00/00	742.74
01-029010	VEENSTRA & KIMM INC.	SLUDGE HANDLING EVALUATION	2,198.15	0.00	000000	0/00/00	2,198.15
		** TOTALS **	2,940.89	0.00			2,940.89
01-029009	VESSCO INC.	OPERATING SUPPLIES	1,084.00	0.00	000000	0/00/00	1,084.00
		** TOTALS **	1,084.00	0.00			1,084.00
01-030120	WAL-MART STORE #01-1787	SUPPLIES RETURNED	3.98-	0.00	000000	0/00/00	3.98-
01-030120	WAL-MART STORE #01-1787	SUPPLIES	9.88	0.00	000000	0/00/00	9.88
01-030120	WAL-MART STORE #01-1787	SUPPLIES	22.97	0.00	000000	0/00/00	22.97
01-030120	WAL-MART STORE #01-1787	CD SLEEVES AND DVDS	75.58	0.00	000000	0/00/00	75.58
01-030120	WAL-MART STORE #01-1787	SUPPLIES	60.53	0.00	000000	0/00/00	60.53
01-030120	WAL-MART STORE #01-1787	CDS AND DVDS	109.79	0.00	000000	0/00/00	109.79
01-030120	WAL-MART STORE #01-1787	SUPPLIES	29.76	0.00	000000	0/00/00	29.76
01-030120	WAL-MART STORE #01-1787	CAPTAIN ASSESSMENT SUPPLIES	12.90	0.00	000000	0/00/00	12.90
01-030120	WAL-MART STORE #01-1787	SUPPLIES	21.60	0.00	000000	0/00/00	21.60

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-030120	WAL-MART STORE #01-1787	SUPPLIES	11.30	0.00	000000	0/00/00	11.30
01-030120	WAL-MART STORE #01-1787	SUPPLIES	16.53	0.00	000000	0/00/00	16.53
01-030120	WAL-MART STORE #01-1787	TV AND TV MOUNT	152.96	0.00	000000	0/00/00	152.96
01-030120	WAL-MART STORE #01-1787	SUPPLIES	61.85	0.00	000000	0/00/00	61.85
01-030120	WAL-MART STORE #01-1787	PHONE CORD	3.76	0.00	000000	0/00/00	3.76
		** TOTALS **	585.43	0.00			585.43
01-002590	WENDL'S WEAPONS LLC	AMMUNITION	1,237.50	0.00	000000	0/00/00	1,237.50
		** TOTALS **	1,237.50	0.00			1,237.50
01-030355	WITTROCK MOTOR CO.	EXTENDED CAB 1/2 TON PICKUP	21,384.00	21,384.00-	112017	7/24/18	0.00
01-030355	WITTROCK MOTOR CO.	EXTENDED CAB 1/2 TON PICKUP	22,484.00	22,484.00-	112017	7/24/18	0.00
		** TOTALS **	43,868.00	43,868.00-			0.00
01-002238	WORK4ORCE SYSTEMS GROUP	TIME CLOCK MAINTENANCE	1,663.00	0.00	000000	0/00/00	1,663.00
		** TOTALS **	1,663.00	0.00			1,663.00
01-000386	ZIMCO SUPPLY CO	TURF SUPPLIES	720.00	0.00	000000	0/00/00	720.00
		** TOTALS **	720.00	0.00			720.00
	* Payroll Expense		171,547.86				

08-02-2018 02:02 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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 S U M M A R Y

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	270,157.88	270,157.88CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	415,110.67	0.00	415,110.67
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	685,268.55	270,157.88CR	415,110.67

U N P A I D R E C A P

UNPAID INVOICE TOTALS	415,139.65
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	28.98CR
** UNPAID TOTALS **	415,110.67

08-02-2018 02:02 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
PARTIALLY ITEMS DATES:	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018
UNPAID ITEMS DATES :		7/20/2018 THRU 8/02/2018	7/20/2018 THRU 8/02/2018

FUND TOTALS

001	GENERAL FUND	162,253.61
010	HOTEL/MOTEL TAX	16.63
110	ROAD USE TAX FUND	29,717.49
178	CRIME PREV/SPEC PROJECTS	1,068.95
179	POLICE K9 FUND	32.93
309	C.P. - CORRIDOR OF COMM.	229,189.18
311	C.P.-PARKS & RECREATION	32,367.13
600	WATER UTILITY FUND	42,548.60
602	WATER UTILITY CAP. IMP.	3,650.00
610	SEWER UTILITY FUND	9,074.04
612	SEWER UTILITY CAP. IMP.	2,940.89
620	STORM WATER UTILITY	554.00
850	MEDICAL INSURANCE FUND	307.24
	* PAYROLL EXPENSE	171,547.86
GRAND TOTAL		685,268.55

08-02-2018 02:00 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID

A C C O U N T S P A Y A B L E
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S U M M A R Y

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PAID ITEMS DATES : =====PAYMENT DATES===== =====ITEM DATES===== =====POSTING DATES=====
 : 6/01/2018 THRU 6/01/2018 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-001540	PETTY CASH	CHANGE DRAWERS ADJUSTMENT	50.00	50.00-	000000	6/01/18	0.00
		** TOTALS **	50.00	50.00-			0.00

PAID ITEMS DATES : =====PAYMENT DATES===== =====ITEM DATES===== =====POSTING DATES=====
 : 6/01/2018 THRU 6/01/2018 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	50.00	50.00CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	50.00	50.00CR	0.00

U N P A I D R E C A P

UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	0.00

08-02-2018 02:00 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID

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O P E N I T E M R E P O R T
S U M M A R Y

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PAID ITEMS DATES : =====PAYMENT DATES=====
: 6/01/2018 THRU 6/01/2018

=====ITEM DATES=====
0/00/0000 THRU 99/99/9999

=====POSTING DATES=====
0/00/0000 THRU 99/99/9999

FUND TOTALS

001	GENERAL FUND	50.00
	GRAND TOTAL	50.00

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

TO: Mike Pogge-Weaver, City Manager *M.P.W.*

FROM: Brad Burke, Chief of Police

DATE: August 2, 2018

RE: Renewal of License

The following establishment has made application for renewal of license:

American Legion Post #7
1124 Heires Avenue
Class "C" Liquor License with Sunday Sales

RECOMMENDATION: Council consideration and approval of this application.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

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MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MKP-W*

DATE: August 2, 2018

SUBJECT: Rolling Hills South Condominiums

- 1) Hold a public hearing and consider approving a rezoning request from A-1, Agricultural District to P.U.D., Planned Unit Development with an underlay zoning of R-3, Low-Density Residential District
- 2) Resolution approving the Rolling Hills South Condominiums Subdivision, Preliminary Plat
- 3) Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.

A request was received from Matthew Greteman, President of 704 Development Corp., to rezone a parcel of land in the southwest quarter of Section 25, Township 84 North, Range 35 West of the Fifth P.M., City of Carroll, Carroll County, Iowa, whose exterior boundary is more fully described on attached Exhibit A.

Additionally, 704 Development Corp. has presented for consideration, a Preliminary Plat for Rolling Hills South Condominiums Subdivision, City of Carroll, Carroll County, Iowa.

Finally, at the February 26, 2018 Council meeting, action was taken to proceed with creating an Urban Renewal Plan to support a development/tax increment finance (TIF) rebate agreement with 704 Development Corporation related to the Development of Rolling Hills South Condominiums. Attached is a copy of the draft Development Agreement that enables the proposed TIF rebate.

The development contains 2.63 acres of land and is located between Highway 71 and Meadow Lane.

Rezoning Request

The request is to rezone this area from A-1, Agricultural District to P.U.D. – Planned Unit Development with the underlying zoning of R-3, Low-Density Residential District. The property is identified in the 2013 Carroll Comprehensive Plan as Low Density Residential.

The development will be a condominium development with a home owner's association owning and maintaining the common areas within the development. The development meets the minimum requirements for R-3 zoning.

Included with the rezoning request is a copy of the preliminary plat, floor plans and building elevations of the proposed duplexes, and a copy of the home owner association document. If the P.U.D. rezoning request is approved, the development is required to conform to these plans.

Preliminary Plat

The plat includes a total of 1 residential lot and one street lot. The residential lot is for the condominium association and will include all 6 duplex buildings (12 units total). Each unit will be individually titled in the condominium association so they can be sold to individual owners. A home owner's association will own and maintain the common areas within the development.

A public street called Westridge Drive will be extended as a cul-de-sac as part of the development and each unit will have access to that new street. City owned utilities are proposed to extend into the development and will be served by City of Carroll water, sanitary sewer, and storm sewer systems.

The attached preliminary plat is pertinent to the application and includes the exterior boundary description of the proposed plat.

Preliminary Plat Requested Design Exception

The Rolling Hills South Condominium proposal includes completion of a three-leg public street intersection of Westridge Drive and Summit Drive. The street grades on existing Westridge Drive and Summit Drive and proposed Westridge Drive to the north provide for storm water runoff to flow to the intersection from the north and east and through the intersection to the south. The design storm water flow crossing the intersection has been determined by JEO Consulting Group, Inc. (JEO) to be 2.6 cubic feet per second.

Because excessive flow across intersections can be a hazard to pedestrians and vehicular traffic, design criteria often includes restrictions on the maximum rate of surface storm water flow across intersections. When restricted flow rates are exceeded, the general solution is to collect the storm water in intakes and discharge through storm sewers.

The Iowa Statewide Urban Design and Specifications (SUDAS) Design Standards include the following related to storm water intake spacing:

“b. **Intake Spacing:** Locate street intakes upgrade from intersections, sidewalk ramps, and outside of intersection radii. At least one intake is to be installed at the low point of the street grade.

- 1) **First Intake:** An intake should be located no further than 500 feet from the street high point.
- 2) **Remaining Intakes:** To be spaced at a distance no greater than 400 feet, regardless of gutter flow capacity, in order to meet maintenance needs.”

The SUDAS Design criteria are modified by City of Carroll Special Provisions. This special provision provides a lower standard/requirement than was is set out in SUDAS, is as follows:

“C. Intersections. Inlets are placed at the upgrade side of street approaches as required, not in curb returns. On all streets, the maximum gutter flow across intersections shall not be greater than:

Longitudinal Gutter Slope	Flow Cubic Feet Per Second (cfs)
0.5%	0.30
1.0%	0.45
2.0%	0.60
3.0%	0.70
4.0%	0.85
5% and Over	1.00”

JEO has determined that, based on grades above, the maximum permitted flow across Westridge Drive is 0.30 cubic feet per second. The JEO request is for an exception to the design criteria of 0.30 cubic feet per second to permit a flow of 2.6 cubic feet per second to cross the street intersection.

When water spreads across an intersection, which is expected to occur here, homeowners and the traveling public perceive this to be an issue. Additionally, without the intakes, there is the potential that ice conditions could occur during freeze thaw cycles, especially in the early morning hours, which would require daily maintenance by the City. This type of situation has occurred historically on High Ridge Road and after years of complaints the City has added storm water intakes and has made physical modifications to the roadway in order to improve conditions on High Ridge Road. Staff is concerned without the intakes a similar situation could occur in this neighborhood.

Development Agreement

The Development Agreement outlines the terms and conditions of the proposed of \$72,000 to 704 Development Corporation in support of their Workforce Housing Tax Credit (WHTC).

The City worked with Nathan Overberg and Jenna Bishop, attorneys with Ahlers & Cooney, P.C., to create the draft Development Agreement.

It is requested that the City Council consider setting a public hearing on the proposed adoption of the Development Agreement for the August 27, 2018 Council meeting.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission reviewed the requested rezoning and preliminary plat at their July 11, 2018 meeting.

Rezoning Recommendation

The Commission voted to recommend that the City Council approved the proposed rezoning.

Preliminary Plat Recommendation

Related to the preliminary plan and requested design exception, the Planning and Zoning Commission's first motion was to recommend City Council approval of the preliminary plat without adding the staff recommended storm water intakes in the intersection of Westridge Drive and Summit Drive. The vote was 4 – 1. The motion failed since all motions by the Planning and Zoning Commission requires a minimum of 5 yes votes. The Commission then continued to discuss the preliminary plat and the requested design exception. The original motion to recommend City Council approval of the preliminary plat without staff recommendation of adding storm water intakes in the intersection of Westridge Drive and Summit Drive was made again. That time the motion was approved on a 5-0 vote.

STAFF RECOMMENDATIONS:

1. That the City Council consider approving a request to rezone the above described property from A-1, Agricultural District to P.U.D., Planned Unit Development with an underlying zoning of R-3, Low-Density Residential District.
2. That the City Council consider approval of the Rolling Hills South Condominiums Subdivision, City of Carroll, Carroll County, Iowa Preliminary Plat subject to adding storm water intakes in the intersection of Westridge Drive and Summit Drive to meet the maximum permitted flow of 0.30 cubic feet per second across the intersection of Westridge Drive and Summit Drive.
3. That the City Council consider approving a resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.

Exhibit "A"

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS ROLLING HILLS SOUTH CONDOMINIUMS
SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA

**CITY OF CARROLL
SUBDIVISION DATA**

NAME OF PLAN: Rolling Hills South Condominiums Subdivision, City of Carroll, Carroll County, Iowa – Preliminary Plat

NAME OF OWNER/DEVELOPER: 704 Development Corp.

GENERAL INFORMATION:

PLAT LOCATION: Between Bella Vista Drive and Griffith Road
SIZE OF PLAN: 5.42 Acres
CURRENT ZONING: A-1, Agricultural District
PROPOSED ZONING: P.U.D., Planned Unit Development with an underlying zoning of R-3, Low-Density Residential District

LOTS:

NUMBER: 1 Residential Lot
SIZE/DENSITY: 2.08 acres per lot (average)
USE: Residential
BUILDING LINES: P.U.D. – Planned Unit Development District: The minimum lot and yard requirements of the conventional zoning districts in which the development is located shall not apply, except that minimum yards specified in the conventional district for suitable screening or buffering shall be provided around the boundary of the development. In the absence of any appropriate physical barrier, the Council may require open space or screening be located along all or a portion of the development boundary. While the minimum yard requirements of the conventional zoning district in which the development is located do not apply, a minimum distance of ten feet between buildings shall be observed.

R-3, Low-Density Residential District: The front yard shall be a minimum of 30 feet. The side yard shall be a minimum of seven and one-half (7 1/2) feet, except on a corner lot the side-yard shall be a minimum of thirty (30) feet on the side abutting the street. A garage attached to a dwelling may be located five (5) feet from the side lot, but not a street line. The rear yard shall be a minimum of 15 feet.

ADJACENT LANDS:

NORTH: R-3, Low-Density Residential District
SOUTH: R-3, Low-Density Residential District
EAST: R-3, Low-Density Residential District
WEST: A-1, Agricultural District (2-Mile)

STREET DEVELOPMENT:

Continuation of Westridge Drive to the north.

WASTE WATER:

New City owned water utilities are proposed in the development.

WATER SYSTEM:

New City owned sanitary sewer utilities are proposed in the development.

PRELIMINARY AND FINAL PLAT DRAWINGS:

Staff recommends approval of the preliminary plat subject to adding storm water intakes in the intersection of Westridge Drive and Summit Drive to meet the maximum permitted flow of 0.30 cubic feet per second across the intersection of Westridge Drive and Summit Drive.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP REFERRED TO IN SECTION 170.06 OF THE ZONING ORDINANCE INCORPORATED IN CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA AND ALTERING THE ZONING DISTRICT FOR REAL ESTATE SITUATION IN THE CITY OF CARROLL, CARROLL COUNTY, IOWA:

BE IT ORDAINED by the City Council of the City of Carroll, Iowa as follows:

SECTION 1. The Zoning Map referred to and incorporated as a part of Section 170.06, Chapter 170 of the Code of Ordinances, City of Carroll, Iowa is hereby amended to the extent of altering the Zoning District of the following property described from A-1, Agricultural District to P.U.D., Planned Unit Development District with an underlay zoning of R-3, Low-Density Residential District:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THE PLAT.

SECTION 2. The City Clerk is directed to attach a copy of the Ordinance to the official Zoning Map.

SECTION 3. The remainder of the Zoning Map, other than herein specified, shall remain the same as previously drawn and published.

SECTION 4. The Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Carroll City Council this _____ day of _____, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

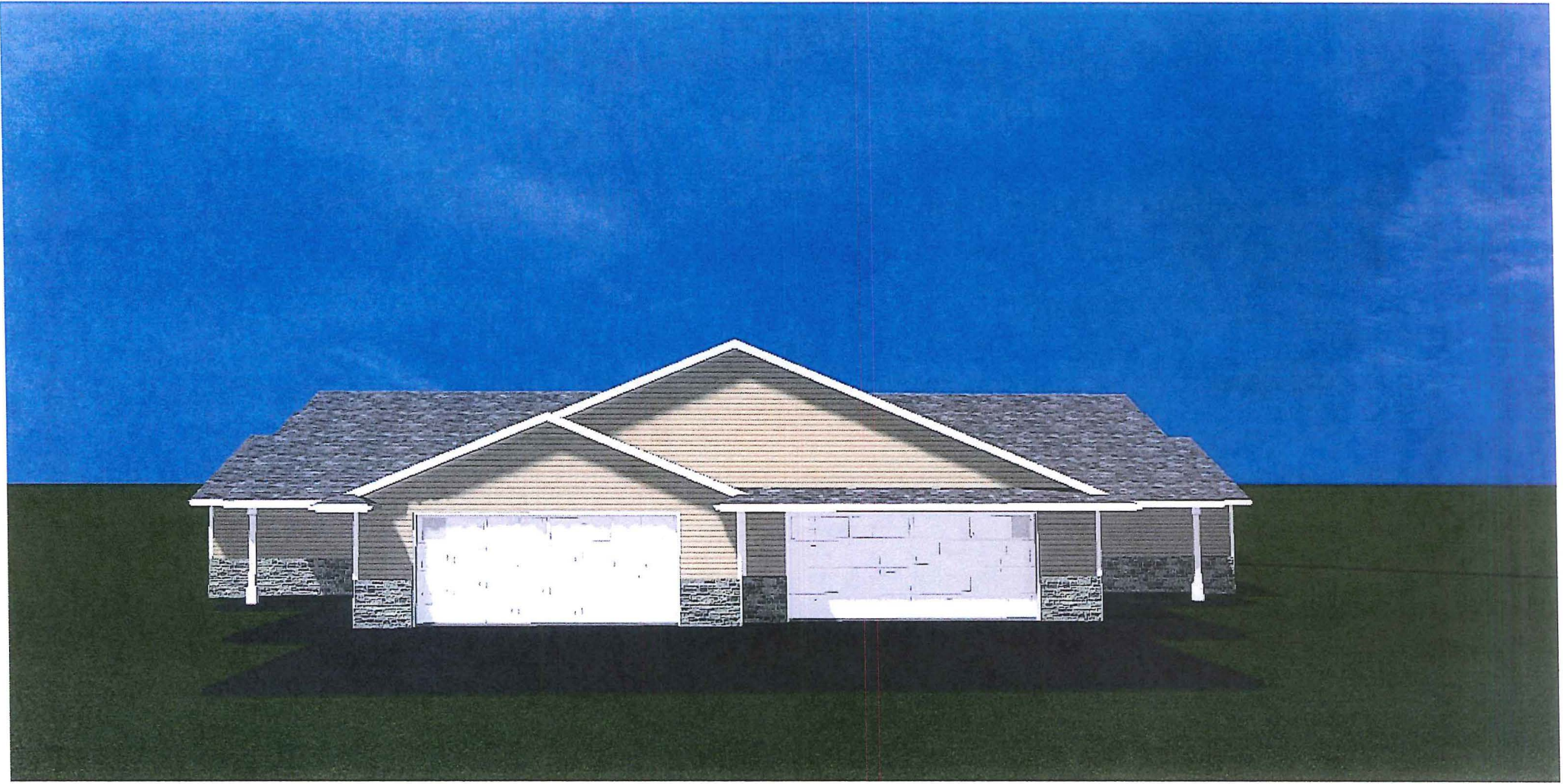
BY: _____
Eric P. Jensen, Mayor

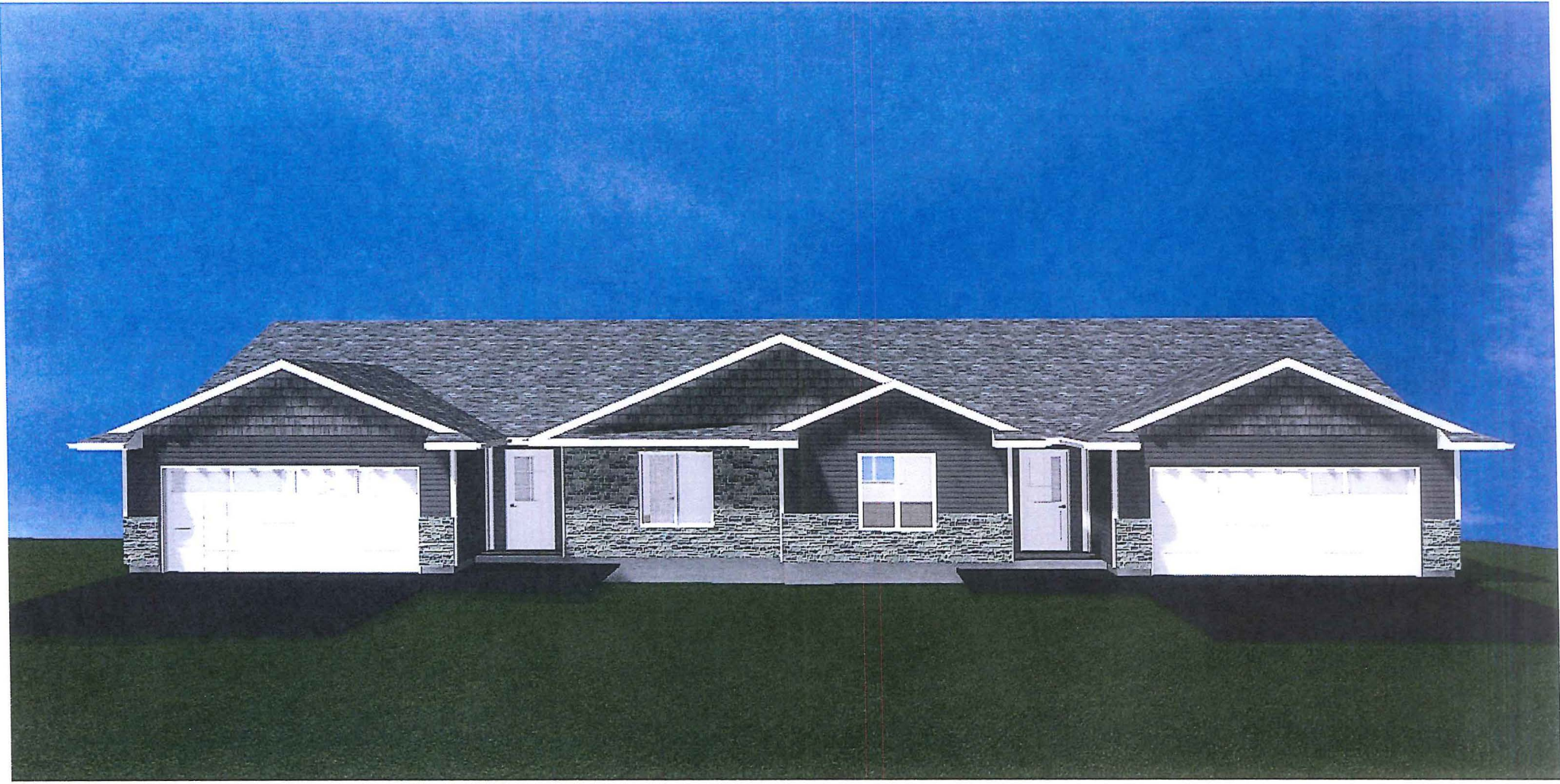
ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 2018.

Laura A. Schaefer, City Clerk





**DECLARATION OF SUBMISSION TO A HORIZONTAL PROPERTY REGIME
AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR
ROLLING HILLS SOUTH CONDOMINIUMS**

THIS DECLARATION is made and entered into by 704 Development Corp., an Iowa corporation, and its successors and assigns (“Developer”).

WHEREAS, Developer is the owner of certain real estate located in the City of Carroll, Carroll County, Iowa, which is legally described below, and is referred as the “Real Estate”:

A parcel of land in the Southwest Quarter of Section 25, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which exterior boundary is more fully described as follows: Referring to the Southwest Corner of the Southwest Quarter of said Section 25; thence N 00°44’28W (assumed bearing) on the West line of the said Southwest Quarter, a distance of 1315.06 feet; thence S 89°10’32” E, a distance of 118.13 feet to the East right of way line of U.S. Highway 71 and the Northwest Corner of Lot 3, Block 1 of Rolling Hills South 3rd Addition, Carroll, Iowa; thence S 00°55’09” W on said East right of way line, said East right of way line also being the West line of Lots 3, 4, and 5 of said Rolling Hills South 3rd Addition, a distance of 359.13 feet to the Southwest Corner of Lot 5 of said Rolling Hills South 3rd Addition and the Point of Beginning; thence S 00°56’00” E continuing on said East right of way line, a distance of 419.61 feet; thence S 04°13’30” W continuing on said East right of way line, a distance of 39.13 feet to the Northwest Corner of Lot 2, Block 5 of Rolling Hills South 3rd Addition; thence S 89°05’23” E on the North line of said Lot 2 and the North right of way line of Summit Drive, a distance of 246.91 feet on the Southwest Corner of Lots 6,5,4,3,2 and 1 of Rolling Hills South 3rd Addition, a distance of 460.10 feet to the Northwest Corner of said Lot 1; thence N 89°27’22” W on the South line of Lots 8, 6 and 5 of Rolling Hills South 3rd Addition, a distance of 255.21 feet to the point of beginning.

The above described parcel contains 2.63 acres more or less and is subject to any easements of record.

WHEREAS, IT IS THE DESIRE AND INTENTION OF THE Developer to enable all of the Real Estate, together with all buildings, structures, improvements and other permanent fixtures thereon, and all rights and privileges belonging in or pertaining to the Real Estate (all of which

shall be called the “Property”) to be owned by Developer and by each successor in interest of Developer, under that certain type or method of ownership commonly known as “Condominium” and described as a “Horizontal Property Regime” under Chapter 499B of the Iowa Code, 2017, with the Property to be known as the “Rolling Hills South Condominiums”, which shall hereinafter be referred to as the “Condominium Project”, all to take effect when this Declaration is filed for record with the Recorder of Carroll County, Iowa.

WHEREAS, by this Declaration, Developer has subdivided the Property into separate parcels of real estate hereinafter defined as units, which in accordance with the provisions of this Declaration shall be subject to the benefits and burdens of a Horizontal Property Regime for the Condominium Project.

WHEREAS, Developer further desires to establish for the mutual benefit of all owners and occupants of the units, certain easements and rights on, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance of the Property.

WHEREAS, Developer desires and intends that the several owners, as occupants of the units in the Property, shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which shall be in furtherance of a plan to promote and protect the cooperative aspect of the Rolling Hills South Condominiums, and all of which are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property; and

NOW, THEREFORE, the Developer, as owner of the Real Estate and for the purposes set forth above, makes the following Declaration hereby specifying that such Declaration shall constitute covenants, restrictions, limitations, easements, conditions, and uses to run with the land, and shall be binding upon the Developer herein, all subsequent owners of all or any part of said Real Estate and improvements thereon, and their grantees, successors, heirs, executors, administrators, devisees, successors and assigns.

ARTICLE I
DEFINITIONS

For the purpose of clarity, certain words and terms used in this Declaration are defined as follows:

1.1 Development Parcel. The entire tract of Real Estate subjected to this Declaration is legally described as follows:

A parcel of land in the Southwest Quarter of Section 25, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which exterior boundary is more fully described as follows: Referring to the Southwest Corner of the Southwest Quarter of said Section 25; thence N 00°44’28W (assumed bearing) on the West line of the said Southwest Quarter, a distance of 1315.06 feet; thence S 89°10’32” E, a distance of 118.13 feet to the East right

of way line of U.S. Highway 71 and the Northwest Corner of Lot 3, Block 1 of Rolling Hills South 3rd Addition, Carroll, Iowa; thence S 00°55'09" W on said East right of way line, said East right of way line also being the West line of Lots 3, 4, and 5 of said Rolling Hills South 3rd Addition, a distance of 359.13 feet to the Southwest Corner of Lot 5 of said Rolling Hills South 3rd Addition and the Point of Beginning; thence S 00°56'00" E continuing on said East right of way line, a distance of 419.61 feet; thence S 04°13'30" W continuing on said East right of way line, a distance of 39.13 feet to the Northwest Corner of Lot 2, Block 5 of Rolling Hills South 3rd Addition; thence S 89°05'23" E on the North line of said Lot 2 and the North right of way line of Summit Drive, a distance of 246.91 feet on the Southwest Corner of Lots 6,5,4,3,2 and 1 of Rolling Hills South 3rd Addition, a distance of 460.10 feet to the Northwest Corner of said Lot 1; thence N 89°27'22" W on the South line of Lots 8, 6 and 5 of Rolling Hills South 3rd Addition, a distance of 255.21 feet to the point of beginning.

1.2 Building Complex. Developer plans to construct on the Condominium project no more than six (6) buildings consisting of two (2) Units within each such buildings. Building Complex shall mean all such buildings which have been or will be constructed for the Condominium Project. A description of the building specifications and construction materials is shown on the attached Exhibit A.

1.3 Unit. A Unit shall be used to designate a part of the development property intended for use as a one-family dwelling, and shall consist of a Unit and Garage, as shown on Exhibit B. "Unit" shall have the same meaning as the term "apartment" as defined in Section 499B.2 of the Iowa Code, 2017. It consists of the area enclosed horizontally by the exposed faces of the drywalls at the exterior walls of the Buildings and the exposed face of the drywalls at the Unit side of the drywalls dividing the Unit from the other Units. Vertically each Unit consists of the Unit space between the upper face of the concrete or other floor and the exposed face of the ceiling. Doors, including garage doors, and windows which open from a Unit are a part of a Unit. A Unit shall also consist of all inner decorated or furnished surfaces of the walls, floors and ceiling, including but not limited to drywall, paint, wallpaper, vinyl or linoleum, carpeting and other floor or wall coverings which are a permanent part of each unit.

1.4 Bylaws. The Bylaws of the Association, a true unsigned copy of which is attached hereto as Exhibit C.

1.5 Common Elements. Common Elements shall have the same meaning as "General Common Elements" as defined in Section 499B.2 of the Iowa Code, 2017, and as described and defined in paragraph 4.1 of this Declaration.

1.6 Unit Ownership. Ownership of a part of the property, consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.7 Unit Owner or Owner. The person or persons whose interest, individually or collectively, aggregate fee simple absolute ownership of a Unit. "Owner" shall have the same meaning as the term "Co-Owner" defined in Section 499B.2 of the Iowa Code, 2017.

1.8 Occupant. Person or persons, other than Owner, in possession of a Unit.

1.9 Association. An association of owners of units to manage all the property subject to this Declaration. The association is referred to in this Declaration as the "Association" and shall have the same meaning as the term "Council of Co-Owners" as defined in Iowa Code Section 499B.2.

1.10 Member. "Member" shall mean every person or entity that holds membership in the Association.

1.11 Board. The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provision is of this Declaration and the Bylaws of the Association.

ARTICLE 2 LOCATION OF LAND AND BUILDINGS

2.1 Location of Land. The land hereby submitted to the Condominium Project is located in the City of Carroll, Carroll County, Iowa, and is legally described as follows:

A parcel of land in the Southwest Quarter of Section 25, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which exterior boundary is more fully described as follows: Referring to the Southwest Corner of the Southwest Quarter of said Section 25; thence N 00°44'28" W (assumed bearing) on the West line of the said Southwest Quarter, a distance of 1315.06 feet; thence S 89°10'32" E, a distance of 118.13 feet to the East right of way line of U.S. Highway 71 and the Northwest Corner of Lot 3, Block 1 of Rolling Hills South 3rd Addition, Carroll, Iowa; thence S 00°55'09" W on said East right of way line, said East right of way line also being the West line of Lots 3, 4, and 5 of said Rolling Hills South 3rd Addition, a distance of 359.13 feet to the Southwest Corner of Lot 5 of said Rolling Hills South 3rd Addition and the Point of Beginning; thence S 00°56'00" E continuing on said East right of way line, a distance of 419.61 feet; thence S 04°13'30" W continuing on said East right of way line, a distance of 39.13 feet to the Northwest Corner of Lot 2, Block 5 of Rolling Hills South 3rd Addition; thence S 89°05'23" E on the North line of said Lot 2 and the North right of way line of Summit Drive, a distance of 246.91 feet on the Southwest Corner of Lots 6,5,4,3,2 and 1 of Rolling Hills South 3rd Addition, a distance of 460.10 feet to the Northwest Corner of said Lot 1; thence N 89°27'22" W on the South line of Lots 8, 6 and 5 of Rolling Hills South 3rd Addition, a distance of 255.21 feet to the point of beginning.

2.2 Description of Building. The building specifications and construction materials for the Condominium Project are shown in Exhibit A attached hereto.

ARTICLE 3
LOCATION AND DESCRIPTION OF UNITS

3.1 Location of Units. The Units, completed or to be completed, are shown and designated by number on the site plan and drawing contained in the attached Exhibit B, as required by Iowa Code Section 499B.4.

3.2 Description of Units. Each Unit submitted to the Condominium Project is described by the Unit set opposite the number below which corresponds to the number designations for each Unit in Exhibit B. The Dimensions and sizes are approximations.

- (a) Unit 1 – 631 Westridge Drive, 1200 sq feet on main level, attached garage with walk out basement.
Unit 2 - 629 Westridge Drive, 1200 sq feet on main level attached garage with walk out basement.
Unit 3 - 623 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 4 - 621 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 5 - 617 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 6 - 615 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 7 - 605 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 8 - 603 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 9 - 604 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 10 - 602 Westridge Drive, 1200 sq feet on main level with attached garage.
Unit 11 - 626 Westridge Drive, 1340 sq feet on main level with attached garage.
Unit 12 - 628 Westridge Drive, 1340 sq feet on main level with attached garage.

3.3 Utility Lines Through Units. Pipes, wires, conduits, flues, ducts, chutes, public utility lines and structural components running through a Unit and servicing more than one Unit shall be a part of the Common Elements.

ARTICLE 4
COMMON ELEMENTS

4.1 Description. The Common Elements shall consist of the Property as defined in this Declaration, except all the property and space designated and described as Units set forth above. The Common Elements shall include, but not by the way of limitation the following:

- (a) The land on which the buildings are erected, and including all of the surrounding lands embraced within the legal description of the property;
- (b) All foundations, columns, girders, beams, supports, those portions of the exterior walls beyond the exposed face of the drywall, those portions of the walls and partitions dividing the Units from other Units beyond the exposed face of the

drywall enclosing the Unit, those portions of the walls and partitions located between the exposed faces of both drywalls enclosing the respective Units, the concrete floors, those portions of the ceiling of Units from the exposed lower face of the ceiling to the upper face of the roof above, the roofs and entrances and exits or communication ways to the Building.

- (c) All land, sidewalks, lawns, gardens, shrubbery, private roads, paths, driveways, landscaping and planting, outside parking and other improved or unimproved areas not within the Units, provided, however, that each Unit Owner shall have an easement for the exclusive use of the driveway abutting his Unit;
- (d) All installations outside the Units for services such as power, light, telephone and water;
- (e) All sewer and drainage pipes;
- (f) The driveways leading from the street to the respective Units, provided, however, that each Unit Owner shall have an easement for the exclusive use and possession of such portion of the driveway directly adjacent to such Unit Owner's garage;
- (g) All patios, provided, however, that each Unit Owner whose Unit has direct access to a patio directly from the interior of his Unit shall have an easement for the exclusive use of such patio; and
- (h) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building.

4.2 No partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms.

4.3 Limited Common Elements. The front stoops and steps and courtyards, the driveway for each garage and all exterior patios attached to each Unit are defined as Limited Common Element reserved for the use of the Unit to which such elements are attached. The cost of upkeep and maintenance of Limited Common Elements shall be common expense. The use of the Limited Common Elements shall be exclusive to the Unit to which they are attached.

ARTICLE 5 OWNERSHIP OF UNITS, APPURTENANCES, AND EASEMENTS

5.1 Exclusive Ownership of Unit. Each Unit Owner shall be entitled to exclusive ownership and possession of their Unit.

5.2 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to their Unit ownership without including therein both the interest

in the unit and the corresponding percentage of ownership in the Common Elements, to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.3 Description and Ownership. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown thereon, and every such description shall be deemed good and sufficient for all purposes and to incorporate by reference the necessary language thereof. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause any Unit to be separated into any tracts or parcels smaller than the whole Unit as shown in Exhibit B.

5.4 Appurtenances. There shall pass with the ownership of each Unit as a part thereof, whether or not separately described, all appurtenances to such Unit (whether such appurtenance is described herein or elsewhere in this Declaration or in the Bylaws of the Association), and no part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the condominium Project.

5.5 Undivided Ownership Interest. An undivided ownership interest in the Real estate and other Common Elements of the Condominium Project shall be appurtenant to each Unit. The amount of such undivided ownership interest appurtenant to each Unit situated shall be as follows:

- One-twelfth (1/12) – Unit 1, 631 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 2, 629 Westridge Drive Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 3, 623 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 4, 621 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 5, 617 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 6, 615 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 7, 605 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 8, 603 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 9, 604 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 10, 602 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 11, 626 Westridge Drive, Carroll, IA 51401
- One-twelfth (1/12) – Unit 12, 628 Westridge Drive, Carroll, IA 51401

5.6 Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the Common Elements.

5.7 Membership and Voting Rights. Appurtenant to each Unit shall be one membership in the Association and there shall be one vote in the affairs of the Association for each membership.

5.8 Encroachment Easements. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) alteration or repair to the Common Elements made by or with the

consent of the Board of Directors, or (c) as a result of restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

5.9 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Directors of the Association shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

5.10 Easements Granted by Association. The Association may hereinafter grant easements for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and electrical conduits and wires over, under, along and on the Common Elements for the benefit of the Condominium Project.

5.11 Right of Ingress and Egress. Each Unit Owner shall have an easement for the right of ingress to and egress from his or her Unit, with such right being perpetual.

5.12 Cross Easements. Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows:

- (a) For ingress and egress through the Common Elements and for maintenance, repair, and replacement as authorized;
- (b) Every portion of a Unit contributing to the support of the Building is burdened with an easement of such support for the benefit of all such other Units.

5.13 Easements are Perpetual. All easements and rights described or authorized herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Owner, and occupants of Units and all other persons having an interest in the Property, or any part or portion of the Property.

5.14 Legality of Easements. Reference in deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easement and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgages and trustees of such parcels as fully and

completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE 6
DEVELOPER'S RESERVED RIGHTS AND POWERS

6.1 Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereto to the contrary, to sell, lease or rent Units to any Person and shall have the right to transact on the Condominium Property any business relating to construction, sale, lease or rental of Units including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the land, and to use Common Elements to show Units. Developer retains the right to be and remain the Owner of completed but Unsold Units under the same terms and conditions as other Owners including membership in the Association except for this right to sell, rent or lease.

6.2 Easements. Developer expressly reserves perpetual easements for ingress, egress, and utility purposes as may be required across and under the land submitted hereby and by any supplemental Declarations hereto for expansion of the Condominium Project and in connection with any development of the land.

6.3 Construction of Units – Variation and Adjustment. The Developer reserves the right to substitute any of the materials, equipment and appliances, for materials, equipment and appliances of equal or better quality.

ARTICLE 7
NAME OF CONDOMINIUM

7.1 Name. The Condominium Project is to be known as Rolling Hills South Condominiums. An Association of Unit Owners through which the Unit Owners will manage and regulate the Condominiums pursuant to the Bylaws.

ARTICLE 8
THE UNIT OWNER'S ASSOCIATION

8.1 Association. The Association shall be known as the Rolling Hills South Condominium Association, Inc. The responsibility of the Association shall be to administer the Common Elements, approve the annual budget, provide for, and collect assessments, and arrange for the management and insuring of the Property. Every Unit Owner shall become a Member of the Association, which membership shall terminate upon the sale or other disposition by such Member of his or her Unit ownership, at which time the new Unit Owner shall automatically become a member of the Association.

8.2 Voting Rights. The voting rights and other rights and privileges in the Association shall be determined by the Bylaws of the Association.

ARTICLE 9
UNITS SUBJECT TO DECLARATION, WARRANTY DEED AND BYLAWS

9.1 Compliance. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Warranty Deed and the Bylaws. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Declaration, the Warranty Deed and the Bylaws, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were cited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Declaration, the Warranty Deed and the Bylaws by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

ARTICLE 10
INVALIDITY

10.1 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 11
WAIVER

11.1 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 12
AMENDEMENT TO DECLARATION

12.1 Amendment. This Declaration may be amended by the vote of at least 75% of all Unit Owners, in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, or in lieu of a meeting, any amendment may be approved in writing by 75% of all Unit Owners; provided, however, that:

- (a) No amendment shall change the Developer's reserved rights and powers pursuant to the provisions of Article 6;

- (b) No amendment shall change the formula prescribed in Article 5, for determining the amount of Undivided Ownership Interest appurtenant to each Unit set out in this Declaration or in any executed and recorded supplemental Declaration.

ARTICLE 13 CONFLICTS

13.1 Conflicts. This Declaration is set forth to comply with the requirements of Iowa Code Chapter 499B. In case the provisions stated herein are in conflict with the provisions of said Chapter, the provisions of said Chapter shall control.

ARTICLE 14 COVENANTS AND RESTRICTIONS FOR USE AND OCCUPANCY

14.1 Covenants and Restrictions. The Units and Common Elements shall be occupied and used as follows:

- (a) Single Family Residences. Except as otherwise provided in this Declaration, no part of the Property shall be used for other than housing and the purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. An Owner may use a portion of his or her Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant; and provided further that in no event shall any part of the Property be used as a school or music studio.
- (b) Developer Promotional Use. Developer may use the Property as provided in Section 6.1 regarding Developer's reserved rights and powers.
- (c) No Adverse Use. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as otherwise expressly provided in this Declaration. No structure, shed, or storage structure of any kind, shall be placed on the property, including the common elements, unless all unit owners consent in writing. Each Owner shall be obligated to maintain and keep in good order and repair his or her own Unit.
- (d) Insurability. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any building, or contents thereof, applicable for residential use, without prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any building, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the Common Elements; provided, however, that furniture, fixtures, equipment and decorative items provided by the Association may be placed in any

of the Common Elements at the discretion of the Board of Directors of the Association.

- (e) Alterations of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association, and except as provided in this Declaration or in the Bylaws of the Association.
- (f) Adverse Use and Signs. Except as provided in Sections 14.1(a) and 14.1(b) of this Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as is otherwise provided in this Declaration. However, the right is reserved by Developer, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgage.
- (g) Exterior Appearance. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Units, and no sign, awning, canopy, shutter, radio or other antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association, except a satellite dish 24" diameter or less attached to the Owner's Unit. Furthermore, Owners shall not paint or alter the exterior siding, finish or roof of the Unit without the prior written consent of the Association.
- (h) For Sale Signs. Notwithstanding anything to the contrary herein, in the event that a Unit Owner desires to sell his or her Unit Ownership he or she may cause to be erected one "For Sale" sign on the Common Element in front of his or her Unit which sign shall not exceed six (6) square feet in surface area.
- (i) Pets. No animals, livestock, fowl, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common elements, except that dogs, cats or other normal household pets, not exceeding two in total number of pets, may be kept in any Unit, unless prohibited by and subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon written notice from the Association.
- (j) Nuisances. No noxious or offense activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

- (k) Structural Damage. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided in this Declaration.
- (l) Unsightly Use of Common Elements. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. All garbage containers shall be stored inside the Units.
- (m) Patios. Outdoor furniture, gas grills, portable barbeques, and the like may be kept on a patio; however, the same shall not be used for the storing of general items of personal property.
- (n) Parking on Common Elements. There shall be no parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, boats, campers, RVs, trailers, benches or chairs on any part of the Common Elements; provided, however, that automobiles may be parked on the surfaced areas designated for such use.

ARTICLE 15 LEASING

15.1 Lease by Owner. No Owner (except Developer, or a Mortgagee who takes title in lieu of foreclosure or who under the terms of his or her mortgage, or decree of Court foreclosing a mortgage takes possession or title to a Unit) shall have the right to lease a Unit for a period in excess of six (6) months in any one calendar year without the prior written consent of the Association. If an Owner does rent a Unit, the Owner shall ensure that such tenant observes all Bylaws of the Association and such Owner shall be held liable for any action of such tenant. In case of violation of any rules or Bylaws, the Board may demand that such tenant surrender possession of the Unit immediately. The judgment of the Board shall be final in any such matter.

ARTICLE 16 COMMON EXPENSES, INSURANCE OR DAMAGE OR DESTRUCTION AND DISPOSITION OF INSURANCE PROCEEDS; CONDEMNATION

16.1 Common Expenses. The Owners of each Unit shall be responsible for and pay for their proportionate share of charges, costs and expenses incurred, including without limitation, administrative expenses, risk and fire insurance for the Building, liability insurance for Common Elements, exterior repairs and maintenance including lawn care, mowing, snow removal and other general maintenance of the buildings and Common Elements, to be paid in such manner and time as fixed by the Board of Directors of the Association pursuant to the Bylaws. Until all units are constructed only such units that utilize snow removal or lawn care services shall be responsible

for payment of charges. Developer shall be responsible for maintaining services for undeveloped or unsold areas.

16.2 Insurance – Fire and Casualty. The Association shall secure a policy or policies of fire and casualty insurance as provided in the Bylaws of the Association. Unit Owners shall provide insurance for personal property and furniture or other property located in a Unit and owned by the Unit Owner. All proceeds of insurance payable as a result of casualty losses, except on furniture and personal property, shall be paid to the Association and shall be distributed in accordance with the following provisions.

- (a) Sufficient, Insurance Proceeds. In the event the improvements, or any portion thereof, including the Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage paid shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; and any excess of such insurance proceeds, after completion and payment of such repair, restoration or reconstruction, shall be paid to the Association to apply against common expenses; provided, however, that in the event, within thirty (30) days after the damage or destruction the Owners elect as provided in Article 17 of this Declaration either to sell the Property or to withdraw the Property from this Declaration, then such Repair, restoration or reconstruction shall not be undertaken.
- (b) Insufficient Coverage. In the event that improvements, or any portion thereof, including the Units, shall suffer damage or destruction from any cause, and such damage or destruction is not insured against or the insurance proceeds are not sufficient to pay the cost of repair, restoration, or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association, unless the Owners shall within thirty (30) days or any such longer time permitted by law after said damage or destruction elect as provided in Article 17 of this Declaration, either to sell or to withdraw the Property from the provisions of this Declaration and terminate the same. Each Unit Owner shall be liable for the cost of any repair, restoration or reconstruction to such owner's Unit in excess of the insurance proceeds paid as a result of the damage or destruction and which are allocated to such Unit. The Board of Directors shall have the authority and duty to allocate between and among the damaged Units the available insurance proceeds paid as a result of the damage or destruction, with such allocated based on the actual insurance coverage obtained by the Association for the benefit of each Unit. Should any owner refuse or fail after reasonable notice to pay the share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association or by any one or more of the other Owners and the amount so advanced shall constitute a lien on the interest of that Owner in the Property in favor of the Association or the Owner or Owners making the advance, which liens shall have the same force and effect and may be enforced in the same manner as provided in the Bylaws of the Association.

- (c) Method for Handling Insurance Proceeds. In the event of repair, restoration or reconstruction of the improvements, the available insurance proceeds shall be paid out (after disbursement of funds, if any, required to be furnished by the Association) on architect's certificates or other proper evidence satisfactory to the Association indicating that the amount paid out from time to time does not exceed the value of the repair, restoration or reconstruction that has been or is being effected, and that the balance of the available insurance proceeds remaining in the hands of the Association are sufficient to complete the repair, restoration or reconstruction. Satisfactory waivers of lien shall also be furnished to the Association at the time of each payout.
- (d) Decision to Withdraw Property from the Condominium. In the event that improvements, or any portion thereof, including the Units, shall suffer damage or destruction from any cause and the Owners may, within thirty (30) days after the damage or destruction pursuant to Section 16.2(a) or within thirty (30) days or any such longer time permitted by law after damage or destruction pursuant to this Article, elect as provided herein to (a) repair, reconstruct or rebuild, or (b) sell the same, and if the decision is to sell or terminate, than the Association shall distribute the available insurance proceeds to each Owner and his or her mortgagee, if any, based on the Owner's percentage ownership in the Units and Common Elements as provided herein.
- (e) Mortgage Beneficiary. The insurance covenants contained in this Article are covenants for the benefit of any mortgagee of a Unit and may be enforced by any such mortgagee, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of whether to reconstruct or repair.

16.3 Condemnation; General. If all or part of the Property is taken or threatened to be taken by condemnation, the Board and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The expense of participation in such proceedings by the Board shall be a common expense. The Board may obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damage or awards for any such taking shall be deposited with the Board, acting as trustee, and such damages or award shall be applied or paid as provided in this Declaration.

- (a) Condemnation of Common Elements. If any action is brought to condemn a portion of the Common Elements, the Board shall have the sole authority to determine whether to defend or resist such action, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of condemnation. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Unit Owners in proportion to his or her ownership interest. The Board may call a meeting of the Association, at which meeting the Members by a majority vote may decide whether to replace or restore insofar as possible the Common Elements so taken or damaged.

- (b) Payment of Awards and Damages. Any damages or awards paid to or for the account of any Unit Owner by the Board, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgages; thirdly, to the payment of any unpaid Common Expenses or special assessments charged to or made against the Unit; and finally to the Unit Owner.
- (c) Mortgagee. If any Unit or portion thereof of the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, the Mortgagee of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or any other document establishing the Condominium Project shall entitle the Unit Owner or other party to priority over such Mortgagee with respect to the distribution of the proceeds of any award or settlement.

ARTICLE 17 SALE OR WITHDRAWAL AND TERMINATION

17.1 Action by Owners. The Owners by affirmative vote of 75% of the total vote, at a meeting of the voting Members duly held in accordance with the Bylaws, may elect to sell the Property as a whole, or to withdraw the Property from the provisions of this Declaration, and to terminate the same. The interest of any Owner of the minority not voting in favor of such action may be purchased by any of the Owners voting in favor thereof, or the Association on behalf of those Owners voting in favor thereof, at its then fair market value.

17.2 Conveyance. In the event the election is made to terminate this Declaration and to withdraw the Property from its status as a horizontal property regime, then upon the consummation of the purchases of dissenting Owners' interests as herein provided, all of the Owners and their respective spouses shall duly execute, acknowledge and record an instrument setting forth the facts and circumstances, waiving dower and homestead rights insofar as such rights affect the exclusive ownership of any Unit, and expressly declaring their intention to withdraw the Property. The instrument shall provide that titles to all Units shall thereby be conveyed and become vested in all the then Owners of the Common Elements as tenants in common, in the same proportions as such Owners shall then own said Common Elements, subject, however, to the rights of any mortgagee or other person having a bona fide lien of record against any Unit, unless such lienholder shall consent in writing to the transfer of his or her lien to the appropriate Owner's undivided interest in the whole Property resulting from the recording of such instrument.

ARTICLE 18 REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

18.1 Abatement and Enjoyment. The violation of any covenant, restriction or condition within this Declaration, or of the Bylaws of the Association or any regulation adopted by the

Association, shall give Developer or the Association the right, in addition to the rights set forth in the next succeeding section:

- (a) to enter any Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon or therein contrary to the intent and meaning of the provisions of this Declaration, and Developer or the Association or its agents, shall not thereby be deemed guilty in any manner of trespass; and
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Developer's rights under this Section shall terminate upon conveyance by Developer of all of the Units.

18.2 Involuntary Sale. If any Owner (either by his or her own conduct or by the conduct of any other occupant of the Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, then the Association shall have the power, by action of a majority of its Board of Directors, to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the defaulting Owner to continue as an Owner and to continue to occupy, use or control his or her Unit, and thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting owner, which consent shall not be unreasonably withheld. In the alternative, a decree may be obtained declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him or her on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against the defaulting Owner in the Decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Owner. Upon the confirmation of such sale, the Unit owner shall execute, acknowledge and deliver a deed conveying to the purchaser all his or her right, title and interest to the property, waiving dower and homestead therein, and such purchaser shall, subject to the rights and privileges of the Association, be entitled to possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, and the purchaser shall become a Member of the Association in the place of the defaulting Member.

ARTICLE 19

GENERAL PROVISIONS

19.1 Initial Board Shall Govern. Until such time as the first annual meeting of the Association is held as provided in the Bylaws of the Association, the Board of Directors appointed by Developer shall exercise the powers, rights, duties and functions of the Association.

19.2 Lender Notices. Upon written request to the Board, the holder of any duly recorded mortgage against any Unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit ownership is subject to such mortgage.

19.3 Notices to the Board. Notices required to be given to the Board or the Association shall be delivered to the President and a copy to the Secretary of the Association either personally or by regular mail addressed to such officer at his or her Unit or other business address.

19.4 Notices to Others. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his, or her or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

19.5 Separate Taxation. Real property taxes, special assessments, and any other special taxes or charges of the State of Iowa or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon real property shall be assessed against and levied upon each Unit and the Owner's corresponding percentage of ownership in the Common Elements as a tract, and not upon the Property for a whole.

19.6 Captions. The article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

19.7 Uniform Plan. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Condominium Project.


19.8 Duration. This Declaration shall be effective for a period of 21 years from the date of the recordation of this Declaration and, unless sooner terminated as provided in this Declaration, shall be automatically extended for successive periods of ten (10) years each thereafter.

19.9 Enforcement. The Association or any Owner of a Unit shall have the right to enforce the provisions of this Declaration against any other Owner or Occupant violating the same by proceedings for injunction or for money damages, or both. All expenses in connection with any such action or proceeding, including court costs and reasonable attorneys' fees, shall be charged to and assessed against such defaulting Owner or Occupant, and shall be collected as part of the judgment in such suit assessed in favor of the prevailing party. The remedies provided for in this Declaration shall be in addition and supplementary to any other remedies provided by law.

19.10 Provisions Binding. All provisions of this Declaration shall be fully binding upon the Developer, its successors and assigns, and upon all subsequent Owners of all or any part of the Real Estate and improvements thereon, together with their grantees, heirs, executors, administrators, devisees, successors and assigns.

IN WITNESS WHEREOF, 704 Development Corp., an Iowa corporation has caused its name to be signed by its President on this 25 day of June, 2018.

704 DEVELOPMENT CORP.

By: 
Matthew P. Greteman, President

STATE OF IOWA)
)ss:
COUNTY OF CARROLL)

This instrument was acknowledged before me on the 25 day of June, 2018, by Matthew P. Greteman, President of 704 Development Corp.



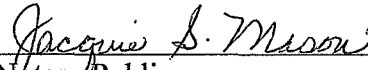

Notary Public

EXHIBIT A
Building Specifications and Construction Materials

The buildings will be a "duplex style" fronting on Westridge Drive in the City of Carroll, Iowa. The buildings will be a one story building, containing two individual units with attached garages. The general construction consists of eight inch concrete foundation walls. There is a sound insulated stud and double-layer five-eighths inch gypsum board on double stud walls between the units. Steel pipe columns and wood laminated beams support the center spans of the first floor. The first floor construction consists of 11 7/8 I-joists on sixteen inch centers with 3/4 tongue and groove OSB floor for resilient floor coverings or carpet. Exterior walls above grade consist of four or six inch walls, 1/2" OSB sheathing and vinyl, steel or composite siding. Interior partitions between dwellings consist of two insulated wood stud walls separated with air space and fire-resistant gypsum board finish. Roof construction consists of wood rafters and 1/2" OSB sheathing covered with asphalt shingle surface. First floor ceiling consists of 5/8" gypsum board surface and 14 inch blown cellulose insulation. Balance of the interior partitions, are wood stud with 1/2" gypsum board surface and wood trim. Furnace and air conditioning units: gas forced air and electric cooling. One central sewer service for each unit with two units hooked to single sewer lateral. Separate water service and exterior water shut-offs for each unit.

PRELIMINARY PLAT ROLLING HILLS SOUTH CONDOMINIUMS CITY OF CARROLL CARROLL COUNTY, IOWA

CURVE	RADIUS (FT)	DELTA	LENGTH	TANGENT	DIRECTION
C1	185.00 L	33° 33' 16.80"	108.15	108.81	N 13° 59' 14.89" W
C2	225.00 R	27° 51' 55.45"	103.43	103.53	N 18° 49' 55.78" W
C3	38.00 L	40° 34' 48.54"	27.82	27.09	N 25° 11' 18.53" W
C4	59.00 R	27° 38' 44.04"	284.87	74.89	S 87° 09' 20.84" E
C5	39.00 L	53° 29' 05.81"	43.21	41.04	S 12° 28' 27.77" W
C6	175.00 L	20° 20' 48.50"	82.49	82.12	S 22° 52' 29.88" E
C7	235.00 R	33° 33' 16.80"	107.59	106.97	S 13° 59' 14.89" E

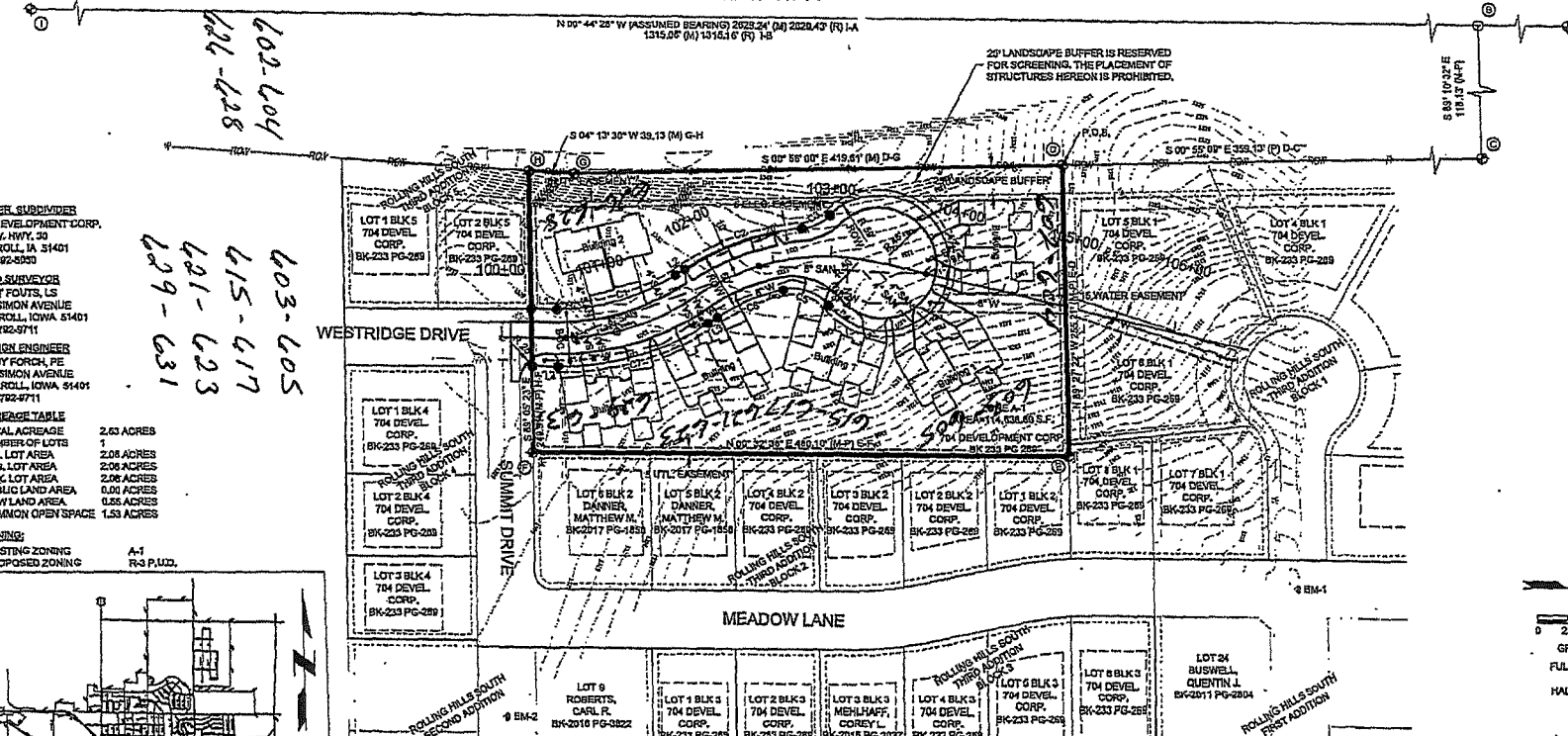
LINE	LENGTH	BEARING
L1	227.7	N 00° 47' 24.77" E
L2	9.87	N 02° 43' 54.10" W
L3	9.87	S 32° 45' 54.13" E
L4	22.86	S 00° 47' 24.77" W

INDEX OF SHEETS
SHEET 1 - BOUNDARY INFORMATION
SHEET 2 - BOUNDARY DESCRIPTION AND DEDICATION

LEGEND	
UTILITY EASEMENT	MEASURED DISTANCE M
BUILDING SET BACKLINE	PLATTED DISTANCE P
MONUMENT FOUND	RECORDED DISTANCE R
FOUND MONUMENT LABEL	RIGHT-OF-WAY ROW
MONUMENT SET YELLOW CAP. NO. 21443	EASEMENT EASE.
TEMPORARY POINT	UTILITY UTIL.
	PROPOSED PROP.
	ELECTRICAL ELEC.

US HIGHWAY 71

N 00° 44' 28" W (ASSUMED BEARING) 2628.24' (M) 2028.43' (R) 1A
1315.00' (M) 1315.13' (R) 1B



OWNER/SUBDIVIDER
704 DEVELOPMENT CORP.
704 W. HWY. 30
CARROLL, IA 51401
712-792-8990

LAND SURVEYOR
MATT FOUTS, LS
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

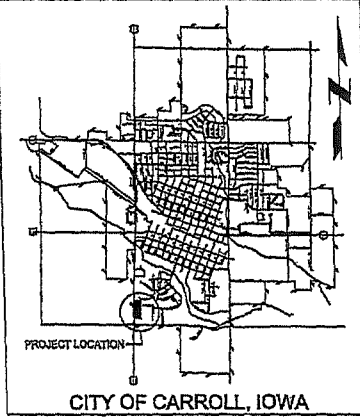
DESIGN ENGINEER
CODY FORCH, PE
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

603-605
615-617
629-631
628-628
602-604

ACREAGE TABLE

TOTAL ACREAGE	2.63 ACRES
NUMBER OF LOTS	1
MIN. LOT AREA	2.08 ACRES
AVG. LOT AREA	2.08 ACRES
MAX. LOT AREA	2.08 ACRES
PUBLIC LAND AREA	0.00 ACRES
ROW LAND AREA	0.55 ACRES
COMMON OPEN SPACE	1.53 ACRES

ZONING:
EXISTING ZONING: A-1
PROPOSED ZONING: R-3 P.U.D.



BUILDING SETBACKS
SPACE BETWEEN BUILDINGS - 10' MIN.

NOTE:
ALL BEARINGS ARE ASSUMED, ALL MONUMENTS SET ARE 5/8" REBAR WITH YELLOW CAP. 15/2443 UNLESS OTHERWISE NOTED. MONUMENTS TO BE SET UPON COMPLETION OF CONSTRUCTION.

SEE SHEET 2 FOR MONUMENT DESCRIPTIONS.

CITY APPROVALS		PRELIMINARY PLAT APPROVED 704 DEVELOPMENT CORP.	
RECOMMEND TENTATIVE PLAT APPROVAL - PLANNING & ZONING COMMISSION			
CHAIRMAN	DATE		
TENTATIVE PLAT APPROVAL - CITY OF CARROLL, IOWA			
CLERK	DATE	704 DEVELOPMENT CORP.	3/22/18



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Cody Forch* 3/22/18
DATE

PRINTED OR TYPED NAME: CODY P. FORCH

22843

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 2

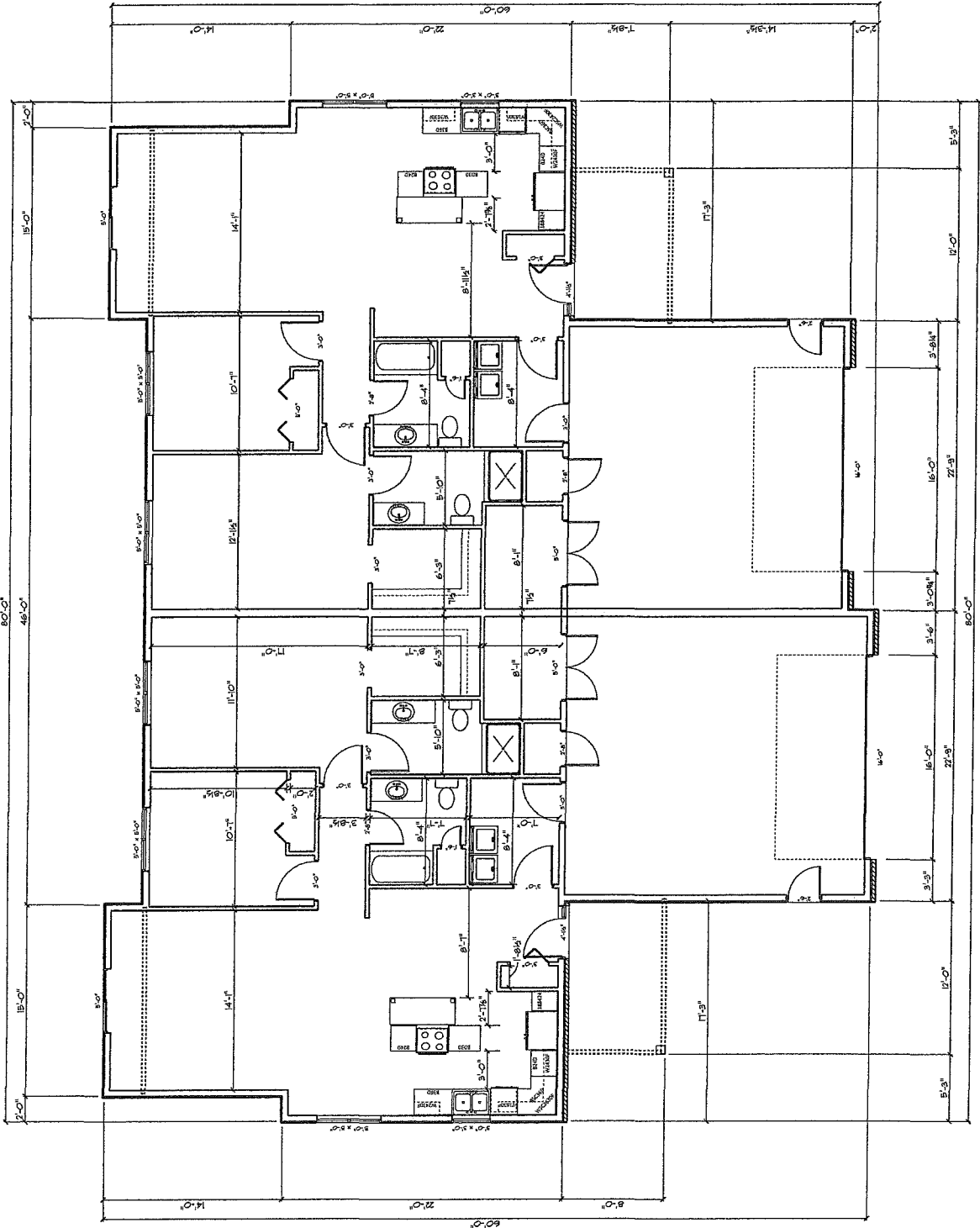
EXHIBIT B

2017 ROLLING HILLS SOUTH
PRELIMINARY PLAT
BOUNDARY INFORMATION

SHL

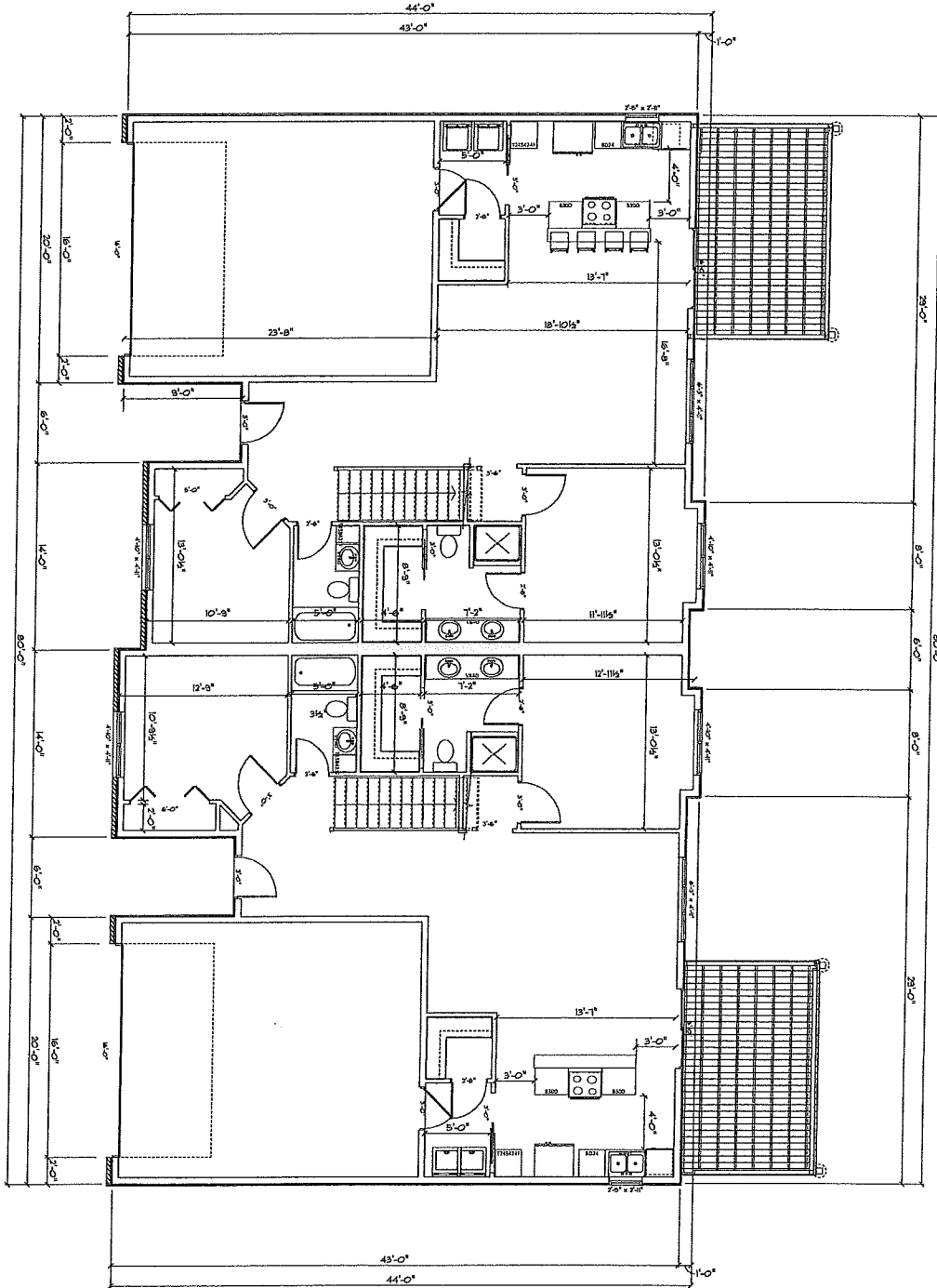
626 & 628 Westridge

2

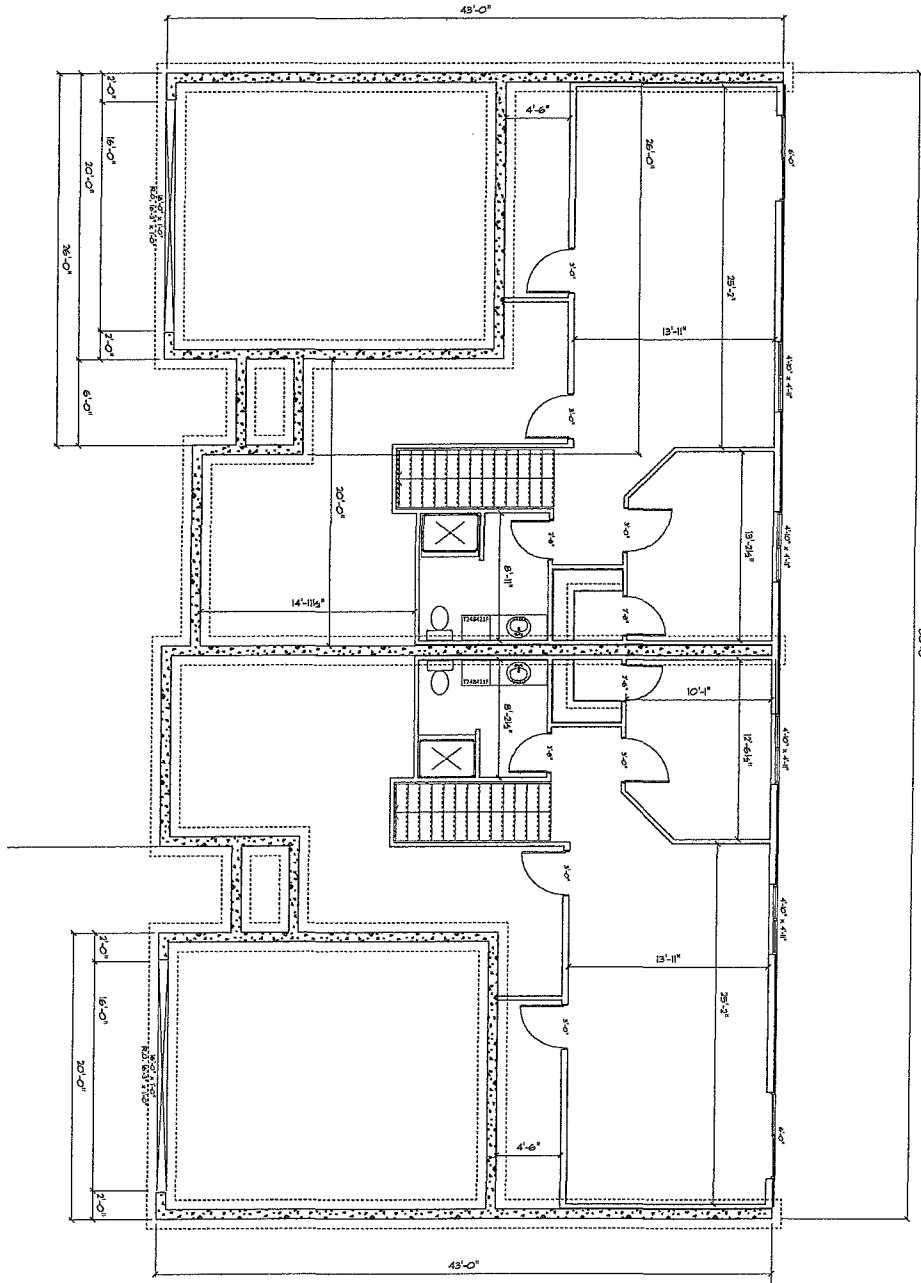


602, 604, 603, 605, 615, 617, 621, 623, 629, 631

Westridge. Main floor



Lower level, (un finished)



PRELIMINARY PLAT ROLLING HILLS SOUTH CONDOMINIUMS CITY OF CARROLL CARROLL COUNTY, IOWA

CURVE	RADIUS (FT)	DELTA	LENGTH	TANGENT	DIRECTION
C1	185.00' L	33° 33' 18.88"	108.15'	106.81'	N 15° 59' 14.68" W
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C3	39.00' L	40° 34' 48.54"	27.62'	27.08'	N 25° 11' 18.63" W
C4	59.00' R	27° 38' 44.04"	284.87'	78.46'	S 87° 09' 20.84" E
C5	39.00' L	63° 29' 06.81"	43.21'	41.04'	S 19° 25' 27.77" W
C6	175.00' L	20° 26' 46.50"	62.45'	62.12'	S 22° 32' 29.88" E
C7	235.00' R	33° 33' 18.88"	137.63'	135.67'	S 15° 59' 14.68" E

LINE	LENGTH	BEARING
L1	22.77'	N 00° 47' 24.77" E
L2	9.55'	N 32° 45' 54.13" W
L3	9.55'	S 32° 45' 54.13" E
L4	22.88'	S 00° 47' 24.77" W

INDEX OF SHEETS
SHEET 1 - BOUNDARY INFORMATION
SHEET 2 - BOUNDARY DESCRIPTION AND DEDICATION

LEGEND	
UTILITY EASEMENT	-----
BUILDING SET BACK LINE	-----
MONUMENT FOUND	⊕
FOUND MONUMENT LABEL	Ⓐ
MONUMENT SET YELLOW CAP. NO. 21443	●
TEMPORARY POINT	○
MEASURED DISTANCE	M
PLATTED DISTANCE	P
RECORDED DISTANCE	R
RIGHT-OF-WAY	ROW
EASEMENT	EASE.
UTILITY	UTIL.
PROPOSED	PROP.
ELECTRICAL	ELEC.

US HIGHWAY 71

OWNER, SUBDIVIDER
704 DEVELOPMENT CORP.
704 W. HWY. 39
CARROLL, IA 51401
712-792-5050

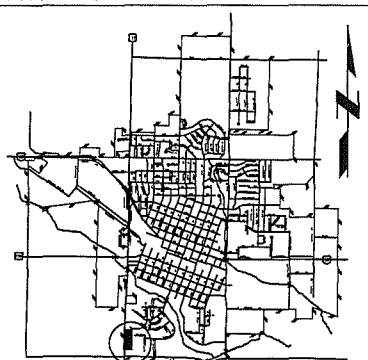
LAND SURVEYOR
MATT FORTS, LS
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

DESIGN ENGINEER
CODY FORCH, PE
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

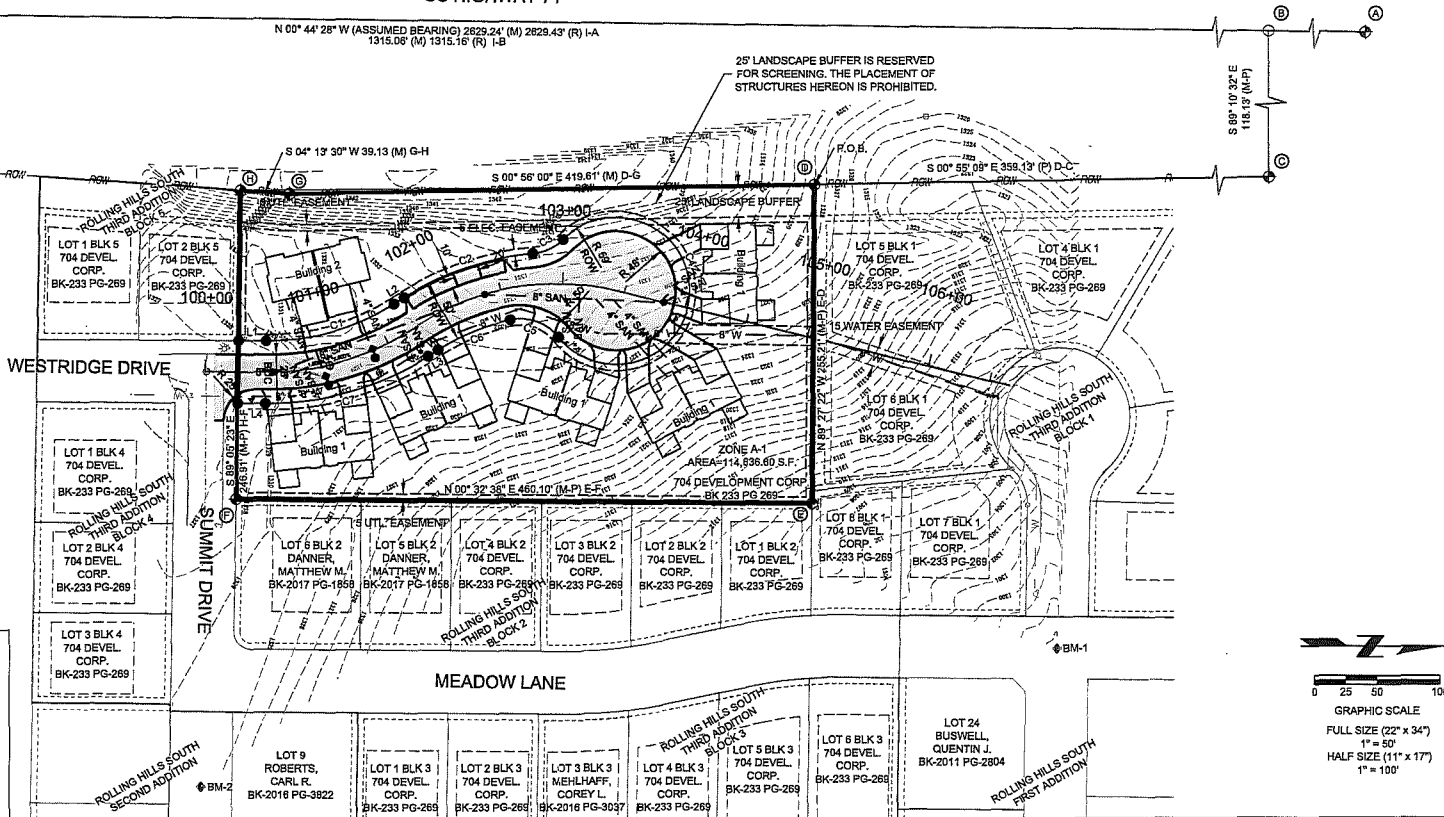
ACREAGE TABLE

TOTAL ACREAGE	2.63 ACRES
NUMBER OF LOTS	1
MIN. LOT AREA	2.08 ACRES
AVG. LOT AREA	2.08 ACRES
MAX. LOT AREA	2.08 ACRES
PUBLIC LAND AREA	0.00 ACRES
ROW LAND AREA	0.55 ACRES
COMMON OPEN SPACE	1.53 ACRES

ZONING:
EXISTING ZONING A-1
PROPOSED ZONING R-3 P.U.D.



CITY OF CARROLL, IOWA



BUILDING SETBACKS:
SPACE BETWEEN BUILDINGS - 10' MIN.

NOTE:
ALL BEARINGS ARE ASSUMED. ALL MONUMENTS SET ARE 5/8" REBAR WITH YELLOW CAP LSN 21443 UNLESS OTHERWISE NOTED. MONUMENTS TO BE SET UPON COMPLETION OF CONSTRUCTION.

SEE SHEET 2 FOR MONUMENT DESCRIPTIONS.

CITY APPROVALS		PRELIMINARY PLAT APPROVED 704 DEVELOPMENT CORP.	
RECOMMEND TENTATIVE PLAT APPROVAL - PLANNING & ZONING COMMISSION			
CHAIRMAN	DATE	PRINTED OR TYPED NAME	DATE
TENTATIVE PLAT APPROVAL - CITY OF CARROLL, IOWA		<i>Matt P. Dow</i>	6/25/18
CLERK	DATE	704 DEVELOPMENT CORP.	DATE



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Cody Forch 6/25/18
SIGNATURE CODY F. FORCH DATE

PRINTED OR TYPED NAME
22843
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 & 2

2017 ROLLING HILLS SOUTH
CONDOMINIUMS
CARROLL, IOWA
160499

PRELIMINARY PLAT
BOUNDARY INFORMATION

PROJECT NO. 160499.00
DATE 6/25/2018
DRAWN BY ASCHLADER
FILE NAME S:\2018\160499\Preplat\Preplat 1.dgn
FIELD BOOK FIELD BOOK
FIELD CREW FC IN
SURVEY FILE NO SURVEY FILE NO
PLAN BOARD 2304# PH DATE
10 PERCENT REVIEW 7/26/18
DATE 7/26/18
10 PERCENT REVIEW 7/26/18
DATE 7/26/18
REVISIONS

SHEET 1

File Name and Location: P:\Engineering\160499_00 - 2017 Development\Rolling Hills South\Concept\7-Design\2-Drawings\Sheet\160499-Preplat\1.dgn
 Plot Date/Time: 6/25/2018 8:47:47 AM
 Plot Device: HP DesignJet T730
 K:\Bentley\MapServer\MapServer\OpenRoads\MapServer\Drawings\160499-Preplat\1.dgn
 K:\Bentley\MapServer\MapServer\OpenRoads\MapServer\Drawings\160499-Preplat\1.dgn



800.723.8567

PRELIMINARY PLAT ROLLING HILLS SOUTH CONDOMINIUMS CITY OF CARROLL CARROLL COUNTY, IOWA

DEDICATION:

KNOW ALL MEN BY THESE PRESENT: THAT 704 DEVELOPMENT CORP. IS THE OWNER OF THE LAND DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS ROLLING HILLS SOUTH CONDOMINIUMS. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF ITS PROPERTY AS SHOWN ON THIS PLAT. ALL STREET RIGHT-OF-WAY CONTAINED WITHIN THE PERIMETER OF THIS SUBDIVISION AS SHOWN HEREON ARE HEREBY TENDERED FOR PUBLIC USE. SAID OWNER FURTHER GRANTS PERPETUAL UTILITY EASEMENTS AND ELECTRICAL EASEMENTS TO THE CITY OF CARROLL AND ANY PUBLIC OR PRIVATE UTILITY FOR RECIPROCAL USE BY THE LICENSEES OF SAID SUBDIVISION TO BUILD, ERECT, MAINTAIN AND OR REPAIR THE FOLLOWING: WATERLINES, DRAINAGE FACILITIES, NATURAL GAS LINES, WIRES AND CABLES FOR CARRYING TRANSMISSION OF ELECTRICAL CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION AND RECEPTION OF SIGNALS AND SOUNDS OF ALL KINDS ON, OVER, THROUGH, UNDER AND ACROSS ALL STRIPS OF LAND LABELED AS UTILITY OR ELECTRICAL EASEMENTS ON THIS PLAT. THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA SHALL NOT BE CHANGED WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY OF CARROLL. NO LANDSCAPING OR STRUCTURE SHALL BE ERECTED OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE CITY OF CARROLL.

MONUMENT DESCRIPTIONS (SEE SHEET 1)

- A = FOUND A 5/8" REBAR WITH YELLOW CAP LS# 12108, CORNER CERTIFICATE BOOK 3, PAGE 279. NNW 19.83' NE CORNER OF STORM SEWER INLET NW 14.53' CORNER OF STORM SEWER INLET. WNW 8.25' S CORNER OF STORM SEWER INLET W 30.7' TO CENTERLINE JOINT OF U.S. HIGHWAY 71. SEC. 25-T84N, R35W.
- B = TEMPORARY POINT.
- C = FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP LS#6806. NW CORNER OF LOT 3 BLK. 1 OF ROLLING HILLS SOUTH THIRD ADDITION
- D = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
- E = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
- F = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
- G = FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP LS# 10041. R.O.W. MARKER.
- H = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
- I = FOUND PK NAIL, CORNER CERTIFICATE BOOK 3, PAGE 280. NW 92.37' TO A FOUND MAG NAIL IN TOP OF CMP. NE 140.23' TO A FOUND IDOT R.O.W. MARKER. SW 176.14' TO A FOUND IDOT R.O.W. MARKER IN CENTERLINE OF U.S. HIGHWAY 71 AND 210TH ST.

BENCHMARKS - DATUM NAVD 88				
POINT NAME	NORTHING	EASTING	ELEVATION	LONG DESCRIPTION
BM - 1			1296.67	CUT 'X' IN NORTH EDGE OF SANITARY SEWER MANHOLE RIM AT VALLEY DR. AND MEADOW LN.
BM - 2			1330.05	CUT 'X' NORTH RIM SAN. SEWER MANHOLE RIM 100' EAST OF WEST DEAD END ON SUMMIT DR.

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°58'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

OWNER: 704 DEVELOPMENT CORP.

NATIONAL FLOOD INSURANCE PROGRAM INSURANCE RATE MAP:

COMMUNITY-PANEL NUMBER 190041 0153C
SEPTEMBER 15, 2017
ZONE X (NON-FLOOD PLAIN).

NOTE:
THERE ARE BURIED UTILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING WORK. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN, OR NOT SHOWN ON THE PLAN.

CONTOURS SHOWN ARE AT 2 FOOT CONTOUR INTERVALS.

2017
ROLLING HILLS SOUTH
CONDOMINIUMS
CARROLL, IOWA
160489

PRELIMINARY PLAT
BOUNDARY DESCRIPTION AND DEDICATION

PROJECT NO. 160489.00
DATE 07/25/2018
DRAWN BY ASCHLADER
FILE NAME S:\160489-Preliminary Plat 2.dgn
FIELD BOOK FIELDBOOK
FIELD CREW FC INE
SURVEY FILE NO. SURVEY FILE NO
PLAN IN HAND 100% DATE 08/01/18
75 PERCENT REVIEW 75% DATE 08/01/18
90 PERCENT REVIEW 90% DATE 08/01/18
100 PERCENT REVIEW 100% DATE 08/01/18
REVISIONS

File Name and Location: P:\160489\160489.dwg, 2nd Development Meeting, 08/01/18, South, Carroll County, Design\2-Drawing\Sheet\160489-Preliminary Plat 2.dgn
Plot Date and Location: 8/23/2018 11:17 AM, By: dmatt

Prepared by: City of Carroll, 112 E. 5th Street, Carroll, IA 51401

712-792-1000

RESOLUTION NO.: _____

WHEREAS, Matthew Greteman, President of 704 Development Corp., has filed a Preliminary Plat for Rolling Hills South Condominiums, City of Carroll, Carroll County, Iowa; and,

WHEREAS, the Preliminary Plat was given tentative approval by the City Planning and Zoning Commission at their meeting of July 11, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby tentatively approve the Preliminary Plat for Rolling Hills South Condominiums, City of Carroll, Carroll County, Iowa. Council gives authorization to proceed with preparation of the Final Plat pursuant to Section 6-6.0308 of the City of Carroll Subdivision Ordinance.

Passed and adopted by the Carroll City Council this 6th day of August, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Eric P. Jensen, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 6th day of August, 2018 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Preliminary Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Preliminary Subdivision Plat as provided by law.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

On this 6th of August, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

August 6, 2018

The City Council of the City of Carroll in the State of Iowa, met in _____ session, in the Council Chamber, City Hall, 112 East 5th Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 704 DEVELOPMENT CORP., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH 704 DEVELOPMENT CORP., AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, on August 27, 2018, this Council will consider whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and will consider adoption of the Rolling Hills South Condominiums Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Rolling Hills South Condominiums Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, if adopted, will be filed in the office of the Recorder of Carroll County; and

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

WHEREAS, the City has received a proposal from 704 Development Corp. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the proposed Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of approximately 12 Housing Units, together with all related site improvements, and Infrastructure Improvements, including streets, sanitary sewer, storm sewer, gas and electric infrastructure, and other necessary infrastructure, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make annual payments of Economic Development Grants to Developer starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending after 10 Grants have been paid, or in the fiscal year that the maximum cumulative total of the Grants has been paid, whichever is earlier; the cumulative total for all Grants not to exceed the lesser of (i) \$72,000, (ii) the amount of the Developer's certified costs and expenses in constructing the Infrastructure Improvements, or (iii) the amount of Tax Increment collected, before the Termination Date of the Agreement, in respect of the Minimum Improvements less the amount of Tax Increment set aside annually to satisfy the low and moderate income housing assistance requirements of Section 403.22; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the proposed Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chamber, City Hall, 112 East 5th Street, Carroll, Iowa, at 5:15 P.M. on August 27, 2018, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with 704 Development Corp.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF CARROLL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH 704 DEVELOPMENT
CORP., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on August 27, 2018, at 5:15 P.M. in the Council Chamber, City Hall, 112 East 5th Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with 704 Development Corp. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Rolling Hills South Condominiums Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of approximately 12 Housing Units, together with all related site improvements, and Infrastructure Improvements including streets, sanitary sewer, storm sewer, gas and electric infrastructure, and other necessary infrastructure, as outlined in the proposed Agreement.

The Agreement would obligate the City, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, to make annual payments of Economic Development Grants to Developer starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending after 10 Grants have been paid, or in the fiscal year that the maximum cumulative total of the grants has been paid, unless the payments are ended earlier under the terms of the Agreement. The cumulative total for all such payments would not exceed the lesser of (i) \$72,000, (ii) the amount of the Developer's certified costs and expenses in constructing the Infrastructure Improvements, or (iii) the amount of Tax Increment collected in respect of the Minimum Improvements less the amount of Tax Increment set aside annually to satisfy the low and moderate income housing assistance requirements of Section 403.22.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Carroll, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Carroll in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of August, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Carroll, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF CARROLL, IOWA

AND

704 DEVELOPMENT CORP.

_____, 2018

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the _____ day of _____, 2018, by and between the CITY OF CARROLL, IOWA, a municipality (hereinafter the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter the "Urban Renewal Act"), and 704 DEVELOPMENT CORP., an Iowa corporation (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in a residential area in the City and, in this connection, on _____, 2018 will adopt or has adopted the Rolling Hills South Condominiums Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Rolling Hills South Condominiums Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Carroll County, Iowa; and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

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

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

ARTICLE I. DEFINITIONS

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

704 Development Corp. TIF Account means a separate account within the Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be

deposited Tax Increments received by the City with respect to the Minimum Improvements and Development Property.

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

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

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

County means the County of Carroll, Iowa.

Developer means 704 Development Corp. and its permitted successors and assigns.

Development Property means that portion of the Rolling Hills South Condominiums Urban Renewal Area of the City described in Exhibit A hereto.

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

Event of Default means any of the events described in Section 11.1 of this Agreement.

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

Homebuyer means the person or persons who purchase or rent a Housing Unit.

Housing Unit shall mean each dwelling unit constructed on the Development Property.

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

Infrastructure Improvements shall mean the construction of streets, sanitary sewer, storm sewer, and the installation of water, gas, and electric infrastructure to be completed by Developer on the Development Property under this Agreement, as detailed in Exhibit B attached to this Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

Minimum Improvements shall mean the construction of Housing Units and Infrastructure Improvements on the Development Property as more particularly described in Exhibits B and B-1 to this Agreement.

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

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

Ordinance means the Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund.

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

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Infrastructure Improvements, including, without limitation, interest during construction and for not more than six months thereafter, costs for landscaping, grading, drainage, paving, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization and legal expenses related to those improvements, as more particularly described herein.

Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

State means the State of Iowa.

State Agreement means the agreement between the Iowa Economic Development Authority (IEDA) and the Developer, to be entered into pursuant to IEDA's approval of Developer for financial incentives through the Workforce Housing Tax Credits program.

Tax Increments means the property tax revenues on the Housing Units and Development Property divided and made available to the City for deposit in the 704 Development Corp. TIF Account of the Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date this Agreement terminates, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or

other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area shall mean the area known as the Rolling Hills South Condominiums Urban Renewal Area.

Urban Renewal Plan means the Rolling Hills South Condominiums Urban Renewal Plan, as amended, approved in respect of the Rolling Hills South Condominiums Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

a. The Developer is an Iowa corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

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

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

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

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

h. The Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.6 hereof.

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

j. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before June 1, 2020 and construction of all the Minimum Improvements shall be complete on or before March 1, 2021.

k. The Developer anticipates that Project shall require an investment of approximately \$2.65 Million Dollars, and that the portion of the Project's costs for the construction of the Infrastructure Improvements will be approximately \$250,000.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

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

Section 3.2. Reserved.

Section 3.3. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements and rest of the Minimum Improvements, respectively, to be undertaken and completed by the dates set forth in Section 2.2(j) or such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Upon notice from the Developer of completion of the Infrastructure Improvements, the City shall inspect the Infrastructure Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If the City finds that the Infrastructure Improvements have been duly completed in compliance with this Agreement and all federal, State, and City laws, regulations, ordinances, policies, and procedures;; and the City is in receipt of copies of the maintenance bonds required by Section 6.6; the Developer shall dedicate to the City and the City shall accept dedication of the Infrastructure Improvements.

Section 3.4. Reserved.

Section 3.5. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Infrastructure Improvements dedicated to and

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

Section 3.6. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

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

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

Section 3.7. No Special Legal Entitlements to Infrastructure Improvements. Developer recognizes and agrees, that upon dedication to the City and the City's acceptance thereof, the Infrastructure Improvements shall be owned by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

ARTICLE IV. STATE AGREEMENT

Section 4.1. State Agreement. The Developer has applied for, or been approved for, Workforce Housing Tax Credits by the Iowa Economic Development Authority (IEDA) for the Project described in this Agreement. The City's performance under this Agreement is conditional upon IEDA's approval of the Developer for Workforce Housing Tax Credits, the execution of the State Agreement between IEDA and the Developer by no later than January 1, 2025, and, following execution of the State Agreement, the Developer's continued compliance with the State Agreement until the Termination Date.

Section 4.2. Local Match. The Economic Development Grants provided for in Article VIII of this Agreement are intended to serve as the local match for Developer's application for incentives under the Iowa Economic Development Authority's Workforce Housing Tax Credits Program. If the Developer is not approved by IEDA for the Workforce Housing Tax Credits, the Developer shall not be eligible for the Economic Development Grants described herein.

Section 4.3. Indemnification. Developer shall indemnify and hold harmless the City from any loss arising out of or related to the City's failure to fulfill the terms of the State Agreement or any related agreement with IEDA if the City's failure is due to an Event of Default by the Developer.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Public Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date (excepting any portion of the Minimum Improvements no longer owned by Developer, whether following sale to a Homebuyer or dedication to and acceptance by the City), Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements (excepting any portion of the Minimum Improvements then-owned by a Homebuyer, or dedicated to and accepted by the City), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions, subject to the following:

a. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are conveyed to Homebuyers; and

b. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are dedicated to and accepted by the City.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

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

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

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

Section 6.6. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Infrastructure Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given project of the Infrastructure Improvements shall remain in effect until construction of such Improvement is completed, at which time a four-year maintenance bond(s) shall be substituted for each performance bond with respect to paving and a two-year maintenance bond(s) shall be substituted for each performance bond with respect to any underground work. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Infrastructure Improvements.

Section 6.7. No Abatement. Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal

or local law, and Developer shall inform prospective Homebuyers of this information in writing prior to the sale to a buyer of any lot(s) on the Development Property and secure a receipt from all Homebuyers that they received such information prior to the sale in the form of Exhibit F.

Section 6.8. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Carroll County is 36.62%. The City will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

ARTICLE VII. ASSIGNMENT AND TRANSFER

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

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

a. Payment and Calculation of Economic Development Grants. Starting with the June 1 of the first fiscal year that the City receives Tax Increment from the County for the Urban Renewal Area, and on each June 1 thereafter the City shall make an Economic Development Grant to Developer until the earliest of: (i) ten (10) Economic Development Grants have been paid to Developer, (ii) the maximum

aggregate amount of Economic Development Grants, as described in Section 8.1(b), has been paid to Developer; or (iii) this Agreement has been terminated pursuant to its terms.

Each annual payment shall be equal in amount to 100% of the Tax Increments remaining after the LMI assistance requirements of Chapter 403 are satisfied, with respect to the Tax Increments that were collected by the City with respect to the Development Property and the Minimum Improvements and deposited into the 704 Development Corp. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

For example, if no Housing Units are sold as LMI-affordable units and the percentage of LMI Families in Carroll County is 36.62%, the LMI requirements of Chapter 403 require that 36.62% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 63.38% of the originally collected Tax Increments.

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(b).

b. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in Section 8.1(a); (ii) \$72,000; or (iii) the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.5 and approved by the City as a part of Developer's completion of the Project. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1(a), even if the aggregate amount is less than \$72,000.

c. Certification of Infrastructure Improvement Costs. The Developer acknowledges that under current law, for non-LMI residential urban renewal projects, Tax Increment can only be used in support of the provision of public improvements related to housing and residential development; therefore, the amount of Tax Increment used for the Project cannot exceed the Qualified Costs and Expenses. The obligation of the City to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification of Qualified Costs and Expenses required under Section 3.5 and the City's approval thereof.

d. City Certification, Timing. It is the responsibility of the Developer to inform the City in writing when it wishes that the City first certify debt in the Urban Renewal Area by submitting the form attached as Exhibit E by October 1 of the year the Developer wishes the City to certify for Tax Increment. After the Developer requests that the City first certify for Tax Increment, and if the Developer's Certification and supporting documentation is timely filed, contains the information required under

Section 3.5, and the City approves of the same; and Developer satisfies all terms of this Agreement and all conditions precedent in Section 8.4 are satisfied, the City shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and a portion of which shall thereafter be disbursed to the Developer on June 1 of that fiscal year, provided that Developer remains in compliance with the terms of this Agreement at the time of payment. As an example, if the first Housing Units are built and fully assessed on January 1, 2019, and if the Developer requests the City to first certify by October 1, 2019, the City would then review the Developer's request, and if approved and all other terms of this Agreement are satisfied, would certify for the Tax Increment generated by the Minimum Improvements by December 1, 2019, for collection by the County and payment to the City in fiscal year 2020-2021, allowing for initial Grant to be paid to Developer on June 1, 2021, all subject to the terms of this Article and this Agreement.

If Developer fails to submit a written request that the City first certify debt under this Section 8.1(d) by October 1, 2020, then this Agreement shall automatically terminate with no further action required by the City.

Section 8.2. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the 704 Development Corp. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt

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

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the 704 Development Corp. TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

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

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Sections 8.1 and 8.2, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the all of the following:

- a. Developer's dedication of the Infrastructure Improvements to the City and the City's acceptance thereof (i.e., Developer's completion of the Infrastructure Improvements consistent with this Agreement, including completion by the date set forth in Section 2.2(j) and the provision of the maintenance bonds required by Section 6.6);
- b. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Infrastructure Improvements as set forth in Section 3.5, using Exhibit D;
- c. Developer's filing of the written request that the City first certify debt to the County, using Exhibit E, received by the City no later than October 1, 2020;
- d. Developer's compliance with the terms of this Agreement and the State Agreement at the time of payment.

In the event that an Event of Default occurs, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Section 8.5. Clawback. In addition to the Events of Default listed in Section 11.1, it shall be an Event of Default under this Agreement if Developer sells a Housing Unit to a Homebuyer for a purchase price that is over \$215,000.00 and/or makes the Housing Unit ineligible for the Workforce Housing Tax Credit program under the terms of the State Agreement. If this Event of Default occurs, in addition to the remedies set forth in Section 11.2, the City shall be entitled to recover from Developer, take any action, including legal action, it deems necessary to recover, and Developer shall repay to the City, an amount

equal to the full amount of any Economic Development Grants previously made to Developer under this Agreement, with interest thereon at the highest rate permitted by State law.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, or the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the City accepts said Infrastructure Improvements and the maintenance bond has been issued on said Infrastructure Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the City accepts said Infrastructure Improvements and the maintenance bond has been issued on said Infrastructure Improvements), or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, in addition to the Event of Default described in Section 4.3:

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

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

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

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

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

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

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

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 11.1(d) or 11.1(e) of said Section 11.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants; and

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

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

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

- a. In the case of the Developer, is addressed or delivered personally to 704 Development Corp. at 704 W Highway 30, Carroll, IA 51401; Attn: Matthew P. Greteman, President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 112 E. Fifth Street, Carroll, IA 51401; Attn: City Manager;

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

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

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

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

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2031, unless the Agreement is terminated earlier by the other terms of this Agreement.

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

704 DEVELOPMENT CORP., an Iowa corporation

By: _____
Matthew P. Greteman, President

ATTEST:

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman and _____ to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – 704 Development Corp.]

EXHIBIT A

DEVELOPMENT PROPERTY

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

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 12 Housing Units (in 6 separate duplex buildings) together with related site improvements for the housing development and Infrastructure Improvements, to be constructed consistent with approved plats and plans.

Each Housing Unit shall include approximately 1200 to 1360 square feet of livable space, and be valued for sale at approximately \$200,000. The Housing Units are estimated to be completed by March 1, 2021.

The Infrastructure Improvements include the construction and/or installation of street, sanitary sewer, storm water, gas, and electric infrastructure to be completed by Developer on the Development Property under this Agreement and dedicated to the City upon completion by Developer and acceptance by the City. The Infrastructure Improvements will be completed by June 1, 2020 and will require an investment of approximately \$250,000 by the Developer.

See Exhibit B-1 for the preliminary site plans for the Project.

EXHIBIT B-1

SITE PLANS FOR DEVELOPMENT PROPERTY

Exhibit B-2

Draft

EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the "City") and 704 Development Corp., an Iowa limited liability limited partnership (the "Developer"), did on or about the ____ day of _____, 2018, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2018 and terminate on the Termination Date, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Carroll, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2018.

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

704 DEVELOPMENT CORP., an Iowa corporation

By: _____
Matthew P. Greteman, President

ATTEST:

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman and _____ to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – 704 Development Corp.]

EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS

704 Development Corp. (the “Developer”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Infrastructure Improvements that are the subject of a Development Agreement entered into the ____ day of _____, 2018 between the City of Carroll, Iowa and the Developer (the “Agreement”).

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

If you need additional space please attach another table.

Attach actual receipts and invoices

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

704 DEVELOPMENT CORP.

By: _____

Its: _____

STATE OF IOWA)
) SS
 COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is _____ of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him/her voluntarily executed.

 Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER'S REQUEST FOR CITY CERTIFICATION
FOR TAX INCREMENT

Developer must file this Request for City Certification of Debt by October 1 of the year in which it requests that the City certify its request for Tax Increment to the County by December 1.

Please note, the City will certify in the year Developer submits this form. **The City's certification will set the base year and start the time for expiration of the ability to collect Tax Increment from the Development Property.**

If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the City certify its request for Tax Increment to the County by December 1, 20_____:

(check yes or no): yes _____ no _____.

Signed this _____ day of _____, 20_____.

704 DEVELOPMENT CORP.

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is _____ of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him/her voluntarily executed.

Notary Public in and for the State of Iowa

Exhibit E-1

Draft

EXHIBIT F
RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX ABATEMENT

To:

By signing this form, you (the Homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of the City of Carroll, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

01458156-1\10275-063

Exhibit F-1

Draft

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO:

Honorable Mayor and City Council Members *MSPW*

FROM:

Mike Pogge-Weaver, City Manager

DATE:

August 2, 2018

SUBJECT:

Carroll Park Apartments

- 1) Hold a public hearing and consider approving a rezoning request from R-3, Low-Density Residential District to P.U.D., Planned Unit Development with an underlay zoning of R-5, High-Density Residential District
- 2) Resolution approving the Carroll Park Apartments Subdivision, Preliminary Plat
- 3) Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Kenyon Hill Ridge, LLC.

A request was received from Martin J. Steffes, Vice-President of Roman J. Steffes & Sons Construction, Inc., to rezone a portion of Part of the Southeast Quarter of Section 19, Township 84 North, Range 34 West of the Fifth P.M., City of Carroll, Carroll County, Iowa, whose exterior boundary is more fully described on attached Exhibit A.

Additionally, there is a purchase agreement between Roman J. Steffes and Sons Construction, LLC and Green Stream Homes of Iowa, an Iowa Limited Liability Company to purchase the property. Green Stream Homes of Iowa has presented for consideration, a Preliminary Plat for Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa.

Finally, at the June 25, 2018 Council meeting, direction was given by the City Council to proceed with creating an Urban Renewal Plan to support a development/tax increment finance (TIF) rebate agreement with Kenyon Hill Ridge LLC related to the Development of Carroll Park Apartments Condominiums. Attached is a copy of the draft Development Agreement that enables the proposed TIF rebate.

The proposed development contains 5.42 acres of land and is located immediately east of Bella Vista Drive and is approximately 550 feet west of Griffith Road.

Rezoning Request

The request is to rezone this area from R-3, Low-Density Residential District to P.U.D. – Planned Unit Development with the underlying zoning of R-5, High-Density Residential District. The property is identified in the 2013 Carroll Comprehensive Plan as General Business.

The P.U.D. plan calls for 8 duplex buildings on the north side of the property for a total of 16 units and on the south side of the property two 30-unit market rate apartment buildings. The development would contain a total of 76 dwelling units. The lots meet the minimum requirements for R-5 zoning.

Included with the rezoning request is a statement from JEO Engineering, a representative for the land owner and developer, reviewing the PUD requirements, a copy of the preliminary plat, along with floor plans and building elevations of the proposed duplexes and apartment buildings. If the P.U.D. rezoning request is approved, the development is required to conform to these plans.

Preliminary Plat

The plat includes a total of 17 residential lots and one street lot. 16 of the residential lots are for the duplex units and the one remaining residential lot is for the apartment development.

A new public street will be constructed as part of the development which is a cul-de-sac proposed to be called East 9th Street. Each duplex will have direct access on to East 9th Street. The apartment development will have a private drive that will connect to East 9th Street that will access the parking area and garages.

The attached preliminary plat is pertinent to the application and includes the exterior boundary description of the proposed plats.

Development Agreement

The Development Agreement outlines the terms and conditions of the proposed incentive that will reimburse the developer the cost of installing the public utilities and infrastructure for the development. JEO Consulting Group Inc has completed an engineer's conceptual opinion of probable cost on the public utilities and has estimated that the public utilities will cost \$493,060. The Development Agreement specifies the maximum incentive will be either the developer's certified cost of the public improvements or \$600,000.

The City worked with Nathan Overberg and Jenna Bishop, attorneys with Ahlers & Cooney, P.C., to create the draft Development Agreement.

It is requested that the City Council consider setting a public hearing on the proposed adoption of the Development Agreement for the August 27, 2018 Council meeting.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission reviewed the requested rezoning and preliminary plat at their July 11, 2018 meeting and recommend that the City Council approved the proposed rezoning and preliminary plat.

STAFF RECOMMENDATIONS:

1. That the City Council consider approving a request to rezone the above described property from R-3, Low-Density Residential District to P.U.D. – Planned Unit Development with an underlying zoning of R-5, High-Density Residential District.
2. That the City Council consider approval of the Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa Preliminary Plat.
3. That the City Council consider approving a resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Kenyon Hill Ridge, LLC.

Exhibit "A"

A parcel of land located in the southeast quarter of Section 19, Township 84 North, Range 34 West of the Fifth P.M., Carroll County, Iowa being more particularly described as follows:

Referring to the southeast corner of the southeast quarter of said section 19; thence $N00^{\circ}27'59''W$, on the east line of said southeast quarter, 935.42 feet; thence $S89^{\circ}50'09''W$ on the north line of East Business Park Subdivision 552.83 feet to the point of beginning; thence $N00^{\circ}15'33''W$, 339.98 feet to the south line of Northridge Fourth Subdivision, Phase Three; thence $S89^{\circ}50'21''W$, on said south line, 694.67 feet to the east right of way line of Bella Vista Drive; thence $S00^{\circ}15'33''E$, on said east line, 340.02 feet to the north line of East Business Park; thence $N89^{\circ}50'09''E$, on said north line, 694.67 feet to the point of beginning, containing 5.42 acres, more or less.

To be known as Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa

**CITY OF CARROLL
SUBDIVISION DATA**

NAME OF PLAN: Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa – Preliminary Plat

NAME OF OWNER/DEVELOPER: Roman J. Steffes & Sons Construction, Inc./Green Stream Homes of Iowa, LLC

GENERAL INFORMATION:

PLAT LOCATION: Between Bella Vista Drive and Griffith Road
SIZE OF PLAN: 5.42 Acres
CURRENT ZONING: R-3, Low-Density Residential District
PROPOSED ZONING: P.U.D. – Planned Unit Development with an underlying zoning district of R-5, High-Density Residential District

LOTS:

NUMBER: 9 Residential Lots
SIZE/DENSITY: .60 acres per lot (average)
USE: Residential
BUILDING LINES: R-5, High-Density Residential District: The front yard shall be a minimum of 20 feet. The side yard for single family dwellings and duplexes shall be a minimum of five (5) feet, except on a corner lot the street side yard for all buildings shall be a minimum of twenty (20) feet. Principal buildings other than single family dwellings and duplexes shall have a minimum side yard of ten (10) feet. A garage attached to a dwelling may be located five (5) feet from the side lot line but not a street line. The rear yard shall be a minimum of 10 feet. A garage attached to a dwelling may be located five (5) feet from an alley line.

P.U.D. – Planned Unit Development District: The minimum lot and yard requirements of the conventional zoning districts in which the development is located shall not apply, except that minimum yards specified in the conventional district for suitable screening or buffering shall be provided around the boundary of the development. In the absence of any appropriate physical barrier, the Council may require open space or screening be located along all or a portion of the development boundary. While the minimum yard requirements of the conventional zoning district in which the development is located do not apply, a minimum distance of ten feet between buildings shall be observed.

ADJACENT LANDS:

NORTH: R-3, Low-Density Residential District
SOUTH: B-2, General Business District
EAST: I-2, General Industrial District
WEST: B-2, General Business District

STREET DEVELOPMENT:

One new street, 9th Street, is proposed as part of this development, which will have access to Bella Vista Drive.

WASTE WATER:

New City owned water utilities are proposed in the development.

WATER SYSTEM:

New City owned sanitary sewer utilities are proposed in the development.

PRELIMINARY AND FINAL PLAT DRAWINGS:

Staff recommends approval of the preliminary plat.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP REFERRED TO IN SECTION 170.06 OF THE ZONING ORDINANCE INCORPORATED IN CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA AND ALTERING THE ZONING DISTRICT FOR REAL ESTATE SITUATION IN THE CITY OF CARROLL, CARROLL COUNTY, IOWA:

BE IT ORDAINED by the City Council of the City of Carroll, Iowa as follows:

SECTION 1. The Zoning Map referred to and incorporated as a part of Section 170.06, Chapter 170 of the Code of Ordinances, City of Carroll, Iowa is hereby amended to the extent of altering the Zoning District of the following property described from R-3, Low-Density District to P.U.D. – Planned Unit Development with an underlay zoning of R-5, High-Density District:

A parcel of land located in the southeast quarter of Section 19, Township 84 North, Range 34 West of the Fifth P.M., Carroll County, Iowa being more particularly described as follows:

Referring to the southeast corner of the southeast quarter of said Section 19; thence N00°27'59"W, on the east line of said southeast quarter, 935.42 feet; thence S89°50'09"W on the north line of East Business Park Subdivision 552.83 feet to the point of beginning; thence N00°15'33"W, 339.98 feet to the south line of Northridge Fourth Subdivision, Phase Three; thence S89°50'21"W, on said south line, 694.67 feet to the east right of way line of Bella Vista Drive; thence S00°15'33"E, on said east line, 340.02 feet to the north line of East Business Park; thence N89°50'09"E, on said north line, 694.67 feet to the point of beginning, containing 5.42 acres, more or less.

To be known as Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa.

SECTION 2. The City Clerk is directed to attach a copy of the Ordinance to the official Zoning Map.

SECTION 3. The remainder of the Zoning Map, other than herein specified, shall remain the same as previously drawn and published.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof adjudged not invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Carroll City Council this _____ day of _____, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 2018.

Laura A. Schaefer, City Clerk



MEMO

To: City of Carroll Planning and Zoning Commission, City of Carroll City Council
From: Green Stream Homes of Iowa, LLC, JEO Consulting Group, Inc.
Date: July 2nd, 2018
Subject: Carroll Park Apartments Subdivision, Application for Planned Unit Development Plan Approval

The Carroll Park Apartments Subdivision, located in part of the southeast quarter of Section 19, Township 84N, Range 34W, is a two family and multi-family subdivision made up of two (2) 30-unit apartment complexes, and eight (8) townhomes. Representative floor plans and exterior elevations for each building type are included with this submittal. Additionally, a Preliminary Plat of the subdivision showing infrastructure improvements, proposed grading, platting, and building locations is also included with this submittal. The entirety of the PUD is made up of residential development. No commercial development is proposed within the subdivision.

Per the Carroll, IA, Iowa Code of Ordinances, maximum density for a Planned Unit Development District underlain by R-5 zoning classification is 1,500 sq. ft. per unit. With 5.42 acres being developed and 0.95 acres of area for proposed streets, a maximum of 129 dwelling units are allowed. In total, 76 dwelling units are being proposed within the subdivision. Similarly, the Code mandates two (2) off-street parking stalls be provided for each dwelling unit. Each townhome unit is afforded a two (2) car garage while the apartment complex layout includes two (2) fifteen (15) carport parking garages and 92 parking stalls.

Open space for the proposed subdivision is made up of two separate components: a 20-foot landscape buffer along the north line of the tract and all green space (excluding building footprint and parking) within the apartment complex lot. In conformance to the Code of Ordinances, 33% of the subdivision is reserved for open space, well in excess of the minimum 20% required. While the 20-foot landscape buffer will be maintained by means of easement, the green space adjacent to the apartment complexes will be held by the owner and operator of the apartment complexes for tenant use.

Construction of the proposed development is scheduled to begin shortly thereafter formal City Council approval of the Preliminary Plat and Construction Documents. Regulatory review and permitting may affect construction schedule. It is anticipated one (1) 30-unit apartment complex be constructed prior to initiating construction of a second complex. Construction will progress as weather and Contractor schedule allows in 2018/2019.

No water course areas, unique natural features, nor unique historical sites are located within the proposed subdivision. Vegetation cover within the subdivision will consist of a permanent lawn mixture as defined by the Statewide Urban Design and Specification Manual for all areas aside from building footprints, parking areas and streets. Conventional seeding, fertilizing, and mulching will be included in a construction contract with the successful contractor. Acceptance and final payment will not be issued until seeding is established and satisfactory per SUDAS Specification requirements. Soils within the proposed subdivision largely consist of loams, more specifically, Storden loam and Clarion loam. These soil strata are common to Carroll and suitable for construction.



Green Steam Homes of Iowa, LLC has partnered with the City of Carroll on an incentive package to ensure successful completion of the proposed development. Additionally, Green Stream Homes of Iowa has partnered with other local investors to provide other means of financial backing. Upon request, evidence of developer capabilities to successfully complete the proposed subdivision can be provided.

Lying immediately south and adjacent to a residential subdivision zoned R-3 and immediately north and adjacent to commercial development (Social Security Administration and storage units), the proposed development offers a means of transition between the adjacent land uses. It is the intent of the subdivider to not overly impede the viewshed of the residential subdivision to the north. This can be realized by the use of a flat-roofed concept of the apartment complex buildings and placement of said complexes on the southern portion of the tract. As further evidence, a 20-foot landscape buffer has been included on the north lot line of the tract.

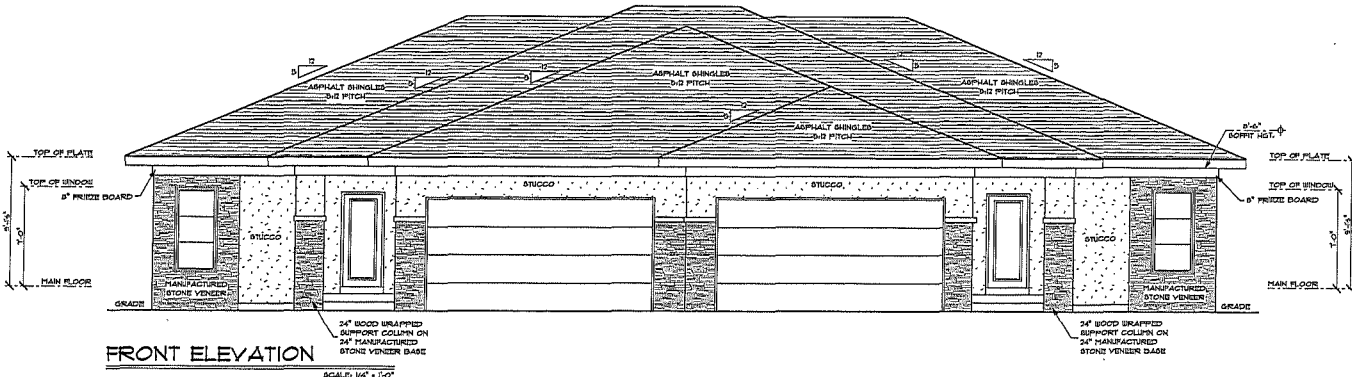


WEBSTER CITY APARTMENTS

MATERIALS NOTE:
 1. IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE RELEASE OF POLLUTION OR FOGS.
 2. CONSTRUCTION MATERIALS SUPPLEMENTED HEREIN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.

- PLANS TO BE INSTALLED:**
 1. 4" WALL AND ROOF INTERSECTION
 2. GROUNDWORK
 3. AROUND ROOF OPENINGS
NOT PROVISIONED:
 1. 3 LAYERS OF UNDERLAYMENT CEMENTED TOGETHER OR OF A RESIN-BLENDED POLYESTER REINFORCED WITHIN 8" (MIN) EXTENDED FROM THE EXTERIOR WALL LINE OF THE BUILDING.
 2. ROOF DRAINAGE
 3. COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE GROUND SURFACE AS LEAST 5' AWAY FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
 4. VERIFY HOLE SIZES ON TRUSSES. ALL HOLE SIZES MAY NOT BE THE SAME.
 5. WALL HATS - RAFTERED AREAS MAY NEED TO BE CALLED UP OR DOWN TO MATCH HILLS & TRUSSES AS TO FASCIA LINE PATCH UP. VERIFY HOLES IN TRUSS PER ROOF VENTILATION.
 6. PROVIDE ROOF VENTS AND ROOF VENTS AS REED BY CODE.

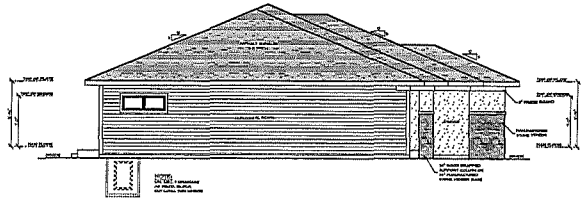
NOTE:
 ACCORDING TO THE 2006 IRC, SOME WINDOWS MAY NEED TO BE ADJUSTED TO MEET SECTION R602 REQUIREMENTS. VERIFY BY LOCAL BUILDING DEPARTMENT.



FRONT ELEVATION

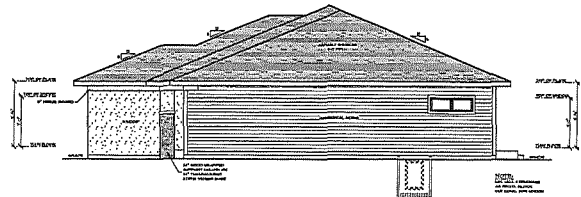
SCALE: 1/4" = 1'-0"

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



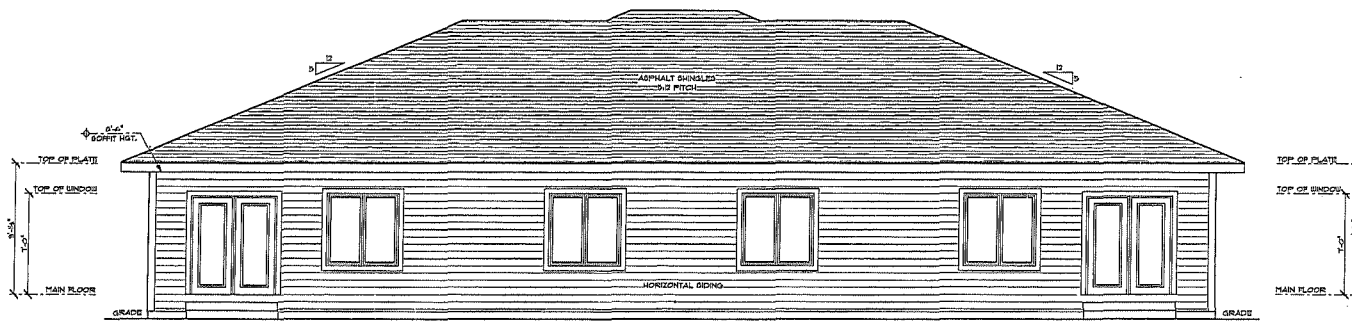
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR / SUB-CRONTACTOR SHALL CONTACT SUPPLIER DESIGN, INC. FIRST AND BEFORE CONSTRUCTION FOR CLARIFICATION. IF SUPPLIER DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUB-CRONTACTOR WILL ASSUME FULL RESPONSIBILITY.



(319) 395-7900

WWW.AHMANNDESIGN.COM

M&R HOLDING LLC
4209 LOWER BEAVER ROAD

DRAWN BY: J.P.
CHECKED BY:
FINAL RELEASE:
REVISIONS:
JOB NO. 16-29100

2

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

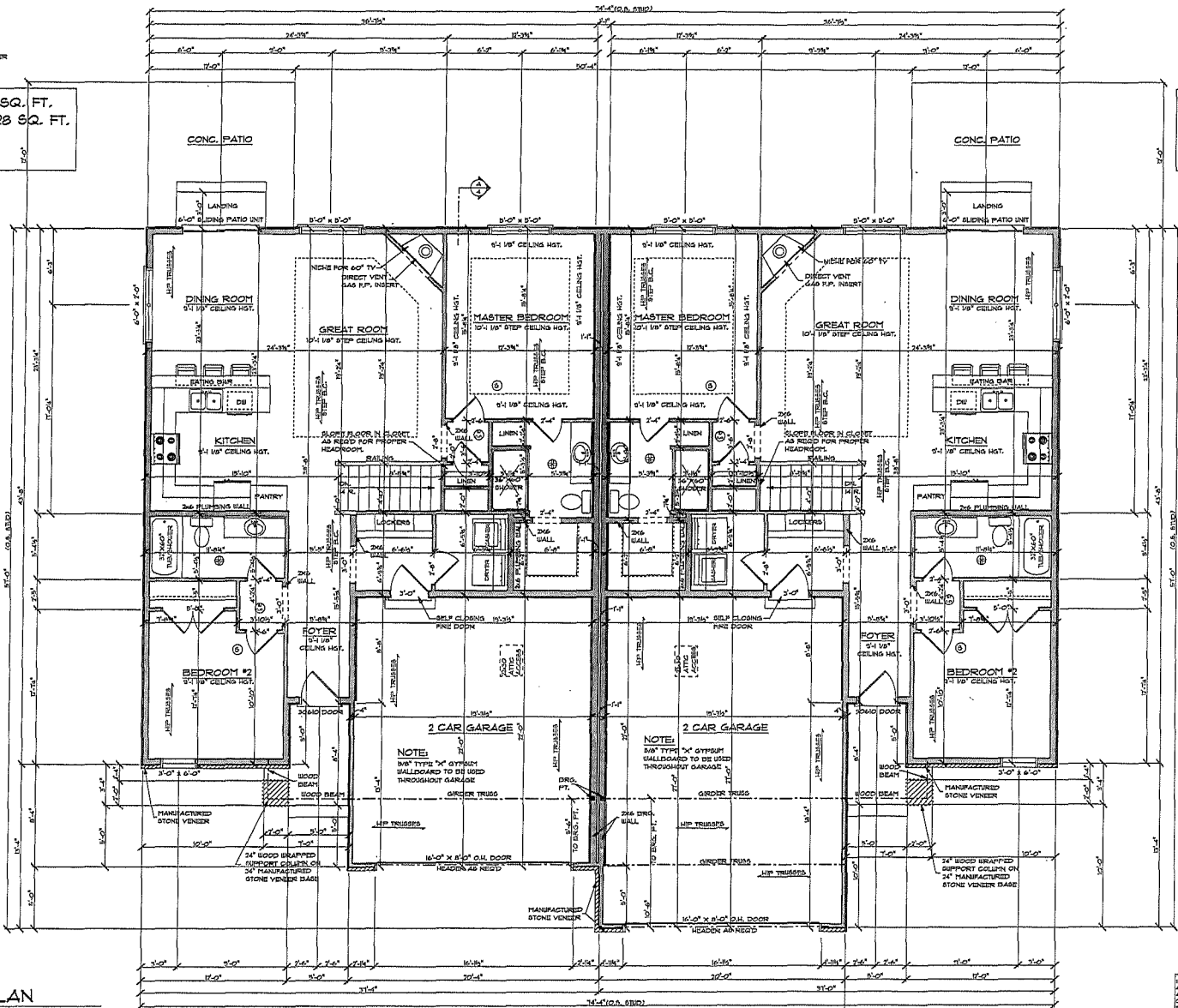
FRAMING NOTES:

1. 2x4 10' WALL LIGHTWEIGHT NOTED
2. UNLESS P.L.O. DO NOT INCLUDE TRANSOMS OR ARCH TOPS.
3. ROOF TRUSSES TO BE DESIGNED & CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OR REGION OF CONSTRUCTION FOR ALL DEAD & LIVE LOADS.
4. ALL EXTERIOR WALLS 2x6's @ 16" O.C. ALL INTERIOR WALLS 2x4's @ 16" O.C. GARAGE WALLS 2x4's @ 16" O.C.
5. "MICROLAM" BEAM & EXTERIOR HEADER USED TO BE VERIFIED BY SUPPLIER.
6. 2x4 PLUMBING WALLS AS REQ.

MAIN FLOOR: 1305 SQ. FT.
2 CAR GARAGE: 428 SQ. FT.
STOOP: 48 SQ. FT.
TOTAL: 1781 SQ. FT.

NOTE:
ACCORDING TO THE 202 IRC
SOME WINDOWS MAY NEED TO BE ADJUSTED
TO MEET SECTION R602.3 REQUIREMENTS.
VERIFY BY LOCAL BUILDING DEPARTMENT.

MAIN FLOOR: 1305 SQ. FT.
2 CAR GARAGE: 545 SQ. FT.
STOOP: 48 SQ. FT.
TOTAL: 1847 SQ. FT.



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CHECKED BY:
FINAL RELEASE:
REVISIONS:
JOB NO. 16-29100

3

MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

- GENERAL NOTES:
1. CASHEMERT WINDOWS / UNLESS NOTED TYPE, GLASS AS REQ. BY CODE.
 2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE THAT ALL PRODUCTS ARE INSTALLED PER MFR. RECOMMENDATIONS.
 3. IT IS THE RESPONSIBILITY OF THE PLUMBING, ELECTRICAL AND HVAC SUB-CONTRACTORS TO DESIGN, BUILD THEIR SYSTEMS AND TO INSURE THAT THESE SYSTEMS ARE INSTALLED AND OPERATING PROPERLY.
 4. IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BUILDUP OF MOISTURE OR MOLD.
 5. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR SCHEMATIC PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
 6. SMOKE DETECTOR (S)
 7. VENT FAN (V)
 8. BRICK/CALCULON MONOXIDE DETECTOR (M)
 9. INTERIOR WALL DIMENSIONS ARE TO CENTER OF STUD.
 10. EXTERIOR WALL DIMENSIONS ARE TO OUTSIDE OF STUD.

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR / SUB-CONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. A 24 HR. RESPONSE REQUIRE CONSTRUCTION FOR CLARIFICATION. IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUB-CONTRACTOR WILL ASSUME FULL RESPONSIBILITY.

FOUNDATION NOTES:

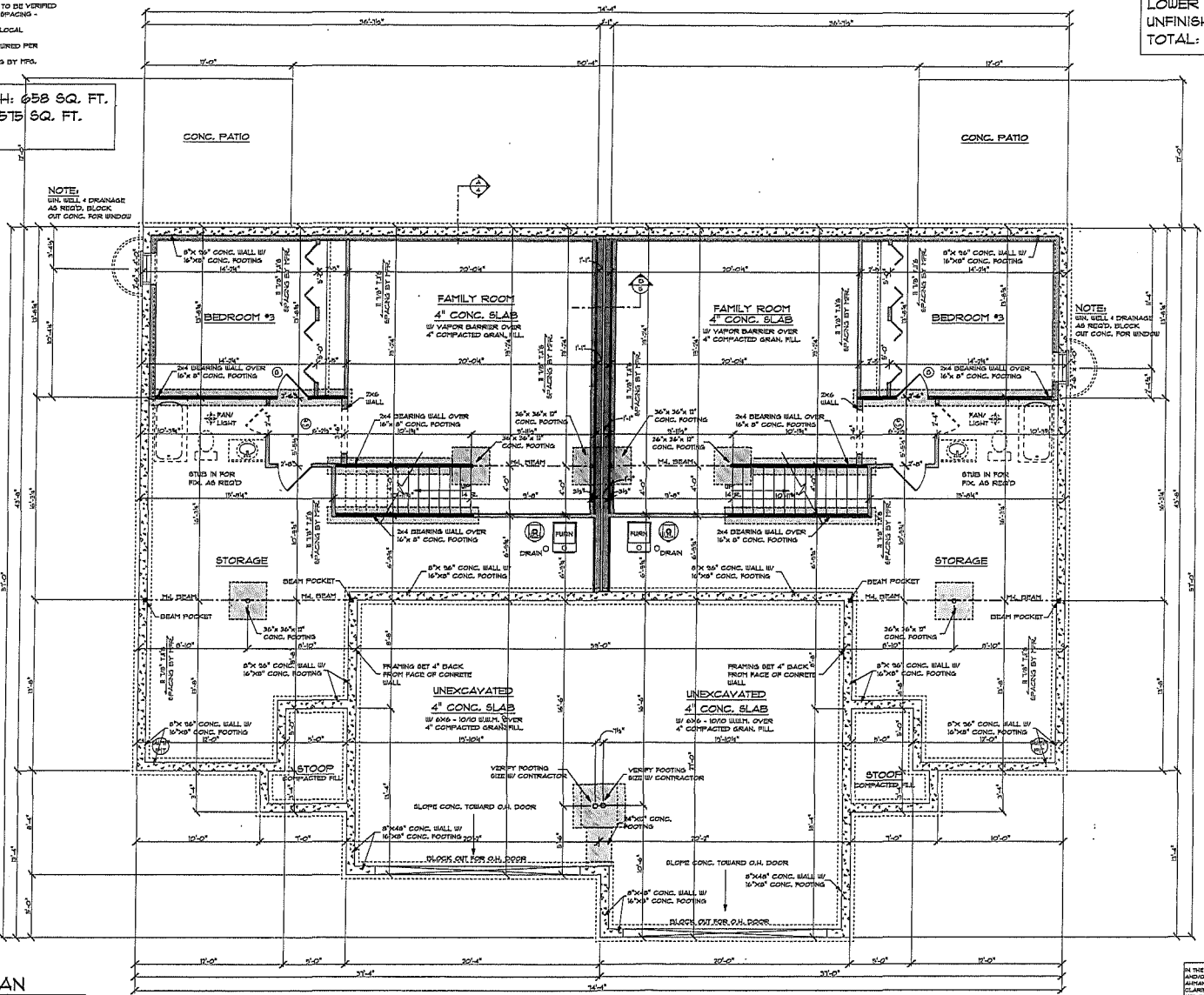
1. 2000 P.S.M. SOIL BEARING PRESSIONS ASSIGNED FOR FOOTING DESIGN. IF DIFFERENT CONDITIONS ARE DISCOVERED NOTIFY DESIGNER.
2. DO NOT BACKFILL BAREMENT WALLS UNTIL FIRST FLOOR IS IN PLACE.
3. 2000 P.S.M. CONCRETE (TYPICAL)
4. DO NOT PLACE ANY FOOTINGS ON DISTURBED OR UNSTABLE SOIL - OVER EXCAVATE AND EXTEND FOOTING DEPTH.
5. CONCRETE WALL, FOOTING & PAD SIZES TO BE VERIFIED BY CONTRACTOR, REWORKING SIZE & SPACING - BY OTHERS.
6. VERIFY DEPTH OF FROST FOOTINGS BY LOCAL CODES, REGION AND SOIL BEARING.
7. PROVIDE FROST PROTECTION AS REQUIRED PER LOCAL CODE.
8. ACTUAL FLOOR JOIST LAYOUT & SPACING BY FRG.

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

NOTE:
ACCORDING TO THE 2015 IRC
SOME SIZES MAY NEED TO BE ADJUSTED
TO MEET SECTION R401 REQUIREMENTS,
VERIFY W/ LOCAL BUILDING DEPARTMENT.

LOWER LEVEL FINISH: 658 SQ. FT.
UNFINISHED AREA: 575 SQ. FT.
TOTAL: 1233 SQ. FT.

LOWER LEVEL FINISH: 658 SQ. FT.
UNFINISHED AREA: 575 SQ. FT.
TOTAL: 1233 SQ. FT.



NOTE:
MIN. WELL & DRAINAGE
AS REQ'D. BLOCK
OUT CONC. FOR WINDS

NOTE:
MIN. WELL & DRAINAGE
AS REQ'D. BLOCK
OUT CONC. FOR WINDS

GENERAL NOTES:

1. 1-1/2" GUT CEILING MET.
2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE THAT ALL PRODUCTS ARE INSTALLED PER THE RECOMMENDATIONS.
3. IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BUILD-UP OF MOISTURE OR MOLD.
4. IT IS THE RESPONSIBILITY OF THE PLUMBING, ELECTRICAL AND HVAC SUB-CONTRACTORS TO DESIGN BUILD THEIR SYSTEMS AND TO INSURE THAT THESE SYSTEMS ARE INSTALLED AND OPERATING PROPERLY.
5. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
6. SMOKE DETECTOR (S)
7. VENT FAN (V)
8. UNDERCOUNTER MONOXIDE DETECTOR (M)
9. INTERIOR DIMENSIONS ARE TO CENTER OF STUDS.
10. BASEMENT BARR. WINDOWS AS REQ'D BY LOCAL CODES. VERIFY SIZE & LOCATION BY CONTRACTOR.
11. RUNN. OUT AND INSULATE BAREMENT WALLS AS REQ'D BY LOCAL CODES.
12. 1-1/2" MIN. CEILING HGT. / 6'-0" MIN. TO UNDERSE OF DEATHS, ETCETS, ETC.

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS AND/OR DETAILS, THE CONTRACTOR / SUB-CONTRACTOR SHALL CONTACT AHMANN DESIGN INC. AT (919) 395-7900 BEFORE CONSTRUCTION AND CLARIFICATION BY AHMANN DESIGN IS NOT GUARANTEED. THE CONTRACTOR / SUB-CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.



AHMANN
DESIGN INC.

(319) 395-7900

WWW.AHMANNDESIGN.COM

M&R HOLDING LLC
4209 LOWER BEAVER ROAD

DRAIN BY J.P.
CHECKED BY:
FINAL RELEASE:
REVISION:
JOB NO. 16-23100



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

MATERIALS NOTES:

- IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY PERMITS TO PREVENT AGAINST THE RELEASE OF POLLUTANTS OR FUELS.
- CONSTRUCTION MATERIALS RESOURCES SHOWN ARE FOR EDUCATIONAL PURPOSES ONLY. THEY MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.

FLASHINGS TO BE INSTALLED:

- AT WALL AND ROOF INTERSECTIONS
- AROUND OR THROUGH A CHANGE IN ROOF SLOPE OR DIRECTION
- AROUND ROOF OPENINGS

ICE PROTECTION:

- 2 LAYERS OF ICE PROTECTION CEILINGED TOGETHER OR OF A SELF-ADHERING POLYMER MEMBRANE SYSTEM EXTENDING FROM THE SILL TO THE EAVE AT A POINT AT LEAST 24" BEYOND THE EXTERIOR WALL LINE ON THE ENDGIRTS.

ROOF DRAINAGE:

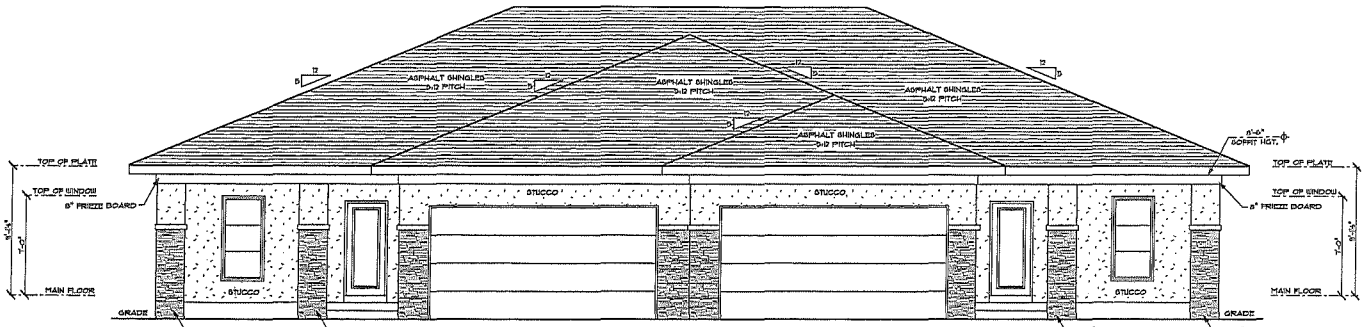
- COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE GROUND SURFACE AT LEAST 5 FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.

ROOF FINISH:

- VERIFY RISE, HATCH, OR TRUSS. ALL ROOF HATCHES MUST BE THE SAME.
- WALL HATCHES & RAFTERS ANGLES MAY NEED TO BE ADJUSTED UP OR DOWN TO MATCH HATCHES & TRUSS ANGLES SO PARALLEL LINES MATCH UP. VERIFY HATCHES TO TRUSS PITCH.

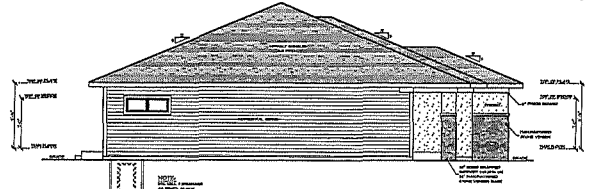
ROOF VENTILATION:

- PROVIDE ROOF VENTS AND SOFFIT VENTS AS PER CODE.

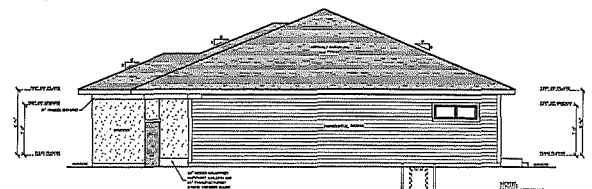


FRONT ELEVATION OPTION 'A'
SCALE: 1/4" = 1'-0"

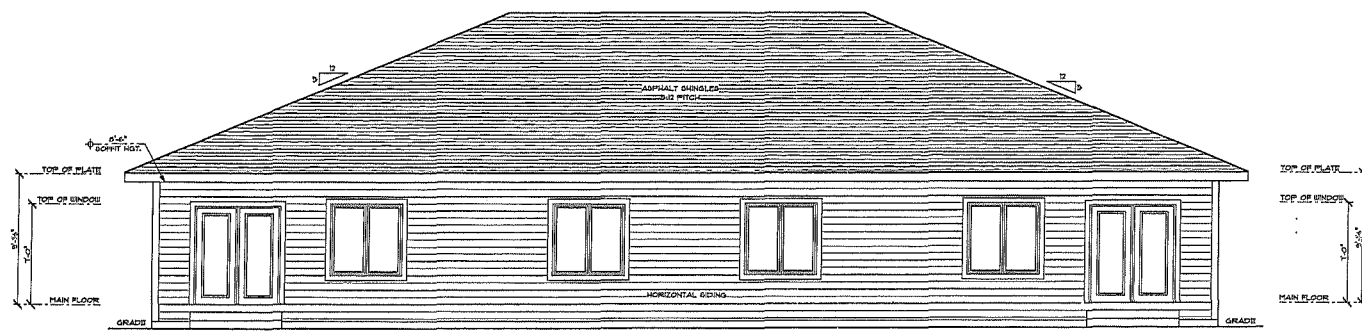
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



LEFT ELEVATION OPTION 'A'
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION OPTION 'A'
SCALE: 1/8" = 1'-0"



REAR ELEVATION OPTION 'A'
SCALE: 1/4" = 1'-0"

NOTE:
ACCORDING TO THE 2015 IRC, SOFFIT VENTS MAY NEED TO BE ADJUSTED TO MEET SECTION R602.3 REQUIREMENTS. VERIFY BY LOCAL BUILDING DEPARTMENT.

AHMANN DESIGN INC.
(319) 395-7900
WWW.AHMANNDESIGN.COM

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M&R HOLDING LLC
4209 LOWER BEAVER ROAD

DRAWN BY: J.P.
CHECKED BY:
FINAL RELEASED:
REVISIONS:
JOB NO. 16-29100

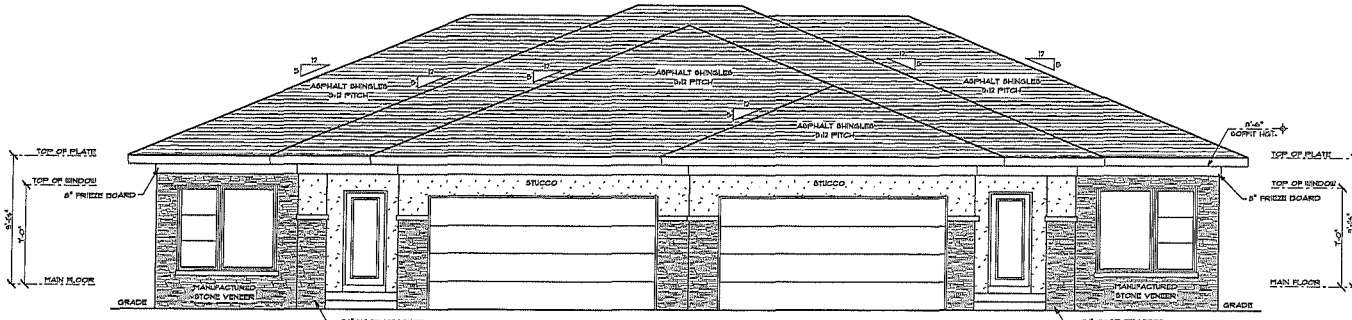
6

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR / SUBCONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. 24 HOURS BEFORE CONSTRUCTION FOR CLARIFICATION. IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUBCONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.

MATERIALS NOTES:

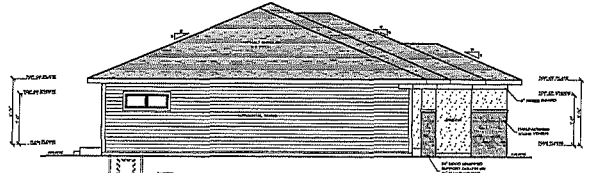
- IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BLEEDING OF MOISTURE OR MOLD.
- CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MUST NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
- ROOFING TO BE INSTALLED:
 1. AT WALL AND ROOF INTERSECTIONS
 2. BEFORE THERE IS A CHANGE IN ROOF SLOPE OR DIRECTION
 3. AROUND ROOF OPENINGS (SEE DETAIL)
- 3 LAYERS OF UNDERLAYMENT ORIENTED TOWARD OR ON A SLOPE-ADVERSE SLOPE. ROOFING MATERIAL MUST EXTEND FROM THE SHEATHING TO A POINT AT LEAST 24" ABOVE THE EXTERIOR WALL LINE OF THE BLENDING ROOF ELEMENT.
- COLLECT AND DRAINAGE ALL ROOF DRAINAGE TO THE GROUND SURFACE AT LEAST 5 FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
- ROOF DRAINAGE:
 1. VERIFY HILL SLOPE, ON TERRACE, ALL HOLES WITHIN 10' RADIUS MUST NOT BE THE SAME. WALL WITH 4" RAISED AREA MAY NEED TO BE ADJUSTED UP OR DOWN TO MATCH. HOLE 4" PRICES ABOVE TOP FRAMES LINE MATCH UP, VERIFY HOLE. 24" TRUSS PER ROOF VENTILATION.
 2. PROVIDE ROOF VENTS AND SOFT VENTS AS REQUIRED BY CODE.

NOTE:
 ACCORDING TO THE 2018 IRC ROOF UNDERLAYS MUST BE ADJUSTED TO MEET SECTION R902.2 REQUIREMENTS. VERIFY W/ LOCAL BUILDING DEPARTMENT.

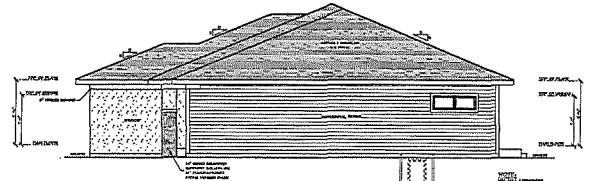


FRONT ELEVATION OPTION 'B'
 SCALE: 1/4" = 1'-0"

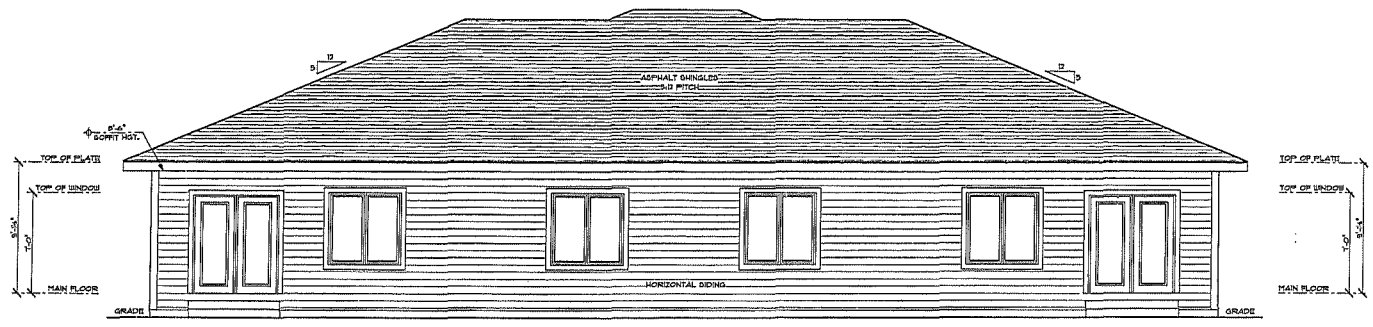
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



LEFT ELEVATION OPTION 'B'
 SCALE: 1/8" = 1'-0"



RIGHT ELEVATION OPTION 'B'
 SCALE: 1/8" = 1'-0"



REAR ELEVATION OPTION 'B'
 SCALE: 1/4" = 1'-0"

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. 48 HOURS BEFORE CONSTRUCTION FOR CLARIFICATION. IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR AND CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.



**AHMANN
 DESIGN INC.**

(319) 395-7900

WWW.AHMANNDESIGN.COM

**M&R HOLDING LLC
 4209 LOWER BEAVER ROAD**

DESIGN BY: J.P.
CHECKED BY:
FINAL RELEASE:
REVISIONS:
JOB NO. 16-29100



Index Legend	
Location:	Part of the Southeast Quarter
	Section 19, T84N, R34W
Requestor:	Green Stream Homes of Iowa
Proprietor:	Green Stream Homes of Iowa
Surveyor:	Matt Fouts, PLS
Surveyor	
Company:	JEO Consulting Group, Inc.
Return To:	Cody Forch 724 Simon Avenue Carroll, Iowa 51401

PRELIMINARY PLAT CARROLL PARK APARTMENTS SUBDIVISION CITY OF CARROLL CARROLL COUNTY, IOWA

LAND SURVEYOR
MATT FOUTS, PLS
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

DESIGN ENGINEER
CODY FORCH, PE
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

BUILDING SETBACKS:
FRONT YARD 20'
REAR YARD MIN. 10'
SIDE YARD MIN. 5'
MIN. SPACE BETWEEN BUILDINGS 10'

ZONING:
EXISTING ZONING R-3
PROPOSED ZONING R-5 P.U.D.

ACREAGE TABLE

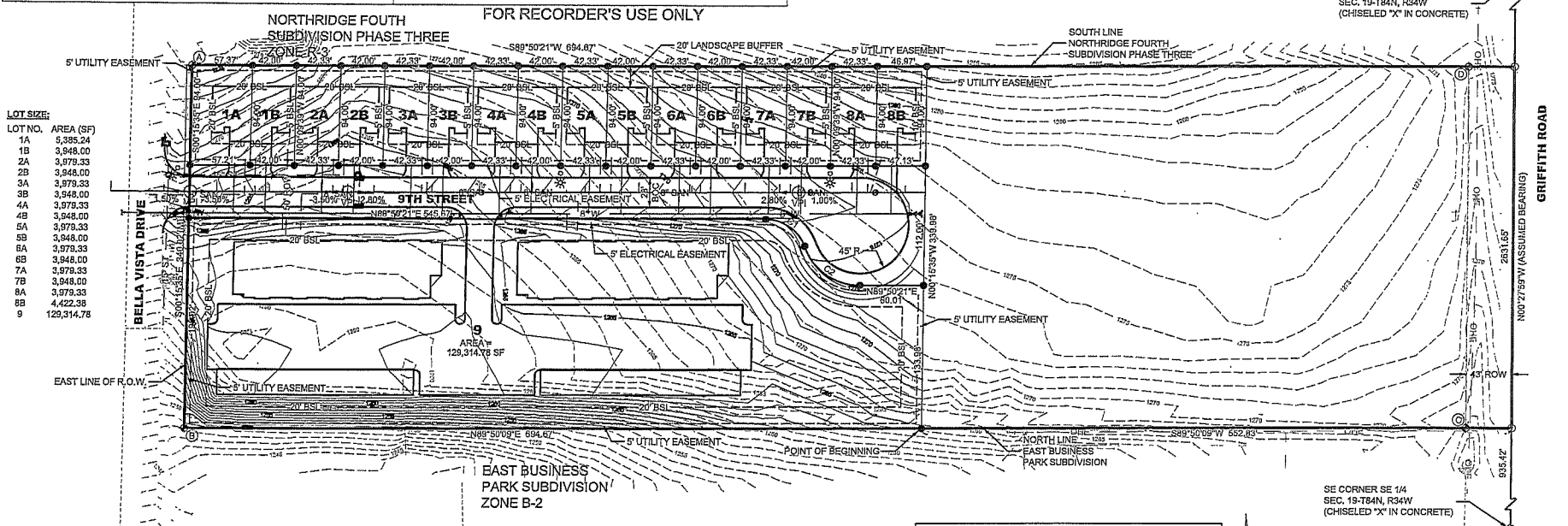
DESCRIPTION	ACRES
TOTAL ACREAGE	5.42
NUMBER OF LOTS	17
MIN. LOT AREA	0.09
AVG. LOT AREA	0.26
MAX. LOT AREA	2.97
PUBLIC LAND AREA	0.00
ROW LAND AREA	0.55
OPEN SPACE (COMBINATION OF LANDSCAPE BUFFER & GREEN SPACE AROUND APT. COMPLEX)	1.80

5.42 ACRES
17
0.09 ACRES
0.26 ACRES
2.97 ACRES
0.00 ACRES
0.55 ACRES
1.80 ACRES



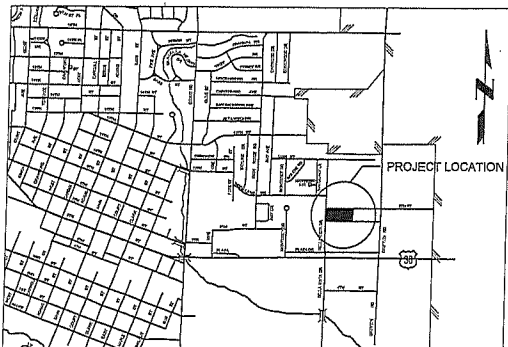
INDEX OF SHEETS
SHEET 1 - BOUNDARY INFORMATION
SHEET 2 - BOUNDARY DESCRIPTION AND DEDICATION

NOTE:
ALL BEARINGS ARE ASSUMED, ALL MONUMENTS SET ARE 5/8" X 24" REBAR WITH YELLOW CAP "FOUTS LS 23586". MONUMENTS TO BE SET UP ON COMPLETION OF CONSTRUCTION.



LOT SIZE:

LOT NO.	AREA (SF)
1A	5,395.24
1B	3,948.00
2A	3,979.33
2B	3,948.00
3A	3,979.33
3B	3,948.00
4A	3,979.33
4B	3,948.00
5A	3,979.33
5B	3,948.00
6A	3,979.33
6B	3,948.00
7A	3,979.33
7B	3,948.00
8A	3,979.33
8B	4,422.38
9	129,314.76



FOUND MONUMENTS

- Ⓐ 5/8" REBAR WITH CAP - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 3.
- Ⓑ 5/8" REBAR WITH CAP - RIGHT-OF-WAY CORNER OF EAST BUSINESS PARK SUBDIVISION.
- Ⓒ 5/8" REBAR WITH CAP - RIGHT-OF-WAY CORNER OF EAST BUSINESS PARK SUBDIVISION.
- Ⓓ 5/8" REBAR WITH CAP - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 3.

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.00'	47.43'	69°42'24" RT	S 55°19'27" E	44.58'
C2	56.00'	68.10'	69°40'40" RT	S 55°19'27" E	63.98'

LEGEND

UTILITY EASEMENT	-----	MEASURED DISTANCE	M
BUILDING SET BACK LINE	----- 30' BSL -----	PLATTED DISTANCE	P
		RECORDED DISTANCE	R
MONUMENT FOUND	⊕	RIGHT-OF-WAY	ROW
FOUND MONUMENT LABEL	Ⓐ	EASEMENT	EASE.
		UTILITY	UTIL.
MONUMENT SET 5/8" X 24" REBAR WITH YELLOW CAP "FOUTS LS 23586"	⊙	PROPOSED	PROP.
TEMPORARY POINT	○	ELECTRICAL	ELEC.

CITY APPROVALS

RECOMMEND TENTATIVE PLAT APPROVAL - PLANNING & ZONING COMMISSION

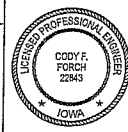
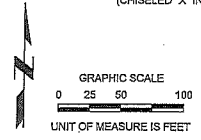
CHAIRMAN _____ DATE _____

TENTATIVE PLAT ACCEPTED - CITY OF CARROLL, IOWA

CLERK _____ DATE _____

PRELIMINARY PLAT APPROVED GREEN STREAM HOMES OF IOWA

NAME _____ DATE _____



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

SIGNATURE: *Cody Forch* 7/16/18
DATE: 7/16/18

PRINTED OR TYPED NAME: CODY F. FORCH, PE

22843

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

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

2018 CARROLL PARK APARTMENTS SUBDIVISION CARROLL, IOWA
 PRELIMINARY PLAT

PROJECT NO: 180482.00
DATE: 7/16/2018
DRAWN BY: eoc/tdc
FILE NAME: S:\180482.00\PRELPLAT-1.dwg
FIELD BOOK: FIELDBOOK
FIELD CREW: FC 28
SURVEY FILE NO: SURVEY FILE NO
PLAN HARD: PLS DATE
FIELD: PLS DATE
FOR SCHEMATIC REVIEW: PLS DATE
FOR PERMITS REVIEW: PLS DATE
REVISIONS: PLS DATE



PRELIMINARY PLAT
CARROLL PARK
APARTMENTS SUBDIVISION
CITY OF CARROLL
CARROLL COUNTY, IOWA

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE FIFTH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE N00°27'59"W, ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 535.42 FEET; THENCE S89°50'09"W ON THE NORTH LINE OF EAST BUSINESS PARK SUBDIVISION 552.83 FEET TO THE POINT OF BEGINNING; THENCE N00°13'35"W, 339.38 FEET TO THE SOUTH LINE OF NORTHRIDGE FOURTH SUBDIVISION, PHASE THREE; THENCE S89°50'21"W, ON SAID SOUTH LINE, 694.67 FEET TO THE EAST RIGHT OF WAY LINE OF BELLA VISTA DRIVE; THENCE S00°13'35"E, ON SAID EAST LINE, 340.02 FEET TO THE NORTH LINE OF EAST BUSINESS PARK; THENCE N89°50'09"E, ON SAID NORTH LINE, 694.67 FEET TO THE POINT OF BEGINNING, CONTAINING 5.42 ACRES, MORE OR LESS.

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP:
 COMMUNITY-PANEL NUMBER: 190041 0153C
 SEPTEMBER 15, 2017
 ZONE X AREA OF MINIMAL FLOOD HAZARD

BENCH MARKS:
 1) 1276.42(F) NAD 1983,
 POINT NUMBER 10120
 MONUMENT TYPE: ARROWHEAD ON FIRE HYDRANT
 LOCATION: SOUTHWEST CORNER OF EAST
 9TH STREET AND GRIFFITH ROAD INTERSECTION

DEDICATION:

KNOW ALL MEN BY THESE PRESENT: THAT GREEN STREAM HOMES OF IOWA, LLC IS THE OWNER OF THE LAND DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS CARROLL PARK APARTMENTS SUBDIVISION. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF ITS PROPERTY AS SHOWN ON THIS PLAT. SAID OWNER FURTHER GRANTS PERPETUAL UTILITY EASEMENTS AND PUBLIC DRAINAGE EASEMENTS TO THE CITY OF CARROLL AND ANY PUBLIC OR PRIVATE UTILITY FOR RECIPROCAL USE BY THE LICENSEES OF SAID SUBDIVISION TO BUILD, ERECT, MAINTAIN AND OR REPAIR THE FOLLOWINGS: WATERLINES, DRAINAGE FACILITIES, NATURAL GAS LINES, WIRES AND CABLES FOR CARRYING TRANSMISSION OF ELECTRICAL CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION AND RECEPTION OF SIGNALS AND SOUNDS OF ALL KINDS ON, OVER, THROUGH, UNDER AND ACROSS ALL STRIPS OF LAND LABELED AS UTILITY EASEMENTS ON THIS PLAT. THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA SHALL NOT BE CHANGED WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY OF CARROLL. NO LANDSCAPING OR STRUCTURE SHALL BE ERECTED OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE CITY OF CARROLL.

2018
 CARROLL PARK
 APARTMENTS SUBDIVISION
 CARROLL, IOWA

PRELIMINARY PLAT

PROJECT NO.	180462.00
DATE	7/6/2019
DRAWN BY	sschlador
FILE NAME	E-180462.00-PREPLAT-2.dwg
FIELD WORK	FIELDRSCHK
FIELD DREW	FCDS
SURVEY FILE NO.	SURVEY FILE NO.
PLAN # HAND	PHS#
DWG	PH DATE
TRACER REVIEW	DATE
DATE	7/25/19
BY	SSS
DATE	8/1/19
REVISIONS	

Prepared by: City of Carroll, 112 E. 5th Street, Carroll, IA 51401

712-792-1000

RESOLUTION NO.: _____

WHEREAS, Martin J. Steffes, Vice-President of Roman J. Steffes & Sons Construction, Inc., has filed a Preliminary Plat for Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa; and,

WHEREAS, the Preliminary Plat was given tentative approval by the City Planning and Zoning Commission at their meeting of July 11, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby tentatively approve the Preliminary Plat for Carroll Park Apartments Subdivision, City of Carroll, Carroll County, Iowa. Council gives authorization to proceed with preparation of the Final Plat pursuant to Section 6-6.0308 of the City of Carroll Subdivision Ordinance.

Passed and adopted by the Carroll City Council this 6th day of August, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Eric P. Jensen, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 6th day of August, 2018 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Preliminary Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Preliminary Subdivision Plat as provided by law.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

On this 6th of August, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

August 6, 2018

The City Council of the City of Carroll in the State of Iowa, met in _____, session, in the Council Chamber, City Hall, 112 East 5th Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH KENYON HILL RIDGE, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH KENYON HILL RIDGE, LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, on August 27, 2018, this Council will consider whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and will consider adoption of the Carroll Park Apartments Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Carroll Park Apartments Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, if adopted, will be filed in the office of the Recorder of Carroll County; and

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

WHEREAS, the City has received a proposal from Kenyon Hill Ridge, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the proposed Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of approximately 60 two-bedroom Housing Units and 16 duplex Housing Units, together with all related site improvements, and Infrastructure Improvements, including streets, sanitary sewer, storm sewer, and other necessary infrastructure, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make annual payments of Economic Development Grants to Developer starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending after 10 Grants have been paid or in the fiscal year that the maximum cumulative total of the Grants has been paid, whichever is earlier; the cumulative total for all Grants is not to exceed the lesser of (i) \$600,000, (ii) the amount of the Developer's certified costs and expenses in constructing the Infrastructure Improvements, or (iii) the amount of Tax Increment collected, before the Termination Date of the Agreement, in respect of the Minimum Improvements less the amount of Tax Increment set aside annually to satisfy the low and moderate income housing assistance requirements of Section 403.22; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the proposed Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chamber, City Hall, 112 East 5th Street, Carroll, Iowa, at 5:15 P.M. on August 27, 2018, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Kenyon Hill Ridge, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF CARROLL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH KENYON HILL
RIDGE, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on August 27, 2018, at 5:15 P.M. in the Council Chamber, City Hall, 112 East 5th Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Kenyon Hill Ridge, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the proposed Carroll Park Apartments Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of approximately 60 two-bedroom Housing Units and 16 duplex Housing Units, together with all related site improvements, and infrastructure improvements including streets, sanitary sewer, storm sewer, and other infrastructure, as outlined in the proposed Agreement.

The Agreement would obligate the City, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, to make annual payments of Economic Development Grants to Developer starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending after 10 Grants have been paid, or in the fiscal year that the maximum cumulative total of the grants has been paid, unless the payments are ended earlier under the terms of the Agreement. The cumulative total for all such payments would not exceed the lesser of (i) \$600,000, (ii) the amount of the Developer's certified costs and expenses in constructing the Infrastructure Improvements, or (iii) the amount of Tax Increment collected in respect of the Minimum Improvements less the amount of Tax Increment set aside annually to satisfy the low and moderate income housing assistance requirements of Section 403.22.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Carroll, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Carroll in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of August, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Carroll, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF CARROLL, IOWA

AND

KENYON HILL RIDGE, LLC

_____, 2018

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the _____ day of _____, 2018, by and between the CITY OF CARROLL, IOWA, a municipality (hereinafter the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter the "Urban Renewal Act"), and KENYON HILL RIDGE, LLC, an Iowa limited liability company with offices for the transaction of business at 33459 Berns Shore Drive, Adel, Iowa (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in a residential area in the City and, in this connection, the City will adopt or has adopted the Carroll Park Apartments Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Carroll Park Apartments Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Carroll County, Iowa; and

WHEREAS, the Developer owns or will acquire certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

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

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

ARTICLE I. DEFINITIONS

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

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

Carroll Park Apartments Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

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

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

County means the County of Carroll, Iowa.

Developer means Kenyon Hill Ridge, LLC and its permitted successors and assigns.

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

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

Event of Default means any of the events described in Section 11.1 of this Agreement.

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

Homebuyer means the person or persons who purchase or rent a Housing Unit.

Housing Unit shall mean each dwelling unit constructed on the Development Property.

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

Infrastructure Improvements shall mean the construction of streets, water infrastructure, sanitary sewer, storm sewer, and other necessary infrastructure to be completed by Developer on the Development Property under this Agreement, as detailed in Exhibit B attached to this Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

Kenyon Hill Ridge, LLC TIF Account means a separate account within the Carroll Park Apartments Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and Development Property.

Minimum Improvements shall mean the construction of Housing Units and Infrastructure Improvements on the Development Property as more particularly described in Exhibits B and B-1 to this Agreement.

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

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

Ordinance means the Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Carroll Park Apartments Urban Renewal Area Tax Increment Revenue Fund.

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

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Infrastructure Improvements, including, without limitation, interest during construction and for not more than six months thereafter, costs for landscaping, grading, drainage, paving, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization and legal expenses related to those improvements, as more particularly described herein.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Housing Units and Development Property divided and made available to the City for deposit in the Kenyon Hill Ridge, LLC TIF Account of the Carroll Park Apartments Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date this Agreement terminates, as established in Section 12.9 of this Agreement.

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

Urban Renewal Area shall mean the area known as the Carroll Park Apartments Urban Renewal Area.

Urban Renewal Plan means the Carroll Park Apartments Urban Renewal Plan, approved in respect of the Carroll Park Apartments Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

a. The Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a

reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

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

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

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

h. The Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.6 hereof.

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

j. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before September 1, 2019 and construction of the remaining Minimum Improvements shall be complete on or before December 31, 2020.

k. The Developer is investing approximately \$11,500,000 in the Project.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 3.1. Construction of Minimum Improvements.

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

b. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Subject to Unavoidable Delays, the Developer shall cause construction of all the Minimum Improvements to be undertaken and completed by the dates set forth in Section 2.2(j), or such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.2. Completion and Dedication of Infrastructure Improvements.

a. Subject to Unavoidable Delays, the Developer shall (i) cause construction of the Infrastructure Improvements to be undertaken and completed by September 1, 2019, and (ii) dedicate the Infrastructure Improvements to the City, subject to the conditions of Section 3.2(b), by June 1, 2020, or such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. Upon notice from the Developer of completion of the Infrastructure Improvements, the City shall inspect the Infrastructure Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Infrastructure Improvements have been duly completed in compliance with this Agreement and all federal, State, and City laws, regulations, ordinances, policies, and procedures; and the City is in receipt of copies of the maintenance bonds required by Section 6.6; the Developer shall dedicate to the City and the City shall accept dedication of the Infrastructure Improvements.

Section 3.3. No Special Legal Entitlements to Infrastructure Improvements. Developer recognizes and agrees, that upon dedication to the City and the City's acceptance thereof, the Infrastructure Improvements shall be owned by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

Section 3.4. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Infrastructure Improvements dedicated to and accepted by the City, and that such amounts are true and correct. The Developer shall submit the

Certification after all the Infrastructure Improvements have been completed, dedicated to and accepted by the City. *See* Exhibit D for the form of Certification. Along with the Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements. The City’s engineer shall review Developer’s Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.5. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer’s obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

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

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

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder’s risk insurance, written on the so-called “Builder’s Risk–Completed Value Basis,” in an amount equal to the full replacement cost of the Public Improvements, and with coverage available in non-reporting form on the so-called “all risk” form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City’s liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity’s directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held

responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a “severability of interests” clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers’ compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date (excepting any portion of the Minimum Improvements no longer owned by Developer, whether following sale to a Homebuyer or dedication to and acceptance by the City), Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements (excepting any portion of the Minimum Improvements then-owned by a Homebuyer, or dedicated to and accepted by the City), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions, subject to the following:

a. Developer’s obligation under this Section 6.1 shall cease to apply to those portions of the Development Property for which title is conveyed to Homebuyers; and

b. Developer’s obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are dedicated to and accepted by the City.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

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

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

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

Section 6.6. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Infrastructure Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given project of the Infrastructure Improvements shall remain in effect until construction of such Improvement is completed, at which time a four-year maintenance bond(s) shall be substituted for each performance bond with respect to paving and a two-year maintenance bond(s) shall be substituted for each performance bond with respect to any underground work. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Infrastructure Improvements.

Section 6.7. No Abatement. Developer and any Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement for any portion of the Development Property under any Urban Revitalization Plan or any other State, federal or local law. Developer shall inform prospective Homebuyers of this information in writing prior to the sale to a Homebuyer of any lot(s) on the Development Property and secure a receipt from all Homebuyers that they received such information prior to the sale in the form of Exhibit E.

Section 6.8. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403 of the Code, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Carroll County is 36.62%. The City will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

Section 6.9. Market-rate Housing. Developer acknowledges and agrees that through December 31, 2031:

- a. Any Housing Units made available for rent shall be marketed and leased as market-rate housing;
- b. The Housing Units, and any part thereof, shall not be marketed, used or treated as a Section 8 housing project under 42 U.S.C. § 1437f, a Section 42 housing project under 26 U.S.C. § 42, nor a project under any similar government program; and

- c. Any incentives under this Agreement, including but not limited to any Economic Development Grants provided under Article VIII of this Agreement, are not intended to provide and shall not constitute a local match under Section 8, Section 42, the Low Income Housing Tax Credit program administered by the Iowa Finance Authority, or any similar government program.

The provisions of this Section 6.9 shall survive the termination of this Agreement.

ARTICLE VII. ASSIGNMENT AND TRANSFER

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

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

- a. Payment and Calculation of Economic Development Grants. The City shall make its first certification of debt to the County under Section 403.19 of the Code for Tax Increment from the Urban Renewal Area on or before the next December 1 following the date upon which the Developer dedicates the Infrastructure Improvements to the City and the City accepts the Infrastructure Improvements under the terms of Section 3.2. Starting with June 1 of the first fiscal year that the City receives Tax Increment from the County for the Urban Renewal Area, and on each June 1 thereafter, the City shall make an Economic Development Grant to Developer until the earliest of: (i) ten (10) Economic Development Grants have been paid to Developer, (ii) the maximum aggregate amount of Economic Development

Grants, as described in Section 8.1(c), has been paid to Developer; or (iii) this Agreement has been terminated pursuant to its terms.

Each annual payment shall be equal in amount to 100% of the Tax Increments remaining after the LMI assistance requirements of Chapter 403 are satisfied, with respect to the Tax Increments that were collected by the City with respect to the Development Property and the Minimum Improvements and deposited into the Kenyon Hill Ridge, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

For example, if no Housing Units are sold as LMI-affordable units and the percentage of LMI Families in Carroll County is 36.62%, the LMI requirements of Chapter 403 require that 36.62% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 63.38% of the originally collected Tax Increments.

b. Schedule of Economic Development Grants. Assuming completion of the Infrastructure Improvements by September 1, 2019, if the Developer dedicates to the City and the City accepts dedication of the Infrastructure Improvements before November 1, 2019, then the City shall make its first certification to the County under Section 403.19 by December 1, 2019, and the first payment of the Economic Development Grants shall be on June 1, 2021 (in an amount of 100% of the Tax Increment from Fiscal Year 2020-2021 remaining after the LMI assistance requirements are satisfied), assuming satisfaction of the other terms and conditions of this Article and Agreement.

If the Infrastructure Improvements are not dedicated to and accepted by the City until after November 1, 2019 (but before June 1, 2020), then the City shall make its first certification to the County under Section 403.19 by December 1, 2020, and the first payment of the Economic Development Grants shall be on June 1, 2022 (in an amount of 100% of the Tax Increment from Fiscal Year 2021-2022 remaining after the LMI assistance requirements are satisfied).

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(c).

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in Section 8.1(a); (ii) \$600,000; or (iii) the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.4 and approved by the City as a part of Developer's completion of the Project. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and in no event shall Developer be entitled to receive more than calculated under the formula set

forth in Section 8.1(a), even if the aggregate amount is less than \$600,000 or the aggregate amount of the Qualified Costs and Expenses.

d. Certification of Infrastructure Improvement Costs. The Developer acknowledges that under current law, for non-LMI residential urban renewal projects, Tax Increment can only be used in support of the provision of public improvements related to housing and residential development; therefore, the amount of Tax Increment used for the Project cannot exceed the Qualified Costs and Expenses. The obligation of the City to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification of Qualified Costs and Expenses required under Section 3.4 and the City's approval thereof.

Section 8.2. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain an Ordinance with respect to the Development Property in force during the term of this Agreement and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the Kenyon Hill Ridge LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt of such an opinion, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

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

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

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Sections 8.1 and 8.2, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the all of the following:

- a. Developer's completion of construction of the Infrastructure Improvements by September 1, 2019;
- b. Developer's dedication of the Infrastructure Improvements to the City and the City's acceptance thereof, under the terms of Section 3.2, by no later than June 1, 2020;
- c. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Infrastructure Improvements as set forth in Section 3.4, using Exhibit D and filing any supporting documentation; and
- d. Developer's compliance with the terms of this Agreement at the time of each payment.

In the event that an Event of Default occurs, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, or the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the City accepts said Infrastructure Improvements and the maintenance bond has been issued on said Infrastructure Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the City accepts said Infrastructure Improvements and the maintenance bond has been issued on said Infrastructure Improvements), or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

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

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

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

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

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

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

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

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 11.1(d) or 11.1(e) of said Section 11.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants; and

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer agrees to pay to the City an amount equal to the actual costs incurred by the City in connection with the preparation and adoption of the Urban Renewal Plan and the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City, within thirty (30) days of the City submitting an invoice to the Developer for such costs. If the Developer has not paid the City for such costs before the first Economic Development Grant is paid, then the amount shall be deducted from the first Economic Development Grant.

b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

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

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

- a. In the case of the Developer, is addressed or delivered personally to Kenyon Hill Ridge, LLC at 33459 Berns Shore Drive, Adel, IA 50003; Attn: Paul Stender, Managing Partner; and
- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 112 E. Fifth Street, Carroll, IA 51401; Attn: City Manager;

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

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

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

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

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2031, unless the Agreement is terminated earlier by the other terms of this Agreement.

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

KENYON HILL RIDGE, LLC,
an Iowa limited liability company

By: _____
Paul Stender, Managing Partner

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Paul Stender to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Kenyon Hill Ridge, LLC, and that said instrument was signed on behalf of said company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Kenyon Hill Ridge, LLC]

EXHIBIT A

DEVELOPMENT PROPERTY

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

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE N00°27'59"W, ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 935.42 FEET; THENCE S89°50'09"W ON THE NORTH LINE OF EAST BUSINESS PARK SUBDIVISION 552.83 FEET TO THE POINT OF BEGINNING; THENCE N00°15'35"W, 339.98 FEET TO THE SOUTH LINE OF NORTHRIDGE FOURTH SUBDIVISION, PHASE THREE; THENCE S89°50'21"W, ON SAID SOUTH LINE, 774.67 FEET TO THE WEST RIGHT OFWAY LINE OF BELLA VISTA DRIVE; THENCE S00°15'35"E, ON SAID WEST LINE, 340.02 FEET TO A POINT ON SAID WEST LINE; THENCE N89°50'09"E, ON THE NORTH LINE OF EAST BUSINESS PARK 774.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 6.05 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 60 two-bedroom apartment Housing Units and 16 duplex Housing Units together with related site improvements for the housing development, and the Infrastructure Improvements, to be constructed consistent with approved plats and plans.

Each apartment Housing Unit shall include be approximately 845 square feet, and will be leased for a monthly rent of approximately \$950-\$1000. The apartment Housing Units shall be constructed in two apartment buildings. The first apartment building is planned for completion in the Fall of 2019; the second apartment building is planned for completion in Fall of 2020.

The duplex Housing Units shall be on average 1320 square feet, and will be sold at prices approximately \$229,000 to \$249,000 per unit. The duplex Housing Units are also planned to be completed in two phases, with 8 duplex Housing Units planned for completion in the Fall of 2019 and the remaining 8 duplex Housing Units planned for completion in the Fall of 2020.

The Infrastructure Improvements include the construction and/or installation of streets, water infrastructure, sanitary sewer, storm sewer, and other necessary infrastructure for the Housing Units on the Development Property. The Infrastructure Improvements must be completed no later than September 1, 2019, and dedicated to and accepted by the City no later than June 1, 2020, in order for the Developer to be eligible for Economic Development Grants under this Agreement.

See Exhibit B-1 for the preliminary site plans and preliminary building plans for the Project.

EXHIBIT B-1

SITE PLANS AND BUILDING PLANS FOR DEVELOPMENT PROPERTY

As shown on this plan, the proposed development is shown in accordance with the applicable zoning ordinance of the City of Carroll, Iowa.

As shown on this plan, the proposed development is shown in accordance with the applicable zoning ordinance of the City of Carroll, Iowa.

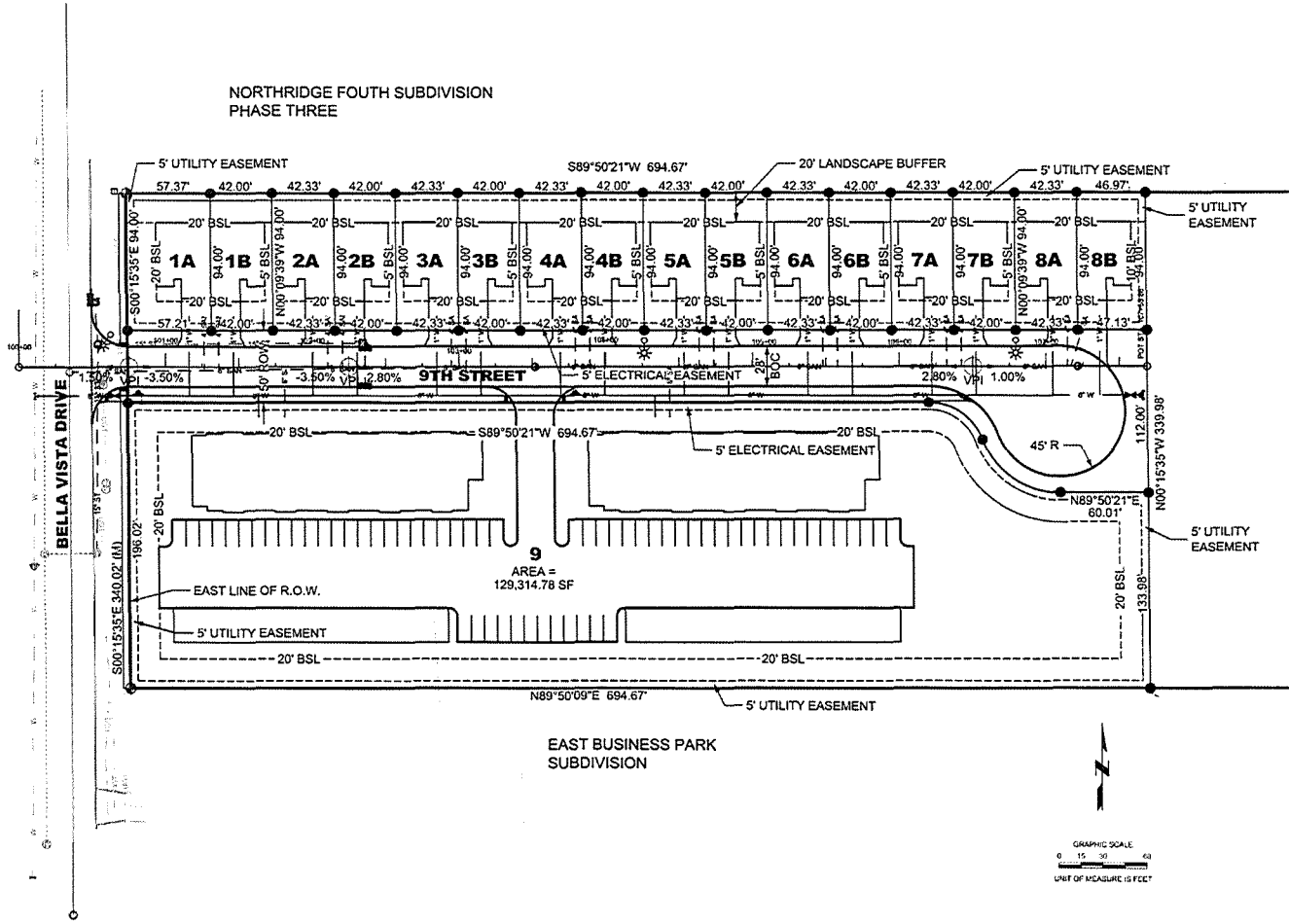
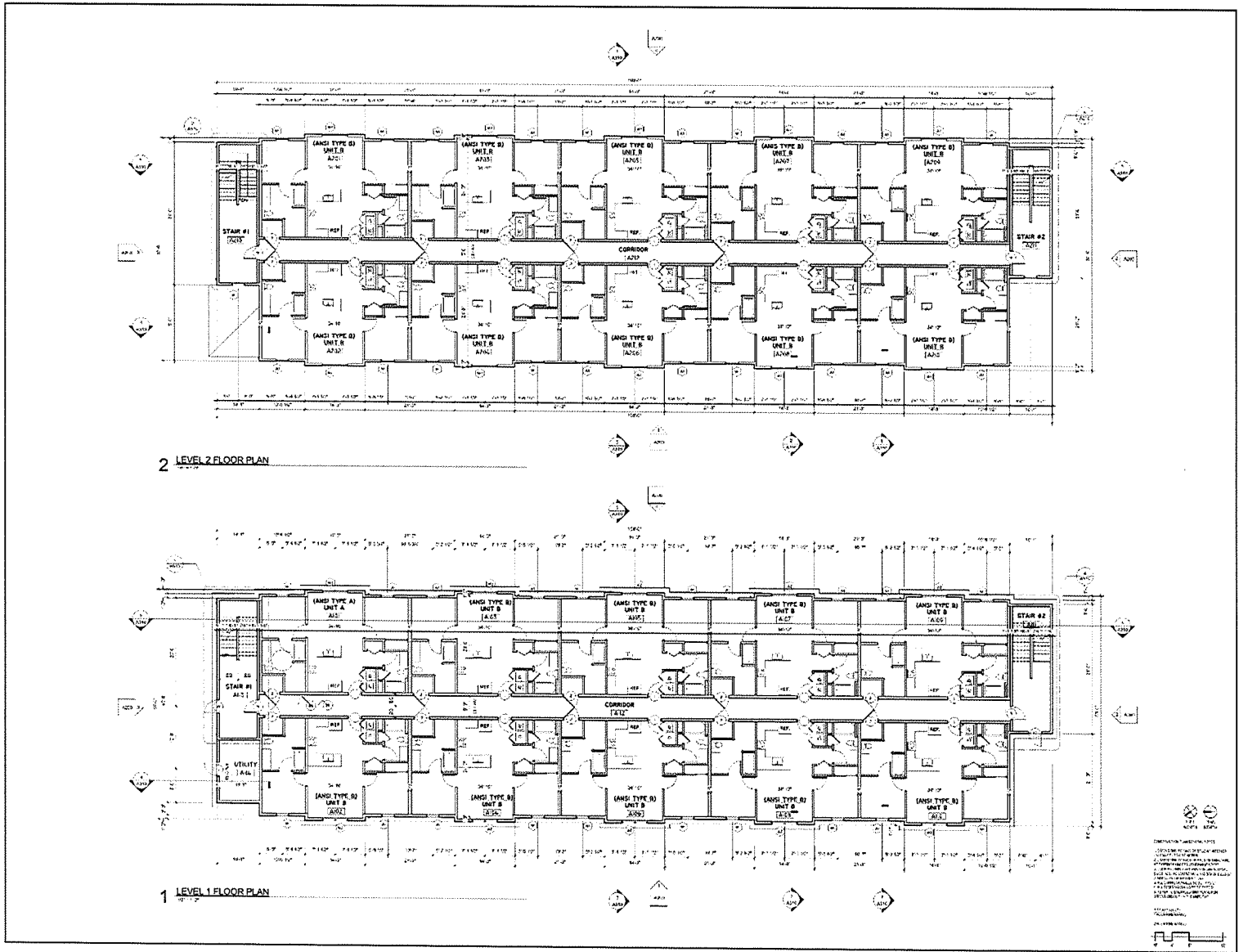


Exhibit B-2

Draft



Exhibit B-3



ARCHITECTS OF RECORD
FUSION
 ARCHITECTS, INC.
 10000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 WWW.FUSIONARCHITECTS.COM

DESIGNED BY
 STRUCTURE ENGINEER

CONSULTANT

REVISIONS
 BY DATE

PRINTED

DATE	REVISION

Revision Schedule

GENERAL

FLOOR PLANS - LEVELS 1 & 2

A101

NOT FOR CONSTRUCTION

Exhibit B-4

Draft

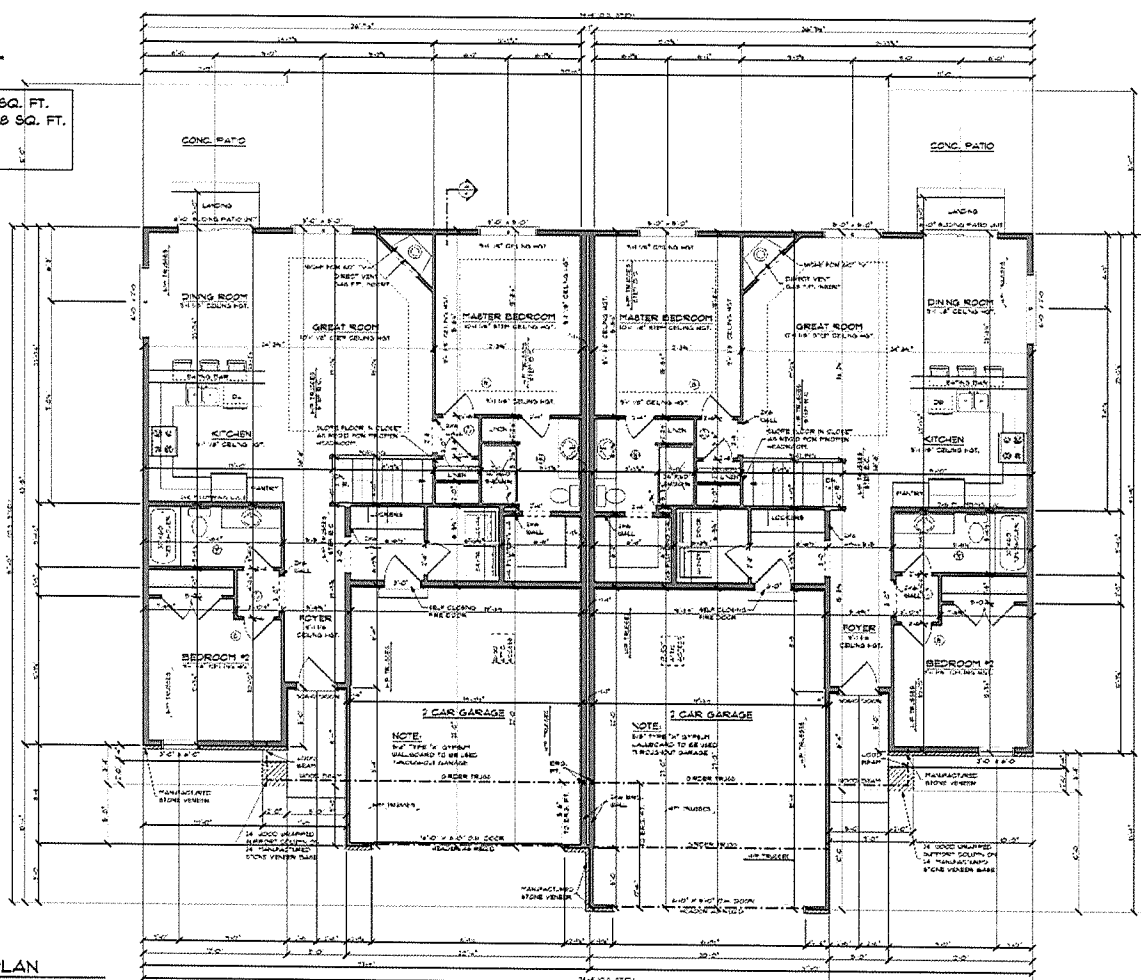
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

FRAMING NOTES:
 1. ALL 10" WALL HEIGHTS UNLESS NOTED
 2. UNLESS NOTED DO NOT INCLUDE FOUNDATIONS OR ARCHWAYS
 3. ROOFING TO BE DETERMINED CONTRACTOR BY ALL APPLICABLE CODES AND LOCAL ORDINANCES
 4. ALL INTERIOR WALLS SHALL BE 1/2" GYP BOARD WALLS UNLESS NOTED
 5. WOODLANT DECK FLOORING UNLESS NOTED TO BE STRENGTHENED
 6. SEE PLAN FOR WALLS TO BE

**MAIN FLOOR: 1305 SQ. FT.
 2 CAR GARAGE: 428 SQ. FT.
 STOOP: 48 SQ. FT.
 TOTAL: 1781 SQ. FT.**

NOTE:
 ACCORDING TO THE 2007 IRC
 APPROXIMATELY 10% OF ALL WEIGHTS
 TO BE SET ON NO. 2 REINFORCEMENT
 VERIFY WITH LOCAL BUILDING DEPARTMENT.

**MAIN FLOOR: 1305 SQ. FT.
 2 CAR GARAGE: 545 SQ. FT.
 STOOP: 48 SQ. FT.
 TOTAL: 1847 SQ. FT.**



MAIN FLOOR PLAN

GENERAL NOTES:
 1. CONTRACTOR SHALL VERIFY ALL NOTES
 2. THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT ALL INSTRUMENTS ARE IN FULL COMPLIANCE WITH ALL APPLICABLE CODES AND LOCAL ORDINANCES
 3. THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS TO VERIFY THAT ALL INSTRUMENTS ARE IN FULL COMPLIANCE WITH ALL APPLICABLE CODES AND LOCAL ORDINANCES
 4. TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO THE BUILDING OR TO THE PERSONS OR PROPERTY THEREIN
 5. CONSTRUCTION MATERIALS SHOWN ARE FOR INFORMATION ONLY AND SHALL NOT BE USED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT
 6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHECK AND SIGNATURE ON ALL CONSTRUCTION MATERIALS
 7. (SEE PLAN)
 8. APPROXIMATELY 10% OF ALL WEIGHTS TO BE SET ON NO. 2 REINFORCEMENT
 9. VERIFY WITH LOCAL BUILDING DEPARTMENT
 10. ALL INTERIOR WALLS SHALL BE 1/2" GYP BOARD WALLS UNLESS NOTED
 11. WOODLANT DECK FLOORING UNLESS NOTED TO BE STRENGTHENED
 12. SEE PLAN FOR WALLS TO BE

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(319) 395-7900

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3

DRAWN BY: J.W.
 CHECKED BY: J.W.
 FINAL APPROVAL: J.W.
 PERMITTED: J.W.
 DATE: 10/20/2007

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

FOUNDATION NOTES:

1. 1200 P.C.P. FILL, REBAR, PILES AND ANCHORS FOR FOOTING DESIGN. IF DIFFERENT FOUNDATION AND ENGINEERING DESIGN CONSULTING.
2. DO NOT REBAR, PILE, OR ANCHOR IN PLACE IN PLACE.
3. 1200 P.C.P. CONCRETE FILL.
4. DO NOT PLACE ANY REBAR OR CHAIRS IN UNPAVED SOIL. OVER EXCAVATE AND EXTEND FOOTING DEPT.
5. CONCRETE WALL FOOTING IS TO BE PLACED IN CONTRACTOR'S RESPONSIBILITY FOR FORMS BY OTHER.
6. VERIFY LOCATION OF FOUNDATION LOCAL CODES, RECORD AND SET, RECORDS, PROCEED, VERIFY, PHOTOGRAPH AS REQUIRED PER LOCAL CODE.
7. ACTUAL FLOOR JOIST LAYOUT & SPACING NOT SHOWN.

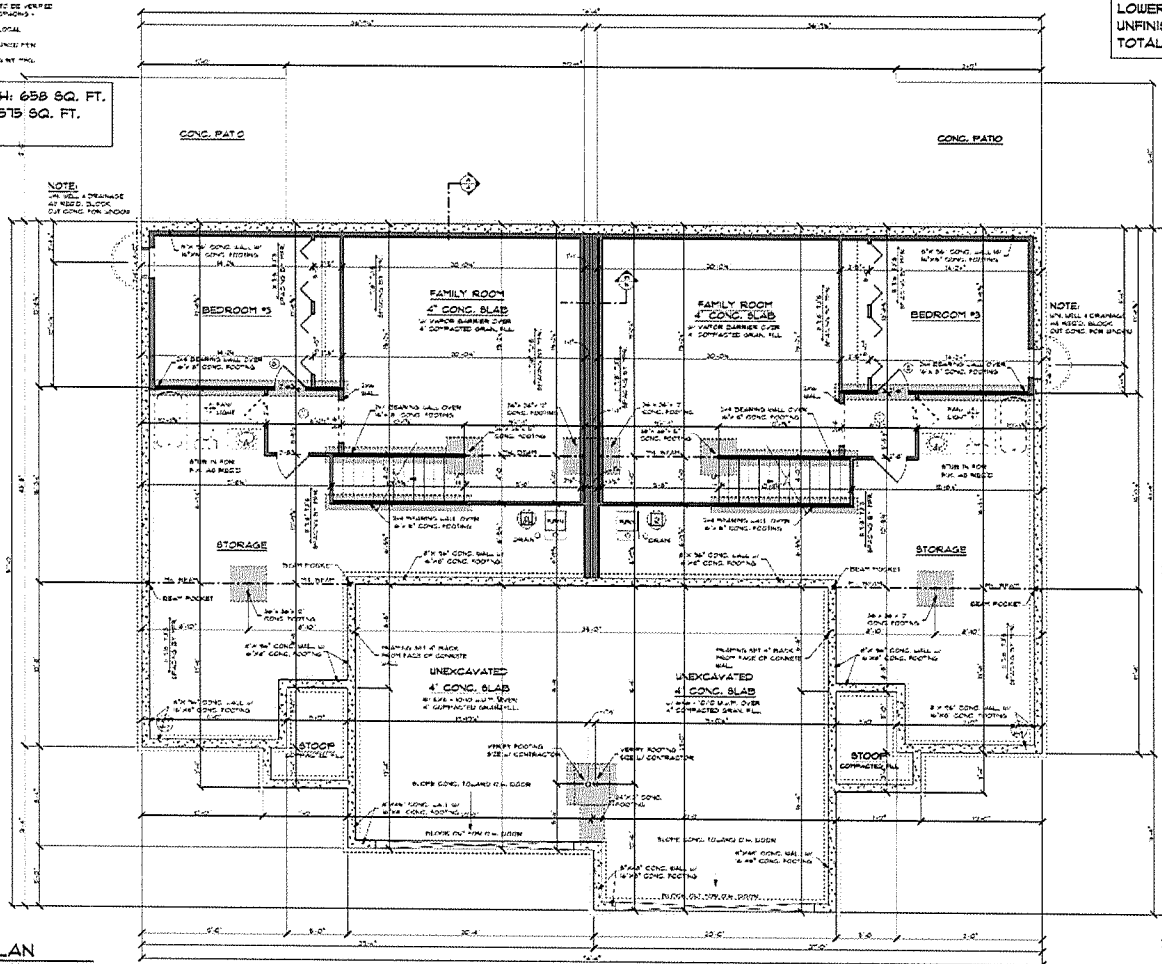
LOWER LEVEL FINISH: 658 SQ. FT.
UNFINISHED AREA: 575 SQ. FT.
TOTAL: 1233 SQ. FT.

NOTE:
FOOTINGS TO BE SET IN SOME AREAS MAY NEED TO BE ADJUSTED TO MEET LOCAL CODES AND REQUIREMENTS. VERIFY & LOCAL, MULTICOUNTY, DEPARTMENT.

LOWER LEVEL FINISH: 658 SQ. FT.
UNFINISHED AREA: 575 SQ. FT.
TOTAL: 1233 SQ. FT.

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FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. SEE ALL NOTES.
2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT ALL PRODUCTS ARE DELIVERED TO THE PROJECT AND TO VERIFY THE QUALITY OF THE PRODUCTS TO BE USED IN THE CONSTRUCTION.
3. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PLAN THE NECESSARY PROVISIONS TO MAINTAIN THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS TO BE BUILT.
4. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT ALL PRODUCTS ARE DELIVERED TO THE PROJECT AND TO VERIFY THE QUALITY OF THE PRODUCTS TO BE USED IN THE CONSTRUCTION.
5. CONSTRUCTION MATERIALS, METHODS, AND PROCEDURES SHALL BE APPROVED BY THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS SHALL BE RESPONSIBLE FOR THE FULL SCOPE AND ALIGNMENT OF ALL CONSTRUCTION MATERIALS.
6. VERIFY ALL NOTES.
7. VERIFY ALL NOTES.
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17. VERIFY ALL NOTES.
18. VERIFY ALL NOTES.
19. VERIFY ALL NOTES.
20. VERIFY ALL NOTES.

DESIGNED BY: J.M.
CHECKED BY: J.M.
DATE: 11/11/2016
JOB NO. 16-1000

4

© COPYRIGHT 2016 AHMANN DESIGN INC.
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM AHMANN DESIGN INC.

Exhibit B-6

Draft

NOTES:

1. THE FINISHES AND MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE NOTED. THE FINISHES AND MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE NOTED. THE FINISHES AND MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

NOTE:

1. THE FINISHES AND MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE NOTED. THE FINISHES AND MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE NOTED. THE FINISHES AND MATERIALS LISTED ARE TO BE USED UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

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9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

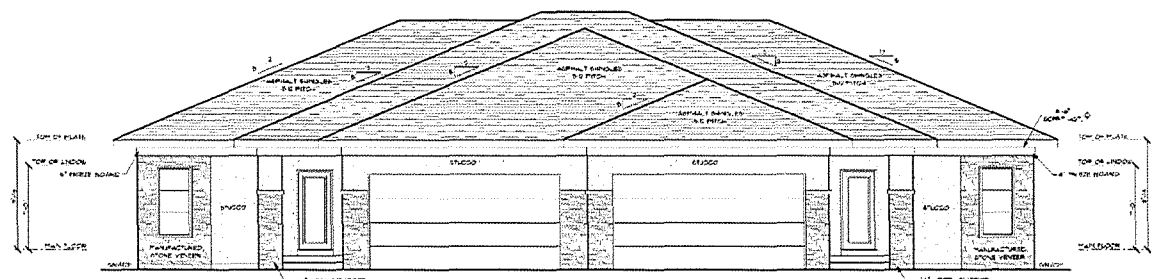
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



**AIMANN
DESIGN INC.**

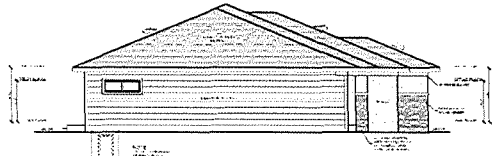
(319) 395-7900

WWW.AIMANNDESIGN.COM

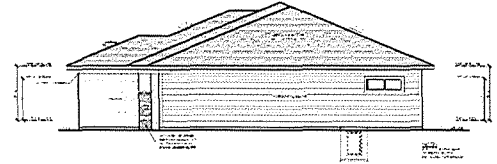


FRONT ELEVATION

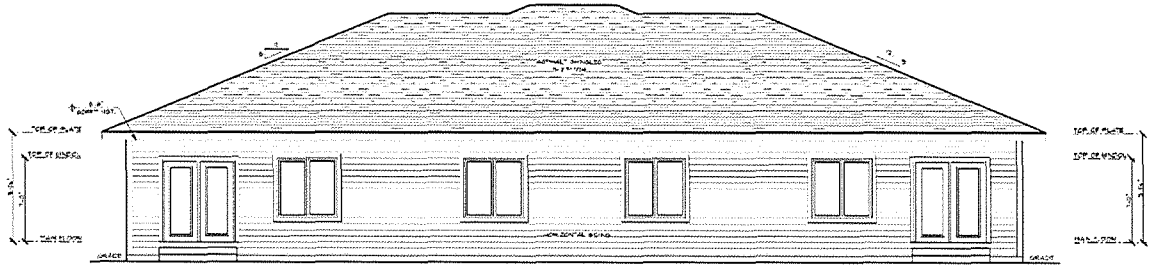
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

DESIGNED BY:	
CHECKED BY:	
DATE:	
SCALE:	
JOB NO.:	18-0300

2

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Exhibit B-7

Draft

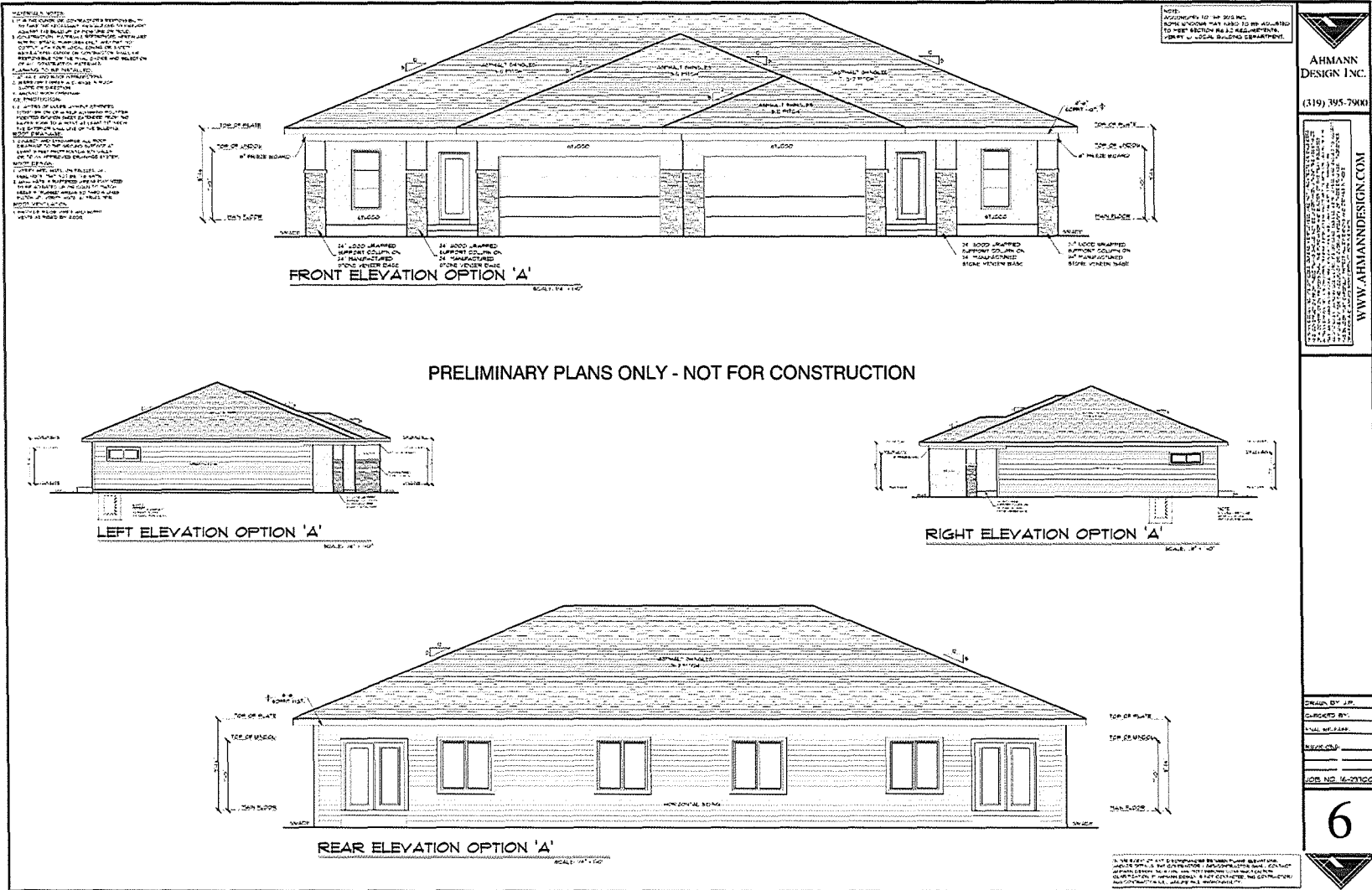
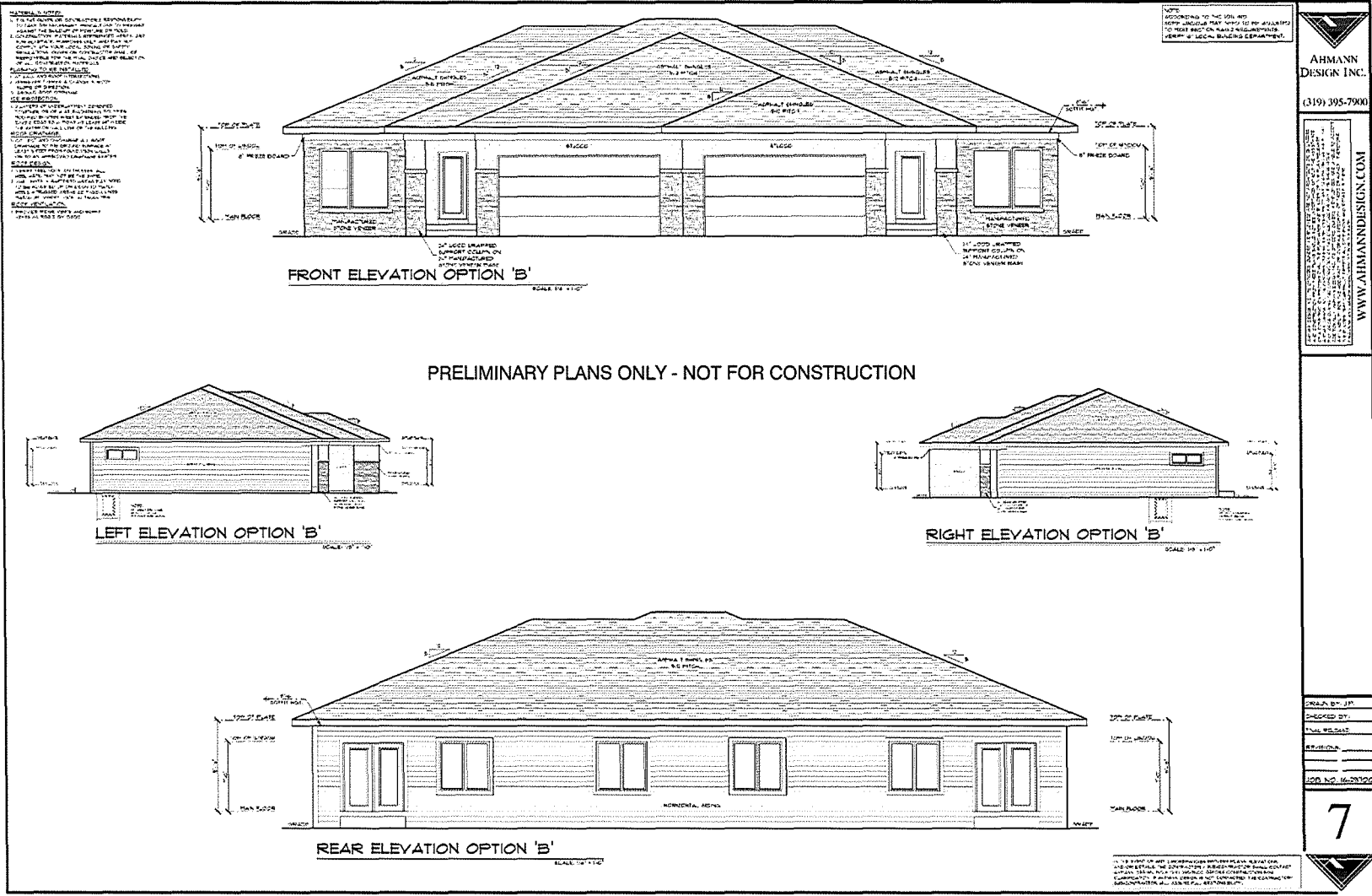


Exhibit B-8

Draft



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Exhibit B-9

Draft

EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the "City") and Kenyon Hill Ridge, LLC, an Iowa limited liability limited partnership (the "Developer"), did on or about the ____ day of _____, 2018, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE N00°27'59"W, ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 935.42 FEET; THENCE S89°50'09"W ON THE NORTH LINE OF EAST BUSINESS PARK SUBDIVISION 552.83 FEET TO THE POINT OF BEGINNING; THENCE N00°15'35"W, 339.98 FEET TO THE SOUTH LINE OF NORTHRIDGE FOURTH SUBDIVISION, PHASE THREE; THENCE S89°50'21"W, ON SAID SOUTH LINE, 774.67 FEET TO THE WEST RIGHT OFWAY LINE OF BELLA VISTA DRIVE; THENCE S00°15'35"E, ON SAID WEST LINE, 340.02 FEET TO A POINT ON SAID WEST LINE; THENCE N89°50'09"E, ON THE NORTH LINE OF EAST BUSINESS PARK 774.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 6.05 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

(the "Development Property"); and

WHEREAS, the term of the Agreement shall commence on the ____ day of _____, 2018 and terminate on the Termination Date, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said

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

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

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2018.

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

KENYON HILL RIDGE, LLC,
an Iowa limited liability company

By: _____
Paul Stender, Managing Partner

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Paul Stender to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Kenyon Hill Ridge, LLC, and that said instrument was signed on behalf of said company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Kenyon Hill Ridge LLC]

EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS

Kenyon Hill Ridge, LLC (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Infrastructure Improvements that are the subject of a Development Agreement entered into the ____ day of _____, 2018 between the City of Carroll, Iowa and the Developer (the "Agreement").

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

If you need additional space please attach another table.

Attach actual receipts and invoices

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Kenyon Hill Ridge, LLC

By: _____

Its: _____

STATE OF IOWA)
) SS
 COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is _____ of Kenyon Hill Ridge, LLC, and that said instrument was signed on behalf of said corporation; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him/her voluntarily executed.

 Notary Public in and for the State of Iowa

EXHIBIT E
RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX ABATEMENT

To:

By signing this form, you (the Homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of the City of Carroll, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

01458156-1\10275-063

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Randall M. Krauel, Director of Public Works

DATE: July 30, 2018

SUBJECT: U.S. Cellular Water Tower Equipment Modification

U.S. Cellular is proposing to make modifications to their equipment at the Water Tower site. The modifications are primarily to the Tower-mounted equipment. The antenna scope of work is summarized as follows:

- * (3) Existing 8 ft. CDMA Panel Antennas to be Removed. (6) Existing 7/8" associated coax to Remain.
- * (3) Existing 8 ft. LTE Panel Antennas to be Removed. (6) Existing associated 7/8" coax to Remain.
- * (3) Existing Bias-T-Units to be Removed.

- * (3) Proposed 4 ft. CDMA Panel Antennas to be installed on existing antenna mounts
- * (3) Proposed 8 ft. LTE Antennas to be installed on existing antenna mounts
- * (3) Proposed B-2 Radio 2217s to be installed on existing CDMA mast pipes, adjacent to LTE antennas
- * (1) Proposed Raycap SPD to be installed on existing CDMA mast pipes at beta sector
- * (1) Proposed 1-1/4" Eupen Hybrid Cable to be installed

Attached is a copy of Amendment Number Two to Water Tower Attachment Option and Lease Agreement that incorporates the proposed modifications into the Lease Agreement.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving Amendment Number Two to Water Tower Attachment Option and Lease Agreement with RSA No. 9 Limited Partnership.

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO WATER TOWER ATTACHMENT OPTION AND LEASE AGREEMENT WITH IOWA RSA NO. 9 LIMITED PARTNERSHIP.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa provides that contracts made by the City be approved by the City Council; and,

WHEREAS, an Amendment Number Two to Water Tower Attachment Option and Lease Agreement with Iowa RSA No. 9 Limited Partnership has been prepared.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Amendment Number Two to Water Tower Attachment Option and Lease Agreement with Iowa RSA No. 9 Limited Partnership is approved.

Passed and approved on this 6th day of August, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AMENDMENT NUMBER TWO TO WATER TOWER ATTACHMENT OPTION
AND LEASE AGREEMENT**

THIS AMENDMENT NUMBER TWO TO WATER TOWER ATTACHMENT OPTION AND LEASE AGREEMENT (“Amendment Two), made the _____ day of _____, 2018 (“Amendment”), modifies that certain Water Tower Attachment Option and Lease Agreement (“Lease”) dated the 9th day of April, 2007 and Amendment Number One to Water Tower Attachment Option and Lease Agreement dated the 13th day of May, 2013 (collectively, the “Lease”), by and between City of Carroll, a municipal corporation, having an address at 112 East 5th Street, Carroll, Iowa 51401, hereinafter referred to as “Lessor”, and Iowa RSA No. 9 Limited Partnership, an Iowa limited partnership having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Lessee”.

WHEREAS, Lessor owns certain property consisting of, among other things, a water tower (“Tower”), located in the City of Carroll, County of Carroll, Iowa; and

WHEREAS, Lessor and Lessee entered into the Lease to provide Lessee attachment locations upon the Tower and ground space for Lessee’s cellular common carrier mobile radio base station operations, including related telecommunications functions; and

WHEREAS, the Parties wish to document Lessee intended changes to equipment at said Site.

NOW THEREFORE, in consideration of the terms of this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- I. Amendment Exhibit B-1 is hereby deleted and replaced with the following attached Second Amendment Exhibit B-2.
- II. In all other respects the Lease is hereby ratified and affirmed without change.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

LESSOR: City of Carroll

LESSEE: IOWA RSA No. 9 Limited Partnership
By: Jefferson Cellular Telephone Company, Inc.
Its: General Partner

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Assistant Treasurer

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF IOWA)
)
COUNTY OF CARROLL)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____, known to me to be the same person whose name is subscribed to the foregoing Amendment Number Two to Water Tower Attachment Option and Lease Agreement, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Assistant Treasurer, known to me to be the same person whose name is subscribed to the foregoing Amendment Number Two to Water Tower Attachment Option and Lease Agreement Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant limited partnership, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

EXHIBIT B-2

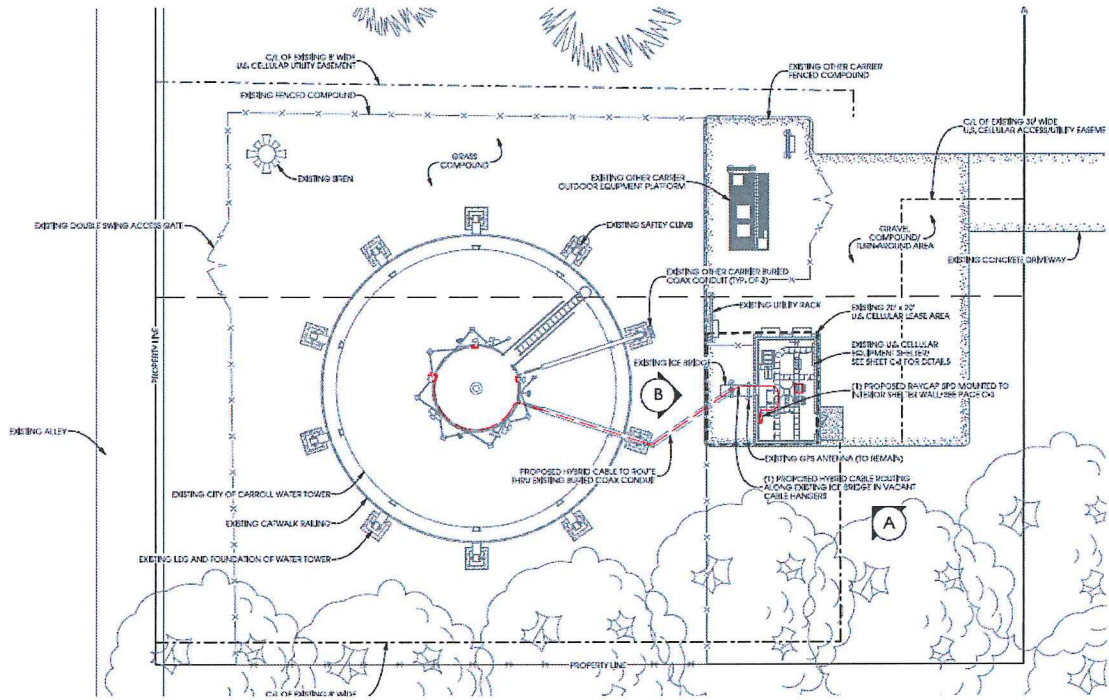
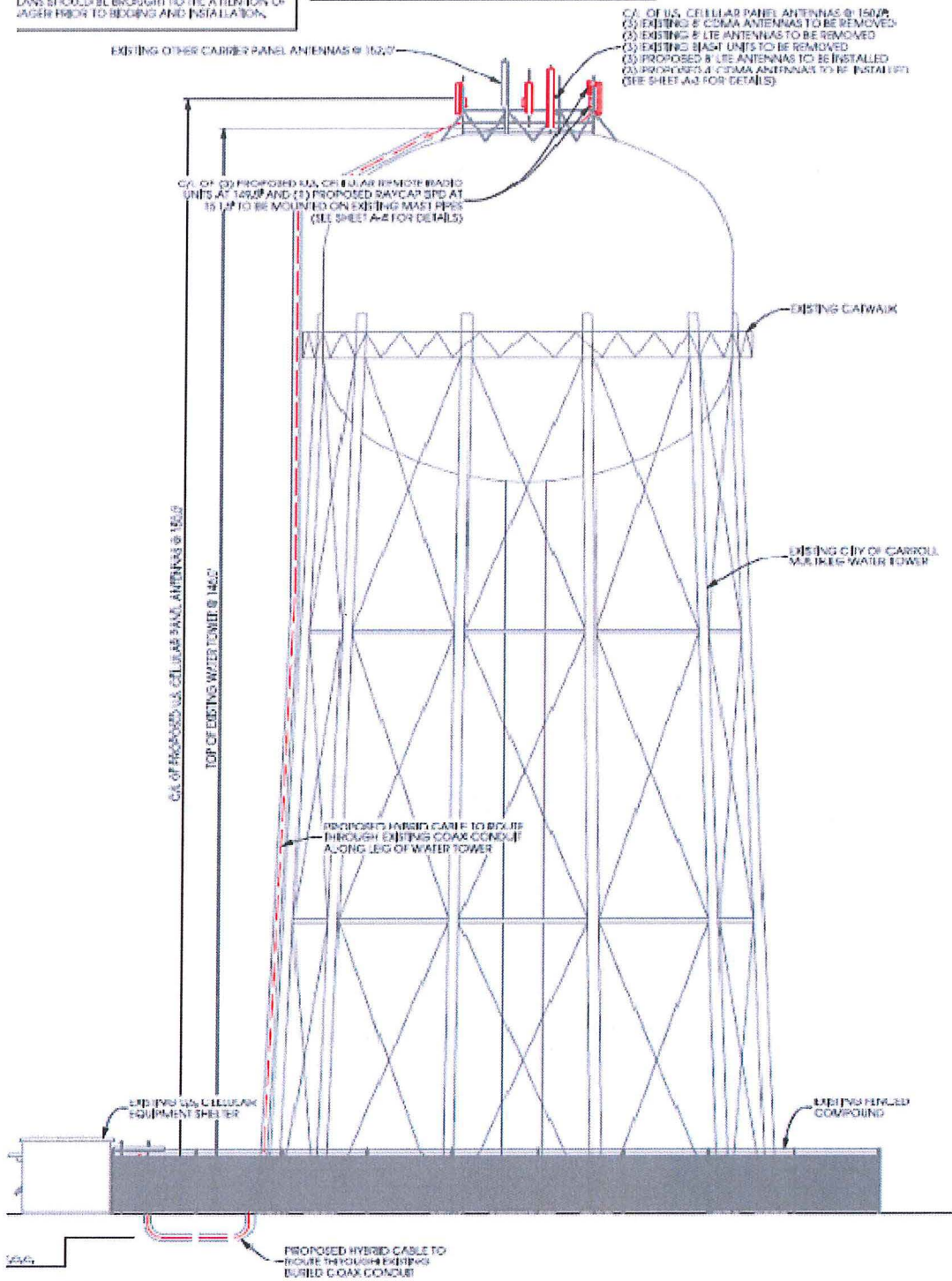


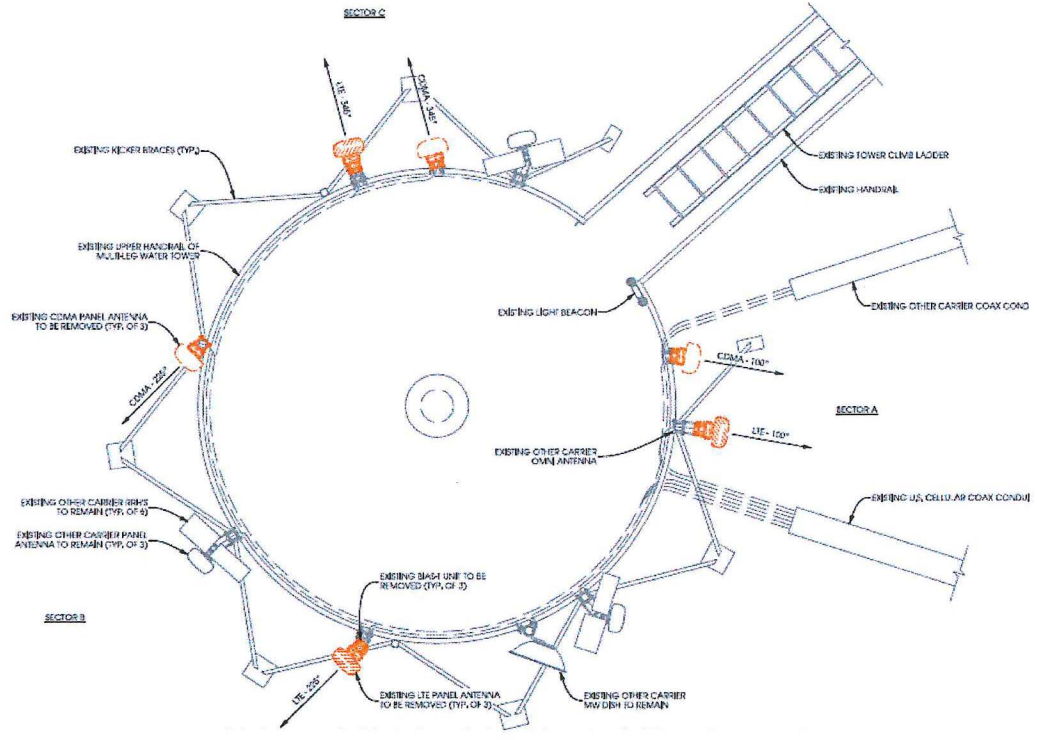
EXHIBIT B-2 (continued)

PLANS SHOULD BE BROUGHT TO THE ATTENTION OF JAGER PRIOR TO BEGING AND INSTALLATION.



A **TOWER PROFILE (NORTH ELEVATION)**
 SCALE: 1 1/8" x 1 7/8" = 1" = 20'-0"
 22" x 34" = 1" = 10'-0"

EXHIBIT B-2 (continued)



Current Loading										Tower Top Installed Equipment									
Sector	Ant ID	Antenna Model	Antenna				Cable				Tower Top Installed Equipment				Notes or Other Tower Top Equipment				
			Ant Qty	Head Cr.	Arm	SECT	Radome	Beam	Brand	Cable Type	Cable Size	Cable Qty	Cable Length	MP		WMA	WBS	Other	
Alpha		SR-6000-82P-S	1	112	100	0	NA	Standard	CDMA	SS	Coax	230"	2	180					
Alpha		SR-6000-82P-S	1	151	100	0	NA	Standard	LTE	EV-DV	Coax	230"	2	180					
Alpha		SR-6000-82P-S	1	250	200	3	NA	Standard	CDMA	SS	Coax	230"	2	180					
Beta		SR-6000-82P-S	1	218	200	0	NA	Standard	LTE	EV-DV	Coax	230"	2	180					
Beta		SR-6000-82P-S	1	250	200	3	NA	Standard	CDMA	SS	Coax	230"	2	180					
Gamma		SR-6000-82P-S	1	218	200	0	NA	Standard	LTE	EV-DV	Coax	230"	2	180					
Gamma		SR-6000-82P-S	1	250	200	3	NA	Standard	CDMA	SS	Coax	230"	2	180					
Total			6									12							

FOR U.S. CELLULAR USE DATED 01/03/2018 PROVIDED BY OTHERS

A EXISTING ANTENNA ASSIGNMENT
 SCALE: 11" x 17" = 1/4" = 1'-0"
 22" x 34" = 1/2" = 1'-0"
 SEE A-5 FOR COLOR CODING

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MJPW*

FROM: Randall M. Krauel, Director of Public Works *RMK*

DATE: July 30, 2018

SUBJECT: Resolution Covering Street Lighting
Downtown Streetscape Phase 9

During construction of the Downtown Streetscape Phase 9, street lighting leased from MidAmerican Energy Company will be removed and replaced with decorative Streetscape lighting. The attached Resolution removes thirteen MidAmerican Energy Company-owned streetlights in the Phase 9 area. The change in billing that results from the removal of these lights is a reduction of \$383.89 per month.

The projected impact of the monthly reduction in cost of these lighting charges on the Budget is as follows:

F.Y. 18 – 19 Budget	\$175,000.00
F.Y. 18 – 19 Estimated Expenditure – 07-23-16	\$162,367.32
Resolution Reduction	(\$4,222.79)
F.Y. 18 – 19 Estimated Expenditure	\$158,144.53

RECOMMENDATION: Mayor and City Council consideration and passage of the Resolution Covering Street Lighting for the Downtown Streetscape Phase 9.

RMK:ds

attachment

City Of Carroll
112 E 5th st
Carroll, IA 51401

Resolution covering Street Lighting

The city of Carroll, Iowa (account # 65530-16013) hereby requests Mid American Energy Co. to remove the following public street Lighting:

<u>Remove</u>	<u>Wattage</u>	<u>Description</u>	<u>Month Billing</u>	<u>Location</u>
13	400 watt	LED, metal pole, served UG	\$29.53	Streetscape Phase9

Total change in billing \$383.89per month to commence after removal is complete. These lights are subject to the energy cost adjustment clause and any pending or future tariff changes, as well as the special conditions outlines in the street lighting contracts. Confirm attached map for Street lights removed.

The resolution # covering these lighting changes was read and passed on , 2018 and is recorded in the minutes of the above mentioned meeting.

Mayor's signature

(seal)

Clerk's signature

Please return signed copy to MidAmerican Energy Co., 206 N grant RD, Carroll, IA 51401

Current street Lights billed for

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MSPW*

DATE: August 2, 2018

SUBJECT: Carroll Public Library/Carroll City Hall Project

- Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost
- Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost

Plans, specifications, form of contract and estimate of cost for the Library/City Hall project have been filed by OPN Architects. The plans, specifications, form of contract and estimate of cost are generally described as follows:

PLANS

The plans detail construction and associated work at 112/118 E 5th St (Farner Government Building) for the Carroll Public Library and 627 N Adams St for the Carroll City Hall.

SPECIFICATIONS

The specifications further detail construction of planned improvement. Specifications was prepared by OPN Architects.

FORM OF CONTRACT

The form of contract was prepared by OPN Architects and has been reviewed by the City Attorney and City Staff.

ESTIMATE OF COST

The estimated construction cost is as follows:

Carroll Public Library	\$3,292,104
Carroll City Hall	<u>\$1,354,400</u>
Construction Total	\$4,646,504

Based on this current construction cost estimate, the project cost estimate is as follows:

	<u>Low Range</u>	<u>High Range</u>
Construction	\$4,646,504	\$4,646,504
Construction Contingency (8%)	\$371,720	\$371,720
Design and Construction Services	\$604,666	\$604,666
Furnishings	\$538,150	\$621,503
Misc Costs	\$200,729	\$401,458
Temp Leases	\$121,706	\$121,706
Moving Costs	\$66,425	\$66,425
Legal and Bonding Costs	\$89,800	\$89,800
Abatement and Mitigation (asbestos)	\$50,000	\$70,000
Land Purchase	\$75,000	\$75,000
Rebates and sales tax refunds	<u>- \$112,439</u>	<u>- \$131,939</u>
Total	\$6,652,262	\$6,936,842

The Budget includes the following funding for the Carroll Public Library/Carroll City Hall Project:

F.Y. 17 – 18 Budget (L.O.S.T.)	\$350,000
F.Y. 18 – 19 Budget (L.O.S.T.)	\$150,000
F.Y. 18 – 19 Budget (Bonding)	\$3,800,000
Carroll County	\$25,000
Carroll Public Library Foundation*	\$ 2,112,394
Enhance Iowa CAT Grant**	<u>\$499,448</u>
Total Funds	\$6,936,842

* As of July 30, 2018, both cash donations and pledges

** Current requested grant amount. Next meeting is August 8th. Subject to change if the Carroll Public Library Foundation raises additional funds before August 8th.

The project schedule is anticipated as follows:

Bid Receipt	August 29, 2018 at 4:00 PM	
Bid/Contract Award	September 10, 2018	
Est. Construction Completion	August 2, 2019	Carroll City Hall
	October 25, 2019	Carroll Public Library

RECOMMENDATION: Mayor and City Council consideration, conduction of the required public hearing and passage and approval of the Resolution Adopting the Plans, Specifications, Form of Contract and Estimate of Cost for the Carroll Public Library/Carroll City Hall Project.

attachments (4)

RESOLUTION NO. _____

**RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
CARROLL PUBLIC LIBRARY/CARROLL CITY HALL PROJECT**

WHEREAS, plans, specifications, form of contract and estimate of cost were filed for the construction of public improvements described in general as Carroll Public Library/Carroll City Hall Project; and,

WHEREAS, notice of public hearing on the plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that said plans, specifications, form of contract and estimate of cost are hereby adopted as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

Passed and approved by the Carroll City Council this 6th day of August, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Carroll Public Library: CD Cost Model
Monday, August 6, 2018

city hall
Bid estimate

library
Bid estimate

				Estimated Project Cost			
1	New Construction - Building Cost						
		Library	=	\$3,292,104			
		City Hall	=	\$1,354,400			
	Costruction Subtotal			\$4,646,504			
2	Contractor General requirements		=	included			
3	Contractor Markup		=	included			
4	Design/Bid/Construction Phase Contingency		8.00% =	\$371,720	\$108,352.00	\$263,368.32	
	Construction Cost Estimate		=	\$5,018,224	\$1,462,752	\$3,555,472	
5	Professional Fee (Bldg & Site)	10.53%		\$546,966	10.90% =	\$546,966	
6	Cost Estimation Services	=		\$33,200	=	\$33,200	
7	Programming (\$9800 Lib + \$3200 CH)	=		\$13,000	=	\$13,000	
8	Reimbursables (estimated)	=		\$11,500	=	\$11,500	
9	Furnishing/Shelving Range Library	11.5%		\$378,592	13.0% =	\$427,974	
10	Furnishing/Shelving Range City Hall	8.5%		\$115,124	10.5% =	\$142,212	
11	FFE Design/Spec Fee Range	9%		\$44,434	9% =	\$51,317	
12	Misc Costs:	4.0%		\$200,729	8.0%	\$401,458	
	Soil Borings/topo boundary survey						
	Construction Testing						
	Computers/IT						
	AV systems						
	Interior Signage						
13	Temporary Lease space			\$121,706		\$121,706	
15	Moving cost - Library (included temp move and final)			\$44,625		\$44,625	
16	Moving cost - City Hall			\$21,800		\$21,800	
17	Legal & Bonding Fees			\$89,800		\$89,800	
18	Abatement & Mitigation			\$50,000		\$70,000	
*19	Land Purchase			\$75,000	*	\$75,000	
20	Alliant Rebates			-\$1,263		-\$1,263	-\$551.00
21	MidAmerican Rebates			-\$23,176		-\$23,176	-\$8,427
22	Sales Tax Deduction			-\$88,000		-\$107,500	-\$27,200
	Total Project Cost:			\$6,652,262		\$6,936,842	-\$33,200
							-\$74,300

12 Cost model exclusions (not included):

- Desi
- 1 Library Collection Purchases
 - 2 Library Automated Handling Machine
 - 3 Library Driveup Book Drop
 - 4 Complete New Building Envelope for both buildings
 - 5 Existing City Building and Bank Parking lot to remain
 - 6 Additional Cost Escalation of 5%/year Not Accounted for if Project Start Date Extended Beyond 2018

12 Cost model inclusions:

- 1 Minimal Site Improvements
- 2 Completely new MEP Systems
- 3 City Hall telecom/Data and A/V system allowance (rough-in) = \$29,918
- 4 Library telecom/Data & A/V system allowance (rough-in)
- 5 City Hall Security System Allowance = \$5632
- 6 Library Security System Allowance = \$17858
- 7 City Hall Allowance for a new meter req. by mid-am = \$2500
- *8 Property Acquisition Costs \$75,000 \$6,861,842

CITY OF CARROLL CARROLL PUBLIC LIBRARY



PROJECT NO: 17842000

112 E. 5TH ST.
CARROLL, IA 51401

BID SET ISSUED: 08/03/18

DESIGN & CONSTRUCTION TEAM

ARCHITECT

OPN ARCHITECTS
306 COUNTRY AVENUE
DES MOINES, IA 50309

STRUCTURAL ENGINEER

SHUCK-BRITSON
400 EAST COURT AVENUE, SUITE 140
DES MOINES, IA 50309

ELECTRICAL ENGINEER

ALVINE ENGINEERING
400 EAST COURT AVENUE, SUITE 130
DES MOINES, IA 50309

MECHANICAL ENGINEER

ALVINE ENGINEERING
400 EAST COURT AVENUE, SUITE 130
DES MOINES, IA 50309

LANDSCAPE ARCHITECT

CONFLUENCE
525 57TH STREET
DES MOINES, IA 50309

OWNER'S REPRESENTATIVE

CITY MANAGER

MIKE PODG-WEAVER
112 EAST 5TH STREET
CARROLL, IA 51401

ALTERNATE BIDS:

ALT #1: (DEDUCT) - DELETE CARD READER ACCESS FROM PROJECT. WIRING AND PATHWAYS TO REMAIN TO EASE INSTALLATION OF CARD READER IN THE FUTURE - COORDINATE WITH ELECTRICAL AND TELECOMMUNICATIONS

ALT #2: (ADD) - ADD LINEAR LED ACCENT LIGHTS IN LOBBY 100 - SEE ELECTRICAL

ALT #3: (DEDUCT) - ALTERNATE TILE IN LIEU OF TRZ-1 IN LOBBY/CORRIDOR - SEE SHEET A8.20

ALT #4: (DEDUCT) - CHILDRENS FEATURE WALL CHANGE TO GYPSUM BOARD CAVITY WALL - SEE SHEET A4.15

ALT #5: (DEDUCT) - REMOVE STAFF RESTROOM 147 AND RELATED ACCESSORIES. ADD SQUARE FOOTAGE TO STORAGE 146

ALT. #6: (ADD) - ADD UNIT HEATERS TO BUILDING AUTOMATION SYSTEM - SEE ELECTRICAL AND MECHANICAL

ARCHITECT:
OPN ARCHITECTS

I hereby certify these plans and specifications were prepared by me or under my direct personal supervision and that I am a duly licensed professional architect under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Architect

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Architectural"

STRUCTURAL ENGINEER:
SHUCK BRITSON

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Structural Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Structural"

MECHANICAL ENGINEER:
ALVINE ENGINEERING

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Mechanical Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Mechanical"

ELECTRICAL ENGINEER:
ALVINE ENGINEERING

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Electrical Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Electrical"

LANDSCAPE ARCHITECT:
CONFLUENCE

I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Landscape Architect under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Landscape Architect

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Landscape"

CITY OF CARROLL

CARROLL CITY HALL

627 NORTH ADAMS STREET
CARROLL, IA 51401

BID SET ISSUED: 08/03/2018

DESIGN & CONSTRUCTION TEAM

ARCHITECT
OPN ARCHITECTS
100 COBBE AVENUE
DES MOINES, IA 50309

STRUCTURAL ENGINEER
SHUCK BRITSON
400 EAST COURT AVENUE, SUITE 140
DES MOINES, IA 50309

ELECTRICAL ENGINEER
ALVINE ENGINEERING
400 EAST COURT AVENUE, SUITE 130
DES MOINES, IA 50309

MECHANICAL ENGINEER
ALVINE ENGINEERING
400 EAST COURT AVENUE, SUITE 130
DES MOINES, IA 50309

CIVIL ENGINEER
CONFLUENCE
525 17TH STREET
DES MOINES, IA 50309

OWNER'S REPRESENTATIVE

CITY MANAGER
MIKE POGGE-WEAVER
112 EAST 6TH STREET
CARROLL, IA 51401



SHEET INDEX

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A0.10 CDD REVIEW & PLANS
DA1.01 DEMOLITION FLOOR PLAN - BASEMENT AND LEVEL 1
DA1.02 DEMOLITION REFLECTED CEILING PLAN - LEVEL 1
A1.01 FLOOR PLAN - LEVEL 1
A1.02 ROOF PLAN
A2.01 EXTERIOR ELEVATIONS
A2.02 WALL SECTIONS
A3.01 INTERIOR ELEVATIONS
A3.02 FINISH FLOOR PLAN - LEVEL 1
A3.03 INTERIOR FINISH SPECIFICATIONS
A7.01 REFLECTED CEILING PLAN - LEVEL 1
A7.02 DOOR SCHEDULE, ELEVATIONS, AND DETAILS
A7.03 DETAILS
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S001 FLOOR PLANS AND DETAILS

MECHANICAL DRAWINGS

M000 MECHANICAL SYMBOLS AND ABBREVIATIONS
M001 BASEMENT LEVEL 1 - HVAC - MECHANICAL & PLUMBING DEMO
M100 BASEMENT AND LEVEL 1 - HVAC
M101 ROOF LEVEL - HVAC
M200 BASEMENT AND LEVEL 1 - PIPING
M300 MECHANICAL DETAILS
M400 MECHANICAL SCHEDULES

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E0100 BASEMENT AND LEVEL 1 - ELECTRICAL DEMO
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E400 ELECTRICAL SCHEDULES
E601 ELECTRICAL SCHEDULES

TELECOMMUNICATIONS DRAWINGS

T000 TELECOMMUNICATIONS SYMBOLS AND ABBREVIATIONS
T100 BASEMENT AND LEVEL 1 - TELECOM
T400 TELECOM DETAILS

ALTERNATE BIDS:

ALT #1: (DEDUCT) - DELETE CARD ACCESS CONTROL SYSTEM FROM PROJECT. WIRING AND PATHWAYS TO REMAIN TO EASE INSTALLATION OF CARD READER SYSTEM IN THE FUTURE. COORDINATE WITH ELECTRICAL AND TELECOMMUNICATIONS.

ARCHITECT: OPN ARCHITECTS

I hereby certify these plans and specifications were prepared by me or under my direct personal supervision and that I am a duly licensed professional architect under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Architect

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Architectural"

STRUCTURAL ENGINEER: SHUCK BRITSON

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Structural Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Structural"

MECHANICAL ENGINEER: ALVINE ENGINEERING

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Mechanical Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Mechanical"

ELECTRICAL ENGINEER: ALVINE ENGINEERING

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Electrical Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Electrical"

CIVIL ENGINEER: CONFLUENCE

I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Discipline: Civil Engineer

Iowa Registration No: _____ Expiration Date: _____

Sheets covered by this seal: Listed As "Civil"

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, *City Manager* *MPEW*
FROM: Jack Wardell, *Director of Parks and Recreation* *JW*
DATE: July 18, 2018
SUBJECT: Memo to City Council – Cemetery Chapel Condition Study

Attached is a proposal for the Cemetery Chapel and restroom. For the Chapel, Shive-Hattery, Inc will complete an assessment of accessibility issues and provide drawings for accessibility improvements. Those drawings can be used to obtain competitive quotes from contractors or to help guide the work of the volunteers. For the restrooms, we will complete an assessment of the condition of the restroom structure and accessibility issues and provide a report of our findings.

This is not a current budgeted item but with the current improvements that have been made to the Chapel and it's desire to have this as an open museum it would be staff recommendation to bring the Chapel up to ADA Code Requirements.

SCOPE OF SERVICES

Shive-Hattery, Inc. will provide the following services for the project:
Architecture

These services will consist of the following tasks:

1. Pre-Design

- A. Visit site to review existing conditions of the Chapel and Restrooms Buildings*
- B. Review Owner-supplied survey.*
- C. Prepare report of the condition of the restroom building and modifications required to make the restroom building accessible. Report will include probable costs for modifications.*

2. Design

- A. Develop designs to provide access to the Chapel Building.*
 - 1) This includes an accessible parking space, accessible route to the building from the parking space and accessible compliant entrance.*
- B. Submit deliverables to Owner for review.*

- C. Prepare an opinion of probable cost for modification to the Chapel Building.
- D. Participate in a conference call with Owner to review findings and discuss proposed modifications.

3. Construction Documents

- A. Produce detailed drawings on the modifications required for the City to obtain competitive quotes for the work. This will not be a full bid package and will not include a project manual or "front ends". All technical specifications will be noted on the drawings.

SCHEDULE

We have begun our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product.

We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION:

Description	Fee Type	Fee	Estimated Expenses	Total
Compensation for Services	Fixed	\$7,200	\$500	\$7,700

In the current FY'19 budget, there is \$15,000 for Cemetery Software Project, I would recommend using that line item for this project and carry over the unspent money for next year and add the necessary funds to complete the cemetery software project in FY '20.

RECOMMENDATION: For the Mayor and City Council consideration and approval of the Professional Services Agreement with Shive-Hattery, Inc. Cemetery Chapel Condition and Restroom Study for the total fee of \$7,700.00.

RESOLUTION _____

RESOLUTION ACCEPTING AND APPROVING THE PROPOSAL WITH SHIVE-HATTERY FOR CEMETERY CHAPEL AND RESTROOM STUDY – 2018

WHEREAS, the Cemetery Chapel and Restroom Study – 2018 has been prepared with Shive-Hattery, and

BE IT RESOLVED that the Contract for Professional Services with Shive-Hattery for the Cemetery Chapel and Restroom Study – 2018 is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 6th day of August 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

PROFESSIONAL SERVICES AGREEMENT

ATTN: Jack Wardell
CLIENT: City of Carroll, IA
112 E 5th Street
Carroll, IA 51401-2799

PROJECT: City of Carroll - Cemetery Chapel Condition Study

PROJECT LOCATION: Carroll, IA

DATE OF AGREEMENT: May 31, 2018

PROJECT DESCRIPTION

Accessibility improvements of the Chapel Building and Condition Assessment and Accessibility Study of the Restrooms Building.

SCOPE OF SERVICES

We will provide the following services for the project:

Architecture

These services will consist of the following tasks:

1. Pre-Design
 - A. Visit site to review existing conditions of the Chapel and Restrooms Buildings
 - B. Review Owner-supplied survey.
 - C. Prepare report of the condition of the restroom building and modifications required to make the restroom building accessible. Report will include probable costs for modifications.
2. Design
 - A. Develop designs to provide access to the Chapel Building.
 - 1) This includes an accessible parking space, accessible route to the building from the parking space and accessible compliant entrance.
 - B. Submit deliverables to Owner for review.
 - C. Prepare an opinion of probable cost for modification to the Chapel Building.
 - D. Participate in a conference call with Owner to review findings and discuss proposed modifications.
3. Construction Documents
 - A. Produce detailed drawings on the modifications required for the City to obtain competitive quotes for the work. This will not be a full bid package and will not include a project manual or "front ends". All technical specifications will be noted on the drawings.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.



3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We have begun our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Compensation for Services	Fixed Fee	\$7,200	\$500	\$7,700
TOTAL		\$7,200	\$500	\$7,700

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Site visits beyond the one listed in the scope of services
2. Bidding and Construction Administration services
3. Topographic or boundary surveys

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
 "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from

any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has

not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national

origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Phil Parrott, Architect-Project Manager
pparrott@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Carroll, IA

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPOW*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: August 2, 2018
SUBJECT: Memo to City Council – Amendment No. 1 to Professional Services
Northwest Park – Pickleball Court Complex – 2018

Proposed Funding Source: F.Y. 19 – G.O. Bonds – Council Vote

- ❖ Letter of Agreement - Amended
- ❖ Resolution

As reviewed at the July 23, 2018 City Council meeting, the City of Carroll did not receive any bids for the Pickleball Complex Project. The contractors who attended the Pre-Bid meeting indicated they were unable to receive an asphalt bid.

FEH Design has provided a revised or amended Scope of Architectural Services Agreement that will change the design of the courts from asphalt to Post-Tension Concrete surface. If the agreement is approved the desire is to go out for bid and have the concrete surface completed this fall with the painting of the courts and completion of the project in the spring 2019.

SCOPE OF ARCHITECTURAL SERVICES:

- A. The Scope of Architectural Services will be limited to the following:
1. Schematic Design Phase: **(Already completed under original fee agreement - no additional fees required)**
 - a. Existing Conditions:
 1. FEH DESIGN will perform one site visit to gather information of the existing site conditions.
 - Site information the city may have shall be provided to FEH such as site surveys indicating property lines, topography, and utilities if available.
 - Soil Boring information if available.
 2. FEH DESIGN will develop existing Site Plans.
 - b. FEH DESIGN will develop concepts for Owner review.
 - c. After Owner review of concepts, a final schematic Site Plan will be developed.

2. Design Development Phase: **(Already completed under original fee agreement - no additional fees required)**
 - a. Schematic Design is further developed.
 - b. FEH DESIGN will perform Code Search to determine compliance with current adopted city and state codes as well as ADA accessibility codes.

3. Construction Document Phase: **(Post Tension Concrete Slab - Additional Fee Required)**
 - a. Bidding/ Construction drawings are developed.
 - b. Detailing of specific design elements are generated. **(Structural Design and Detailing)**
 - c. Specifications of all construction materials and systems are generated and compiled to include bidding instructions, general conditions of the contract for construction, project close-out instructions, etc. **(Structural Specifications)**
 - d. Estimated cost of Construction will be developed.

4. Bidding and Negotiations Phase: **(Re-bid - Additional fees required)**
 - a. Conduct a Pre-bid meeting.
 - b. Issue addenda.
 - c. Assist the Owner in opening the bids.
 - d. Make recommendation to the Owner in regards to which bidder to contract with for the construction of this project. **(New Estimated cost of construction)**
 - e. Meeting with the Owner to finalize the Construction Documents and get approval to go out to bid.

5. Construction Administration Phase: **(Not done yet but added fees for Structural Engineering work to include: Shop Drawing Review, preparation of RFPs, review and respond to RFIs, and review and process O&M Manuals and Close-out Documentation)**
 - a. Review Shop Submittals.
 - b. Review Contractor Pay Applications.
 - c. Prepare RFPs. Review and respond to RFI's.
 - d. Review Architectural O&M Manuals and As Built Drawings.
 - e. Review and process Close-out Documentation.
 - f. Onsite observation will consist of a pre-con meeting, 4 site visits during construction, pre-final and final punch lists.

BASIS OF ARCHITECTURAL COMPENSATION:

FEH DESIGN purposes to perform the **amended** services stated above for a lump sum fee. Additional services can be provided, if authorized by the Owner, at an hourly rate. The hourly rate schedule attached to this document will be used to determine any additional fees.

Original Total Architectural Lump Sum Fee: \$18,525.00

Additional Architectural and Structural Engineering Fees per phase:

Additional Construction Documentation Phase Services	\$5,900.00
Additional Bidding and Negotiations Phase Services	\$2,520.00
Additional Construction Administration Phase Services	<u>\$ 880.00</u>
Total Additional Architectural and Structural Engineering Lump Sum Fee:	\$9,300.00

Reimbursable expenses will be invoiced at cost plus 10%. Reimbursable expenses include: Printing, postage, building official plan review fees, etc.

RECOMMENDATION: For the Mayor and City Council consideration and approval of the Amended Letter of Agreement with FEH Design for the Northwest Park Pickleball Court Complex for the Additional Total Architectural Lump Sum Fee of \$9,300.00.

RESOLUTION _____

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE SCOPE OF ARCHITECTURAL SERVICES WITH FEH DESIGN FOR NORTHWEST PARK PICKLEBALL COURT COMPLEX PROJECT – 2018

WHEREAS, the Amendment No. 1 to the Northwest Park Pickleball Court Complex Proposal has been prepared with FEH Design, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Amendment No. 1 to the Professional Services Proposal with FEH Associates, Inc. for the Northwest Park Pickleball Court Complex Proposal – 2018 is accepted.

BE IT RESOLVED that the Amendment No. 1 Contract for Professional Services with FEH Associates, Inc. for the Northwest Park Pickleball Court Complex Proposal – 2018 is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 6th day of August, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

August 1, 2018

Mr. Jack Wardell
 Director of Parks & Recreation
 City of Carroll
 112 E. 5th Street
 Carroll, Iowa 51401

Re: City Tennis Court Renovation (**Amendment**) – Northwest Park
 Carroll, Iowa

I am pleased to submit this **amended** proposal for Design, Bidding and Negotiations, and Construction Administration Services for the renovation to the existing Tennis Courts located at Northwest Park. The proposed fees will be based on the design of a Post Tension Concrete slab over-layment of the existing Tennis Court slab and providing six new Pickleball Courts. An ADA accessibility sidewalk from the existing parking lot to the courts will be included as well.

SCOPE OF ARCHITECTURAL SERVICES:

- A. The Scope of Architectural Services will be limited to the following:
 - 1. Schematic Design Phase: (**Already completed under original fee agreement – no additional fees required**)
 - a. Existing Conditions:
 - 1. FEH DESIGN will perform one site visit to gather information of the existing site conditions.
 - o Site information the city may have shall be provided to FEH such as site surveys indicating property lines, topography, and utilities if available.
 - o Soil Boring information if available.
 - 2. FEH DESIGN will develop existing Site Plans.
 - b. FEH DESIGN will develop concepts for Owner review.
 - c. After Owner review of concepts, a final schematic Site Plan will be developed.
 - 2. Design Development Phase: (**Already completed under original fee agreement – no additional fees required**)
 - a. Schematic Design is further developed.
 - b. FEH DESIGN will perform Code Search to determine compliance with current adopted city and state codes as well as ADA accessibility codes.



Page 2.

3. Construction Document Phase: **(Post Tension Concrete Slab – Additional fees required)**
 - a. Bidding/ Construction drawings are developed.
 - b. Detailing of specific design elements are generated. **(Structural Design and Detailing)**
 - c. Specifications of all construction materials and systems are generated and compiled to include bidding instructions, general conditions of the contract for construction, project close-out instructions, etc. **(Structural Specifications)**
 - d. Estimated cost of Construction will be developed. **(New Estimated cost of Construction)**
 - e. Meeting with the Owner to finalize the Construction Documents and get approval to go out for bid.
4. Bidding and Negotiations Phase: **(Re-bid – Additional fees required)**
 - a. Conduct a Pre-bid meeting.
 - b. Issue addenda.
 - c. Assist the Owner in opening the bids.
 - d. Make recommendation to the Owner in regards to which bidder to contract with for the construction of this project.
5. Construction Administration Phase: **(Not done yet but added fees for Structural Engineering work to include: Shop Drawing Review, preparation of RFPs, review and respond to RFIs, and review and process O&M Manuals and Close-out Documentation)**
 - a. Review Shop Submittals.
 - b. Review Contractor Pay Applications.
 - c. Prepare RFPs. Review and respond to RFI's.
 - d. Review Architectural O&M Manuals and As Built Drawings.
 - e. Review and process Close-out Documentation.
 - f. Onsite observation will consist of a pre-con meeting, 4 site visits during construction, pre-final and final punch lists.

BASIS OF ARCHITECTURAL AND STRUCTURAL ENGINEERING COMPENSATION:

FEH DESIGN purposes to perform the **amended** services stated above for a lump sum fee. Additional services can be provided, if authorized by the Owner, at an hourly rate. The hourly rate schedule attached to this document will be used to determine any additional fees.

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Original Total Architectural Lump Sum Fee: \$18,525.00

Additional Architectural and Structural Engineering Fees per phase:

Additional Construction Documentation Phase Services	\$5,900.00
Additional Bidding and Negotiations Phase Services	\$2,520.00
Additional Construction Administration Phase Services	\$ 880.00
Total Additional Architectural and Structural Engineering Lump Sum Fee:	\$9,300.00

Reimbursable expenses will be invoiced at cost plus 10%. Reimbursable expenses include: Printing, postage, building official plan review fees, etc.

Claims for Consequential Damages

The Owner hereby expressly reserves the right to claim consequential damages against the Architect for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement, provided that the total amount paid under any such claim by the Architect shall be limited to the amount of the Architect's fixed fee.

Insurance Provisions

The Architect agrees to maintain professional liability insurance in the amount of \$1,000,000 aggregate with a deductible not to exceed \$100,000 throughout the duration of this Agreement.

Architect shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a Company and in form satisfactory to Owner in the Maximum statutory liability amount to cover all employees engaged in work on the Project.

Architect shall purchase and maintain throughout the duration of this Agreement, Public Liability insurance with a company and in form satisfactory to Owner in the amount of \$1,000,000 for each occurrence, naming Owner as additional insured if acceptable to the insurance company. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

Each of the insurance policies described above shall provide that insurance may not be cancelled or non-renewed without thirty days (30) prior written notice to Owner.

Page 4.

Architect shall provide Owner with evidence of the above insurance prior to execution of this Agreement if requested. At Owner's request, Architect shall provide Owner with full copies of the insurance policies.

Indemnification Provisions

Architect agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Owner, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Owner Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by the negligent performance of professional services under this Agreement by Architect or the sub-consultants of Architect, or anyone for whom either is responsible.

Owner agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Architect, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Architect Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by Owner's negligent acts or anyone for whom Owner is responsible.

Authorization:

Thank you for giving us the opportunity to submit this proposal for the Design through Construction Administration fees for the Renovation of the existing Tennis Courts located at Northwest Park. Should you find our proposal acceptable, please sign this copy and return it to my attention.

If you have any questions, please call me.

Sincerely,

FEH DESIGN:

City of Carroll, Iowa



Ron Speckmann, AIA
Principal/ Project Architect

Eric Jensen
Mayor

FEHDESIGN.COM



City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Jack Wardell, Director of Parks & Recreation *JW*
DATE: July 31, 2018
SUBJECT: Memo to City Council – Waive Purchasing Policy #0501
Expresso Bikes – 2018

Currently, the fitness room has two Espresso bikes that are extremely popular. There is a demand for two more bikes in the room. The recommendation would be to add two more bikes on the main floor and move the current ones upstairs in an unoccupied area.

Purchases between \$10,000.00 and \$50,000.00

For all purchase over \$10,000.00 Council approval is required. At least three documented price quotes shall be solicited. Quotes may be solicited in person, by telephone, from websites, or in writing. The process for obtaining Council approval is as follows:

- 1) All purchases or service contracts shall require a separate agenda item.
- 2) All purchases or services contracts shall be accompanied by a written recommendation from the City Manager for award.

Attached to this memorandum is the quote from Nova Fitness Equipment. Delivery is 4 to 6 weeks after authorization to purchase. This is a continuation for the City Council recommendation to give members value to their memberships.

RECOMMENDATION: City Council approval of waiving purchasing Policy #0501 to purchase two Espresso bikes for the purchase price of \$11,840.00 without soliciting bids.

Nova Fitness Equipment
 4511 South 119th Circle
 Omaha, NE 68137

ESTIMATE

DATE	EST. NUMBER
7/23/2018	131890

BILL TO
Recreation Center Attn: Accounts Payable 716 North Grant Road Carroll, IA 51401

SHIP TO
Carroll Rec Center 716 North Grant Road Carroll, IA 51401 Attn: Jack Wardell 712.792.5400

REP	EXP. DATE
KLK	08/23/2018

ITEM	DESCRIPTION	QTY	COST	TOTAL
GO-U	IFH EXPRESSO GO UPRIGHT CYCLE MSRP \$8329	2	5,247.20	10,494.40
EL-3 HD	IFH HD 3 YEAR E-LIVE SERVICES	2	399.00	798.00
	(3 YEAR PARTS & LABOR, SOFTWARE UPDATES)			
FREIGHT	DELIVERY/FREIGHT CHARGE	1	548.00	548.00
	Thank you for this opportunity, Kristy Kusleika, Owner 402.343.0552 or 402.676.1548 kristyk@novahelth.net			

THANK YOU FOR YOUR BUSINESS! AN INTEREST RATE OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE INVOICES.	SUBTOTAL	\$11,840.40
Signature (Print Name Below): _____	SALES TAX (0.0%)	\$0.00
	TOTAL	\$11,840.40

P.O. #	_____
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50% deposit required upon approval, Net 10 upon delivery. 3% added for credit card purchases.

Phone #	Fax #
_____	_____



City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Jack Wardell, Director of Parks & Recreation

DATE: July 31, 2018

SUBJECT: American Legion Request at City Cemetery

RT Schreck with the American Legion - Carroll will be present to discuss a potential project at the Carroll City Cemetery that will help their Memorial Day event.