

# 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 27, 2018

**TIME OF MEETING:** 5:15 P.M.

**LOCATION OF MEETING:** City Hall Council Chambers

**[www.cityofcarroll.com](http://www.cityofcarroll.com)**

## AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the August 6 and 15 Meetings
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    1. New Class "C" Liquor License with Sunday Sales - *Jalisco*
    2. New 5-day Class "B" Beer Permit including Wine Coolers – *Carroll Brewing Co.*  
(*Rivalry Ride, September 8, 2018*)
  - D. Firefighter Resignations and Appointments
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – National Read a Book Day
- VI. Ordinances
  - A. Rolling Hills South Condominiums Urban Renewal Plan
    1. Public Hearing on the Proposed Rolling Hills South Condominiums Urban Renewal Plan
    2. Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or combination thereof, of such area is necessary in the interest of the public health safety, or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Rolling Hills South Condominiums Urban Renewal Plan
    3. Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Urban Renewal Plan

- B. Rolling Hills South Condominiums Urban Renewal Plan – Development Agreement with 704 Development Corp
  - 1. Public Hearing on the proposal to enter into a Development Agreement with 704 Development Corp
  - 2. Resolution approving and authorizing the execution of a Development Agreement by and between the City of Carroll and 704 Development Corp
- C. Carroll Park Apartments Urban Renewal Plan
  - 1. Public Hearing on the proposed Carroll Park Apartments Urban Renewal Plan
  - 2. Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and Carroll Park Apartments Urban Renewal Plan
  - 3. Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan
- D. Carroll Park Apartments Urban Renewal Plan – development Agreement with Kenyon Hill Ridge, LLC
  - 1. Public Hearing on the proposal to enter into a Development Agreement with Kenyon Hill Ridge, LLC
  - 2. Resolution approving and authorizing the execution of a Development Agreement by and between the City of Carroll and Kenyon Hill Ridge, LLC

VII. Resolutions

- A. Rolling Hills South Condominiums
  - 1. Sewage Treatment Agreement
  - 2. Water Supply Service Agreement
- B. Policy No. 107.1 Title VI Non-Discrimination
- C. Northwest Park Pickleball Court Complex
  - 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

VIII. Reports

- A. Discussion: Lincoln Highway Suites (Former Morrison apartments) Tax Abatement Request
- B. Carroll Recreation Center – Westside Entrance ADA Upgrades – Change Order #1
- C. Proposed Recreation Center Rates

IX. Committee Reports

- X. Monthly Activity Reports

- XI. Comments from the Mayor
- XII. Comments from the City Council
- XIII. Comments from the City Manager
- XIV. Adjourn

September/October Meetings:

- 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
- Board of Adjustment – October 1, 2018
- City Council – October 8, 2018
- Airport Commission – October 8, 2018
- Planning and Zoning Commission – October 10, 2018
- Library Board of Trustees – October 15, 2018
- City Council – October 22, 2018

**[www.cityofcarroll.com](http://www.cityofcarroll.com)**



*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

AUGUST 6, 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 City Hall space located at 510 N. Carroll Street. The Carroll City Council reconvened in regular session at 5:36 p.m. at the Council Chambers of the Farner Government Building. Members present: Misty Boes, LaVern Dirx, Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

\* \* \* \* \*

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

\* \* \* \* \*

Council reconvened the meeting at the Council Chambers of the Farner Government Building at 5:36 p.m.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Haley, seconded by Dirx, to approve the following items on the consent agenda: a) minutes of the July 23 Council meeting, as written, b) bills and claims in the amount of \$685,318.55, and c) Renewal Class "C" Liquor License with Sunday Sales – *American Legion Post #7*. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

At 5:38 p.m. August 6, 2018, Mayor Jensen opened a public hearing for the rezoning request of the property legally described as:

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, CONTAINING 2.63 ACRES MORE OR LESS.

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

from A-1, Agricultural District to P.U.D., Planned Unit Development with an underlay zoning of R-3, Low-Density Residential District. Mayor Jensen allowed time for citizens to speak or present evidence in favor of the application. No evidence was presented in favor of the application. Mayor Jensen allowed time for citizens to speak or present evidence in opposition of the application. No evidence was presented in opposition of the application. City Manager Mike Pogge-Weaver presented the Planning and Zoning Commission's recommendation and further presented evidence that the proposed rezoning would be consistent with the City of Carroll's Comprehensive Plan. The public notice of the public hearing for the City Council and Planning and Zoning Commission was properly made in a timely fashion and proof of publications are on file in the City Clerk's office. Mayor Jensen then requested further evidence from others. No further evidence was presented. The Council was then given the opportunity to ask questions of any of the witnesses or evidence. Mayor Jensen then closed the public hearing at 5:55 p.m.

It was moved by Siemann, seconded by Haley, that upon consideration of all the evidence contained in the record of the public hearing dated August 6, 2018, including the fact that there was no opposition to the application; that all proper procedures and notices were followed; and rezoning is consistent with the City's Comprehensive Plan, the application to rezone the area legally described as:

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, CONTAINING 2.63 ACRES MORE OR LESS.

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

from A-1, Agricultural District to P.U.D., Planned Unit Development with an underlay zoning of R-3, Low-Density Residential District be approved; that the City Clerk prepare detailed minutes of the public hearing and retain and preserve any and all written evidence and exhibits presented; that an ordinance amending the zoning map be presented to the Council for passage and waive all three readings of said ordinance. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Haley, seconded by Fleshner, to adopt said Ordinance No. 1802. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to approve Resolution No. 1873, Preliminary Plat for Rolling Hills South Condominiums with a storm sewer design exception. Jean Ludwig, Planning and Zoning Commission Member, and Matt Greteman, 704 Development Corporation President, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Kots, seconded by Haley, to approve Resolution No. 1874, Fixing Date (August 27, 2018) for a Public Hearing on the Proposal to Enter into a Development Agreement

with 704 Development Corp. and Providing for Publication of Notice Thereof. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

At 6:01 p.m. August 6, 2018, Mayor Jensen opened a public hearing for the rezoning request of the property legally described as:

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

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. Mayor Jensen allowed time for citizens to speak or present evidence in favor of the application. No evidence was presented in favor of the application. Mayor Jensen allowed time for citizens to speak or present evidence in opposition of the application. No evidence was presented in opposition of the application. City Manager Mike Pogge-Weaver presented the Planning and Zoning Commission's recommendation and further presented evidence that the proposed rezoning would be consistent with the City of Carroll's Comprehensive Plan. The public notice of the public hearing for the City Council and Planning and Zoning Commission was properly made in a timely fashion and proof of publications are on file in the City Clerk's office. Mayor Jensen then requested further evidence from others. No further evidence was presented. The Council was then given the opportunity to ask questions of any of the witnesses or evidence. Mayor Jensen then closed the public hearing at 6:08 p.m.

It was moved by Kots, seconded by Haley, that upon consideration of all the evidence contained in the record of the public hearing dated August 6, 2018, including the fact that there was no opposition to the application; that all proper procedures and notices were followed; and rezoning is consistent with the City's Comprehensive Plan, the application to rezone the area legally described as:

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

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 be approved; that the City Clerk prepare detailed minutes of the public hearing and retain and preserve any and all written evidence and exhibits presented; that an ordinance amending the zoning map be presented to the Council for passage and waive all three readings of said ordinance. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Kots, seconded by Haley, to adopt said Ordinance No. 1803. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve Resolution No. 1875, Preliminary Plat for Carroll Park Apartments Subdivision. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1876, Fixing Date (August 27, 2018) 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. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Kots, seconded by Haley, to approve Resolution No. 1877, Amendment Number Two to the Water Tower Attachment Option and Lease Agreement with Iowa RSA No. 9 Limited Partnership. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Dirx, to approve Resolution No. 1878, Covering Street Lighting by removing thirteen MidAmerican Energy Company-owned streetlights in the Downtown Streetscape Phase 9 area. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*



At 6:15 p.m. Mayor Jensen opened a public hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the Carroll Public Library/Carroll City Hall Project. Dick Collison, Jean Ludwig and CJ Niles, Carroll, Iowa residents, addressed Council during the public hearing. Mayor Jensen closed said hearing at 6:29 p.m.

It was moved by Haley, seconded by Kots, to approve Resolution No. 1879, Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Carroll Public Library/Carroll City Hall Project. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Siemann, to approve Resolution No. 1880, Accepting the Professional Services Agreement with Shive-Hattery for the Cemetery Chapel and Restroom Study – 2018 for a total fee of \$7,700.00. Barbara Hackfort, Historical Preservation Commission Chairperson, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Dirkx, seconded by Fleshner, to approve Resolution No. 1881, Amendment No. 1 to the Scope of Architectural Services with FEH Design for Northwest Park Pickleball Court Complex Project – 2018 in the amount of \$9,300 plus reimbursable expenses. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Fleshner, to waive Purchasing Policy #0501 and approve the purchase of two Espresso bikes at the cost of \$11,840.40. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Kots, seconded by Haley, to donate \$4,000 to the Carroll American Legion for Cemetery Memorial Improvements. RT Schreck, Carroll American Legion representative, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to adjourn at 7:15 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

COUNCIL MEETING

AUGUST 15, 2018

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

The Carroll City Council met in special session on this date at 5:16 p.m. at the Council Chambers of the Farner Government Building. Members present: Misty Boes, LaVern Dirks, Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Kots, seconded by Haley, to go into closed session at 5:17 p.m. per Iowa Code 21.5(1)(c) – strategy with counsel regarding present litigation. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Kots, to go back into open session at 6:44 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve Resolution No. 1882, Accepting the Engagement Letter with Ahlers & Cooney, P.C. for legal defense services relating to a petition filed in connection with the Library/City Hall Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to adjourn at 6:45 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
PARTIALLY ITEMS DATES:	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	CHEMICAL FEED PUMPS	371.95	0.00	000000	0/00/00	371.95
01-001704	ACCO	CHEMICAL SUPPLIES	248.15	0.00	000000	0/00/00	248.15
		** TOTALS **	620.10	0.00			620.10
01-001621	ACE HARDWARE	KEY	1.89	1.89-	112166	8/23/18	0.00
		** TOTALS **	1.89	1.89-			0.00
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	89.95	0.00	000000	0/00/00	89.95
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE SCHLATER	59.95	0.00	000000	0/00/00	59.95
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE - MENTZER	84.95	0.00	000000	0/00/00	84.95
		** TOTALS **	234.85	0.00			234.85
01-000933	AGRI ASSOCIATES	DOW CHEMICALS CREDIT	150.00-	150.00	112142	8/16/18	0.00
01-000933	AGRI ASSOCIATES	FARM CHEMICALS	1,263.16	1,263.16-	112142	8/16/18	0.00
01-000933	AGRI ASSOCIATES	FARM CHEMICALS	339.57	339.57-	112142	8/16/18	0.00
		** TOTALS **	1,452.73	1,452.73-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	3,275.22	3,275.22-	112153	8/16/18	0.00
		** TOTALS **	3,275.22	3,275.22-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	422.05	422.05-	112167	8/23/18	0.00
		** TOTALS **	422.05	422.05-			0.00
01-002281	AMERICAN SECURITY CABINET	BOOK RETURN RENTAL	635.95	635.95-	112168	8/23/18	0.00
		** TOTALS **	635.95	635.95-			0.00
01-001558	ARBOR DAY FOUNDATION	2/19-2/20 MEMBERSHIP DUES	20.00	0.00	000000	0/00/00	20.00
		** TOTALS **	20.00	0.00			20.00
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES RETURNED	9.69-	0.00	000000	0/00/00	9.69-
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	10.91	0.00	000000	0/00/00	10.91
01-002370	ARNOLD MOTOR SUPPLY	BRAKE CONTROLLER #20	27.99	0.00	000000	0/00/00	27.99
01-002370	ARNOLD MOTOR SUPPLY	#20 REPAIRS	3.05	0.00	000000	0/00/00	3.05
01-002370	ARNOLD MOTOR SUPPLY	#20 & #50 REPAIR PARTS	8.14	0.00	000000	0/00/00	8.14
		** TOTALS **	40.40	0.00			40.40
01-001557	ATCO INTERNATIONAL	TOILET TISSUE DISPENSERS	139.17	0.00	000000	0/00/00	139.17
		** TOTALS **	139.17	0.00			139.17
01-002805	BADDING CONSTRUCTION CO.	SEPT. LIBRARY LEASE	4,725.00	0.00	000000	0/00/00	4,725.00
		** TOTALS **	4,725.00	0.00			4,725.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	633.19	633.19-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	312.60	312.60-	112171	8/23/18	0.00

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
PARTIALLY ITEMS DATES:	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002818	BAKER AND TAYLOR INC.	BOOKS	41.82	41.82-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	440.10	440.10-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	502.57	502.57-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.50	13.50-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	5.50	5.50-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1.25	1.25-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	9.25	9.25-	112171	8/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	8.75	8.75-	112171	8/23/18	0.00
		** TOTALS **	1,968.53	1,968.53-			0.00
01-001829	BARKER LEMAR ENGINEERING	ADAMS ST. SITE ASSESSMENT	1,240.50	0.00	000000	0/00/00	1,240.50
		** TOTALS **	1,240.50	0.00			1,240.50
01-000609	BIERSCHBACH EQUIP & SUPPL	DIAMOND BLADE	810.00	0.00	000000	0/00/00	810.00
		** TOTALS **	810.00	0.00			810.00
01-000528	BLUEGLOBES LLC	RUNWAY LIGHTS AND REPAIRS	808.49	808.49-	112139	8/16/18	0.00
		** TOTALS **	808.49	808.49-			0.00
01-003515	BOMGAARS	SUPPLIES RETURNED	17.96-	0.00	000000	0/00/00	17.96-
01-003515	BOMGAARS	SUPPLIES	122.78	0.00	000000	0/00/00	122.78
01-003515	BOMGAARS	REPAIR PARTS	11.45	0.00	000000	0/00/00	11.45
01-003515	BOMGAARS	SUPPLIES	143.96	0.00	000000	0/00/00	143.96
01-003515	BOMGAARS	SUPPLIES	29.47	0.00	000000	0/00/00	29.47
01-003515	BOMGAARS	WEED TRIMMER	211.94	0.00	000000	0/00/00	211.94
01-003515	BOMGAARS	SUPPLIES	29.99	0.00	000000	0/00/00	29.99
01-003515	BOMGAARS	9 VOLT AND C CELL BATTERIES	30.00	0.00	000000	0/00/00	30.00
01-003515	BOMGAARS	TOOLS AND RUBBER BOOTS	71.83	0.00	000000	0/00/00	71.83
01-003515	BOMGAARS	WIPER BLADES	35.98	0.00	000000	0/00/00	35.98
		** TOTALS **	669.44	0.00			669.44
01-001134	BRAD BURKE	CHICAGO - EMP CLASS	467.61	467.61-	112164	8/23/18	0.00
		** TOTALS **	467.61	467.61-			0.00
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,178.85	2,178.85-	112147	8/16/18	0.00
		** TOTALS **	2,178.85	2,178.85-			0.00
01-003690	BROWN SUPPLY CO INC	OPERATING SUPPLIES	143.31	0.00	000000	0/00/00	143.31
		** TOTALS **	143.31	0.00			143.31
01-003140	CANINE TACTICAL	DOG TRAINING	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	53.00	0.00	000000	0/00/00	53.00

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UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004138	CAPITAL SANITARY SUPPLY	GROUND'S CHEMICALS	49.43	49.43-	112149	8/16/18	0.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	79.93	0.00	000000	0/00/00	79.93
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	80.92	0.00	000000	0/00/00	80.92
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	110.00	0.00	000000	0/00/00	110.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	285.24	0.00	000000	0/00/00	285.24
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	34.00	0.00	000000	0/00/00	34.00
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	110.00	0.00	000000	0/00/00	110.00
		** TOTALS **	802.52	49.43-			753.09
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	112155	8/16/18	0.00
01-025028	CAROL SCHOEPPNER	STAMPS	50.00	50.00-	112155	8/16/18	0.00
		** TOTALS **	400.00	400.00-			0.00
01-002983	CAROLE H STEPHENS	AUDIO CDS	20.00	20.00-	112172	8/23/18	0.00
		** TOTALS **	20.00	20.00-			0.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,600.00	6,600.00-	112148	8/16/18	0.00
		** TOTALS **	6,600.00	6,600.00-			0.00
01-004133	CARROLL BROADCASTING CO.	FIREWORKS ADS	540.00	0.00	000000	0/00/00	540.00
		** TOTALS **	540.00	0.00			540.00
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW TESTING & PARTS	669.90	0.00	000000	0/00/00	669.90
01-004146	CARROLL CONTROL SYSTEMS	A/C REPAIRS	140.00	0.00	000000	0/00/00	140.00
		** TOTALS **	809.90	0.00			809.90
01-004155	CARROLL COUNTY	JUNE CITY HALL CLEANING	978.40	0.00	000000	0/00/00	978.40
		** TOTALS **	978.40	0.00			978.40
01-004170	CARROLL COUNTY RECORDER	EASTVIEW FIRST SUBDIVISION	57.00	0.00	000000	0/00/00	57.00
		** TOTALS **	57.00	0.00			57.00
01-004193	CARROLL FIRE DEPARTMENT	JULY FIRE CALLS AND DRILLS	1,560.00	0.00	000000	0/00/00	1,560.00
		** TOTALS **	1,560.00	0.00			1,560.00
01-004196	CARROLL HYDRAULICS	HOSE #34	88.50	0.00	000000	0/00/00	88.50
01-004196	CARROLL HYDRAULICS	GAUGE AND ELBOW FOR CAMEL	31.51	0.00	000000	0/00/00	31.51
		** TOTALS **	120.01	0.00			120.01
01-004200	CARROLL LUMBER	SUPPLIES	18.29	0.00	000000	0/00/00	18.29
01-004200	CARROLL LUMBER	TAR	42.50	0.00	000000	0/00/00	42.50
01-004200	CARROLL LUMBER	FORM BOARDS	77.12	0.00	000000	0/00/00	77.12
01-004200	CARROLL LUMBER	CONCRETE	5.05	0.00	000000	0/00/00	5.05
01-004200	CARROLL LUMBER	GARAGE DOOR WEATHER STRIP	83.85	0.00	000000	0/00/00	83.85

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01-004200	CARROLL LUMBER	TAR	41.75	0.00	000000	0/00/00	41.75
		** TOTALS **	268.56	0.00			268.56
01-002977	CARROLL REFUSE SERVICE	JULY GARBAGE	57.00	57.00-	112144	8/16/18	0.00
01-002977	CARROLL REFUSE SERVICE	JULY TRASH COLLECTIONS	11,957.65	11,957.65-	112125	8/09/18	0.00
		** TOTALS **	12,014.65	12,014.65-			0.00
01-004237	CARROLL VETERINARY CLINIC	DOG CARE CONTRACT SEPT.	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-002998	CENTURYLINK	BACK-UP PHONE LINE	111.00	111.00-	112173	8/23/18	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	58.44	58.44-	112174	8/23/18	0.00
		** TOTALS **	169.44	169.44-			0.00
01-004137	CHAMBER OF COMMERCE	LEADERSHIP INSTITUTE CORTUM	250.00	0.00	000000	0/00/00	250.00
		** TOTALS **	250.00	0.00			250.00
01-004656	CLARKE MOSQUITO CONTROL	MOSQUITO MIST	3,809.90	0.00	000000	0/00/00	3,809.90
		** TOTALS **	3,809.90	0.00			3,809.90
01-004835	COMMERCIAL SAVINGS BANK	AUGUST WATER ACH	113.70	113.70-	000000	8/15/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,115.65	12,115.65-	000267	8/16/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	16,018.44	16,018.44-	000267	8/16/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,610.66	4,610.66-	000267	8/16/18	0.00
		** TOTALS **	32,858.45	32,858.45-			0.00
01-004836	COMMUNITY OIL CO. INC.	DIESEL EXHAUST FLUID	305.45	0.00	000000	0/00/00	305.45
		** TOTALS **	305.45	0.00			305.45
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	90.00	0.00	000000	0/00/00	90.00
01-000366	COMPUTER & NETWORK SPEC	MISC COMPUTER ISSUES	90.00	0.00	000000	0/00/00	90.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER REPAIRS	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	210.00	0.00			210.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT ISSUES TEMP LOCATION	40.00	40.00-	112163	8/23/18	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	40.00	40.00-	112163	8/23/18	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	240.00	240.00-	112163	8/23/18	0.00
		** TOTALS **	320.00	320.00-			0.00
01-007866	CONCRETE CREATORS LLC	BROOKDALE DR REPAIRS	12,441.20	0.00	000000	0/00/00	12,441.20
		** TOTALS **	12,441.20	0.00			12,441.20
01-003145	CORE AND MAIN LP	METER SUPPLIES	24.84	0.00	000000	0/00/00	24.84
01-003145	CORE AND MAIN LP	METER SUPPLIES	145.00	0.00	000000	0/00/00	145.00

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01-003145	CORE AND MAIN LP	METERS	5,695.40	0.00	000000	0/00/00	5,695.40
		** TOTALS **	5,865.24	0.00			5,865.24
01-003214	COREMARK MIDCONTINENT INC	CLEANING SUPPLIES	871.73	0.00	000000	0/00/00	871.73
		** TOTALS **	871.73	0.00			871.73
01-036008	COREY VENTEICHER	STEEL TOED BOOTS	150.00	150.00-	112190	8/23/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	180.89	180.89-	112165	8/23/18	0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	25.00	25.00-	112165	8/23/18	0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	161.66	0.00	000000	0/00/00	161.66
		** TOTALS **	367.55	205.89-			161.66
01-005395	D & K PRODUCTS	TURF CHEMICALS	1,636.90	0.00	000000	0/00/00	1,636.90
01-005395	D & K PRODUCTS	TURF SUPPLIES	4,310.00	0.00	000000	0/00/00	4,310.00
		** TOTALS **	5,946.90	0.00			5,946.90
01-005410	DAILY TIMES HERALD	LEGAL PUBLICATIONS	327.42	0.00	000000	0/00/00	327.42
01-005410	DAILY TIMES HERALD	1 YR. SUBSCRIPTION	119.00	119.00-	112178	8/23/18	0.00
01-005410	DAILY TIMES HERALD	PUBLICITY	230.00	230.00-	112178	8/23/18	0.00
		** TOTALS **	676.42	349.00-			327.42
01-005615	DEMCO EDUCATIONAL CORP.	OPERATING SUPPLIES	279.49	279.49-	112179	8/23/18	0.00
		** TOTALS **	279.49	279.49-			0.00
01-000781	DIXON CONSTRUCTION CO.	HWY 30 AND GRANT RD #4	165,186.34	0.00	000000	0/00/00	165,186.34
		** TOTALS **	165,186.34	0.00			165,186.34
01-002776	DOLLAR GENERAL - REGIONS	SUPPLIES	12.95	12.95-	112170	8/23/18	0.00
		** TOTALS **	12.95	12.95-			0.00
01-006275	DREES OIL CO. INC.	DIESEL FUEL	916.22	0.00	000000	0/00/00	916.22
		** TOTALS **	916.22	0.00			916.22
01-000258	EBSCO SUBSCRIPTION SERVIC	DATABASE RENEWALS	2,830.00	2,830.00-	112159	8/23/18	0.00
		** TOTALS **	2,830.00	2,830.00-			0.00
01-012590	ECHO ELECTRIC SUPPLY	GARHAM PARK LIGHT REPAIRS	45.07	0.00	000000	0/00/00	45.07
01-012590	ECHO ELECTRIC SUPPLY	GFI OUTLETS	49.84	0.00	000000	0/00/00	49.84
01-012590	ECHO ELECTRIC SUPPLY	CAN LIGHTS	46.22	0.00	000000	0/00/00	46.22
		** TOTALS **	141.13	0.00			141.13
01-006810	ECOWATER SYSTEMS	COOLER RENT AND WATER	136.42	136.42-	112151	8/16/18	0.00



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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	78.00	0.00	000000	0/00/00	78.00
		** TOTALS **	214.42	136.42-			78.00
01-007253	ELECTRIC MOTOR SERVICE	AERATOR FAN MOTOR	354.00	0.00	000000	0/00/00	354.00
01-007253	ELECTRIC MOTOR SERVICE	FAN SWITCH REPAIRS	48.00	0.00	000000	0/00/00	48.00
		** TOTALS **	402.00	0.00			402.00
01-002644	ETS CORPORATION	CC PROCESSING FEES	355.80	355.80-	000000	8/03/18	0.00
01-002644	ETS CORPORATION	PCI COMPLIANCE FEES	300.00	300.00-	000000	8/03/18	0.00
		** TOTALS **	655.80	655.80-			0.00
01-008027	FAREWAY STORES	SUPPLIES	121.55	0.00	000000	0/00/00	121.55
01-008027	FAREWAY STORES	CONCESSIONS	9.76	0.00	000000	0/00/00	9.76
		** TOTALS **	131.31	0.00			131.31
01-006860	FELD FIRE EQUIPMENT CO.	HYDRO TEST 4 - CYCLINDERS	240.00	0.00	000000	0/00/00	240.00
		** TOTALS **	240.00	0.00			240.00
01-000633	FILTER CARE	FILTER CLEANING	137.00	0.00	000000	0/00/00	137.00
		** TOTALS **	137.00	0.00			137.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,208.65	0.00	000000	0/00/00	1,208.65
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	667.25	0.00	000000	0/00/00	667.25
		** TOTALS **	1,875.90	0.00			1,875.90
01-009315	GALL'S INC.	UNIFORM CAPTAIN BARS	13.13	0.00	000000	0/00/00	13.13
		** TOTALS **	13.13	0.00			13.13
01-001654	GOLDEN VALLEY HARDSCAPES	PLAYGROUND MULCH	1,615.50	0.00	000000	0/00/00	1,615.50
		** TOTALS **	1,615.50	0.00			1,615.50
01-001992	GOLF SERVICES LLC	AUG. CLUBHOUSE MANAGER	3,485.72	0.00	000000	0/00/00	3,485.72
		** TOTALS **	3,485.72	0.00			3,485.72
01-010150	GRAINGER PARTS	BUILDING REPAIRS	98.76	0.00	000000	0/00/00	98.76
		** TOTALS **	98.76	0.00			98.76
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	953.75	0.00	000000	0/00/00	953.75
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	934.75	0.00	000000	0/00/00	934.75
01-010156	GRAPHIC EDGE, THE	VOLLEYBALL SHIRTS	505.00	0.00	000000	0/00/00	505.00
		** TOTALS **	2,393.50	0.00			2,393.50
01-010960	H & H SALES	CART #26 BATTERY	95.90	0.00	000000	0/00/00	95.90
		** TOTALS **	95.90	0.00			95.90

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01-010605	HACH CHEMICAL COMPANY	WATER TREATMENT SUPPLIES	1,861.64	0.00	000000	0/00/00	1,861.64
		** TOTALS **	1,861.64	0.00			1,861.64
01-010615	HALEY IMPLEMENT CO.	TRACTOR REPAIRS	3,161.79	0.00	000000	0/00/00	3,161.79
		** TOTALS **	3,161.79	0.00			3,161.79
01-010660	HAWKEYE TRUCK EQUIPMENT	OPERATING SUPPLIES	1,365.00	0.00	000000	0/00/00	1,365.00
		** TOTALS **	1,365.00	0.00			1,365.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	898.00	0.00	000000	0/00/00	898.00
		** TOTALS **	898.00	0.00			898.00
01-002662	HUPP ELECTRIC MOTORS INC.	MOTORS/PUMPS ANALYSIS	707.40	0.00	000000	0/00/00	707.40
		** TOTALS **	707.40	0.00			707.40
01-011831	HY-VEE INC.	SUPPLIES	54.81	54.81-	112180	8/23/18	0.00
		** TOTALS **	54.81	54.81-			0.00
01-012552	INDUSTRIAL BEARING SUPP.	REPAIR PARTS	5.80	0.00	000000	0/00/00	5.80
		** TOTALS **	5.80	0.00			5.80
01-012587	INTERSTATE BATTERY SYSTEM	OPERATING SUPPLIES	139.40	0.00	000000	0/00/00	139.40
01-012587	INTERSTATE BATTERY SYSTEM	SUPPLIES	104.55	0.00	000000	0/00/00	104.55
		** TOTALS **	243.95	0.00			243.95
01-012666	IOWA ONE CALL	JULY LOCATES	210.10	0.00	000000	0/00/00	210.10
		** TOTALS **	210.10	0.00			210.10
01-012678	IOWA PRISON INDUSTRIES	SIGN	211.42	0.00	000000	0/00/00	211.42
		** TOTALS **	211.42	0.00			211.42
01-012685	IOWA SMALL ENGINE CENTER	TRIMMER LINE	14.95	0.00	000000	0/00/00	14.95
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	6.50	0.00	000000	0/00/00	6.50
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	12.00	0.00	000000	0/00/00	12.00
01-012685	IOWA SMALL ENGINE CENTER	WEED EATER REPAIRS	32.77	0.00	000000	0/00/00	32.77
		** TOTALS **	66.22	0.00			66.22
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	870.00	0.00	000000	0/00/00	870.00
		** TOTALS **	870.00	0.00			870.00
01-013917	JEO CONSULTING GROUP INC.	3RD STREET HMA RESURFACING	1,972.00	0.00	000000	0/00/00	1,972.00
		** TOTALS **	1,972.00	0.00			1,972.00

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01-025020	JOHN DEERE FINANCIAL	#35 - ELECTRICAL CONNECTORS	9.60	9.60-	112154	8/16/18	0.00
01-025020	JOHN DEERE FINANCIAL	OIL AND FILTERS	110.06	110.06-	112154	8/16/18	0.00
01-025020	JOHN DEERE FINANCIAL	EQUIPMENT REPAIRS	296.25	296.25-	112154	8/16/18	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	235.13	235.13-	112154	8/16/18	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	46.54	46.54-	112154	8/16/18	0.00
		** TOTALS **	697.58	697.58-			0.00
01-003233	JON YORK	ILEA MILEAGE	617.27	617.27-	112176	8/23/18	0.00
		** TOTALS **	617.27	617.27-			0.00
01-002700	JUSTIN FERRIN	K-9 TRAINING	65.08	65.08-	112169	8/23/18	0.00
		** TOTALS **	65.08	65.08-			0.00
01-000994	KABEL BUSINESS SERVICES	- JULY HRA CHECKS	1,486.05	1,486.05-	000000	8/08/18	0.00
01-000994	KABEL BUSINESS SERVICES	- JULY HRA PARTICIPANT FEES	169.00	169.00-	000000	8/09/18	0.00
01-000994	KABEL BUSINESS SERVICES	- AUG. FLEX PARTICIPANT FEES	90.00	90.00-	000000	8/09/18	0.00
		** TOTALS **	1,745.05	1,745.05-			0.00
01-001742	KAM LINE HIGHWAY MARKINGS	TRAFFIC LINE PAINTING	8,054.30	0.00	000000	0/00/00	8,054.30
		** TOTALS **	8,054.30	0.00			8,054.30
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	30.78	0.00	000000	0/00/00	30.78
01-014520	KASPERBAUER CLEANING SER	LAUNDRER RUGS	86.49	0.00	000000	0/00/00	86.49
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	30.78	0.00	000000	0/00/00	30.78
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	1.00	0.00	000000	0/00/00	1.00
		** TOTALS **	149.05	0.00			149.05
01-001345	KELTEK INCORPORATED	EQUIPMENT SUPPORT MOUNT	38.90	0.00	000000	0/00/00	38.90
		** TOTALS **	38.90	0.00			38.90
01-000531	KEVIN HOFFMAN	STEEL TOED BOOTS	149.79	149.79-	112140	8/16/18	0.00
		** TOTALS **	149.79	149.79-			0.00
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLUORIDE	399.90	0.00	000000	0/00/00	399.90
		** TOTALS **	399.90	0.00			399.90
01-002185	LA CROSSE SEED	TURF SUPPLIES	2,050.00	0.00	000000	0/00/00	2,050.00
		** TOTALS **	2,050.00	0.00			2,050.00
01-000560	LAURA SCHAEFER	IA MUNICIPAL PROF. ACADEMY	70.85	70.85-	112141	8/16/18	0.00
		** TOTALS **	70.85	70.85-			0.00
01-010827	LEON HENDRICKS	JULY CONTRACT METER READER	1,816.33	1,816.33-	112126	8/09/18	0.00
		** TOTALS **	1,816.33	1,816.33-			0.00

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UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-017133	MASTERCARD	CONFERENCE EXP. & SUPPLIES	360.65	360.65-	112181	8/23/18	0.00
01-017133	MASTERCARD	ACADEMY REGISTRATION/SUPPLIES	199.99	199.99-	112182	8/23/18	0.00
01-017133	MASTERCARD	SUPPLIES, MEMBERSHIPS, ADS	1,452.79	1,452.79-	112183	8/23/18	0.00
01-017133	MASTERCARD	SUPPLIES AND EXPENSES	2,489.41	2,489.41-	112184	8/23/18	0.00
		** TOTALS **	4,502.84	4,502.84-			0.00
01-003281	MAURICE DUNN POST #7	CEMETERY VET MEMORIAL DONATION	4,000.00	0.00	000000	0/00/00	4,000.00
		** TOTALS **	4,000.00	0.00			4,000.00
01-002993	MC CLURE ENGINEERING CO.	ENTRANCE ROAD PROJECT	411.60	411.60-	112145	8/16/18	0.00
		** TOTALS **	411.60	411.60-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	51,653.18	51,653.18-	112127	8/09/18	0.00
		** TOTALS **	51,653.18	51,653.18-			0.00
01-003226	MIKE KILLEEN	STEEL TOED BOOTS	149.79	149.79-	112146	8/16/18	0.00
		** TOTALS **	149.79	149.79-			0.00
01-003278	MIKE KOTS	ENCHANCE IA BOARD MTG	172.22	0.00	000000	0/00/00	172.22
		** TOTALS **	172.22	0.00			172.22
01-017730	MOORHOUSE READY MIX CO.	8TH & CARROLL	235.50	0.00	000000	0/00/00	235.50
01-017730	MOORHOUSE READY MIX CO.	8TH AND CARROLL	235.50	0.00	000000	0/00/00	235.50
01-017730	MOORHOUSE READY MIX CO.	LOIS AVE. REPAIRS	706.50	0.00	000000	0/00/00	706.50
01-017730	MOORHOUSE READY MIX CO.	LOIS AVE REPAIRS	706.50	0.00	000000	0/00/00	706.50
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	647.63	0.00	000000	0/00/00	647.63
01-017730	MOORHOUSE READY MIX CO.	LOIS AVE REPAIRS	706.50	0.00	000000	0/00/00	706.50
01-017730	MOORHOUSE READY MIX CO.	GRANT ROAD REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	GRANT ROAD REPAIRS	1,059.75	0.00	000000	0/00/00	1,059.75
01-017730	MOORHOUSE READY MIX CO.	18TH PLACE REPAIRS	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	18TH PLACE REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	19TH STREET REPAIRS	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	19TH STREET REPAIRS	353.25	0.00	000000	0/00/00	353.25
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	765.38	0.00	000000	0/00/00	765.38
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	765.38	0.00	000000	0/00/00	765.38
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	1,059.75	0.00	000000	0/00/00	1,059.75
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	1,236.38	0.00	000000	0/00/00	1,236.38
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	824.25	0.00	000000	0/00/00	824.25
		** TOTALS **	14,012.27	0.00			14,012.27
01-018110	MUNICIPAL SUPPLY INC.	SUPPLIES RETURNED	1,344.36-	0.00	000000	0/00/00	1,344.36-
01-018110	MUNICIPAL SUPPLY INC.	SUPPLIES	1,344.36	0.00	000000	0/00/00	1,344.36

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01-018110	MUNICIPAL SUPPLY INC.	CALIBRATION	115.00	0.00	000000	0/00/00	115.00
01-018110	MUNICIPAL SUPPLY INC.	OPERATING SUPPLIES	1,314.36	0.00	000000	0/00/00	1,314.36
		** TOTALS **	1,429.36	0.00			1,429.36
01-018125	MURRAY'S WELDING AND MACH	INSTALL TOMMY GATE	415.00	0.00	000000	0/00/00	415.00
01-018125	MURRAY'S WELDING AND MACH	INSTALL TOMMY GATE	415.00	0.00	000000	0/00/00	415.00
		** TOTALS **	830.00	0.00			830.00
01-018408	NAPA AUTO PARTS	FILTERS RETURNED	42.99-	0.00	000000	0/00/00	42.99-
01-018408	NAPA AUTO PARTS	FILTERS	85.16	0.00	000000	0/00/00	85.16
01-018408	NAPA AUTO PARTS	SHOP - BREAKER BAR	29.99	0.00	000000	0/00/00	29.99
		** TOTALS **	72.16	0.00			72.16
01-003280	NATIONAL CONCRETE CUTTING	HANDSAW 8' CONCRETE PIPE	850.00	0.00	000000	0/00/00	850.00
		** TOTALS **	850.00	0.00			850.00
01-003263	NETBANKX	JULY EFT PROCESSING FEES	97.20	97.20-	000000	8/15/18	0.00
		** TOTALS **	97.20	97.20-			0.00
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	531.92	0.00	000000	0/00/00	531.92
		** TOTALS **	531.92	0.00			531.92
01-002781	NORTHERN SAFETY & INDUSTR	SAFETY SUPPLIES	91.78	0.00	000000	0/00/00	91.78
		** TOTALS **	91.78	0.00			91.78
01-019135	NOVA FITNESS EQUIPMENT	EQUIPMENT REPAIRS	1,679.99	0.00	000000	0/00/00	1,679.99
		** TOTALS **	1,679.99	0.00			1,679.99
01-020208	O'HALLORAN INTERNATIONAL	RADIATOR CAP #28	40.05	0.00	000000	0/00/00	40.05
		** TOTALS **	40.05	0.00			40.05
01-020330	O'REILLY AUTO PARTS	SEAT COVERS	605.67	0.00	000000	0/00/00	605.67
01-020330	O'REILLY AUTO PARTS	SPARK PLUGS	4.38	0.00	000000	0/00/00	4.38
		** TOTALS **	610.05	0.00			610.05
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES - LIBRARY	34,249.33	0.00	000000	0/00/00	34,249.33
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES - CITY HALL	8,214.92	0.00	000000	0/00/00	8,214.92
		** TOTALS **	42,464.25	0.00			42,464.25
01-020326	OPTIONS INK	BUSINESS CARDS - CORTUM	38.50	0.00	000000	0/00/00	38.50
01-020326	OPTIONS INK	FREIGHT - SAMPLES	82.17	0.00	000000	0/00/00	82.17
		** TOTALS **	120.67	0.00			120.67
01-020400	ORIENTAL TRADING COMPANY	PROGRAM SUPPLIES	99.32	99.32-	112185	8/23/18	0.00

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01-020400	ORIENTAL TRADING COMPANY	PROGRAM SUPPLIES	94.60	94.60-	112185	8/23/18	0.00
		** TOTALS **	193.92	193.92-			0.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIR AND SUPPLIES	18.55	0.00	000000	0/00/00	18.55
01-001949	PERFORMANCE TIRE & SERVIC	REPAIR PARTS	152.00	0.00	000000	0/00/00	152.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIR AND SHOP SUPPLIES	15.90	0.00	000000	0/00/00	15.90
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	39.07	0.00	000000	0/00/00	39.07
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	35.55	0.00	000000	0/00/00	35.55
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#29 TIRE REPAIRS	95.40	0.00	000000	0/00/00	95.40
		** TOTALS **	409.43	0.00			409.43
01-000169	PERRY JOHNSON	JUNE MILEAGE INSPECTIONS	208.74	0.00	000000	0/00/00	208.74
01-000169	PERRY JOHNSON	JULY MILEAGE INSPECTIONS	221.82	0.00	000000	0/00/00	221.82
		** TOTALS **	430.56	0.00			430.56
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	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
01-021440	PIZZA HUT	CONCESSIONS	8.00	0.00	000000	0/00/00	8.00
		** TOTALS **	144.00	0.00			144.00
01-001982	POLLARDWATER	HYDRANT LOCK	985.65	0.00	000000	0/00/00	985.65
		** TOTALS **	985.65	0.00			985.65
01-021860	PRESTO-X-COMPANY	PEST CONTROL - REC CENTER	57.00	0.00	000000	0/00/00	57.00
		** TOTALS **	57.00	0.00			57.00
01-003173	R & R RENTAL	SEPT. CITY HALL LEASE	2,559.67	0.00	000000	0/00/00	2,559.67
		** TOTALS **	2,559.67	0.00			2,559.67

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01-009870	RACCOON VALLEY ELECTRIC C	JULY ELECTRIC SERVICE	984.22	984.22-	112152	8/16/18	0.00
		** TOTALS **	984.22	984.22-			0.00
01-003094	RACHEL VAN ERDEWYK	CONFERENCE EXPENSES	577.16	577.16-	112175	8/23/18	0.00
		** TOTALS **	577.16	577.16-			0.00
01-000490	RANDALL M. KRAUEL	WWTP SITE VISIT EXPENSES	24.15	24.15-	112161	8/23/18	0.00
		** TOTALS **	24.15	24.15-			0.00
01-023640	RAY'S REFUSE SERVICE	JULY TRASH COLLECTIONS	34,932.47	34,932.47-	112128	8/09/18	0.00
01-023640	RAY'S REFUSE SERVICE	JULY GARBAGE PICKUP	1,505.64	0.00	000000	0/00/00	1,505.64
		** TOTALS **	36,438.11	34,932.47-			1,505.64
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	17.99	17.99-	112160	8/23/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	33.29	33.29-	112160	8/23/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	67.49	67.49-	112160	8/23/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	76.49	76.49-	112160	8/23/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	35.99	35.99-	112160	8/23/18	0.00
		** TOTALS **	231.25	231.25-			0.00
01-023815	REGION XII COG	JULY TAXI PROGRAM DONATIONS	3,240.00	3,240.00-	112129	8/09/18	0.00
		** TOTALS **	3,240.00	3,240.00-			0.00
01-003279	ROBERT HENRICH	MEMBERSHIP REFUND	76.12	0.00	000000	0/00/00	76.12
		** TOTALS **	76.12	0.00			76.12
01-024630	RUTTEN'S VACUUM CENTER	VACUUM REPAIRS	49.98	0.00	000000	0/00/00	49.98
		** TOTALS **	49.98	0.00			49.98
01-000343	SCHRECK'S FOUR SEASON SER	NUISANCE 208 N MAPLE	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-025050	SCHUMACHER ELEVATOR CO.	ELEVATOR MAINTENANCE	208.84	0.00	000000	0/00/00	208.84
		** TOTALS **	208.84	0.00			208.84
01-001333	SECURE SHRED SOLUTIONS LL	SHREDDING	120.00	0.00	000000	0/00/00	120.00
		** TOTALS **	120.00	0.00			120.00
01-000612	SENECA COMPANIES	6TH & MAIN FREE PRODUCT RECOV	4,132.55	0.00	000000	0/00/00	4,132.55
		** TOTALS **	4,132.55	0.00			4,132.55
01-025250	SHERWIN WILLIAMS CO.	SUPPLIES	49.42	0.00	000000	0/00/00	49.42
		** TOTALS **	49.42	0.00			49.42

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01-000155	SHIVE HATTERY INC	CHAPEL CONDITIONAL STUDY	5,491.80	0.00	000000	0/00/00	5,491.80
		** TOTALS **	5,491.80	0.00			5,491.80
01-025332	SIRCHIE FINGER PRINT LABO	GLOVES	154.14	0.00	000000	0/00/00	154.14
		** TOTALS **	154.14	0.00			154.14
01-001652	SNAPPY POPCORN CO. INC.	CONCESSIONS	106.46	0.00	000000	0/00/00	106.46
		** TOTALS **	106.46	0.00			106.46
01-025610	SOUND AND SERVICE	LINE TRACER REPAIRS	16.25	0.00	000000	0/00/00	16.25
		** TOTALS **	16.25	0.00			16.25
01-003277	SOUTH DAKOTA PARKS AND RE	PARK AND REC SUPER. ADS	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-025874	STERICYCLE INC	SAFETY SUPPLIES	129.67	0.00	000000	0/00/00	129.67
		** TOTALS **	129.67	0.00			129.67
01-025880	STONE PRINTING CO.	LAMINATING	7.49	7.49-	112186	8/23/18	0.00
01-025880	STONE PRINTING CO.	SWIM TEAM REPORTS	57.90	0.00	000000	0/00/00	57.90
01-025880	STONE PRINTING CO.	PRINTER INK	18.49	0.00	000000	0/00/00	18.49
01-025880	STONE PRINTING CO.	CORTUM NAME PLATE	17.55	0.00	000000	0/00/00	17.55
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	14.66	14.66-	112186	8/23/18	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	5.49	0.00	000000	0/00/00	5.49
		** TOTALS **	121.58	22.15-			99.43
01-025935	SUBWAY	EMPLOYEE RECOGNITION	16.96	0.00	000000	0/00/00	16.96
		** TOTALS **	16.96	0.00			16.96
01-026605	TIEFENTHALER AG-LIME	ROCK	5,529.93	0.00	000000	0/00/00	5,529.93
		** TOTALS **	5,529.93	0.00			5,529.93
01-002272	TIGGES OVERHEAD DOORS	HANGAR DOOR REPAIRS	110.00	110.00-	112143	8/16/18	0.00
		** TOTALS **	110.00	110.00-			0.00
01-027060	TREASURER OF IOWA	7/1-7/15/18 SALES TAX	513.00	513.00-	000000	8/03/18	0.00
01-027060	TREASURER OF IOWA	7/16-7/31/2016 SALES TAX	10,134.00	10,134.00-	000000	8/08/18	0.00
01-027060	TREASURER OF IOWA	JULY SALES TAX	5,011.00	5,011.00-	000000	8/20/18	0.00
		** TOTALS **	15,658.00	15,658.00-			0.00
01-001923	TRI-TECH FORENSICS INC	SPECIMAN KITS	221.55	0.00	000000	0/00/00	221.55
		** TOTALS **	221.55	0.00			221.55



	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
PARTIALLY ITEMS DATES:	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-027079	TRIPLE A SEEDS INC.	SEED - ROAD DITCHES	144.00	0.00	000000	0/00/00	144.00
01-027079	TRIPLE A SEEDS INC.	SEED - ROAD DITCHES	144.00	0.00	000000	0/00/00	144.00
		** TOTALS **	288.00	0.00			288.00
01-004810	TRUE VALUE HARDWARE & HOM	PAINT SPRAYER	18.99	18.99-	112150	8/16/18	0.00
01-004810	TRUE VALUE HARDWARE & HOM	PAINT STRIPER	51.92	51.92-	112150	8/16/18	0.00
		** TOTALS **	70.91	70.91-			0.00
01-003220	TURFWERKS	MOWER PARTS	254.26	0.00	000000	0/00/00	254.26
		** TOTALS **	254.26	0.00			254.26
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 8/4/2018	39.06	39.06-	112130	8/09/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 8/18/2018	25.86	25.86-	112187	8/23/18	0.00
		** TOTALS **	64.92	64.92-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	272.15	272.15-	112188	8/23/18	0.00
		** TOTALS **	272.15	272.15-			0.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	40.00	0.00	000000	0/00/00	40.00
01-028275	UPTOWN SPORTING GOODS	SOFTBALLS	135.00	0.00	000000	0/00/00	135.00
		** TOTALS **	175.00	0.00			175.00
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	1,767.78	0.00	000000	0/00/00	1,767.78
		** TOTALS **	1,767.78	0.00			1,767.78
01-003227	VANTIV	JULY CC PROCESSING FEES	48.59	48.59-	000000	8/15/18	0.00
01-003227	VANTIV	JULY CC PROCESSING FEES	94.46	94.46-	000000	8/15/18	0.00
01-003227	VANTIV	JULY CC PROCESSING FEES	178.04	178.04-	000268	8/15/18	0.00
		** TOTALS **	321.09	321.09-			0.00
01-029013	VERIZON WIRELESS	AIR CARDS	280.43	280.43-	112156	8/16/18	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	362.85	362.85-	112156	8/16/18	0.00
		** TOTALS **	643.28	643.28-			0.00
01-003276	VGM CLUB	VGM DUES	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-000407	VINCE GROSS	STEEL TOED BOOTS	117.69	117.69-	112138	8/16/18	0.00
		** TOTALS **	117.69	117.69-			0.00
01-030120	WAL-MART STORE #01-1787	SUPPLIES	20.81	20.81-	112189	8/23/18	0.00
		** TOTALS **	20.81	20.81-			0.00
01-000618	WEBER, TOM	STEEL TOED BOOTS	139.09	139.09-	112162	8/23/18	0.00

A C C O U N T S P A Y A B L E  
 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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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	139.09	139.09-			0.00
01-001366	WEBSITES TO IMPRESS INC	WEB HOSTING & DOMAIN NAME	222.00	0.00	000000	0/00/00	222.00
		** TOTALS **	222.00	0.00			222.00
01-003377	WELLMARK BLUE CROSS/BLUE	SEPT. HEALTH INSURANCE PREMIUM	38,598.35	38,598.35-	112177	8/23/18	0.00
		** TOTALS **	38,598.35	38,598.35-			0.00
01-030355	WITTRUCK MOTOR CO.	JULY CAR RENTAL	375.00	375.00-	112157	8/16/18	0.00
01-030355	WITTRUCK MOTOR CO.	1/2 TON PICKUP TRUCK	20,206.00	20,206.00-	112158	8/16/18	0.00
01-030355	WITTRUCK MOTOR CO.	SPLASH GUARD UNIT #50	116.00	0.00	000000	0/00/00	116.00
		** TOTALS **	20,697.00	20,581.00-			116.00
01-000386	ZIMCO SUPPLY CO	CUP CUTTER PARTS	172.05	0.00	000000	0/00/00	172.05
		** TOTALS **	172.05	0.00			172.05
	* Payroll Expense		165,392.54				

A C C O U N T S P A Y A B L E  
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PARTIALLY ITEMS DATES:	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018
UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	412,489.36	412,489.36CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	336,539.97	0.00	336,539.97
VOID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>749,029.33</b>	<b>412,489.36CR</b>	<b>336,539.97</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	337,954.97
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	1,415.00CR
<b>** UNPAID TOTALS **</b>	<b>336,539.97</b>

A C C O U N T S P A Y A B L E  
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UNPAID ITEMS DATES :		8/03/2018 THRU 8/23/2018	8/03/2018 THRU 8/23/2018

FUND TOTALS

001	GENERAL FUND	228,091.42
010	HOTEL/MOTEL TAX	485.86
110	ROAD USE TAX FUND	36,369.48
178	CRIME PREV/SPEC PROJECTS	280.43
179	POLICE K9 FUND	200.00
303	C.P. - AIRPORT	411.60
304	C.P. STREETS	1,972.00
309	C.P. - CORRIDOR OF COMM.	165,186.34
315	LIBRARY/CITY HALL REMODEL	50,989.42
600	WATER UTILITY FUND	36,906.08
610	SEWER UTILITY FUND	21,934.76
620	STORM WATER UTILITY	556.00
850	MEDICAL INSURANCE FUND	40,253.40
	* PAYROLL EXPENSE	165,392.54
GRAND TOTAL		749,029.33

# 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 *BB*

**DATE:** August 23, 2018

**RE:** New Licenses

The following establishments have made application for a new license:

Jalisco  
425 Hwy 30 West  
Class "C" Liquor License with Sunday Sales

Carroll Brewing Co. (Rivalry Ride, September 8, 2018)  
226 East 5<sup>th</sup> Street  
5-Day Class "B" Beer Permit including Wine Coolers

**RECOMMENDATION:** Council consideration and approval of these applications.



# CARROLL VOLUNTEER FIRE DEPT.

801 N. BELLA VISTA DR.  
CARROLL, IOWA 51401

**MEMO TO:** Mike Pogge-Weaver, City Manager *MJP-W*

**FROM:** Greg L. Schreck, Fire Chief *GLS*

**DATE:** August 21, 2018

**SUBJECT:** Firefighter Resignations and Appointments

In the past three months, the Carroll Volunteer Fire Department has accepted the resignations of Captain Mark Werner and firefighter Tim Schulz. Captain Werner served as a member of the Department for 18 years and firefighter Schulz served for 17 years. The Department truly appreciates the service these two individuals gave to the Department and community for so many years.

As a result of the open positions created by the resignations of Werner and Schulz, Tyler Schultes and Michael Strautman have been accepted by the Department as members subject to Council approval.

**RECOMMENDATION:** Mayor and Council acceptance of the resignations of Captain Mark Werner and firefighter Tim Schulz and approve the appointment of Tylor Schultes and Michael Strautman to begin duties as members of the Carroll Volunteer Fire Department.



# Proclamation

## National Read a Book Day

**WHEREAS**, Studies show that people who read frequently show less signs of stress and higher problem solving abilities than people who don't; and,

**WHEREAS**, Reading also improves your language comprehension, critical thinking and communication skills; and,

**WHEREAS**, National Read a Book Day promotes awareness for all the physical and mental benefits to reading; and,

**NOW THEREFORE, I, ERIC P. JENSEN, MAYOR OF THE CITY OF CARROLL**, do hereby proclaim the September 6, 2018 as National Read a Book Day in Carroll, Iowa.

---

Eric P. Jensen, Mayor

# 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 *MSP-W*

**DATE:** August 23, 2018

**SUBJECT:** Rolling Hills South Condominiums Urban Renewal Plan

- Public Hearing on the proposed Rolling Hills South Condominiums Urban Renewal Plan.
- Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or combination thereof, of such area is necessary in the interest of the public health safety, or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Rolling Hills South Condominiums Urban Renewal Plan.
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Urban Renewal Plan.

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. On July 23, 2018 Council approved a resolution that began the process to adopt the proposed Rolling Hills South Condominiums Urban Renewal Plan. The memo that accompanied that resolution listed the steps needed to amend the urban renewal plan and are discussed below.

On July 31, 2018, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County) to review the Rolling Hills South Condominiums Urban Renewal Plan. No affected tax entities attended the meeting. The minutes are attached.

On August 8, 2018, the Planning and Zoning Commission reviewed the proposed Urban Renewal Plan and made a finding that the Plan is in "conformity with the general plan for the development of the municipality as a whole". The minutes are attached.

The notice of public hearing was published on August 16, 2018 in the Daily Times Herald.

A map is attached for the proposed Urban Renewal Plan depicting the proposed Urban Renewal Area. The main aim of the Urban Renewal Plan is to provide an incentive of \$72,000 to 704 Development Corporation in support of their Workforce Housing Tax Credit (WHTC).

**RECOMMENDATION:** After public hearing, Council consideration and approval of the resolution adopting the Rolling Hills South Condominiums Urban Renewal Plan and consideration and approval of the attached ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Urban Renewal Plan.



August 27, 2018

The City Council of the City of Carroll, 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: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Rolling Hills South Condominiums Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Plan, and the City Clerk reported that \_\_\_\_\_ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Rolling Hills South Condominiums Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL PLAN

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed Rolling Hills South Condominiums Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Rolling Hills South Condominiums Urban Renewal Area ("Area" or "Urban Renewal Area") described below has been prepared, which proposed Plan has been on file in the office of the City Clerk and which is incorporated herein by reference; and

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

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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5 BLOCK 1 ROLLING HILLS SOUTH THIRD ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°56'00"E ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71, 545.36 FEET; THENCE S04°13'30"W ON SAID RIGHT OF WAY LINE, 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2, 120.78 FEET; THENCE S00°47'25"W ON THE EAST LINE OF SAID LOT 2, 50.00 FEET; THENCE S89°05'23"E, 126.02 FEET; THENCE N00°32'38"E ON THE WEST LINE OF BLOCK 2 510.10 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE N89°27'14"W, 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 1; THENCE N06°02'21"W, 173.67 FEET TO THE BACK OF THE CURB ADJACENT TO SAID LOT 6; THENCE ON SAID BACK OF CURB ON A CURVE CONCAVE NORTHLY WITH A RADIUS OF 45.00 FEET, A LENGTH OF 101.13 FEET, THE CHORD OF SAID CURVE BEARS N82°53'10"W, 82.34 FEET; THENCE S69°34'28"W, 157.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Rolling Hills South Condominiums Urban Renewal Plan"; and

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

WHEREAS, creation of the Rolling Hills South Condominiums Urban Renewal Area and adoption of the Rolling Hills South Condominiums Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on July 23, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Daily Times Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Rolling Hills South Condominiums Urban Renewal Plan" for the area of the City of Carroll, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Rolling Hills South Condominiums Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and

development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Rolling Hills South Condominiums Urban Renewal Plan for the Rolling Hills South Condominiums Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 27<sup>th</sup> day of August, 2018.

---

Mayor

ATTEST:

---

City Clerk

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

# EXHIBIT 1

---

## ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL PLAN

**for the**

## ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL AREA

CITY OF CARROLL, IOWA

August 2018



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- A. LEGAL DESCRIPTION OF ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL AREA
- B. ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL AREA MAP
- C. MAP OF AREA IN CONTEXT OF CITY

Rolling Hills South Condominiums Urban Renewal Plan  
for the  
Rolling Hills South Condominiums Urban Renewal Area  
City of Carroll, Iowa

**A. INTRODUCTION**

The Rolling Hills South Condominiums Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Rolling Hills South Condominiums Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Carroll, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” A map of the Urban Renewal Area in the context of the City is included in Exhibit “C.” This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundaries of the Area at some future date.

**C. AREA DESIGNATION**

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

**D. BASE VALUE**

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2018, the taxable valuation as of January 1, 2017, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2018, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It may be that more than one ordinance will be adopted on property within the Area. If so, the frozen base values may vary.

## E. DEVELOPMENT PLAN

Carroll has a general plan for the physical development of the City as a whole, outlined in the City of Carroll's Comprehensive Plan, adopted February 25, 2013. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area is zoned as A-1, and is anticipated to be rezoned in the future as PUD, subject to approval through the City's standard rezoning processes.

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

## F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development.

When a city utilizes tax increment financing to support residential development (such support is limited to reimbursement of "public improvement" costs, as defined by Iowa law), a percentage of the incremental revenues (or other revenues) generated by the development must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Carroll County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the amount of incremental revenues (or other revenues) to be provided for low and moderate income family housing in the community shall be either equal to or greater than the percentage of the original project costs (i.e., the amount of TIF funds used to reimburse infrastructure costs serving the housing development in the Area) that is equal to the percentage of LMI families living in Carroll County. That percentage is currently 36.62%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 36.62% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to or greater than 36.62% of the project costs to be used for LMI housing activities anywhere in the City; or

3. Ensuring that 36.62% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for LMI family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families

#### **G. PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain area industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Carroll.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve housing conditions and increase housing opportunities, including LMI income families and/or individuals.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.

7. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.
8. To encourage residential development that meets the needs of a growing population, while preserving the character of the community.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

#### H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
3. To arrange for, or cause to be provided, the construction or repair of public infrastructure in support of residential development, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, trails, water mains, sanitary sewers, storm sewers, or public utilities.
4. To make loans, forgivable loans, or other types of grants or incentives to private persons, organizations, or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To use tax increment for LMI housing assistance.
7. To borrow money and to provide security therefor.
8. To acquire and dispose of property.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.

10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Carroll and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

#### I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

##### 1. Development Agreements:

A. *Development Agreement with 704 Development Corp. (or a related entity)*: The proposed urban renewal project involves providing incentives to 704 Development Corp. (or a related entity) for the development of a 12-unit residential subdivision. 704 Development Corp. is expected to invest approximately \$2.65 Million in the development of the housing units including, but not limited to, the construction of new streets, sanitary sewer, storm water, gas, and electrical infrastructure. Construction is anticipated to begin in 2018.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the residential subdivision and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new homes to be constructed on the developer's land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. Unless some other amount is determined by the City, these incentives are not expected to exceed the lesser of:

- The developer's certified costs of public improvements; or
- \$72,000.

These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project and subject to annual appropriation. The rebates will be available for up to a maximum of ten years.

Unless LMI housing is constructed in this subdivision, the City will set aside an amount equal to 36.62% of the incentives provided to the developer (up to a maximum of the developer's certified costs of public improvements or \$72,000) from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer, up to the above stated maximums.

The City believes that assistance to stimulate residential housing in this Area will promote economic development by providing needed housing opportunities for employees of area businesses, their families, and new or existing residents. The City expects to enter into a development agreement with 704 Development Corp. (or a related entity) that provides detailed terms and conditions, not all of which are included in this Plan.

B. *Future Development Agreements.* The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements shall not exceed \$100,000.

2. **Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:**

3.

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$50,000

**J. FINANCIAL INFORMATION**

1.	July 1, 2018, Constitutional Debt Limit	\$42,291,183
2.	Current Outstanding General Obligation Debt	\$3,045,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$222,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area, nor does it include the costs associated with any LMI set-aside.

## K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

### A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

### B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.



L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

O. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which

qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) years if necessary to adequately fund the housing project. The City may decide to seek such consent. If separate TIF ordinances or amendments thereto for separate parcel(s) or subareas are adopted as development in the Area warrants, each subarea may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

LEGAL DESCRIPTION OF ROLLING HILLS SOUTH CONDOMINIUMS  
URBAN RENEWAL AREA

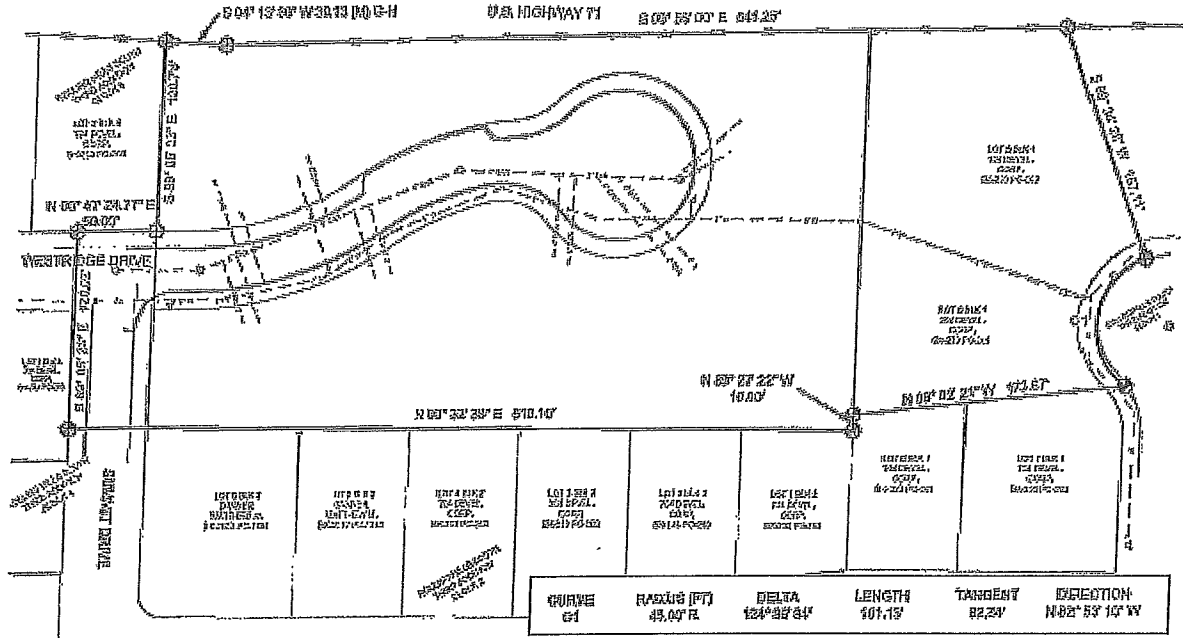
A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL  
COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5 BLOCK 1  
ROLLING HILLS SOUTH THIRD ADDITION, SAID POINT ALSO BEING  
THE POINT OF BEGINNING; THENCE S00°56'00"E ON THE EAST RIGHT  
OF WAY LINE OF U.S. HIGHWAY 71, 545.36 FEET; THENCE S04°13'30"W  
ON SAID RIGHT OF WAY LINE, 39.13 FEET TO THE NORTHWEST  
CORNER OF LOT 2 BLOCK 5; THENCE S89°05'23"E ON THE NORTH  
LINE OF SAID LOT 2, 120.78 FEET; THENCE S00°47'25"W ON THE EAST  
LINE OF SAID LOT 2, 50.00 FEET; THENCE S89°05'23"E, 126.02 FEET;  
THENCE N00°32'38"E ON THE WEST LINE OF BLOCK 2 510.10 FEET TO  
THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE  
N89°27'14"W, 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF  
SAID BLOCK 1; THENCE N06°02'21"W, 173.67 FEET TO THE BACK OF  
THE CURB ADJACENT TO SAID LOT 6; THENCE ON SAID BACK OF  
CURB ON A CURVE CONCAVE NORTHLY WITH A RADIUS OF 45.00  
FEET, A LENGTH OF 101.13 FEET, THE CHORD OF SAID CURVE BEARS  
N82°53'10"W, 82.34 FEET; THENCE S69°34'28"W, 157.11 FEET TO THE  
POINT OF BEGINNING.

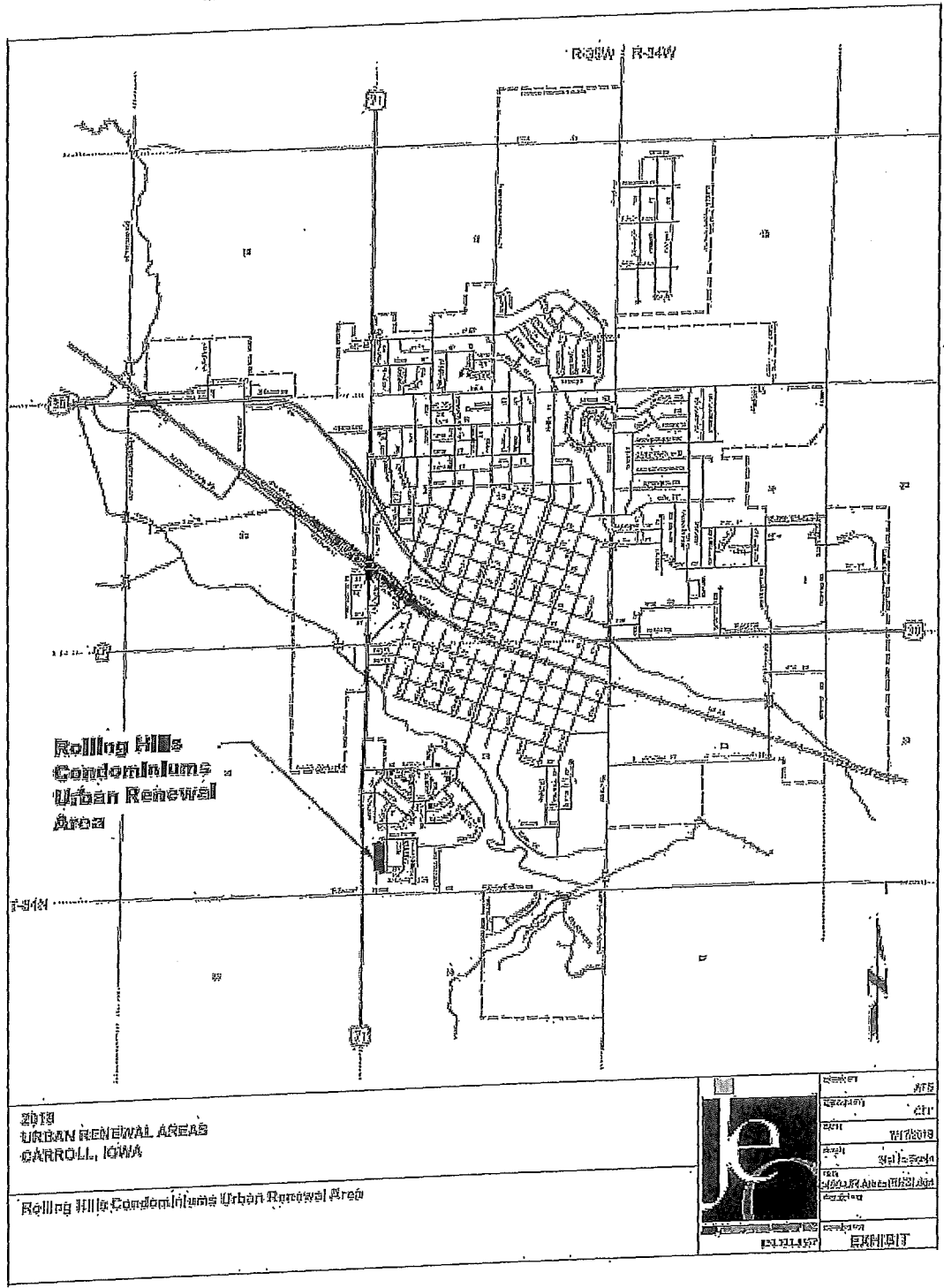
THE ABOVE DESCRIBED PARCEL CONTAINS 3.63 ACRES MORE OR  
LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN  
ON THIS PLAT.

# EXHIBIT B

## MAP OF URBAN RENEWAL AREA



**EXHIBIT C**  
**MAP OF AREA IN CONTEXT OF THE CITY**



01481067-1\10275-063

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)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL AREA, IN THE CITY OF CARROLL, COUNTY OF CARROLL, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CARROLL, COUNTY OF CARROLL, CARROLL COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL AREA (**THE ROLLING HILLS SOUTH CONDOMINIUMS URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Carroll, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. \_\_\_\_\_ passed and approved on the 27<sup>th</sup> day of August, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Rolling Hills South Condominiums Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area 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:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5 BLOCK 1 ROLLING HILLS SOUTH THIRD ADDITION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°56'00"E ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71, 545.36 FEET; THENCE S04°13'30"W ON SAID RIGHT OF WAY LINE, 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2, 120.78 FEET; THENCE S00°47'25"W ON THE EAST LINE OF SAID LOT 2, 50.00 FEET; THENCE S89°05'23"E, 126.02 FEET; THENCE N00°32'38"E ON THE WEST LINE OF BLOCK 2 510.10 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 2; THENCE N89°27'14"W, 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 1; THENCE N06°02'21"W, 173.67 FEET TO THE BACK OF THE CURB ADJACENT TO SAID LOT 6; THENCE ON SAID BACK OF CURB ON A CURVE CONCAVE NORTHLY WITH A RADIUS OF 45.00 FEET, A LENGTH OF 101.13 FEET, THE CHORD OF SAID CURVE BEARS

N82°53'10"W, 82.34 FEET; THENCE S69°34'28"W, 157.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Carroll, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Carroll, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Carroll, County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Carroll, State of Iowa, certifies to the Auditor of Carroll County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Carroll, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Carroll, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected



against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Carroll, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 2018

Read Second Time: \_\_\_\_\_, 2018

Read Third Time: \_\_\_\_\_, 2018

PASSED AND APPROVED: \_\_\_\_\_, 2018.

I, \_\_\_\_\_, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2018, signed by the Mayor on \_\_\_\_\_, 2018, and published in the Daily Times Herald on \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

01503245-1\10275-063

# *City of Carroll*

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**JULY 31, 2018  
11:00AM  
CITY COUNCIL CHAMBERS  
CITY HALL, 112 E 5<sup>TH</sup> STREET  
CITY OF CARROLL  
CONSULTATION SESSION  
URBAN RENEWAL PLAN FOR THE  
ROLLING HILLS SOUTH CONDOMINIUMS  
URBAN RENEWAL AREA**

No representatives from either Carroll County or the Carroll Community School District were present for the consultation.

No written comments were received.



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Michel J. Pogge-Weaver, City Manager

PLANNING AND ZONING COMMISSION  
MINUTES OF AUGUST 8, 2018

The Carroll Planning and Zoning Commission met in regular session on August 8, 2018, 5:16 PM, in the Farner Government Building, Mayor's Office. Present: John Horbach, Ron Juergens, Jean Ludwig, Katie McQueen, Dan Messerich, Jayne Pietig and Pat Venteicher. One Commissioner Position vacant. Absent: Pat Macke. Also present: Mike Pogge-Weaver, David Bruner, City Attorney and Greg Schreck, Building/Fire Safety Official. Commissioner McQueen presided.

\* \* \* \* \*

MOTION by Juergens, second by Horbach, to approve the minutes of the July 11, 2018 as mailed. All present voted aye. Absent: Macke. Motion carried.

\* \* \* \* \*

A request from the City Council asked that the Commission review the Urban Renewal Plan for Rolling Hills South Condominiums. The area to be developed contains 3.63 acres of land and is located between Highway 71 and Meadow Lane. The development will contain 6 duplex buildings for a total of 12 residential dwelling units. MOTION by Juergens, second by Venteicher to recommend to the City Council approval of the Urban Renewal Plan for Rolling Hills South Condominiums as being in conformity with the general plan for the development of the City at a whole. All present voted aye. Absent: Macke. Motion carried.

\* \* \* \* \*

A request from the City Council asked that the Commission review the Urban Renewal Plan for Carroll Park Apartments. The area to be developed contains 6.05 acres of land and is located immediately east of Bella Vista Drive and is approximately 550 feet west of Griffith Road. The development will contain 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. There are a total of 76 residential dwelling units proposed in the development. MOTION by Juergens, second by Venteicher to recommend to the City Council approval of the Urban Renewal Plan for Carroll Park Apartments as being in conformity with the general plan for the development of the City at a whole. All present voted aye. Absent: Macke. Motion carried.

\* \* \* \* \*

MOTION by Juergens, second by Messerich, to adjourn at 5:27 PM. All present voted Aye. Absent: Macke. Motion carried.

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Katie McQueen, Vice-Chairperson

---

Michel J. Pogge-Weaver, City Manager

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

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

**DATE:** August 23, 2018

**SUBJECT:** Rolling Hills South Condominiums Urban Renewal Plan – Development Agreement with 704 Development Corp.

- Public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.
- Resolution approving and authorizing the execution of a Development Agreement by and between the City of Carroll and 704 Development Corp.

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 final Development Agreement that enables the proposed TIF rebate.

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

The notice of public hearing was published on August 16, 2018 in the Daily Times Herald.

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

**STAFF RECOMMENDATIONS:** After public hearing, Council consideration and approval of the resolution adopting the Development Agreement with 704 Development Corp.

August 27, 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: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Carroll and 704 Development Corp., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLL AND 704 DEVELOPMENT CORP.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CARROLL AND 704  
DEVELOPMENT CORP.

WHEREAS, by Resolution No. \_\_\_\_\_, adopted August 27, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 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 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 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder

is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in

substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 27<sup>th</sup> 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 August 27, 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 Exhibit B to this Agreement.

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

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.

1. 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 the total project costs per Housing Unit 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 8.5:

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.

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

Exhibit C-1

*Execution Version*

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").

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

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



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

*Execution Version*

# 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 *MSP-W*

**DATE:** August 23, 2018

**SUBJECT:** Carroll Park Apartments Urban Renewal Plan

- Public Hearing on the proposed Carroll Park Apartments Urban Renewal Plan.
- Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and Carroll Park Apartments Urban Renewal Plan.
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan.

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. On July 23, 2018 Council approved a resolution that began the process to adopt the proposed Carroll Park Apartments Urban Renewal Plan. The memo that accompanied that resolution listed the steps needed to amend the urban renewal plan and are discussed below.

On July 31, 2018, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County) to review the Carroll Park Apartments Urban Renewal Plan. No affected tax entities attended the meeting. The minutes are attached.

On August 8, 2018, the Planning and Zoning Commission reviewed the proposed Urban Renewal Plan and made a finding that the Plan is in "conformity with the general plan for the development of the municipality as a whole". The minutes are attached.

The notice of public hearing was published on August 16, 2018 in the Daily Times Herald.

A map is attached for the proposed Urban Renewal Plan depicting the proposed Urban Renewal Area. The main aim of the Urban Renewal Plan is to provide an 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 Urban Renewal Plan specifies the maximum incentive will be the developer's certified cost of the public improvements or \$600,000.

**RECOMMENDATION:** After public hearing, Council consideration and approval of the resolution adopting the Carroll Park Apartments Condominiums Urban Renewal Plan and consideration and approval of the attached ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Condominiums Urban Renewal Plan.

August 27, 2018

The City Council of the City of Carroll, 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: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Carroll Park Apartments Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Plan, and the City Clerk reported that \_\_\_\_\_ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Carroll Park Apartments Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE CARROLL PARK APARTMENTS URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE CARROLL PARK APARTMENTS URBAN RENEWAL PLAN

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed Carroll Park Apartments Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Carroll Park Apartments Urban Renewal Area ("Area" or "Urban Renewal Area") described below has been prepared, which proposed Plan has been on file in the office of the City Clerk and which is incorporated herein by reference; and

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

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.

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Carroll Park Apartments Urban Renewal Plan"; and

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

WHEREAS, creation of the Carroll Park Apartments Urban Renewal Area and adoption of the Carroll Park Apartments Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on July 23, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Daily Times Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Carroll Park Apartments Urban Renewal Plan" for the area of the City of Carroll, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Carroll Park Apartments Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof,



of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Carroll Park Apartments Urban Renewal Plan for the Carroll Park Apartments Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 27<sup>th</sup> day of August, 2018.

---

Mayor

ATTEST:

---

City Clerk

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

EXHIBIT 1

**CARROLL PARK APARTMENTS  
URBAN RENEWAL PLAN**

**for the**

**CARROLL PARK APARTMENTS  
URBAN RENEWAL AREA**

**CITY OF CARROLL, IOWA**

**August 2018**

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- G. PLAN OBJECTIVES
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### *EXHIBITS*

- A. LEGAL DESCRIPTION OF CARROLL PARK APARTMENTS URBAN RENEWAL AREA
- B. CARROLL PARK APARTMENTS URBAN RENEWAL AREA MAP
- C. MAP OF AREA IN CONTEXT OF CITY

**Carroll Park Apartments Urban Renewal Plan  
for the  
Carroll Park Apartments Urban Renewal Area  
City of Carroll, Iowa**

**A. INTRODUCTION**

The Carroll Park Apartments Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Carroll Park Apartments Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Carroll, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” A map of the Urban Renewal Area in the context of the City is included in Exhibit “C.” This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundaries of the Area at some future date.

**C. AREA DESIGNATION**

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

**D. BASE VALUE**

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2018, the taxable valuation as of January 1, 2017, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2018, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It may be that more than one ordinance will be adopted on property within the Area. If so, the frozen base values may vary.

### E. DEVELOPMENT PLAN

Carroll has a general plan for the physical development of the City as a whole, outlined in the City of Carroll's Comprehensive Plan, adopted February 25, 2013. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area is zoned as R-3, and is anticipated to be rezoned in the future as PUD – R-5, subject to approval through the City's standard rezoning processes.

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

### F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development.

When a city utilizes tax increment financing to support residential development (such support is limited to reimbursement of "public improvement" costs, as defined by Iowa law), a percentage of the incremental revenues (or other revenues) generated by the development must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Carroll County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the amount of incremental revenues (or other revenues) to be provided for low and moderate income family housing in the community shall be either equal to or greater than the percentage of the original project costs (i.e., the amount of TIF funds used to reimburse infrastructure costs serving the housing development in the Area) that is equal to the percentage of LMI families living in Carroll County. That percentage is currently 36.62%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 36.62% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to or greater than 36.62% of the project costs to be used for LMI housing activities anywhere in the City; or
3. Ensuring that 36.62% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for LMI family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that advance housing for LMI residents and/or families

#### **G. PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain area industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Carroll.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve housing conditions and increase housing opportunities, including LMI income families and/or individuals.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
7. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.

8. To encourage residential development that meets the needs of a growing population, while preserving the character of the community.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

#### H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
3. To arrange for, or cause to be provided, the construction or repair of public infrastructure in support of residential development, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, trails, water mains, sanitary sewers, storm sewers, or public utilities.
4. To make loans, forgivable loans, or other types of grants or incentives to private persons, organizations, or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To use tax increment for LMI housing assistance.
7. To borrow money and to provide security therefor.
8. To acquire and dispose of property.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Carroll and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

## I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

### 1. Development Agreements:

A. *Development Agreement with Kenyon Hill Ridge, LLC (or a related entity)*: The proposed urban renewal project involves providing incentives to Kenyon Hill Ridge, LLC (or a related entity) for the development of a 76-unit residential subdivision (60 two-bedroom apartment units and 16 duplex units). Kenyon Hill Ridge, LLC is expected to invest at least \$11,500,000 in the development of the housing units including, but not limited to, the construction of new streets, sanitary sewer, storm water, gas, and electrical infrastructure. Construction is anticipated to begin in 2018.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the residential subdivision and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new homes to be constructed on the developer's land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. Unless some other amount is determined by the City, these incentives are not expected to exceed the lesser of:

- The developer's certified costs of public improvements; or
- \$600,000.

These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project and subject to annual appropriation. The rebates will be available for up to a maximum of ten years.

Unless LMI housing is constructed in this subdivision, the City will set aside an amount equal to 36.62% of the incentives provided to the developer (up to a maximum of the developer's certified costs of public improvements or \$600,000) from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer, up to the above stated maximums.

The City believes that assistance to stimulate residential housing in this Area will promote economic development by providing needed housing opportunities for employees of area businesses, their families, and new or existing residents. The City expects to enter into a



development agreement with Kenyon Hill Ridge, LLC (or a related entity) that provides detailed terms and conditions, not all of which are included in this Plan.

B. *Future Development Agreements.* The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements shall not exceed \$100,000.

**2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:**

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$50,000

**J. FINANCIAL INFORMATION**

1.	July 1, 2018, Constitutional Debt Limit	\$42,291,183
2.	Current Outstanding General Obligation Debt	\$3,045,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$750,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area, nor does it include the costs associated with any LMI set-aside.

## K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

### A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

### B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

#### L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

#### M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

#### N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

#### O. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

#### P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

#### Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which

qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) years if necessary to adequately fund the housing project. The City may decide to seek such consent. If separate TIF ordinances or amendments thereto for separate parcel(s) or subareas are adopted as development in the Area warrants, each subarea may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

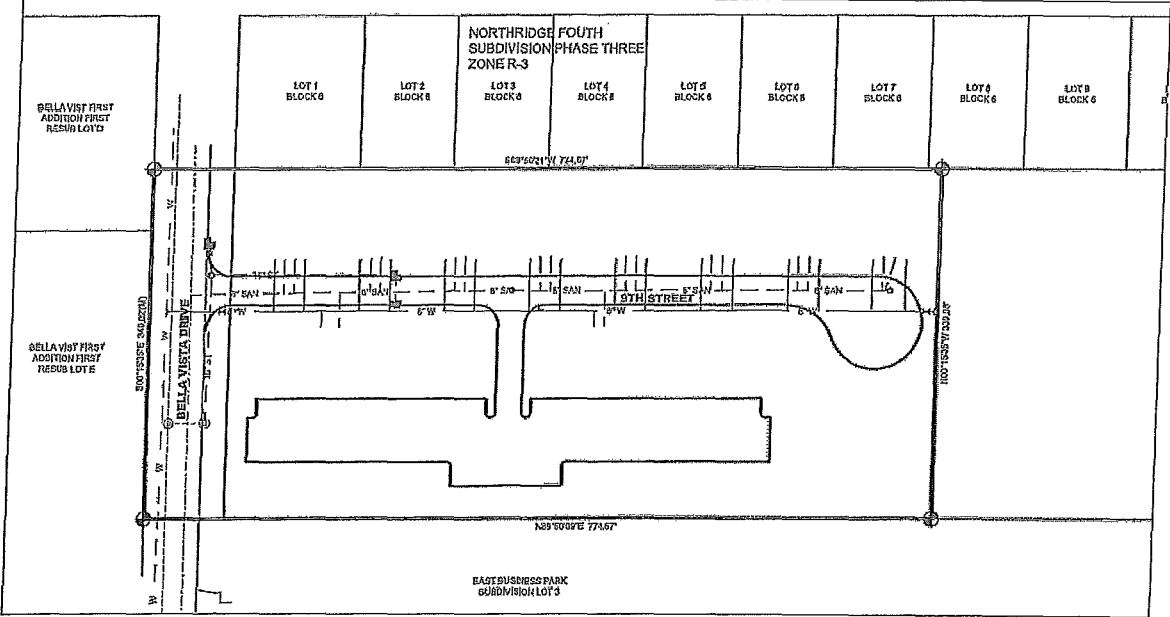
LEGAL DESCRIPTION OF CARROLL PARK APARTMENTS  
URBAN RENEWAL AREA

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:

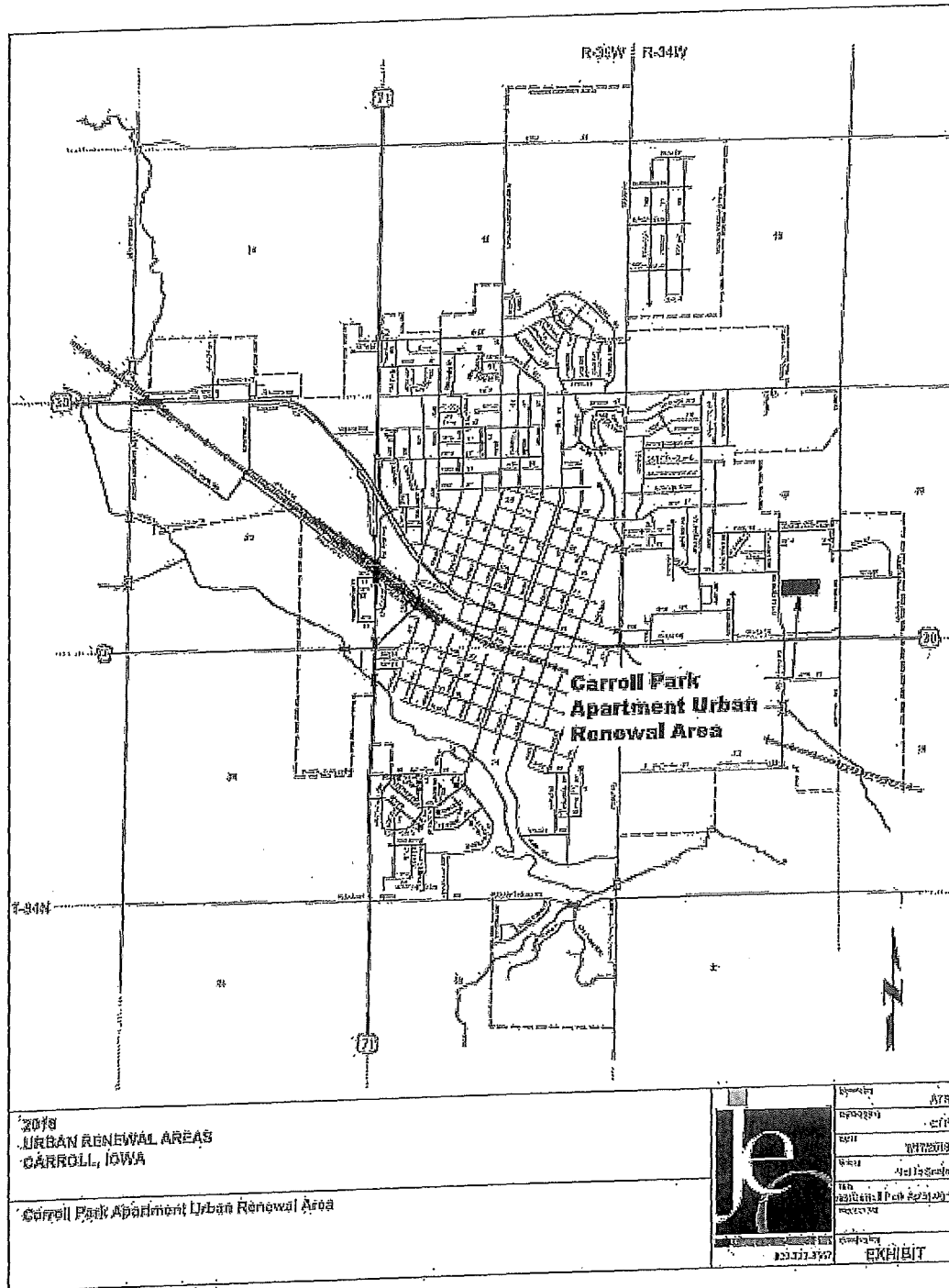
REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST  
QUARTER OF SAID SECTION 19; THENCE N00°27'59"W, ON THE EAST  
LINE OF SAID SOUTHEAST QUARTER, 935.42 FEET; THENCE  
S89°50'09"W ON THE NORTH LINE OF EAST BUSINESS PARK  
SUBDIVISION 552.83 FEET TO THE POINT OF BEGINNING; THENCE  
N00°15'35"W, 339.98 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**  
**MAP OF URBAN RENEWAL AREA**



**EXHIBIT C**  
**MAP OF AREA IN CONTEXT OF THE CITY**



2019  
 URBAN RENEWAL AREAS  
 CARROLL, IOWA

Carroll Park Apartment Urban Renewal Area

	APR 2019
	APR 2019
	APR 2019
	APR 2019
<b>EXHIBIT</b>	

01502007-1\10275-067

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)



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE CARROLL PARK APARTMENTS URBAN RENEWAL AREA, IN THE CITY OF CARROLL, COUNTY OF CARROLL, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CARROLL, COUNTY OF CARROLL, CARROLL COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE CARROLL PARK APARTMENTS URBAN RENEWAL AREA (**THE CARROLL PARK APARTMENTS URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Carroll, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. \_\_\_\_\_ passed and approved on the 27<sup>th</sup> day of August, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Carroll Park Apartments Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally 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.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Carroll, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Carroll, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Carroll, County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Carroll, State of Iowa, certifies to the Auditor of Carroll County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

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

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes

levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Carroll, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 2018

Read Second Time: \_\_\_\_\_, 2018

Read Third Time: \_\_\_\_\_, 2018

PASSED AND APPROVED: \_\_\_\_\_, 2018.

I, \_\_\_\_\_, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2018, signed by the Mayor on \_\_\_\_\_, 2018, and published in the Daily Times Herald on \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

01503307-1110275-067

# *City of Carroll*

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**JULY 31, 2018  
11:00AM  
CITY COUNCIL CHAMBERS  
CITY HALL, 112 E 5<sup>TH</sup> STREET  
CITY OF CARROLL  
CONSULTATION SESSION  
URBAN RENEWAL PLAN FOR THE  
CARROLL PARK APARTMENTS URBAN RENEWAL AREA**

No representatives from either Carroll County or the Carroll Community School District were present for the consultation.

No written comments were received.



Michel J. Pogge-Weaver, City Manager

PLANNING AND ZONING COMMISSION

MINUTES OF AUGUST 8, 2018

The Carroll Planning and Zoning Commission met in regular session on August 8, 2018, 5:16 PM, in the Farner Government Building, Mayor's Office. Present: John Horbach, Ron Juergens, Jean Ludwig, Katie McQueen, Dan Messerich, Jayne Pietig and Pat Venteicher. One Commissioner Position vacant. Absent: Pat Macke. Also present: Mike Pogge-Weaver, David Bruner, City Attorney and Greg Schreck, Building/Fire Safety Official. Commissioner McQueen presided.

\* \* \* \* \*

MOTION by Juergens, second by Horbach, to approve the minutes of the July 11, 2018 as mailed. All present voted aye. Absent: Macke. Motion carried.

\* \* \* \* \*

A request from the City Council asked that the Commission review the Urban Renewal Plan for Rolling Hills South Condominiums. The area to be developed contains 3.63 acres of land and is located between Highway 71 and Meadow Lane. The development will contain 6 duplex buildings for a total of 12 residential dwelling units. MOTION by Juergens, second by Venteicher to recommend to the City Council approval of the Urban Renewal Plan for Rolling Hills South Condominiums as being in conformity with the general plan for the development of the City at a whole. All present voted aye. Absent: Macke. Motion carried.

\* \* \* \* \*

A request from the City Council asked that the Commission review the Urban Renewal Plan for Carroll Park Apartments. The area to be developed contains 6.05 acres of land and is located immediately east of Bella Vista Drive and is approximately 550 feet west of Griffith Road. The development will contain 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. There are a total of 76 residential dwelling units proposed in the development. MOTION by Juergens, second by Venteicher to recommend to the City Council approval of the Urban Renewal Plan for Carroll Park Apartments as being in conformity with the general plan for the development of the City at a whole. All present voted aye. Absent: Macke. Motion carried.

\* \* \* \* \*

MOTION by Juergens, second by Messerich, to adjourn at 5:27 PM. All present voted Aye. Absent: Macke. Motion carried.

---

Katie McQueen, Vice-Chairperson

---

Michel J. Pogge-Weaver, City Manager

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

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

**DATE:** August 23, 2018

**SUBJECT:** Carroll Park Apartments Urban Renewal Plan – Development Agreement with Kenyon Hill Ridge LLC

- Public hearing on the proposal to enter into a Development Agreement with Kenyon Hill Ridge LLC
- Resolution approving and authorizing the execution of a Development Agreement by and between the City of Carroll and Kenyon Hill Ridge LLC

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.

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 Urban Renewal Plan specifies the maximum incentive will be the developer's certified cost of the public improvements or \$600,000.

The notice of public hearing was published on August 16, 2018 in the Daily Times Herald.

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

**STAFF RECOMMENDATIONS:** After public hearing, Council consideration and approval of the resolution adopting the Development Agreement with Kenyon Hill Ridge LLC



August 27, 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: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Carroll and Kenyon Hill Ridge, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLL AND KENYON HILL RIDGE, LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CARROLL AND KENYON HILL  
RIDGE, LLC

WHEREAS, by Resolution No. \_\_\_\_\_, adopted August 27, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 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 is on file 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 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder

is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in

substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 27<sup>th</sup> day of August, 2018.

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Mayor

ATTEST:

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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 Fall 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 Fall 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.

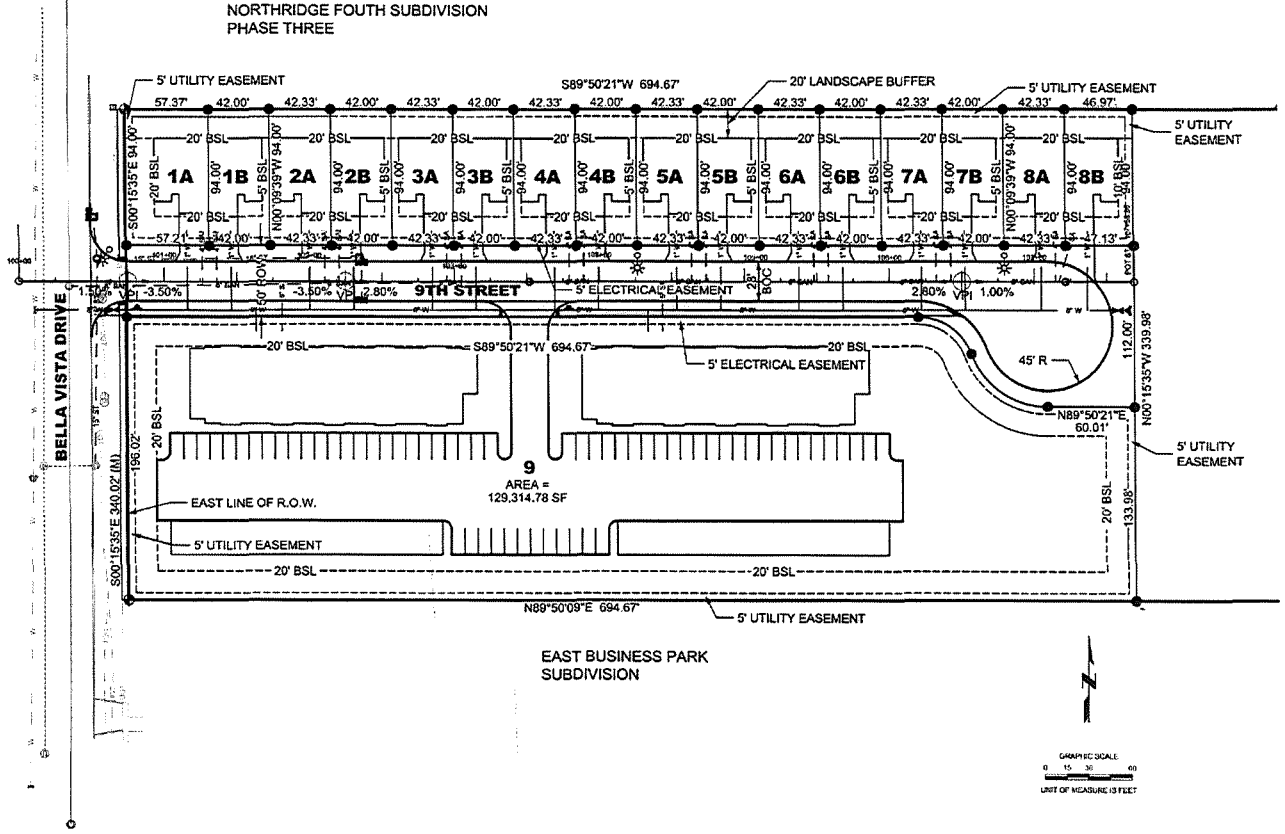
*See Exhibit B-1 for the preliminary site plans and preliminary building plans for the Project.*

EXHIBIT B-1

SITE PLANS AND BUILDING PLANS FOR DEVELOPMENT PROPERTY

As Shown, This Plan is Subject to the Existing Easements, Encroachments, and Other Interests of Record.

As Shown, This Plan is Subject to the Existing Easements, Encroachments, and Other Interests of Record.



2018  
CARROLL PARK  
APARTMENTS SUBDIVISION  
CARROLL, IOWA

PROPOSED SITE PLAN

- DATE: 10/20/20
- PROJECT: TRACORP
- DESIGNER: J.E. CARROLL
- PREPARED BY: J.E. CARROLL
- SCALE: AS SHOWN
- PROJECT NO.: 2018-001
- DATE OF ISSUE: 10/20/20
- BY: J.E. CARROLL
- CHECKED BY: J.E. CARROLL
- APPROVED BY: J.E. CARROLL

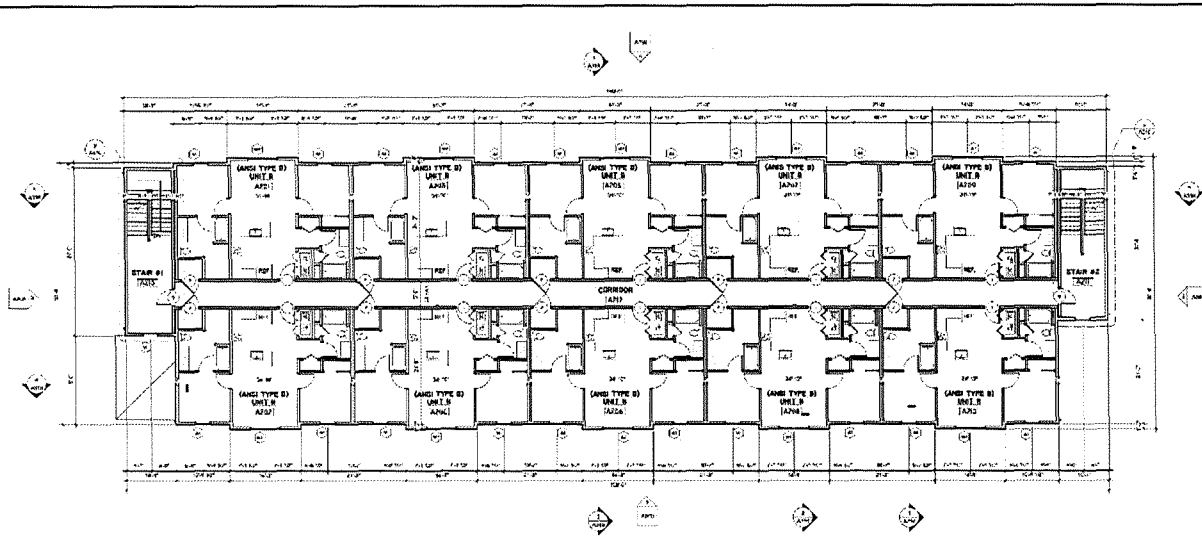
A.D.4

Exhibit B-2

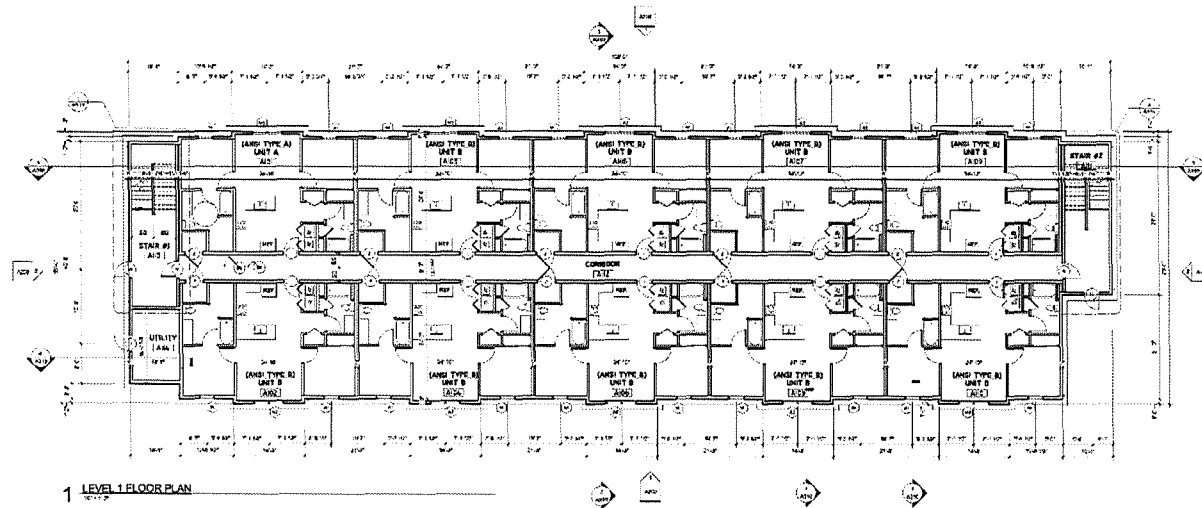
Execution Version



Exhibit B-3



2 LEVEL 2 FLOOR PLAN



1 LEVEL 1 FLOOR PLAN

PROJECT OF RECORD  
**FUSION**  
 ARCHITECTS, INC.  
 14500 148th Avenue NE  
 Suite 200  
 Redmond, WA 98073  
 (206) 881-1100  
 www.fusionarch.com

---

CONTRACT NO. \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_

---

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

---

TITLE: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_

---

FLOOR PLANS - LEVELS 1 & 2

---

SHEET NO. **A101**  
 NOT FOR CONSTRUCTION

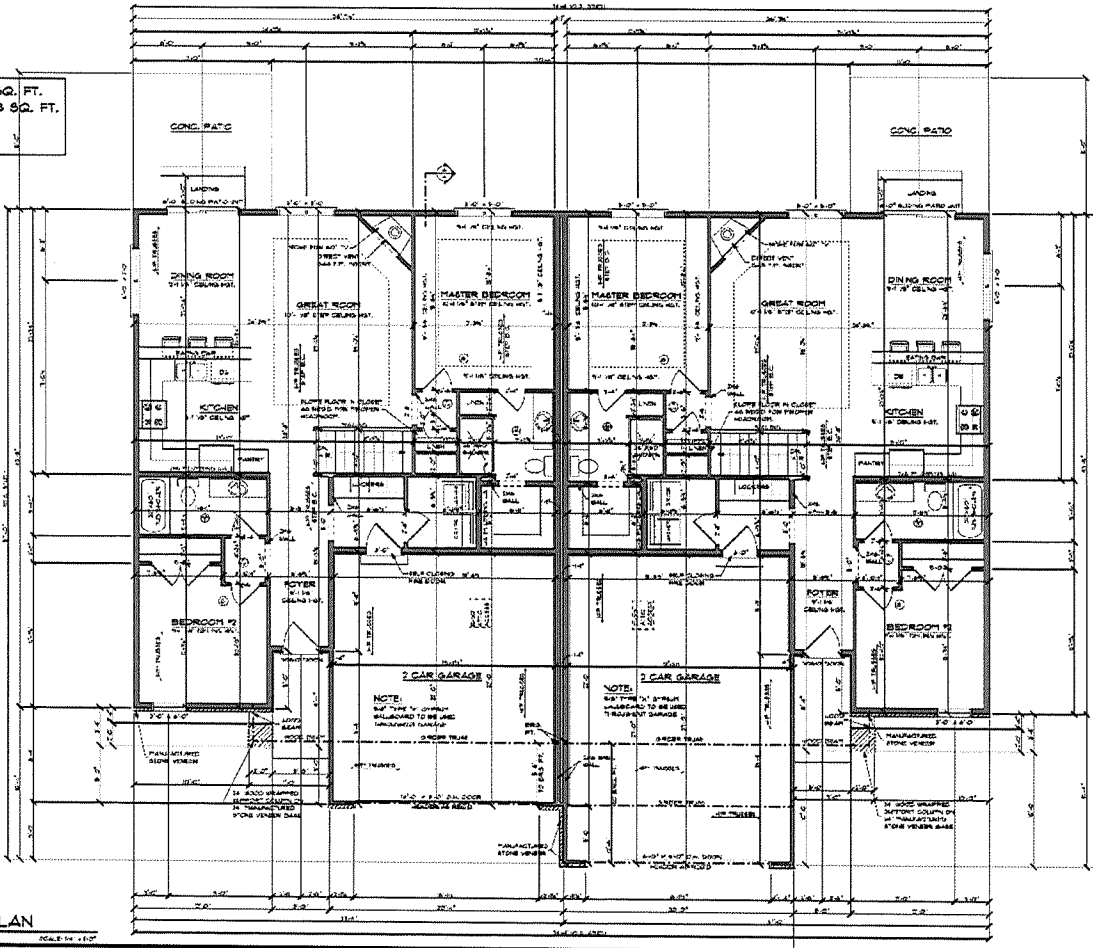
Exhibit B-4

Execution Version

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

- FRAMING NOTES**
1. ALL WALLS UNLESS OTHERWISE NOTED
  2. BRICK, 8" OR 12" UNLESS OTHERWISE NOTED
  3. CONCRETE FLOOR TO BE REINFORCED & FINISHED BY SUBCONTRACTOR
  4. ALL INTERIOR WALLS SHALL BE 1/2" G.C. UNLESS OTHERWISE NOTED
  5. "MODULAR" BRICKS TO BE USED UNLESS OTHERWISE NOTED BY ARCHITECT
  6. SEE PLUMBING WALLS AS NOTED

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



MAIN FLOOR: 1305 SQ. FT.  
2 CAR GARAGE: 545 SQ. FT.  
STOOP: 48 SQ. FT.  
TOTAL: 1898 SQ. FT.

**GENERAL NOTES**

1. CHECK FOR ALL DIMENSIONS UNLESS NOTED
2. ALL DIMENSIONS SHALL BE BY SCENE
3. THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE ALL PRODUCTS ELECTRICAL AND HVAC SUBCONTRACTORS TO VERIFY ALL DIMENSIONS AND TO MAKE SURE THAT ALL SYSTEMS AND MATERIALS ARE OPERATED PROPERLY
4. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT ANY DAMAGE TO THE EXISTING STRUCTURE
5. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION ONLY AND THAT THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND SELECTION OF ALL CONSTRUCTION MATERIALS
6. CHECK WITH SUBCONTRACTOR
7. CHECK WITH SUBCONTRACTOR
8. CHECK WITH SUBCONTRACTOR
9. CHECK WITH SUBCONTRACTOR
10. CHECK WITH SUBCONTRACTOR

PLEASE REFER TO ALL DIMENSIONS UNLESS OTHERWISE NOTED BY ARCHITECT. ALL DIMENSIONS SHALL BE BY SCENE. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND SELECTION OF ALL CONSTRUCTION MATERIALS.

MAIN FLOOR PLAN

NOTE: ALL DIMENSIONS UNLESS OTHERWISE NOTED BY ARCHITECT SHALL BE BY SCENE. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND SELECTION OF ALL CONSTRUCTION MATERIALS.



(319) 395-7900

WWW.AHMANNDESIGN.COM

DATE: 11/11/11  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN  
JOB NO. 11111111

3



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Exhibit B-5

Execution Version

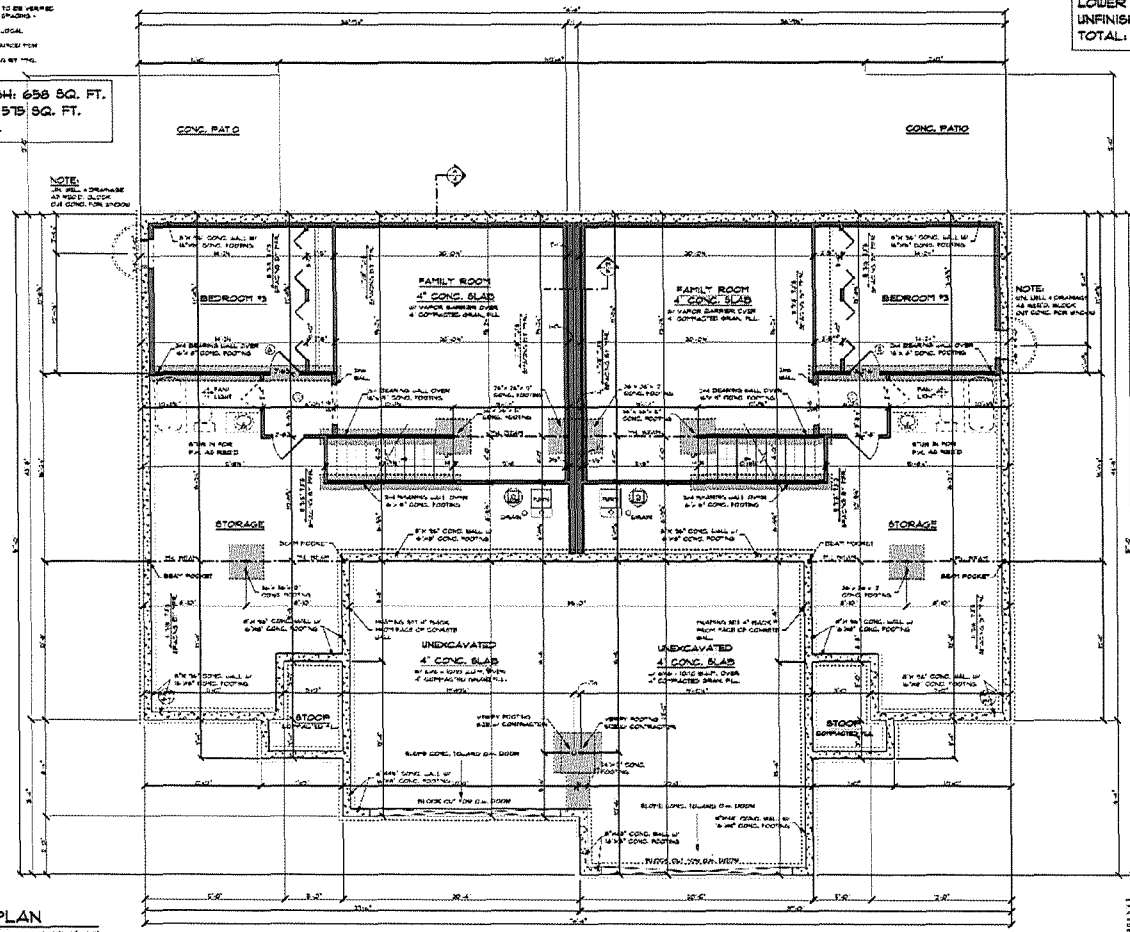


**FOUNDATION NOTES:**  
 1. FOUND. PLAN, SOIL BEHAVIOR, PRELIMINARY ASSUMED FOR FOUNDATION DESIGN. IF DIFFERENT CONDITIONS ARE ENCOUNTERED NOTIFY US IMMEDIATELY.  
 2. CONCRETE SHALL BE 3000 P.S.I. STRENGTH WITH 4% REINFORCING STEEL.  
 3. 1800 P.S.I. CONCRETE TYPICAL.  
 4. ALL TOP SURFACES NOT INDICATED ON DRAWINGS OR UNUSABLE SCS - OVER EXCAVATE AND EXTEND TO FINISH.  
 5. CONCRETE WALL, FOOTING & PAD SHALL BE 12" MINIMUM THICKNESS. REINFORCING AS SHOWN OR OTHERWISE.  
 6. VERIFY CONDITIONS FROM FOOTING TO LOCAL CODES, ROOMS AND SOIL CONDITIONS.  
 7. PROVIDE TUNNELS THROUGH AS REQUIRED FOR LOCAL CODES.  
 8. ACTUAL FLOOR JOIST LAYOUT & SPACING BY THE CONTRACTOR.

**PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION**

**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.**



**FOUNDATION PLAN**

**NOTE:**  
 ACCORDING TO THE CITY AND COUNTY ENGINEER'S MAP MUST BE ADJUSTED TO THE BEST OF AVAILABLE INFORMATION. VERIFY BY LOCAL BUILDING DEPARTMENT.

**AIMANN DESIGN INC.**  
 (319) 395-7900  
 WWW.AIMANNDESIGN.COM

**GENERAL NOTES:**  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERAL CONTRACTOR TO VERIFY THAT ALL PRODUCTS ARE LISTED BY THE PCA, RECOMMENDED BY THE LOCAL BUILDING DEPARTMENT AND TO VERIFY THAT THE NECESSARY PERMITS TO INSTALL ARE OBTAINED AND MAINTAINED THROUGHOUT THE PROJECT.  
 2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES, ELECTRICAL AND GAS SERVICE TO THE BUILDING TO BE INSTALLED AND TO MAKE SURE THAT ALL UTILITIES ARE PROTECTED AND OPERATING PROPERLY.  
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND TO MAKE SURE THAT ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES ARE CORRECT AND TO MAKE SURE THAT ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES ARE CORRECT AND TO MAKE SURE THAT ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES ARE CORRECT.  
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**DATE: 10-20-2008**

**4**

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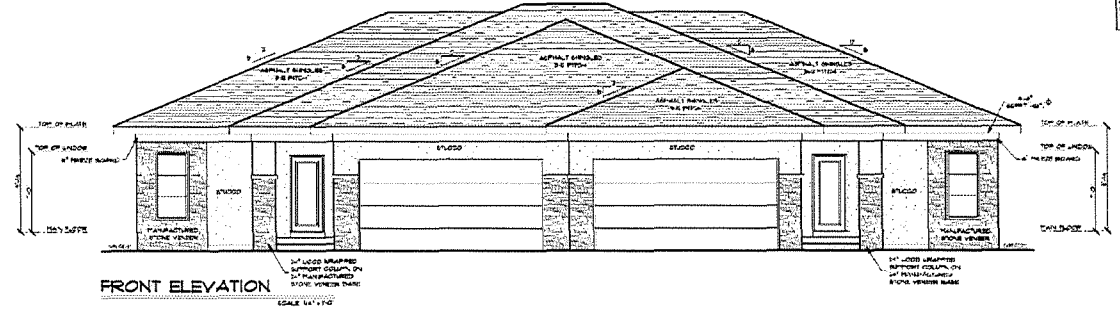
**Exhibit B-6**

**Execution Version**

**NOTES:**

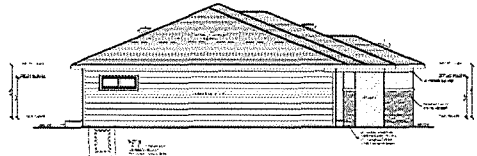
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL ROOF PITCHES ARE TO BE VERIFIED BY THE CONTRACTOR.
3. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
4. ALL FINISHES TO BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC).
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODES (IMC/IEC).
7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IPC/IMC).
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODES (IFSC).
9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING DEPARTMENT (IBD) CODES.
10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING DEPARTMENT (IBD) CODES.

**NOTE:**  
 ADDITIONS TO THE NOTING  
 SOME WINDOWS MAY NEED TO BE ADJUSTED  
 TO FIT THE EXISTING WALLS. REFER TO THE  
 ARCHITECT FOR DETAILS.

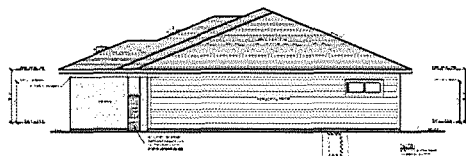


**FRONT ELEVATION**  
 SCALE: 1/4" = 1'-0"

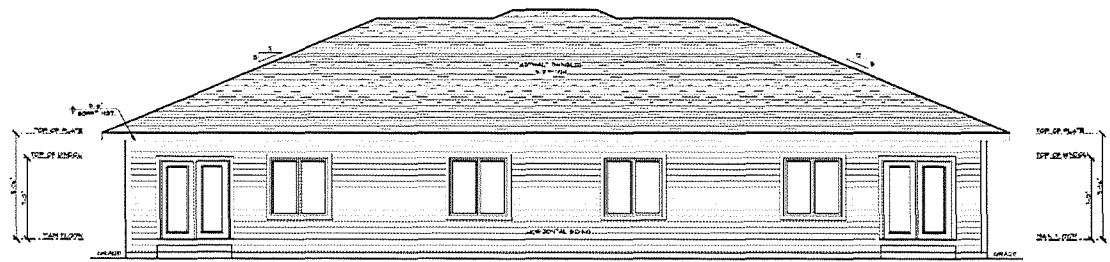
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



**LEFT ELEVATION**  
 SCALE: 1/4" = 1'-0"



**RIGHT ELEVATION**  
 SCALE: 1/4" = 1'-0"



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

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 FROM AHMANN HOPE PLANS INC.

**AHMANN  
 DESIGN INC.**  
 (319) 395-7960  
 WWW.AHMANNDESIGN.COM

DESIGN BY: J.H.
CONCEPT BY: J.H.
FINAL RELEASE
DATE: 10/10/04
JOB NO. 1401000

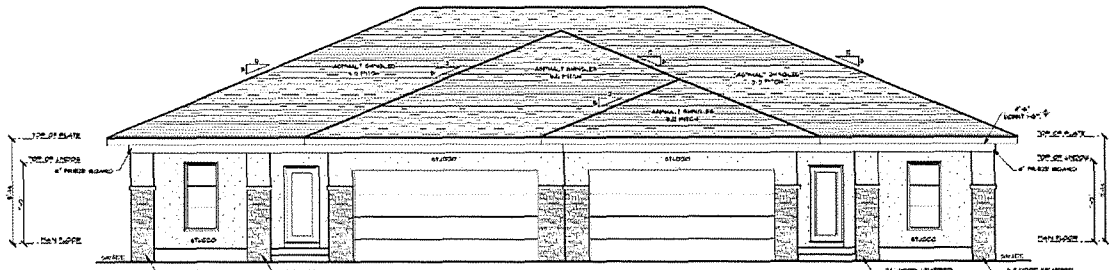
2

Exhibit B-7

Execution Version

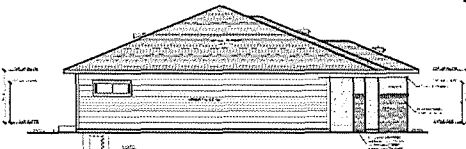
**MATERIALS LIST:**  
 1. ALL FINISHES TO BE APPROVED BY ARCHITECT.  
 2. SILLING, FLASHING, AND DRAINAGE TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.  
 3. ALL ROOFING TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.  
 4. ALL WINDOWS AND DOORS TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.  
 5. ALL EXTERIOR WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.  
 6. ALL EXTERIOR WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.  
 7. ALL EXTERIOR WALLS TO BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.  
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**NOTE:**  
 ALL FINISHES TO BE APPROVED BY ARCHITECT.  
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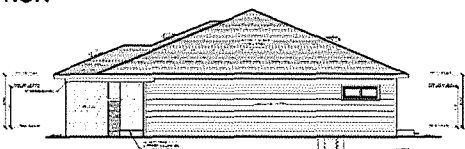


FRONT ELEVATION OPTION 'A'  
 SCALE: 1/4" = 1'-0"

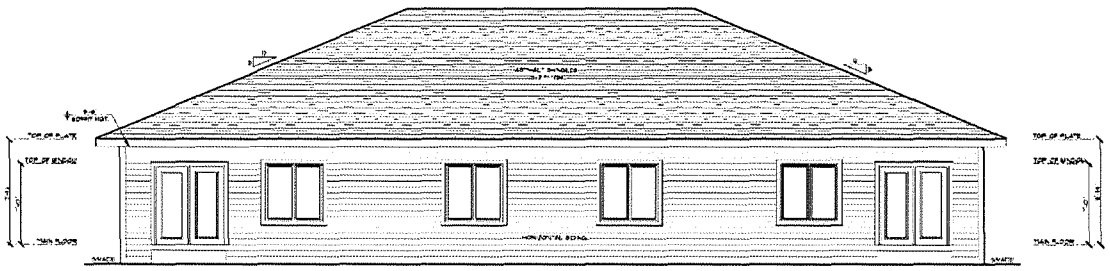
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



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



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



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

ALL FINISHES TO BE APPROVED BY ARCHITECT.  
 ALL FINISHES TO BE APPROVED BY ARCHITECT.  
 ALL FINISHES TO BE APPROVED BY ARCHITECT.

**AHMANN DESIGN INC.**  
 (314) 395-7900  
 WWW.AHMANNDESIGN.COM

DESIGN BY: J.P.
CHECKED BY: J.P.
DATE: 11/15/18
PROJECT: 18-010
SHEET NO. 6-0100

6

Exhibit B-8

Execution Version

**GENERAL NOTES:**

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2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND PROVIDING IT TO THE ARCHITECT.
4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEY DATA AND PROVIDING IT TO THE ARCHITECT.
5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY GEOTECHNICAL INFORMATION AND PROVIDING IT TO THE ARCHITECT.
6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL INFORMATION AND PROVIDING IT TO THE ARCHITECT.
7. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC PRESERVATION INFORMATION AND PROVIDING IT TO THE ARCHITECT.
8. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL RESOURCES INFORMATION AND PROVIDING IT TO THE ARCHITECT.
9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL RECORD INFORMATION AND PROVIDING IT TO THE ARCHITECT.
10. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT INFORMATION AND PROVIDING IT TO THE ARCHITECT.

**FINISHES:**

1. EXTERIOR WALLS: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
2. EXTERIOR WALLS: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
3. EXTERIOR WALLS: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
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**ROOFING:**

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**FLOORING:**

1. FLOORING: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
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10. FLOORING: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.

**CEILING:**

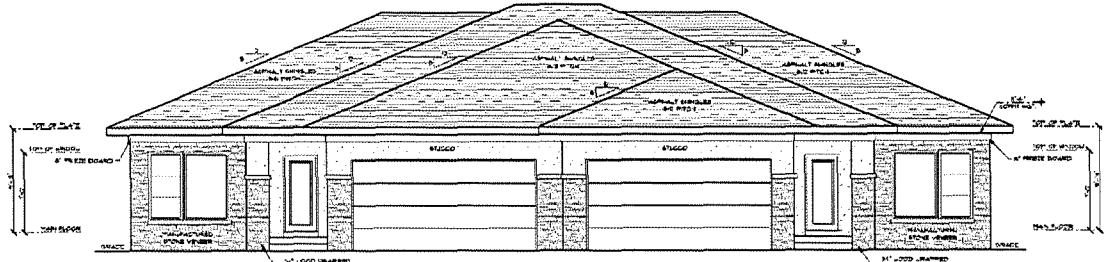
1. CEILING: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
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**DOORS:**

1. DOORS: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
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**WINDOWS:**

1. WINDOWS: 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
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FRONT ELEVATION OPTION 'B'  
SCALE 1/4" = 1'-0"

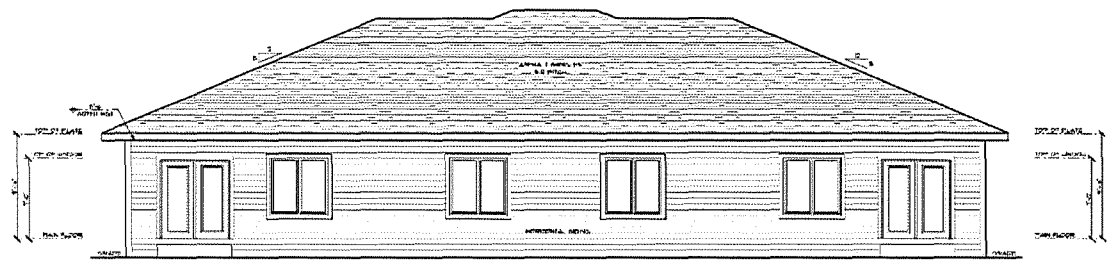
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



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



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



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

NOTE:  
ACCORDING TO THE LOCAL CODE,  
THIS DRAWING MAY VARY TO BE ACCURATE  
TO MEET ANY OF LOCAL REQUIREMENTS  
VERIFY WITH LOCAL BUILDING DEPARTMENT.

**AHMANN DESIGN INC.**  
(319) 305-7900  
WWW.AHMANNDESIGN.COM

DESIGNED BY: J.P.
CHECKED BY: J.P.
DATE: 10/1/2020
PROJECT: 2020-10-01
7

7

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Exhibit B-9

Execution Version

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").

<b>Qualified Costs and Expenses of Infrastructure Improvements</b>							
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							
<b>Total Cost per category</b>							

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 D-1

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 *MSPW*

**FROM:** Randall M. Krauel, Director of Public Works *RMK*

**DATE:** August 22, 2018

**SUBJECT:** Rolling Hills South Condominiums

- Sewage Treatment Agreement
- Water Supply Service Agreement

The Owner, Subdivider of Rolling Hills South Condominiums, 704 Development Corp., is preparing to apply to the Iowa Department of Natural Resources (DNR) for permission to construct watermain and sanitary sewer in the Subdivision. One of the requirements of the DNR is that the City accepts responsibility for providing potable water to the Subdivision and for the treatment of all wastes contributed by the Subdivision.

**RECOMMENDATION:** Mayor and City Council consideration and passage and approval of the Resolutions accepting the Water Supply Service Agreement and the Sewage Treatment Agreement for Rolling Hills South Condominiums.

RMK:ds

attachment

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN IOWA DEPARTMENT OF NATURAL RESOURCES SEWAGE TREATMENT AGREEMENT FOR ROLLING HILLS SOUTH CONDOMINIUMS.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, an Iowa Department of Natural Resources Sewage Treatment Agreement with 704 Development Corp. for Rolling Hills South Condominiums is attached hereto; and,

WHEREAS, it is determined that the approval of the Agreement is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the Agreement with 704 Development Corp. for sewage treatment for Rolling Hills South Condominiums is accepted and that the Mayor is authorized to execute the Agreement on behalf of the City of Carroll.

Passed and approved by the Carroll City Council this 27<sup>th</sup> day of August, 2018.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk



Iowa Department of Natural Resources  
Wastewater Section  
Construction Permit Application  
**Sewage Treatment Agreement**

**INSTRUCTIONS**

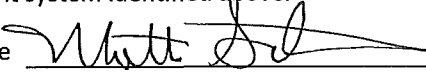
This agreement must be executed for all projects where construction and sewage treatment will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for sewage treatment already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

APPLICANT	ENGINEER
Owner: <u>704 Development Corp.</u>	Firm: <u>JEO Consulting Group, Inc.</u>
Address: <u>704 Highway 30, Carroll, Iowa 51401</u>	Address: <u>724 Simon Avenue, Carroll, Iowa 51401</u>
Representative: <u>Matt Greteman</u>	Project Officer: <u>Cody Forch, PE</u>
Phone Number: <u>712-792-2580</u>	Phone Number: <u>712-792-9711</u>
Project Identification: <u>Rolling Hills South Condominiums, Carroll, Iowa</u>	
Owner and System Receiving Wastes: <u>City of Carroll, Iowa</u>	

**CERTIFICATION**

I am the authorized representative of the owner identified above and state that the proposed sanitary sewage facilities shall be constructed in accordance with the plans and specifications and all wastes contributed by this project shall be discharged to the treatment system identified above.

Signature  Title: Pres Date 5-18-18

**AGREEMENT TO PROVIDE SEWAGE TREATMENT**

I am the authorized representative of the owner of the system identified above and state that the connection of the proposed sanitary sewage facilities identified above is approved by the owner, and that the owner accepts responsibility for providing adequate treatment of all wastes contributed by this project, in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall be construed in any way to affect any local ordinances, sewer service agreements, or fee systems entered into between the parties.

Name: Eric P. Jensen Title: Mayor

Signature \_\_\_\_\_ Date 08-27-18 Phone: 712-792-1000

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN IOWA DEPARTMENT OF NATURAL RESOURCES WATER SUPPLY SERVICE AGREEMENT FOR ROLLING HILLS SOUTH CONDOMINIUMS.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, an Iowa Department of Natural Resources Water Supply Service Agreement with 704 Development Corp. for Rolling Hills South Condominiums is attached hereto; and,

WHEREAS, it is determined that the approval of the Agreement is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the Agreement with 704 Development Corp. for water supply service for Rolling Hills South Condominiums is accepted and that the Mayor is authorized to execute the Agreement on behalf of the City of Carroll.

Passed and approved by the Carroll City Council this 27<sup>th</sup> day of August, 2018.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk



**IOWA DEPARTMENT OF NATURAL RESOURCES  
WATER SUPPLY ENGINEERING SECTION  
CONSTRUCTION PERMIT APPLICATION  
Water Service Agreement**

**INSTRUCTIONS**

This agreement must be executed for all projects where construction and water supply will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for water services already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

**PROJECT IDENTIFICATION:** Rolling Hills South Condominiums, Carroll, Iowa

**APPLICANT**

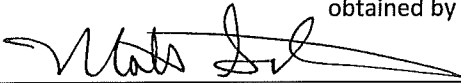
Owner: 704 Development Corp.  
Address: 704 W. Highway 30, Carroll, IA 51401  
Representative: Matt Greteman  
Telephone: 712-792-2580  
E-mail address: matt@greteman.com

**ENGINEER**

Firm: JEO Consulting Group, Inc.  
Address: 724 Simon Avenue Carroll, IA 51401  
Project Officer: Cody Forch, PE  
Telephone: 712-792-9711  
E-mail address: cforch@jeo.com

**CERTIFICATION**

I am the authorized representative of the **Applicant** identified above and state that all water distributed by this project shall be obtained by the system identified below.

Signature:  Date: 5/18/18  
Title: Pres.

**SYSTEM SUPPLYING WATER:**

PWS Name: Carroll Municipal Water Supply  
Address: 700 S Grant Rd  
City, State, Zip: Carroll, IA 51401  
PWSID: 1415072

**AGREEMENT TO PROVIDE WATER**

I am the authorized representative of the **Owner** of the water system identified above and state that the connection of the proposed water distribution system also identified above is approved by the owner, and that the owner accepts responsibility for providing potable water required by this project in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall not be construed in any way to affect any local ordinances, water service agreements, or fee systems entered into between the parties.

Signature: \_\_\_\_\_ Date: 08-27-18  
Title: Mayor  
Typed or Printed Name: Eric P. Jensen Phone: 712-792-1000

# 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 *MSP-w*

**FROM:** Randall M. Krauel, Director of Public Works *RMK*

**DATE:** August 27, 2018

**SUBJECT:** Policy No. 0107.1 Title VI Non-Discrimination

Title VI of the Civil Rights Act of 1964 substantially states that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. It is a fundamental piece of legislation that forms the basis for subsequent laws, executive orders and regulations designed to prohibit discrimination.

Federal financial assistance includes grants or loans of Federal funds, Federal property and the detail of Federal personnel. If any local government receives Federal financial assistance, either directly from a Federal agency or indirectly through a State agency, it is considered a recipient, and must comply with Title VI and related non-discrimination requirements in all services, programs and activities regardless of whether those programs and activities are Federally funded or not.

The Iowa DOT requires that all sub-recipients of Federal funds provide documentation of assurances of non-discrimination compliance.

Attached is a proposed revision to Policy No. 0107.1 Title VI Non-Discrimination. It includes a current non-discrimination policy statement and the following DOT documentation as attachments.

Title VI Non-Discrimination Agreement

Iowa Department of Transportation and City of Carroll, Iowa.

Title VI Non-discrimination Policy Statement

The United States Department of Transportation (USDOT)

Standard Title VI/Non-discrimination Assurances

DOT Order No. 1050.2A

The requirements of non-discrimination are extensive and detailed in the documents.

**RECOMMENDATION:** Mayor and City Council consideration and passage and approval of the Resolution approving the revised Policy No. 0107.1 Title VI Non-Discrimination.

RMK:ds

attachments (2)



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING REVISED POLICY NO. 0107.1 TITLE VI NON-DISCRIMINATION.

WHEREAS, Title VI of the Civil Rights Act of 1964 and subsequent laws, executive orders and regulations are designed to prohibit discrimination; and,

WHEREAS, Policy No. 0107.1 was adopted on March 25, 2013, to incorporate requirements of non-discrimination into City Policies and Procedures; and,

WHEREAS, revised Policy No. 0107.1, dated August 27, 2018, has been developed to incorporate current requirements of non-discrimination into City Policies and Procedures; and,

WHEREAS, it is determined that approval of revised Policy No. 0107.1 is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOVED by the City Council of the City of Carroll, Iowa, that revised Policy No. 0107.1 is approved.

Passed and approved by the Carroll City Council this 27<sup>th</sup> day of August, 2018.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

# CITY OF CARROLL

## POLICIES AND PROCEDURES MANUAL

<b>Subject</b> Title VI Non-Discrimination	<b>Policy No.</b> 0107.1
<b>Responsible Division(s), Office(s)</b> All Departments	<b>Related Policies &amp; Procedures</b> 0107
<b>Effective/Revision Date</b> 03-25-13, 08-27-18	<b>Approval(s)</b> Mike Pogge-Weaver

It is the policy of the City of Carroll to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act 1964, The Federal-Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Acts of 1975, Civil Rights Restoration Act of 1987, Americans with Disabilities Act of 1990 (ADA), Title VIII of the Civil Rights Act 1968, Executive Order 12898 (Environmental Justice in minority and low income populations), and Executive Order 13166 (Limited English Proficiency).

To this end, the City of Carroll assures that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Carroll service, program, activity regardless of whether those programs and activities are Federally funded or not.

The City also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. In addition, the City will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency. The City will, where necessary and appropriate, revise, update, and incorporate non-discrimination requirements into appropriate manuals, directives, and regulations.

The following are adopted and attached hereto.

Title VI Non-Discrimination Agreement  
Iowa Department of Transportation and City of Carroll, Iowa

Title VI Non-discrimination Policy Statement

United States Department of Transportation (USDOT)  
Standard Title VI/Non-discrimination Assurances  
DOT Order No. 1050.2A

**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**City of Carroll, Iowa**

**Agency Information**

Name and title of administrative head:

Name: Mike Poge-Weaver Title: City Manager

Address: 112 E. 5th Street

City: Carroll State: IA ZIP Code: 51401 County: Carroll

Phone/FAX: 712-792-1000/792-0139 Email: mpoggeweaver@cityofcarroll.com

Name and title of designated Title VI coordinator:

Name: Mike Pogge-Weaver Title: City Manager

Address: 112 E. 5th Street

City: Carroll State: IA ZIP Code: 51401 County: Carroll

Phone/FAX: 712-792-1000/792-0139 Email: mpoggeweaver@cityofcarroll.com

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, City of Carroll, Iowa  
has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.

- (a) The alleged act of discrimination.
- (b) Date when the person(s) became aware of the alleged discrimination
- (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.

- a) The complainant's name and address, or other means by which the complainant may be contacted.
- b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
- c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
- d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
- e) Apparent merit of the complaint.
- f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
[dot.civilrights@lowadot.us](mailto:dot.civilrights@lowadot.us)

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
  - a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
  
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
  - a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
  
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
  - a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
  - a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
  - a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**CITY OF CARROLL, IOWA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Eric P. Jensen, Mayor

\_\_\_\_\_  
Printed Name and Title

August 27, 2018

\_\_\_\_\_  
Date



## Title VI Non-discrimination Policy Statement

The \_\_\_\_\_ City of Carroll, Iowa \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ Mike Pogge-Weaver, City Manager \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

\_\_\_\_\_  
Signature

Eric P. Jensen, Mayor

\_\_\_\_\_  
Printed Name and Title

August 27, 2018

\_\_\_\_\_  
Date

## The United States Department of Transportation (USDOT)

### Standard Title VI/Non-Discrimination Assurances

#### DOT Order No. 1050.2A

The City of Carroll, Iowa (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The City of Carroll, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Carroll, Iowa also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Carroll, Iowa gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Carroll, Iowa

*(Name of Recipient)*

by \_\_\_\_\_

*(Signature of Authorized Official)*

DATED August 27, 2018

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the City of Carroll, Iowa will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Carroll, Iowa all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto City of Carroll, Iowa and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Carroll, Iowa, its successors and assigns.

The City of Carroll, Iowa, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the City of Carroll, Iowa will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Carroll, Iowa pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Carroll, Iowa will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Carroll, Iowa will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Carroll, Iowa and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by City of Carroll, Iowa pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Carroll, Iowa will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Carroll, Iowa will there upon revert to and vest in and become the absolute property of City of Carroll, Iowa and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

# 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 *MSP-w*  
**FROM:** Jack Wardell, Director of Parks and Recreation *JW*  
**DATE:** August 23, 2018  
**SUBJECT:** **Memo to Council** - Plans, Specifications, Form of Contract and Estimate of Cost – Northwest Park Pickleball Court Complex

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 revised Northwest Pickleball Court Complex - 2018 project have been filed by FEH Design. The Plans, Specification, Form of Contract and Opinion of Cost are generally described as follows:

## **PLANS**

The plans detail the new construction in the fenced in area, currently two tennis courts, of six post-tension concrete pickleball courts.

## **SPECIFICATIONS**

The specifications further detail the construction of the planned improvements.

## **FORM OF CONTRACT**

The standard form of contract is the AIA Document A101.

## **OPINION OF COST**

The opinion of cost provided by FEH Design for the Pickleball Court Complex is \$281,711.00.

**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 Opinion of Cost for the Pickleball Court Complex.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND OPINION OF COST FOR THE NORTHWEST PARK PICKLEBALL COURT COMPLEX PROJECT - 2018**

WHEREAS, Plans, Specifications, Form of Contract and Opinion of Cost prepared by FEH Design were filed for the construction of public improvements described in general as Northwest Park Pickleball Court Complex - 2018 project; and,

WHEREAS, notice of public hearing on the Plans, Specifications, Form of Contract and Opinion 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 Opinion of Cost are hereby adopted as the Plans, Specifications, Form of Contract and Opinion of Cost for said public improvements, as described in the preamble of this Resolution.

Passed and approved by the Carroll City Council this 27<sup>th</sup> day of August, 2018.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_

Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

# 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 

**DATE:** August 23, 2018

**SUBJECT:** Discussion: Lincoln Highway Suites (Former Morrison Apartments) tax abatement request

Chad Kanne, Matt Wendl, and Adam Schweers are in the process of redeveloping Morrison Apartments to be called Lincoln Highway Suites. As part of the redevelopment, the project calls for renovations to the exterior façade and the interior spaces. This includes, but not limited to, new appliances, new roof, new windows, new doors, and refaced/repaint the exterior facade.

Today there are 20 apartment units in the building. The proposal would be for market rate rents ranging from \$450 per month for a studio unit to \$600 per month for a 2-bedroom apartment.

## Requested Incentives

The developer is requesting that the City establish an urban revitalization district in order to offer tax abatement for the project. Specifically, the developer is requesting the City provide a 10-year 100% abatement on the increased value of the renovated building.

Tax abatement provides a temporary reduction in property taxes over a specified period of time on the portion of assessed value added by new construction, or improvements to an existing structure. In an Urban Revitalization District, a City can provide a tax abatement related to multi-residential improvements of up to 100% of the value added by qualified improvements for up to 10 years. The City would identify the specific property, which must include a minimum of two parcels, that would be part of the Urban Revitalization District.

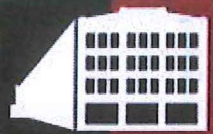
## Considerations

This will be the City's first Urban Revitalization District and there will be a number of items that will need to be considered before approving such a district. The two main items that the Council should consider are:

1. What level of incentive, if any, would the Council like to provide for this type of development.
2. What parcels should be included in a potential Urban Revitalization District. A minimum of two parcels must be include in the district. The Council may include other areas that could potentially use this incentive. Some examples include other similarly situated underutilized multi-residential properties and multi-story commercial buildings where the upper floors are underutilized and could be converted into a residential use.

As the plan is developed there will be additional items that staff may need guidance from the Council but these two items will provide a good start in the development of an Urban Revitalization Plan. The Council should also be aware that it will cost the City between \$5,000 to \$10,000 to cover legal fees, legal notices, and associated postage costs in order to create an Urban Revitalization District.

**RECOMMENDATION:** Mayor and City Council discuss the requested incentive and provide direction to staff on how to proceed.



From: Court Street LLC

To: City of Carroll

Re: Tax Abatement Request

Carroll Mayor, City Council and Manager Pogge-Weaver,

We are writing to respectfully request you consider our apartment redevelopment property at 117 East 6<sup>th</sup> Street for a 10 year tax abatement to assist us with building more stability into our plans to totally update the building over the next couple years.

The property formerly known as Morrison Apartments located to the East of Walgreens and West of the Museum on US Hwy 30 has been in despair and sorely managed for a number of years. The unit currently has only 9 of the 20 units occupied.

Our vision for the property is to replace all the windows/doors with commercial, reface and repaint the exterior of the building and then renovate and improve all the interior units and common spaces. This includes a new roof and appliances. We have included a rendering of what the exterior will look like looking at the West side from Walgreens and South Side from US 30.

These units will remain market rent with rents ranging from \$450 per month for a Studio to \$600 per month for 2 bedroom which we believe will accommodate the wages of our regions workforce as well as those older folks looking to downsize. We have active local property management and maintenance in place as well.

We have built the current property tax cost into our business plan and hope to gain abatement on any of the improvements for 10 years in order to allow us to make all the renovations we would like to see in a more timely fashion. Doing so will more quickly improve the appearance of the building for the citizens of Carroll as well as help us renovate the units appropriately to get them back into the market.

We have done considerable renovations to Court Street Plaza at 514 N. Court Street and would be happy to walk anyone through that property as well. While it did not receive tax abatement it does provide you an accurate vision of what we see possible at this new property.

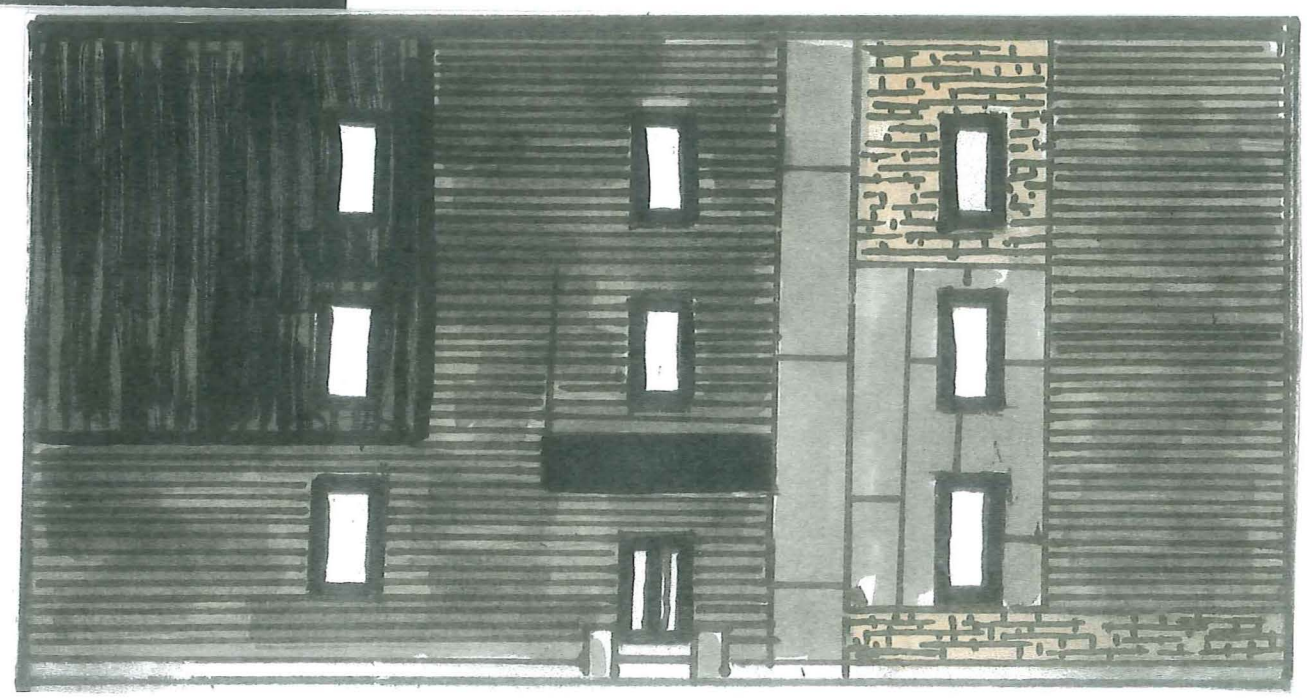
Thank you again for your consideration,

Chad Kanne, Matt Wendl & Adam Schweers



MORRISON  
BLDG

- VERTICAL SIDE — BLACK
- HORIZONTAL — T-TONE
- EFFIS — WICKERTONE
- BRICK — DESERT TONE



# City of Carroll

112 E. 5th Street

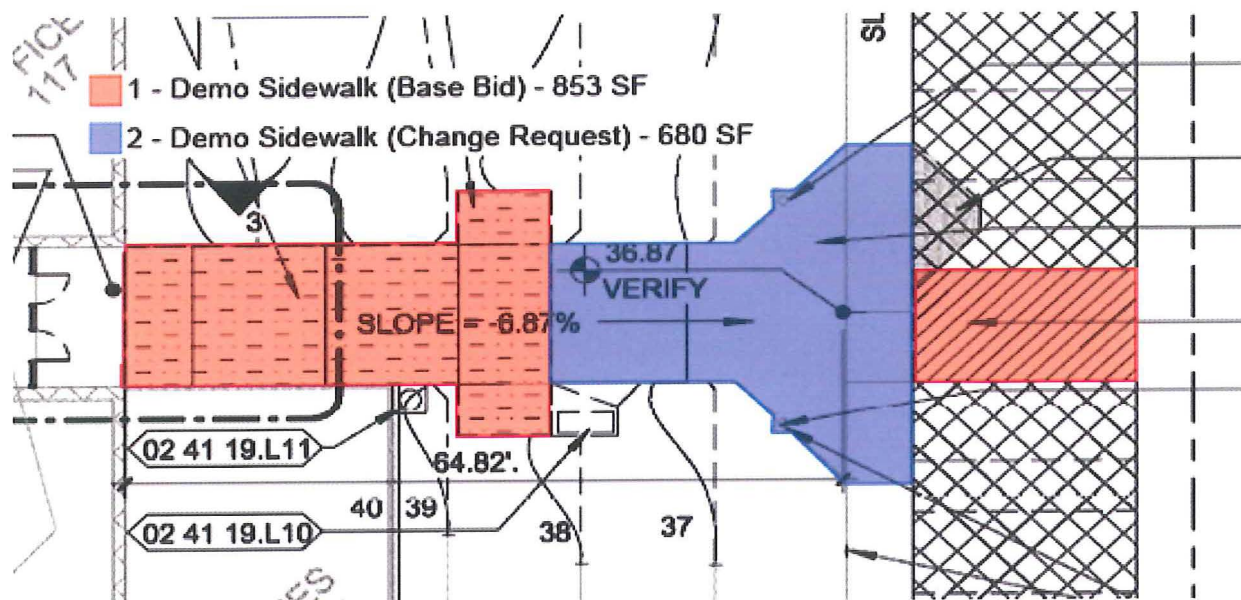
Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSPW*  
**FROM:** Jack Wardell, Director of Parks and Recreation *JW*  
**DATE:** August 23, 2018  
**SUBJECT:** Memo to Council – ADA Upgrades - Westside Entrance Carroll Recreation Center - Change Order #1

The original design of the West Side Entrance to the Carroll Recreation Center had approximately 680 sf (blue shaded area) staying when both sides of this area would have new concrete. This was bid this way to control costs. However after further staff consideration the recommendation would be to construct the entire area with new concrete. Below is a diagram of the change order request:



Original Contract Cost	\$54,500.00
Change Order #1	<u>\$11,265.00</u>
Original Contract Cost with Change Order #1	\$65,765.00

**RECOMMENDATION:** For the Mayor and City Council consideration and approval of Change Order # 1 for \$11,265.00 bringing the total cost of the project to \$65,765.00



# City of Carroll

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Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSP-W*

**FROM:** Jack Wardell, Director of Parks and Recreation *JW*

**DATE:** August 23, 2018

**SUBJECT:** Memo to City Council - Proposed Recreation Center Rates

At the March 22, 2018 Parks, Recreation and Cultural board meeting the board recommended that the City Council consider raising rates at the Carroll Recreation Center. No percentage or particular amount was suggested by the board but an increase was recommended.

The current rates are as follows:

## YEARLY MEMBERSHIP (updated - July 2016)

Current:		Proposed:		PAMP
Family	\$421.00	Family	\$453.00	\$37.75
Single Parent	\$371.00	Single Parent	\$399.00	\$33.25
Adult	\$211.00	Adult	\$228.00	\$19.00
College Student	\$180.00	College Student	\$204.00	\$17.00
Youth	\$146.00	Youth	\$156.00	\$13.00
Senior	\$189.00	Senior	\$204.00	\$17.00
Senior Couple	\$335.00	Senior Couple	\$360.00	\$30.00
		24 Hours Access	10.00 month/person	
			additional to yearly membership	

## MONTHLY MEMBERSHIP (updated - July 2016)

Current:		Proposed:	
Family	\$47.50	Family	\$50.00
Single Parent	\$45.00	Single Parent	\$47.00
Adult	\$29.00	Adult	\$31.00
College Student	\$27.00	College Student	\$29.00
Youth	\$21.00	Youth	\$23.00

Senior \$27.00  
Senior Couple \$43.00

Senior \$29.00  
Senior Couple \$45.00

### **24 HOUR ACCESS TO FITNESS ROOM**

Current and past Recreation Center members have wanted and asked for an option to have 24 hours access to the fitness room. The following information has been requested and a summary follows

	<u>Camera System</u>	<u>Access Control</u>	<u>Total</u>
Midwest Alarm Fire & Security Sioux City, Iowa	\$15,217.00	\$14,696.00	\$29,913.00
Drees Co Carroll, Iowa	\$13,008.00	\$12,529.00	\$25,537.00
Feld Security Carroll, Iowa	\$11,450.00	\$14,260.00	\$25,710.00

Camera System	11 dome cameras 3 - 180 degree cameras
Door Access System	4 door access system 1000 cards Web access control Door Locks

**RECOMMENDATION:** For the Mayor and City Council's consideration and approval of the attached ordinance for Carroll Recreation Center Membership rates recommended.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY OF CARROLL'S RECREATION CENTER  
FEES AND CHARGES

BE IT enacted by the City Council of the City of Carroll, Iowa;

SECTION 1. The City of Carroll, Iowa, amends the Recreation Center fees and charges as follows:

**CARROLL RECREATION CENTER**

Annual Family	\$453.00
Annual Single Parent	\$399.00
Annual Adult	\$228.00
Annual College Student	\$204.00
Annual Youth	\$156.00
Annual Senior	\$204.00
Annual Senior Couple	\$360.00
24 Hour Access	\$120.00

Monthly Family	\$50.00
Monthly Single Parent	\$47.00
Monthly Adult	\$31.00
Monthly College Student	\$29.00
Monthly Youth	\$23.00
Monthly Senior	\$29.00
Monthly Senior Couple	\$45.00

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provisions of 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 not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and Members of the City Council

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

**DATE:** August 22, 2018

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) – **August 20, 2018**
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) –
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) – **August 8, 2018**
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) – **August 13, 2018**
5. Parks, Recreation & Cultural Advisory Board (meets 3<sup>rd</sup> Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) – **August 14, 2018**
7. Historical Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

## Library Board Minutes

August 20, 2018

The Carroll Board of Trustees met in the Mayor's Conference Room of City Hall. Trustees present were: Jacob Fiscus, Tom Louis, Summer Parrott, Sondra Rierson, Carol Shields, Kyle Ulveling, Ralph von Qualen, and Director Rachel Van Erdewyk. Trustees absent were: Janet Auge and Paul Reicks. Also present was City Councilman LaVern Dirx.

Rierson called the meeting to order at 5:15. It was moved by Fiscus and seconded by Ulveling to approve the agenda. All voted aye. Absent: Auge and Reicks. It was moved by Shields and seconded by Ulveling to approve the minutes of the July meeting. All voted aye. Absent: Auge and Reicks. It was moved by Louis and seconded by Parrott to approve the bills. All voted aye. Absent: Auge and Reicks.

Director's report: Children's programming continued with Rookie Readers, Diane's Read-Aloud, Pet Readers, Summer Storytimes, and outreach events. Summer Reading shows, and program attendance, included Drum Safari (386) and Macaroni Soup (310). Total program attendance for the Summer Reading shows was 2,072. Carroll Summer Fun Camp came to the library for special storytimes with Miss Diane and Ashley Collins, with the Science Booster Club of western Iowa, came on a Saturday to do a family science activity with 30 participants. The library had its first Adopt a Book Night program, hosted with Availa Bank and New Opportunities, with 47 participants. Regular meetings included Crafty Library Ladies, Teen Advisory, Poetry Group, and Yu-Gi-oh! Duel Club. Total regular program attendance was 1,656. Monthly door count was 9,104. Total resources utilized was 25, 537.

Old Business: Discussion on the Library/City Hall project.

New Business: Discussion item: Due to a page leaving for college and a page position not filled from an earlier resignation, Van Erdewyk will be looking into merging two page positions into one position of part-time library assistant/part-time page. Action item: Reviewing ADA checklist for library recertification. It was moved by Parrott and seconded by Fiscus to table action until October so Van Erdewyk can contact OPN and the State Library about the ADA certification. All voted aye. Absent: Auge and Reicks. Action item: Tentative closing dates for the library move. It was moved by Ulveling and seconded by Louis to approve the recommendation of closing the library on Friday, September 14<sup>th</sup> (as City Hall will be moving that day) to Saturday, September 29<sup>th</sup>, and reopening at the new location on Monday, October 1<sup>st</sup>, with permission for Van Erdewyk to make changes to close dates as needed. All voted aye. Absent: Auge and Reicks.

It was moved by Fiscus and seconded by Ulveling to adjourn. All voted aye. Absent: Auge and Reicks. Meeting adjourned at 5:57. Due to the move, next regular meeting will be October 15, 2018 at Region 12 Training Room.

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Sondra Rierson—President

Judy Behm—Recording Secretary

PLANNING AND ZONING COMMISSION

MINUTES OF AUGUST 8, 2018

The Carroll Planning and Zoning Commission met in regular session on August 8, 2018, 5:16 PM, in the Farner Government Building, Mayor's Office. Present: John Horbach, Ron Juergens, Jean Ludwig, Katie McQueen, Dan Messerich, Jayne Pietig and Pat Venteicher. One Commissioner Position vacant. Absent: Pat Macke. Also present: Mike Pogge-Weaver, David Bruner, City Attorney and Greg Schreck, Building/Fire Safety Official. Commissioner McQueen presided.

\*\*\*\*\*

MOTION by Juergens, second by Horbach, to approve the minutes of the July 11, 2018 as mailed. All present voted aye. Absent: Macke. Motion carried.

\*\*\*\*\*

A request from the City Council asked that the Commission review the Urban Renewal Plan for Rolling Hills South Condominiums. The area to be developed contains 3.63 acres of land and is located between Highway 71 and Meadow Lane. The development will contain 6 duplex buildings for a total of 12 residential dwelling units. MOTION by Juergens, second by Venteicher to recommend to the City Council approval of the Urban Renewal Plan for Rolling Hills South Condominiums as being in conformity with the general plan for the development of the City at a whole. All present voted aye. Absent: Macke. Motion carried.

\*\*\*\*\*

A request from the City Council asked that the Commission review the Urban Renewal Plan for Carroll Park Apartments. The area to be developed contains 6.05 acres of land and is located immediately east of Bella Vista Drive and is approximately 550 feet west of Griffith Road. The development will contain 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. There are a total of 76 residential dwelling units proposed in the development. MOTION by Juergens, second by Venteicher to recommend to the City Council approval of the Urban Renewal Plan for Carroll Park Apartments as being in conformity with the general plan for the development of the City at a whole. All present voted aye. Absent: Macke. Motion carried.

\*\*\*\*\*

MOTION by Juergens, second by Messerich, to adjourn at 5:27 PM. All present voted Aye. Absent: Macke. Motion carried.

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Katie McQueen, Vice-Chairperson

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Michel J. Pogge-Weaver, City Manager

DRAFT

## **CARROLL AIRPORT COMMISSION**

### **Regular Meeting**

The regular meeting of the Carroll Airport Commission was held on Monday, August 13, 2018, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mike Pogge-Weaver, city manager, Randy Krauel, city engineer, Mr. Pete Crawford, airport engineer and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

#### **MINUTES**

The minutes of the previous meeting were reviewed by the Commission. A motion by Comm. Vincent and seconded by Comm. Wittrock was made to approve the minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

#### **DANNER GRAIN LEG LITIGATION**

Comm. Siemann reported there is no decision from the court of appeals at this time.

#### **AIRPORT SIGN**

The local company that is working on a design will have specs very soon. The Commission would like to have the sign in place by the Flight Breakfast. Mr. Crawford reported the grant from the State was approved. This is a 50/50 grant agreement. Mr. Crawford will have the paper work at the next meeting.

#### **ENTRANCE DRIVE PROJECT**

The seeding sub-contractor for the entrance drive project will have to reseed some the areas because of weeds and the dry weather after seeding. Wicks Construction replaced the cracked sidewalk concrete. After the seeding is approved Mr. Crawford will close out the project. Mike Schultes Construction seal coated the sidewalk and a seconded coat should be applied next spring. There was discussion to cement a small area of grass north of the terminal building.



#### **FARM LAND**

Comm. Vincent is working on the set back acres that can be used for crops. The State requires a certain amount of set back from the runway. He is also looking into alternative low crops.

#### **BILLION DOLLAR FUND**

Mr. Crawford reported there is a new Federal Billion Dollar Fund that just came out. The Carroll Airport meets the requirements for application for this fund. This is a 100% funded program for approved projects. Several projects were discussed. The next AIP project would be replacing the runway lights with LED lighting. A motion by Comm. Siemann and seconded by Comm. Fulton was made to apply for LED lighting for the runway. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. This application could include the approach lighting and underground wiring. Mr. Crawford said more than one project could be submitted. Chairman Hutcheson suggested to update the layout plan. An updated layout plan is required for some improvements at the airport. A motion by Comm. Siemann and seconded by Comm. Vincent was made to apply for an updated layout plan. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Mr. Crawford said he would like to have the application in by October 1st.

#### **TOPICS DISCUSSED:**

Julie Gore ask to have a sky diving team do jumps for a non-profit organization fund raiser at the airport. After discussion and due through the years there have been other teams selling jumps, the Commission had no objection.

Mr. Pogge-Weaver and Mr. Krauel presented the Commission with a proposal to use the airport land for excess sludge removal. The airport consists of 140 acres of city owned land. They said on a wet spring when farm land is not available they need to have a source of disposal. This would be part of their emergency planning. If used the material would be knifed in with a small amount of odor.

The FAA meeting in Kansas City is the last week of August. Not sure if anyone will be attending.

Don said he would like to have the airport sprayed for weeds this fall.

**BILLS**

The following bills were presented to the Carroll Airport Commission for approval:

Carroll Aviation	contract	\$ 6,600.00
Agri Associates	farm chemicals	1,452.73
True Value Hardware	paint striper/sprayer	70.91
Tigges Overhead Door	hanger door repair	110.00
Rueter's	equipment repair	74.70
Wittrock Motor	July car rental	375.00
Blueglobes LLC	runway lights repair	808.49
Raccoon Valley Elec	July electric service	984.22
Ecowater	cooler rent/water	136.42
Carroll Refuse	July garbage	57.00
Carol Schoeppner	roll stamps	50.00
Carroll Cleaning	grounds chemicals	49.43
McClure Engineering	entrance drive project	411.60
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded By Comm. Fulton was made to approve the bills as presented to the Carroll Airport Commission for approval. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 6:59 P.M..

The next regular meeting of the Carroll Airport Commission will be September 10, 2018, at the Arthur Neu Airport.

\_\_\_\_\_  
Chairman/Vice-Chairman

ATTEST:

\_\_\_\_\_

**CARROLL AIRPORT COMMISSION**

**Regular Meeting**

Monday, September 10, 2018

5:30 P.M.

Arthur Neu Airport

**Agenda**

Approve minutes from previous meeting

Billion Dollar Fund Application

Flight Breakfast Report

New Business

Approve monthly bills

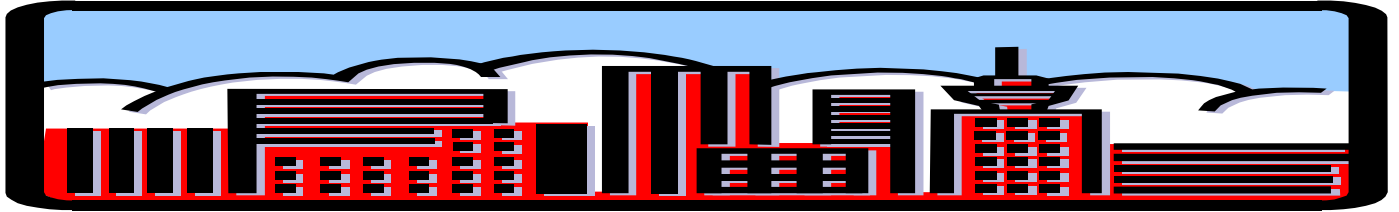
CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION  
EXECUTIVE BOARD MEETING--UNOFFICIAL MINUTES

August 14, 2018

1. The meeting was called to order at 8:00 a.m. by Chairman Marty Danzer, in the boardroom of the Carroll County Recycling Center. Others in attendance were Harvey Dales, City of Manning; Dr. Eric Jensen, City of Carroll; Jeff Anthofer, city of Coon Rapids; and Mike Schwabe, City of Breda. Also attending were Mary Wittry, Director and Dan Halbur, Office Manager.
2. Agenda: Wittry added to "other" discussion of the lift station and September board meeting date. Dales made the motion and Dr. Jensen seconded to approve the agenda as presented, along with the addition. Motion carried, all voting aye.
3. Schwabe made the motion and Dr. Jensen seconded to approve the minutes of the Executive Board meeting on July 10, 2018. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable--see attached. Wittry went over the following: City of Carroll--\$2136.04--two months leachate; Computer Concepts--\$1414.00--new computer; Foth--\$48186.73--consulting, sampling, closed landfill assessment, cell design, maintenance building; Hydro-Klean--\$23770.00--cameral leachate lines; Iowa Pump Works--\$2776.76--air release valve repair; Rehrig Pacific--\$6366.80--recycling containers; Rotert Construction--\$13153.70--second pay application for maintenance building; Tiefenthaler Ag-Lime--\$5127.84--freight and rock; Ziegler--\$3421.08--maintenance. Dales made the motion and Anthofer seconded to approve the bills as presented. Motion carried, all voting aye.
5. Halbur presented the financial report --see attached. Dales made the motion and Dr. Jensen seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Discussion/approve 5B/C cell construction: Four bids were received. Dales made the motion and Schwabe seconded to approve JB Holland's bid of \$1868586.75. Motion carried, all voting aye.
7. Discussion/approve maintenance building change order: Wittry tabled until next month. No action taken.
8. Wittry presented the audit agreement with Olsen, Muhlbauer & Co. Anthofer made the motion and Dr. Jensen seconded to approve the audit proposal from Olsen, Muhlbauer & Co. Motion carried, all voting aye.
9. Discussion/decision intercom system: Halbur discussed the need for an intercom system at the scale. Three estimates were received. Schwabe made the motion and Anthofer seconded to approve Bonsall TV & Appliance's estimate of \$1240.00. Motion Carried, all voting aye.
10. Wittry updated the board on repairs to the hook lift truck.
11. Landfill update: Wittry reported on post closure, deconstruction of the current maintenance building and laptop batteries.
12. Recycling update: Wittry informed the board of upcoming quotes on the in-line conveyor, comingled line and ventilation system, and extending the area to the south.
13. Other: Wittry discussed maintenance on the lift station. **Next meeting date: September 18, 2018 at 8:00 a.m.**
14. Schwabe made the motion and Dr. Jensen seconded to adjourn the meeting at 8:56 a.m. Motion carried, all voting aye.

Respectfully submitted by:

Daniel J Halbur



# **City Manager's Monthly Activity Report Mike Pogge-Weaver, City Manager**

**July 2018**

**City of *Carroll***

This is a report of the various departments and divisions of the City of Carroll.

# Finance Department

**As reported by Laura Schaefer, City Clerk/Finance Director**

Routine Activities for the month:

- Dealt with water issues/collections
- Worked with Rec Center on Perfect Mind software questions
- Worked with office document purging
- Began fiscal year end June 30, 2018 financial information/transfers
- Attended Iowa Municipal Professionals Academy – July 25 – 27 (Ames)
- Attended Road Use Tax Report Training – July 27 (Ames)
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
  - Wellness Coalition Meeting – July 19

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Draft financial policies
- Continue with office document purging
- Work with Rec Center on Perfect Mind software questions
- Prepare FY 17/18 audit workpapers
- FY 17/18 audit fieldwork
- Work with legal counsel on Library/City Hall petition for injunction relief
- Continue to promote wellness program with employees
  - Kids Health & Safety Fair – August 11
  - Wellness Coalition Meeting – August 16

Accomplishments of particular note:

- 310 utility bills and statements were emailed in July 2018.

# Fire Department

## As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to five calls for service and held three training sessions in July.

Firefighters continued to review basic truck operations. Individual firefighters were, again, required to show competency in fire pump and water flow operations of the various trucks utilized by the Department. Firefighters were also required to locate and explain the operation of the various tools in truck compartments. Firefighters rotated between trucks and were evaluated by a department officer as they completed their assigned task.

Firefighters began a series of training events at an abandoned two-story home located at 713 N. Crawford St. Search and rescue techniques in a smoke-filled environment were carried out by three-person teams. The Department uses a non-toxic smoke generating machine to create the extremely limited visibility situation firefighters face in actual situations. The Department will use this structure for training in August for additional training procedures.

Several members of the Department volunteered their time to provide fire watch for the fireworks display at Merchants Park held July 21<sup>st</sup>.

### Run Report for July:

Alarm Date	Alarm Location	Incident Type
07/04/2018	180 <sup>th</sup> & Noble	Reported field fire – cancelled prior to arrival
07/06/2018	Highway 30 & Market St	Vehicle fire
07/10/2018	621 East 1 <sup>st</sup>	Structure fire
07/11/2018	US Highway 71 & 245 <sup>th</sup> St	Single vehicle accident
07/18/2018	US Highway 71 & 3 <sup>rd</sup> St	Natural gas line leak

# Police Department

## **As reported by Brad Burke, Police Chief**

Routine Activities for the month:

Cayler Consulting completed an Assessment Center for the promotion of an officer to the position of Captain within the department. This position has been vacant since the retirement of Captain Mark Heino in November 2016. This Assessment Center took place on July 9 and was followed by Civil Service Commission interviews on July 12. The Civil Service Commission certified a list of the three candidates who applied which are Sergeant JJ Schreck, Sergeant Gary Bellinghausen, and Officer Ethan Kathol. Further interviews and testing have been completed and a promotion will take place by the end of August.

Sergeant Gary Bellinghausen attended the annual DARE conference from July 15-17. This annual training provides necessary update training for the program to continue to be successful while changing with the needs and demands of the students and schools.

Officer Ethan Kathol attended ALiCE Instructor training (Alert, Lockdown, inform, Counter, Evacuate) training at Camp Dodge in Johnston, IA on the 18 and 19<sup>th</sup>. Officer Kathol is 1 of 2 instructors which are used to train officers and residents on the reaction to an active threat situation.

All CPD Officers along with Carroll County Sheriff Deputies participated in active shooter training at the Carroll High School on July 24. This training prepared officers to work together and plan a response to an active shooter situation.



# Offense Summary

## CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses	Incidents		
	July 2018	July 2017	July 2016
Forcible Rape		1	
Forcible Fondling		1	
Robbery		1	
Aggravated Assault	1		
Domestic Violence			
Simple Assault	6	3	4
Domestic Abuse	6		3
Burglary/B&E		3	10
Shoplifting	3	6	8
Theft from Vehicle	8	5	3
Theft Vehicle Part		1	
Theft of Bike		2	2
Theft from Building	4	4	11
Other Larceny		2	
Motor Vehicle Theft	1	2	
Arson		1	
Counterfeit/Forgery			
Credit/ATM Fraud	1	1	1
Identify Theft			
Bad Checks			1
Stolen Property			
Vandalism			
Vandalism: Business	3	3	
Vandalism: Residence	1	7	3
Vandalism: Vehicle	4	3	3
Vandalism: School			
Vandalism: Other	1	1	
Weapon Law Violation			
Drug/Narc Violations	2	4	2
Drug Equipment Viol			
Drive Under Influence	3	3	2
OWI 2 <sup>nd</sup>	1		
OWI 3 <sup>rd</sup>			1
Liquor Law Violation	1		1
Under 21 BAC.02	1		
Drunkenness	5	3	5
Disorderly Conduct	5	5	1
Harassment	1		
All Other Offenses	5	4	5
False Information			
Trespassing	2	1	2
Runaway	1		
Missing Person			

Cruelty to Animal			
Found Person			1
Found Animal			
Found Property	5	10	2
Firearms Accident			
Unattended Death		1	
Suicide			2
Home Accident			1
Animal Bite	1		
Dispose of Animal		1	
Warrant Outside	5	8	5
Restraining Order	1		1
1050F Traffic Accident			
10-50 PI Personal Injury			
10-50 PI MV Pedestrian			1
10-50 PI Car & Bike		1	
10-50 PD Prop.	16	11	10
10-50 Car & Deer			
1050 PD: Hit and Run	2	2	3
1050 PD: City Vehicle			
1050 PD: Police Vehicle			
10-50 PD Under 1500		6	3
Assist Other Agency			1
Moving Violations			
Op After Revocation		2	6
Operate After Suspen	8	12	8
Miscellaneous Public	2	4	6
<b>Total</b>	<b>106</b>	<b>125</b>	<b>118</b>

**07/01/2018 thru 07/31/2018**

<b>Citations</b>	
Animal	0
Dark Windows	0
License Violation	14
Other	1
Violation (Parking)	1
Registration	7
Seatbelt	24
Tobacco	2
Traffic	37
Warning Notices	204
Loud Stereo	0
<b>TOTAL</b>	<b>290</b>

**07/01/2018 thru 07/31/2018**

Salvage Vehicle Inspections: 7
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# Building Department

As reported by Perry Johnson, Building Official

## Permits - By Class - By Type - July 2018

Class	Permit Type	Date Issued	Valuation	Permit #	Fee
<b><i>Agricultural</i></b>					
	Building	NONE			\$0.00
<b>Agricultural Building Valuation Total:</b>			<b>\$0.00</b>	<b>Agricultural Building Fee Total: \$0.00</b>	
<b>Agricultural Valuation Total:</b>			<b>\$0.00</b>	<b>Agricultural Fee Total: \$0.00</b>	
<b><i>Commercial</i></b>					
	Building	07/20/2018	\$50,000.00	180214	\$284.50
<b>Commercial Building Valuation Total:</b>			<b>\$50,000.00</b>	<b>Commercial Building Fee Total: \$284.50</b>	
	Electrical	07/13/2018		180201	\$68.53
		07/13/2018		180203	\$51.63
		07/13/2018		180204	\$51.63
<b>Commercial Electrical Fee Total:</b>					<b>\$171.79</b>
	Mechanical	NONE		0	\$0.00
<b>Commercial Mechanical Fee Total:</b>					<b>\$0.00</b>
	Plumbing	NONE			\$0.00
<b>Commercial Plumbing Fee Total:</b>					<b>\$0.00</b>
	Right of Way	07/25/2018		180225	\$25.00
<b>Commercial Right of Way Fee Total:</b>					<b>\$25.00</b>
	Sign	07/31/2018		180228	\$10.00
<b>Commercial Sign Fee Total:</b>					<b>\$10.00</b>
<b>Commercial Valuation Total:</b>			<b>\$50,000.00</b>	<b>Commercial Fee Total: \$491.29</b>	

<b>Residential</b>					
Building					
	07/05/2018	\$45,000.00		180194	\$262.00
	07/20/2018	\$20,000.00		180215	\$140.75
	07/20/2018	\$8,000.00		180216	\$65.75
<b>Residential Building Valuation Total:</b>		<b>\$73,000.00</b>	<b>Residential Building Fee Total:</b>		<b>\$468.50</b>
Electrical					
	07/13/2018			180206	\$40.00
	07/17/2018			180213	\$98.25
	07/20/2018			180223	\$47.08
	07/20/2018			180224	\$60.63
	07/31/2018			180227	\$35.88
			<b>Residential Electrical Fee Total:</b>		<b>\$281.84</b>
Mechanical					
	07/05/2018			180195	\$53.26
	07/05/2018			180198	\$65.38
	07/17/2018			180211	\$64.14
			<b>Residential Mechanical Fee Total:</b>		<b>\$182.78</b>
Plumbing					
	07/05/2018			180196	\$72.00
	07/05/2018			180199	\$72.00
	07/17/2018			180210	\$72.00
	07/20/2018			180220	\$103.50
			<b>Residential Plumbing Fee Total:</b>		<b>\$319.50</b>
Right of Way					
	07/05/2018			180197	\$25.00
	07/05/2018			180200	\$25.00
	07/13/2018			180202	\$25.00
	07/13/2018			180205	\$25.00
	07/13/2018			180207	\$25.00
	07/13/2018			180208	\$25.00
	07/13/2018			180209	\$25.00
	07/17/2018			180212	\$25.00
	07/20/2018			180217	\$25.00
	07/20/2018			180218	\$25.00
	07/20/2018			180219	\$25.00
	07/20/2018			180221	\$25.00
	07/20/2018			180222	\$25.00
	07/31/2018			180226	\$25.00
			<b>Residential Right of Way Fee Total:</b>		<b>\$350.00</b>
Sign					
	NONE				\$0.00
			<b>Residential Sign Fee Total:</b>		<b>\$0.00</b>
<b>Residential Valuation Total:</b>		<b>\$73,000.00</b>	<b>Residential Fee Total:</b>		<b>\$1,602.62</b>
<b>Valuation Grand Total:</b>		<b>\$123,000.00</b>	<b>Fee Grand Total:</b>		<b>\$2,093.91</b>

## Permits - YTD - through July 2018

Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$113,800.00		\$0.00
	<b>Agricultural Valuation Total:</b>	<b>\$113,800.00</b>	<b>Agricultural Fee Total:</b>	<b>\$0.00</b>
<i>Commercial</i>				
	Building	\$1,106,600.00		\$4,302.50
	Electrical			\$1,549.30
	Mechanical			\$188.35
	Plumbing			\$841.50
	Right of Way			\$645.50
	Sign			\$250.00
	<b>Commercial Valuation Total:</b>	<b>\$1,106,600.00</b>	<b>Commercial Fee Total:</b>	<b>\$7,777.15</b>
<i>Residential</i>				
	Building	\$6,182,301.37		\$20,356.77
	Electrical			\$2,708.47
	Mechanical			\$1,086.19
	Plumbing			\$1,385.00
	Right of Way			\$2,545.00
	Sign			
	<b>Residential Valuation Total:</b>	<b>\$6,182,301.37</b>	<b>Residential Fee Total:</b>	<b>\$28,081.43</b>
<b>Valuation Grand Total:</b>		<b>\$7,402,701.37</b>	<b>Fee Grand Total: \$35,858.58</b>	

# Public Works

**As reported by Randy Krauel, Public Works Director/City Engineer**

Routine Activities for the month:

**Division:** Streets: Tom Weber, Street Superintendent

- Excavated four graves for Cemetery.
- Placed 118 cubic yards of concrete for street repairs and ROW permits.
- Maintained signs and signals.
- Bladed gravel roads.
- Swept streets.
- Mowed roadsides.
- Painted traffic control markings.
- Division Safety Meeting: OSHA topics; July 17, 2018.

**Division:** Water: Terry Kluver, Water Superintendent

- Water production:
  - Monthly Total: 39.836 million gallons
  - Daily Average: 1.285 million gallons
  - Daily Maximum: 1.745 million gallons
- Completed 232 Iowa One Call locate requests.
- Meter Department
  - 159 service orders.
  - 8 delinquents.
  - 4 rereads.
  - 2 stuck meters.
- Safety Solutions conducted a safety refresher training program covering Hazard Communication, Slips Trips and Falls, Violence in the Workplace, Ladder Safety, Lock Out/Tag Out and Electrical Safety; July 17, 2018.

**Division:** Sean Kleespies: Wastewater Superintendent

- Wastewater treatment:
  - Monthly Total: 60.181 million gallons
  - Daily Average: 1.941 million gallons
  - Daily Maximum: 3.674 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: Annual safety; July 17, 2018.

Special Activities/Accomplishments of particular note:

**Division: Streets: Tom Weber, Street Superintendent**

- Sprayed mosquitoes three times.
- Ground off high spots on several streets.
- Fixed broken tile at 7<sup>th</sup> Street & Grant Road.

**Division: Water: Terry Kluver, Water Superintendent**

- Obtained permit-required samples for Total Trihalomethanes (TTHM) and Haloacetic Acids (HHA5) at two locations.
- Work with contractors on Downtown Streetscape Phase 9 project.
- Repaired watermain break at S. Whitney Street and 1<sup>st</sup> Street.
- Worked with property owners on repairing five (5) service line leaks found during Leak Detection Survey.

**Division: Sean Kleespies: Wastewater Superintendent**

- CCTV storm sewers and sanitary sewer.
- Repaired water leak on the fine screen.
- Travis Boell repaired the A/C unit in the blower building;
- Assisted the Street Division with storm sewers.
- No sanitary sewer backups for the month.
- Routine maintenance on sanitary sewer system by Jet/Vac.
- Final clarifier #1 offline for routine maintenance and cleaning.

Activities planned for next month and other comments:

**Division:** Streets: Tom Weber, Street Superintendent

- Street repairs.
- Paint traffic control markings.
- Spray mosquitoes, as needed.
- Maintain signs and signals.
- Sweet streets.
- Clean road ditches with IDOT.

**Division:** Water: Terry Kluver, Water Superintendent

- Install new 8" watermain valve at 11<sup>th</sup> Street and Main Street.
- Move the water service line at 210 E. 5<sup>th</sup> for Downtown Streetscape Phase 9 project.
- Chemically treat Well #14.

**Division:** Sean Kleespies: Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Perform preventative maintenance on equipment.
- Start Jet/Vac sanitary sewers.
- Repair sanitary sewer on Perch Street.
- Continue CEUs for operator certifications.



**CAPITAL PROJECT STATUS SUMMARY – 08-10-18**

PROJECT				ANTICIPATED		CONTRACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Trails	2015 On-going	FY 17	FY16									
Sidewalk Transition Plan	2018	FY18		\$57,414	2018	FEH Design	\$5,680.00		\$5,680.00		09-14-18	
						Badding Constr. Co.	\$54,500.00				10-14-18	
Streambed Stabilization		FY 17	FY16	\$385,000	2018							
Street Resurfacing 2013	2015 On-going		FY16			JEO Consulting Group, Inc.	\$60,800.00 +	09-24-12	\$143,848.36		11-15-13	Plus Hourly Construction Services
						Godbersen-Smith Construction Co.	\$555,808.75		\$563,827.37	95%	11-15-13	
Street Maintenance Building	2016 On-going	FY 16	FY14	\$4,308,500	2019	FEH Design	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design
US 30 – Grant Road Intersection	2016 On-going	FY 14	FY14	\$1,466,150	2017	Snyder & Associates, Inc.	\$4,900.00	07-22-13	\$4,900.00	100%	08-15-13	TSIP Application
						Snyder & Associates, Inc.	\$199,600.00	04-14-14	\$311,380.87			Design
						Dixon Const. Co.	\$1,449,835.78	04-02-18	\$693,297.17		115 Working Days	
Third Street HMA Resurfacing	2016 On-going	FY 17	FY17	\$1,036,000	2018	JEO Consulting Group, Inc.	\$71,193.00 \$80,078.00	09-26-16	\$141,793.45			Design Construction Services
						Tri-State Paving	\$788,870.73	Late Start Date 08-14-17	\$772,208.02	95%	40 Working Days	

PROJECT				ANTICIPATED		CONTACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Well and Transmission Main	2014	FY 16	FY16			JEO Consulting Group, Inc.	\$324,000.00	07-28-14	\$327,680.61			
Transmission Main – Group A	2014	FY 16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95	95%		Contract Completion 11-30-15
Watermain Replacement		FY 16	FY16	\$500,000	2018							
Leachate Forcemain & Gravity Sewer						King Construction	\$661,257.50 Total \$335,962.50 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract
Downtown Streetscape Phase 9	2017 On-going	FY18	FY18	\$1,340,500	2018	Confluence	\$109,101.00	10-23-17	\$90,460.70		05-18	
						Badding Constr. Co.	\$1,707,342.05	05-29-18	\$296,176.74	18%	11-16-18	
Street Resurfacing 2018	2017 On-going	FY18	FY18	\$700,000	2018	Confluence	\$85,500.00	10-23-17	\$87,789.05		05-18	
						Badding Constr. Co.	\$1,707,342.05	05-29-18	\$98,235.91		11-16-18	
Wastewater Treatment Plant Disinfection Improvements	2017	FY18	FY18	\$1,000,000	2020	Veenstra & Kimm, Inc.	\$73,500		\$742.74			
Wastewater Treatment Plant Sludge Handling			FY19	\$330,000		Veenstra & Kimm, Inc.	\$18,800					

# Parks and Recreation

**As reported by Jack Wardell, Parks and Recreation Director**

Routine Activities for the month:

**Parks:** Scott Parcher, Parks Superintendent

- Clean all park areas
- Mow all park areas and open spaces
- Equipment maintenance
- Trim all parks and open spaces
- Water flowers
- Ballfield maintenance
- Trim trees
- Spray weeds
- Mow rough areas with trail mower
- Order seed for fall seeding
- Water perennial beds downtown

**Golf:** Scott Haakenson, Golf Superintendent

- Mowed greens 31 times
- Verticut greens 2 times
- Rolled greens 3 times
- Brushed greens 1 time
- Mowed tees 13 times
- Mowed fairways 13 times
- Mowed rough as needed
- Sprayed greens and tees as needed
- Cut cups 13 times
- Watered greens tees and fairways as needed
- Serviced mowers as needed

**Cemetery:** John Snyder, Cemetery Sexton

- Took care of nine interments, five of which were cremation burials and two were private family burials, the other three were handled by a funeral home. Three burials were done on Saturdays
- Sold graves when needed, took care of all burial records, ownership records, complaints and compliments listened to and taken care of if needed
- Trimmed numerous trees of low branches and dead wood
- Did dirt work when and where needed
- Ran weed eaters for a minimum of 1½ hours, five days a week.
- Picked up garbage from trash cans located around cemetery on a daily ritual
- Mowed every day of the work week for an average of 75 hours per week, this does not include any hand mowing which was done once a week
- Cleaned the shop 4 times
- Watered flower gardens and all the new trees 4 times
- Located grave locations for numerous people
- Repaired edges of roads in numerous spots with cold patch blacktop

- Edged curbs and sidewalks when we had time
- Pulled weeds in all flower gardens two times
- Serviced equipment as needed
- Pruned all shrubs two times
- Sprayed weeds in Veterans Circle and around stone bathrooms one time

**Building Maintenance:** Andy Snyder, Building Maintenance Specialist

- Changed light bulbs on city property
- Back washed filters for pools and spa at Rec Center
- General housekeeping
- Time sheets for staff
- Ordered supplies
- Vacuum Pool
- Night cleaning crew at Rec Center
- Power scrub gym and pool at Rec Center
- Bills

Special Activities/Accomplishments of particular note:

**Parks:** Scott Parcher, Parks Superintendent

- New playground mulch at Youth Sports Park

**Golf:** Scott Haakenson, Golf Superintendent

- Installed two new irrigation heads in practice area

**Cemetery:** John Snyder, Cemetery Sexton

- Continued repairing loose stones on perimeter stone wall

**Building Maintenance:** Andy Snyder, Building Maintenance Specialist

- Fixed bathrooms at city buildings
- Worked on vacuums at City Hall and Rec Center
- Fixed exercise equipment
- Sinks and drains at Rec Center and City Hall
- Downtown lights
- Working on specs, bids, quotes
- Locker locks at Rec Center
- Budget items
- Theater rentals
- Floor drains at Rec Center
- Finishing budget items
- Storm sirens testing

- Next year's budget items
- Night cleaning shift
- Aquatic Center
- Street lights to LED
- Golf Course garage doors
- A/C repair at city buildings
- Lift station at Aquatic Center
- Golf Course Club House siding
- 24 hour quotes at Rec Center
- New HVAC controls at Rec
- Pool/spa inspections

Activities planned for next month and other comments:

**Parks:** Scott Parcher, Parks Superintendent

- Mow and trim all park areas
- Equipment maintenance

**Golf:** Scott Haakenson, Golf Superintendent

- Start aerifying tees and reseeding

**Cemetery:** John Snyder, Cemetery Sexton

- Trim trees
- Regular mowing schedule
- Fall grass seeding

**Building Maintenance:** Andy Snyder, Building Maintenance Specialist

- City building remodels

**Safety Topic:**

- Sun and sunscreen
- Covered numerous topics at safety meeting





# Director's Report July 2018

**As reported by Rachel Van Erdewyk, Library Director**

Tech Help Friday	37	Total Print Circulation:	14,568
Children's Library Programs	207	BRIDGES Circulation:	967
Children's Program Outreach	26	Consumer Reports:	221
Summer Storytimes	355	Public Computer Use:	605
Diane's Read Aloud	174	Wi-Fi Use:	254
Drum Safari	386	Website Visits	3,325
Macaroni Soup	310	Gale Databases:	30
Youth Summer Science Activity	30	Global Road Warrior Page Views:	3
Adopt a Book Night	47	Learning Express Resources:	155
Crafty Library Ladies	52	Freegal Music Downloads:	362
Poetry Group	10	Transparent Language:	8
Teen Programs	5	Chilton Auto Manual	1
Yu-Gi-Oh Club	17	ABC Mouse Sessions:	302
		Zinio Digital Magazine Circulation:	30
		Daily Times Herald Page Views:	4,695
		<b>Lynda.com</b>	<b>11</b>
<b>Total Program Attendance</b>	<b>1,656</b>		
<b>Monthly Door Count</b>	<b>9,104</b>	<b>Total Resources Utilized</b>	<b>25,537</b>

## Special activities/accomplishments of particular note:

- 1) **Children's Programs:** Children's programming continued this month with the regular monthly schedule of Rookie Readers, Diane's Read-Aloud, Pet Readers, Summer Storytimes, and outreach events. We finished up our Summer Reading Shows with Drum Safari, where they brought a variety of percussion instruments for the kids to play along, and Macaroni Soup, where they sang, used their imagination, and had a snowball fight. We had a total attendance of 2,072 for all of our Summer Reading Shows this year! Our Summer Storytimes included having the Carroll Summer Fun Camp come to the library for special storytimes with Miss Diane. Ashley Collins with the Science Booster Club of Western Iowa came on a Saturday this month to do a family science activity with 30

participants. The library also had our first Adopt a Book Night program hosted with Availa Bank and New Opportunities. We put together this program to get families and kids familiarized with programs and services the library offers. We had a variety of activities, food, and games for the families to participate in and donated books for the kids to take home.

**2) Adult & Teen Programs:** Adult and Teen programs continued this month with the regular monthly schedule of Tech Help Fridays, Crafty Library Ladies, Teen Advisory Group (TAG), Yu-Gi-Oh Duel Club, and the Poetry Group.

**3) Upcoming Events:**

View upcoming events on the library's Google calendar at [www.carroll-library.org](http://www.carroll-library.org) by clicking on the Calendar of Events link on the home page or on Facebook.