

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: October 22, 2018

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: Media Center, Carroll High School, 2809 N Grant Rd

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the October 8 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 1. Renewal of Class "C" Liquor License with Outdoor Service and Sunday Sales – *Rancho Grande*
 2. Renewal of Class "E" Liquor License with Carryout Beer and Carryout Wine Including Native Wine – *Fareway Stores, Inc. #409*
 3. Renewal of Class "C" Liquor License with Outdoor Service – *Ossy's Show Club/Piranha Club*
 - D. Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc. Annual Tax Increment Finance Appropriations for FY 2020
 - E. Acceptance of Tobacco Settlement Agreements
 - F. Change City Council Meeting
 - G. Annual Council Planning Session
 - H. Library/City Hall Project Construction Testing
- IV. Oral Requests and Communications from the Audience
 - A. Train Horn Mitigation Discussion
- V. Ordinances
 - A. Carroll Park Apartments Urban Renewal Plan
 1. Consideration of Ordinance for the Division of Revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan (3rd Reading and Consider Final Adoption)
 - B. Carroll Park Apartments Urban Renewal Plan – Development Agreement with Green Stream Homes of Iowa, L.L.C.
 1. Public Hearing on the Proposal to enter into a Development Agreement with Green Stream Homes of Iowa, L.L.C.

2. Resolution Approving and Authorizing the Execution of a Development Agreement by and Between the City of Carroll and Green Stream Homes of Iowa, L.L.C.

C. Kuemper Catholic School System – Restricted Parking Request

VI. Resolutions

A. Korwes Family Second Subdivision

1. Preliminary Plat
2. Final Plat

B. Corridor of Commerce Downtown Streetscape Phase 10 – Design Services Agreement

C. Corridor of Commerce Downtown Streetscape Phase 11 – Design Services Agreement

VII. Reports

None

VIII. Committee Reports

IX. Monthly Activity Reports

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Adjourn

October/November/December Meetings:

Parks, Recreation and Cultural Advisory Board – October 29, 2018 – Carroll Recreation Center - 716 N Grant Rd

Board of Adjustment – November 5, 2018 – Region XII - 1009 E Anthony St

Airport Commission – November 12, 2018 – Airport - 21177 Quail Ave

City Council – November 13, 2018 (tentative) – Adams Elementary School - 1026 N Adams St

Planning and Zoning Commission – November 14, 2018 – Region XII - 1009 E Anthony St

Library Board of Trustees – November 19, 2018 – Region XII - 1009 E Anthony St

Parks, Recreation and Cultural Advisory Board – November 19, 2018 – Carroll Recreation Center - 716 N Grant Rd

City Council – November 27, 2018 – Adams Elementary School - 1026 N Adams St

Board of Adjustment – December 3, 2018 – Region XII - 1009 E Anthony St

Annual Council Planning Session – December 4, 2018 – 5:00p.m. – Region XII - 1009 E Anthony St

City Council – December 10, 2018 – Adams Elementary School - 1026 N Adams St

Airport Commission – December 10, 2018 – 21177 Quail Ave

Planning and Zoning Commission – December 12, 2018 – Region XII - 1009 E Anthony St

Library Board of Trustees – December 17, 2018 – Region XII - 1009 E Anthony St

City Council – December 18, 2018 – Adams Elementary School - 1026 N Adams St

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

COUNCIL MEETING

OCTOBER 8, 2018

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

The Carroll City Council met in regular session on this date at 5:15 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 Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the September 24 and 26 Council meetings, as written, b) bills and claims in the amount of \$696,217.10, c) the following licenses: New 5-day Class "C" Liquor License – *Family Resource Center 13th Annual Fall Affair (326 North Clark Street, November 1, 2018)* and Renewal of Class "B" Native Wine Permit with Sunday Sales – *Carroll Design & Salvage* and d) Resolution No. 1899, Amendment No. 5 to the Professional Services Agreement in the amount of \$9,025.00 with Snyder & Associates, Inc. for the US 30 and Grant Road Intersection Improvement Project. On roll call, all present voted aye. Absent: None. Motion carried.

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Carroll County Sheriff Ken Pingrey and Carroll County Board of Supervisor Neil Bock addressed the Council about the County Jail Project during the oral requests and communications from the audience. No Council action taken.

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Mayor Jensen proclaimed October 15 – 19, 2018 as City Week in the City of Carroll. No Council action taken.

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Mayor Jensen proclaimed October 2018 as National Breast Cancer Awareness Month in the City of Carroll. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to approve Resolution No. 18100, Agreement with JEO Consulting Group, Inc. in the amount of \$88,100 plus hourly fees (for construction services) for Professional Services for the Street Resurfacing – 2019 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Haley, to approve Resolution No. 18101, amended Motor Vehicle Inventory Policy for the Carroll Police Department. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 18102, amended Vehicle Towing Policy for the Carroll Police Department. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to postpone up to four months and explore alternatives for the Pickleball Courts Project. Rich Hartley, Carroll Pickleball Association representative, and Glenn Babb, Carroll, Iowa resident, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to approve Resolution No. 18103, Declaring an Official Intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for Certain Original Expenditures Paid in Connection with the Carroll Public Library/Carroll City Hall Project (also known as a reimbursement resolution). On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to approve Resolution No. 18104, Declaring an Official Intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for Certain Original Expenditures Paid in Connection with the Northwest Park Master Plan and All-Inclusive Playground Equipment (also known as a reimbursement resolution). On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 6:28 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
PARTIALLY ITEMS DATES:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
UNPAID ITEMS DATES :		10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001621	ACE HARDWARE	SUPPLIES	9.98	0.00	000000	0/00/00	9.98
01-001621	ACE HARDWARE	SUPPLIES	146.96	0.00	000000	0/00/00	146.96
01-001621	ACE HARDWARE	PADLOCK AND KEYS	8.98	0.00	000000	0/00/00	8.98
01-001621	ACE HARDWARE	SUPPLIES	19.99	0.00	000000	0/00/00	19.99
01-001621	ACE HARDWARE	SUPPLIES	17.97	0.00	000000	0/00/00	17.97
01-001621	ACE HARDWARE	WEED SPRAY	19.99	0.00	000000	0/00/00	19.99
01-001621	ACE HARDWARE	WATER FILTER	23.97	0.00	000000	0/00/00	23.97
01-001621	ACE HARDWARE	SUPPLIES	3.98	0.00	000000	0/00/00	3.98
01-001621	ACE HARDWARE	FAN REPAIRS	6.98	0.00	000000	0/00/00	6.98
01-001621	ACE HARDWARE	SUPPLIES	10.98	0.00	000000	0/00/00	10.98
01-001621	ACE HARDWARE	SUPPLIES	4.99	0.00	000000	0/00/00	4.99
01-001621	ACE HARDWARE	NUTS AND BOLTS	3.88	0.00	000000	0/00/00	3.88
01-001621	ACE HARDWARE	SUPPLIES	3.99	0.00	000000	0/00/00	3.99
01-001621	ACE HARDWARE	SUPPLIES	69.98	0.00	000000	0/00/00	69.98
		** TOTALS **	352.62	0.00			352.62
01-003305	ADVANTAGE ARCHIVES LLC	ANNUAL MICROFILM SUBSCRIPTION	1,590.00	1,590.00-	112759	10/17/18	0.00
		** TOTALS **	1,590.00	1,590.00-			0.00
01-001910	AHLERS & COONEY P.C.	MISC LABOR ISSUES	88.00	0.00	000000	0/00/00	88.00
		** TOTALS **	88.00	0.00			88.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	4,183.25	4,183.25-	112735	10/11/18	0.00
		** TOTALS **	4,183.25	4,183.25-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	135.47	135.47-	112747	10/17/18	0.00
		** TOTALS **	135.47	135.47-			0.00
01-002916	AMERICAN RED CROSS	LIFEGUARDING CLASS	216.00	0.00	000000	0/00/00	216.00
		** TOTALS **	216.00	0.00			216.00
01-002281	AMERICAN SECURITY CABINET	BOOK RETURN RENTAL	89.95	89.95-	112748	10/17/18	0.00
		** TOTALS **	89.95	89.95-			0.00
01-002861	ANTHONY AMDOR	ACTIVE SHOOTER TRAINING	158.80	158.80-	112603	10/05/18	0.00
		** TOTALS **	158.80	158.80-			0.00
01-003303	APLINGTON LEGION MEMORIAL	POSTAGE	3.01	3.01-	112757	10/17/18	0.00
		** TOTALS **	3.01	3.01-			0.00
01-002370	ARNOLD MOTOR SUPPLY	BATTERY CORE RETURNED	24.00-	0.00	000000	0/00/00	24.00-
01-002370	ARNOLD MOTOR SUPPLY	SPEAKER WIRE UNIT #54	16.21	0.00	000000	0/00/00	16.21
01-002370	ARNOLD MOTOR SUPPLY	FUEL FILTER CAMERA TRAILER	11.72	0.00	000000	0/00/00	11.72
		** TOTALS **	3.93	0.00			3.93

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PARTIALLY ITEMS DATES: 10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
UNPAID ITEMS DATES :	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002805	BADDING CONSTRUCTION CO.	REC CENTER ADA UPGRADES	33,563.61	33,563.61-	112707	10/09/18	0.00
01-002805	BADDING CONSTRUCTION CO.	REC CENTER ADA UPGRADES	9,839.15	9,839.15-	112708	10/09/18	0.00
		** TOTALS **	43,402.76	43,402.76-			0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	2.36-	2.36	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	14.99-	14.99	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	24.09-	24.09	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	7.77-	7.77	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	734.14	734.14-	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	438.52	438.52-	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	553.55	553.55-	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	499.94	499.94-	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	15.25	15.25-	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	8.50	8.50-	112749	10/17/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	9.25	9.25-	112749	10/17/18	0.00
		** TOTALS **	2,209.94	2,209.94-			0.00
01-003065	BEELINE AND BLUE	LIBRARY/CITY HALL BLUE PRINTS	1,522.43	0.00	000000	0/00/00	1,522.43
		** TOTALS **	1,522.43	0.00			1,522.43
01-001243	BOLAND RECREATION	ALL INCLUSIVE PLAYGROUND EQUIP	70,000.00	70,000.00-	112720	10/11/18	0.00
		** TOTALS **	70,000.00	70,000.00-			0.00
01-003515	BOMGAARS	RODENT BAIT AND CHEMICALS	483.88	483.88-	112729	10/11/18	0.00
01-003515	BOMGAARS	PROPANE	54.99	0.00	000000	0/00/00	54.99
01-003515	BOMGAARS	SANDER	79.99	0.00	000000	0/00/00	79.99
01-003515	BOMGAARS	SPRAY PAINT	7.59	0.00	000000	0/00/00	7.59
01-003515	BOMGAARS	PINS FOR #34	19.97	0.00	000000	0/00/00	19.97
		** TOTALS **	646.42	483.88-			162.54
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,525.24	2,525.24-	112604	10/05/18	0.00
		** TOTALS **	2,525.24	2,525.24-			0.00
01-003670	BRIGGS INC OF OMAHA	STOOL REPAIRS	93.54	0.00	000000	0/00/00	93.54
		** TOTALS **	93.54	0.00			93.54
01-003140	CANINE TACTICAL	K-9 SERVICES	438.11	0.00	000000	0/00/00	438.11
		** TOTALS **	438.11	0.00			438.11
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	302.32	0.00	000000	0/00/00	302.32
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	8.00	0.00	000000	0/00/00	8.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	18.00	0.00	000000	0/00/00	18.00
		** TOTALS **	328.32	0.00			328.32

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	: 10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
PARTIALLY ITEMS DATES:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	112738	10/11/18	0.00
		** TOTALS **	350.00	350.00-			0.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,600.00	6,600.00-	112730	10/11/18	0.00
		** TOTALS **	6,600.00	6,600.00-			0.00
01-004133	CARROLL BROADCASTING CO.	LIBRARY/CITY HALL MOVING ADS	840.00	0.00	000000	0/00/00	840.00
		** TOTALS **	840.00	0.00			840.00
01-004146	CARROLL CONTROL SYSTEMS	AHU #1 REPAIRS	2,162.90	0.00	000000	0/00/00	2,162.90
01-004146	CARROLL CONTROL SYSTEMS	AHU #1 REPAIRS	833.20	0.00	000000	0/00/00	833.20
		** TOTALS **	2,996.10	0.00			2,996.10
01-004193	CARROLL FIRE DEPARTMENT	SEPTEMBER FIRE CALLS & DRILLS	1,610.00	0.00	000000	0/00/00	1,610.00
		** TOTALS **	1,610.00	0.00			1,610.00
01-004196	CARROLL HYDRAULICS	REPAIR PARTS	189.82	0.00	000000	0/00/00	189.82
01-004196	CARROLL HYDRAULICS	WATER HOSE ON CAMEL	71.90	0.00	000000	0/00/00	71.90
		** TOTALS **	261.72	0.00			261.72
01-004200	CARROLL LUMBER	CEMENT BLOCKS AND LUMBER	111.38	0.00	000000	0/00/00	111.38
01-004200	CARROLL LUMBER	CONCRETE	10.10	0.00	000000	0/00/00	10.10
		** TOTALS **	121.48	0.00			121.48
01-002977	CARROLL REFUSE SERVICE	SEPTEMBER GARBAGE	57.00	57.00-	112725	10/11/18	0.00
01-002977	CARROLL REFUSE SERVICE	SEPT. TRASH COLLECTIONS	11,236.18	11,236.18-	112709	10/09/18	0.00
		** TOTALS **	11,293.18	11,293.18-			0.00
01-004237	CARROLL VETERINARY CLINIC	DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-004233	CARROLLTON INN	LODGING - GERBER	178.00	0.00	000000	0/00/00	178.00
		** TOTALS **	178.00	0.00			178.00
01-000991	CARUS PHOSPHATE INC.	WATER TREATMENT SUPPLIES	7,118.69	0.00	000000	0/00/00	7,118.69
		** TOTALS **	7,118.69	0.00			7,118.69
01-002998	CENTURYLINK	BACK-UP LINE	110.68	110.68-	112752	10/17/18	0.00
01-002998	CENTURYLINK	BACK-UP LINE	57.90	57.90-	112753	10/17/18	0.00
		** TOTALS **	168.58	168.58-			0.00
01-002867	CINTAS FIRST AID & SAFETY	EAR PLUGS AND GLOVES	184.57	0.00	000000	0/00/00	184.57
		** TOTALS **	184.57	0.00			184.57

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PAID ITEMS DATES	: 10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
PARTIALLY ITEMS DATES:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004835	COMMERCIAL SAVINGS BANK	STOP PAYMENT CHARGES	24.00	24.00-	000000	10/05/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	OCT ACH WATER FEES	113.28	113.28-	000000	10/15/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,617.80	12,617.80-	000312	10/11/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,140.94	15,140.94-	000312	10/11/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,438.20	4,438.20-	000312	10/11/18	0.00
		** TOTALS **	32,334.22	32,334.22-			0.00
01-004836	COMMUNITY OIL CO. INC.	OIL CREDITED	37.00-	0.00	000000	0/00/00	37.00-
01-004836	COMMUNITY OIL CO. INC.	DRUM RETURN	20.00-	0.00	000000	0/00/00	20.00-
01-004836	COMMUNITY OIL CO. INC.	GREASE	69.22	0.00	000000	0/00/00	69.22
01-004836	COMMUNITY OIL CO. INC.	GREASE	138.44	0.00	000000	0/00/00	138.44
01-004836	COMMUNITY OIL CO. INC.	OIL	776.00	0.00	000000	0/00/00	776.00
		** TOTALS **	926.66	0.00			926.66
01-000366	COMPUTER & NETWORK SPEC	IT ISSUES	45.00	0.00	000000	0/00/00	45.00
01-000366	COMPUTER & NETWORK SPEC	PC REINSTALL WIN7	90.00	0.00	000000	0/00/00	90.00
01-000366	COMPUTER & NETWORK SPEC	IT ISSUES	277.99	0.00	000000	0/00/00	277.99
01-000366	COMPUTER & NETWORK SPEC	SERVER, ROUTER, PRINTER	280.00	0.00	000000	0/00/00	280.00
01-000366	COMPUTER & NETWORK SPEC	MISC COMPUTER ISSUES	1,364.12	0.00	000000	0/00/00	1,364.12
		** TOTALS **	2,057.11	0.00			2,057.11
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	480.00	480.00-	112742	10/17/18	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	932.00	932.00-	112742	10/17/18	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	TEMP. LOCATION	192.00	192.00-	112742	10/17/18	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	20.00	20.00-	112742	10/17/18	0.00
		** TOTALS **	1,624.00	1,624.00-			0.00
01-003145	CORE AND MAIN LP	METERS	477.00	0.00	000000	0/00/00	477.00
01-003145	CORE AND MAIN LP	WIRE	195.00	0.00	000000	0/00/00	195.00
		** TOTALS **	672.00	0.00			672.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	400.78	0.00	000000	0/00/00	400.78
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER MAINTENANCE	182.51	182.51-	112745	10/17/18	0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	205.63	0.00	000000	0/00/00	205.63
		** TOTALS **	788.92	182.51-			606.41
01-005395	D & K PRODUCTS	TURF SUPPLIES	2,462.40	0.00	000000	0/00/00	2,462.40
		** TOTALS **	2,462.40	0.00			2,462.40
01-000194	D. J. GONGOL & ASSOC. INC	OPERATING SUPPLIES	424.41	0.00	000000	0/00/00	424.41
		** TOTALS **	424.41	0.00			424.41
01-005410	DAILY TIMES HERALD	LEGAL PUBLICATIONS	617.41	0.00	000000	0/00/00	617.41

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 S U M M A R Y

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PAID ITEMS DATES :	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
PARTIALLY ITEMS DATES:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
UNPAID ITEMS DATES :		10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-005410	DAILY TIMES HERALD	LIBRARY/CITY HALL MOVING ADS	1,259.00	0.00	000000	0/00/00	1,259.00
01-005410	DAILY TIMES HERALD	HEALTH VIEW AD	85.00	0.00	000000	0/00/00	85.00
01-005410	DAILY TIMES HERALD	PUBLICITY	225.00	225.00-	112760	10/17/18	0.00
		** TOTALS **	2,186.41	225.00-			1,961.41
01-000854	DEARBORN NATIONAL	OCTOBER LIFE INS. PREMIUMS	317.24	317.24-	112600	10/05/18	0.00
		** TOTALS **	317.24	317.24-			0.00
01-005645	DEPARTMENT OF PUBLIC SAFE	JULY-SEPT. 2018	657.00	0.00	000000	0/00/00	657.00
		** TOTALS **	657.00	0.00			657.00
01-001965	DIANE TRACY	SRP LIBRARY SHOWCASE	142.91	142.91-	112746	10/17/18	0.00
		** TOTALS **	142.91	142.91-			0.00
01-000781	DIXON CONSTRUCTION CO.	HIGHWAY 30 AND GRANT RD	101,967.40	0.00	000000	0/00/00	101,967.40
		** TOTALS **	101,967.40	0.00			101,967.40
01-003304	DON & DIANNE KRAMER	PROGRAM SUPPLIES	210.00	210.00-	112758	10/17/18	0.00
		** TOTALS **	210.00	210.00-			0.00
01-006270	DREES HEATING & PLUMBING	SHUT OFF VALVE CSB BUILDING	127.77	0.00	000000	0/00/00	127.77
		** TOTALS **	127.77	0.00			127.77
01-006725	EARL MAY STORE	BOXWOOD AND DOGWOOD	2,594.49	0.00	000000	0/00/00	2,594.49
		** TOTALS **	2,594.49	0.00			2,594.49
01-012590	ECHO ELECTRIC SUPPLY	BULBS	31.50	31.50-	112734	10/11/18	0.00
01-012590	ECHO ELECTRIC SUPPLY	LIGHTS	14.08	0.00	000000	0/00/00	14.08
		** TOTALS **	45.58	31.50-			14.08
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	117.42	117.42-	112731	10/11/18	0.00
		** TOTALS **	117.42	117.42-			0.00
01-004185	EMPLOYMENT RESOURCES	SEPT. CITY HALL CLEANING	978.40	0.00	000000	0/00/00	978.40
		** TOTALS **	978.40	0.00			978.40
01-003299	ERIC GERBER	INTERVIEW EXPENSES	573.62	0.00	000000	0/00/00	573.62
		** TOTALS **	573.62	0.00			573.62
01-002627	ETHAN KATHOL	ACTIVE SHOOTER TRAINING	114.07	114.07-	112602	10/05/18	0.00
		** TOTALS **	114.07	114.07-			0.00
01-002644	ETS CORPORATION	IN OFFICE CC PROCESSING FEES	96.81	96.81-	000000	10/10/18	0.00
01-002644	ETS CORPORATION	ONLINE CC PROCESSING FEES	214.87	214.87-	000000	10/10/18	0.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002644	ETS CORPORATION	CREDIT CARD MACHINE	664.96	664.96-	000000	10/05/18	0.00
		** TOTALS **	976.64	976.64-			0.00
01-007860	EXECUTIVE TECHNOLOGIES	COPIER MAINT. CONTRACT	76.51	0.00	000000	0/00/00	76.51
		** TOTALS **	76.51	0.00			76.51
01-001291	FEH DESIGN	PICKLEBALL - ENGINEERING	6,696.00	0.00	000000	0/00/00	6,696.00
		** TOTALS **	6,696.00	0.00			6,696.00
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHERS RECHARGED	190.00	190.00-	112732	10/11/18	0.00
		** TOTALS **	190.00	190.00-			0.00
01-000633	FILTER CARE	FILTER CLEANING	17.75	0.00	000000	0/00/00	17.75
		** TOTALS **	17.75	0.00			17.75
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	551.25	0.00	000000	0/00/00	551.25
		** TOTALS **	551.25	0.00			551.25
01-009315	GALL'S INC.	UNIFORM BOOTS AND GLOVES	172.61	0.00	000000	0/00/00	172.61
		** TOTALS **	172.61	0.00			172.61
01-009500	GEHLING WELDING & REPAIR	FAMILY CHANGING BENCH STANDS	372.26	0.00	000000	0/00/00	372.26
01-009500	GEHLING WELDING & REPAIR	SANDER REPAIRS #28	33.00	0.00	000000	0/00/00	33.00
		** TOTALS **	405.26	0.00			405.26
01-002567	GEHLPRO WELDING	CITY HALL COUNTERTOPS	59.36	0.00	000000	0/00/00	59.36
		** TOTALS **	59.36	0.00			59.36
01-010156	GRAPHIC EDGE, THE	VOLLEYBALL CAMP SHIRTS	84.90	0.00	000000	0/00/00	84.90
		** TOTALS **	84.90	0.00			84.90
01-010605	HACH CHEMICAL COMPANY	OPERATING SUPPLIES	233.89	0.00	000000	0/00/00	233.89
		** TOTALS **	233.89	0.00			233.89
01-010617	HALLETT MATERIALS	POTHOLE PATCH	1,095.60	0.00	000000	0/00/00	1,095.60
		** TOTALS **	1,095.60	0.00			1,095.60
01-001659	HANCOCK CONCRETE PRODUCTS	CONCRETE RINGS	796.00	0.00	000000	0/00/00	796.00
		** TOTALS **	796.00	0.00			796.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	617.00	0.00	000000	0/00/00	617.00
		** TOTALS **	617.00	0.00			617.00
01-011831	HY-VEE INC.	SUPPLIES	2.10	2.10-	112761	10/17/18	0.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-011831	HY-VEE INC.	SENIOR DAY SUPPLIES	48.04	48.04-	112761	10/17/18	0.00
		** TOTALS **	50.14	50.14-			0.00
01-002869	I SAW THE SIGN LLC	MAGNETS	90.00	90.00-	112750	10/17/18	0.00
01-002869	I SAW THE SIGN LLC	CITY HALL SIGN	195.00	0.00	000000	0/00/00	195.00
		** TOTALS **	285.00	90.00-			195.00
01-000019	ICMA MEMBERSHIP RENEWALS	ICMA MEMBERSHIP RENEWAL	994.16	0.00	000000	0/00/00	994.16
		** TOTALS **	994.16	0.00			994.16
01-012540	IMWCA	FY 18 WORKER COMP AUDIT ADJUST	1,653.00	0.00	000000	0/00/00	1,653.00
		** TOTALS **	1,653.00	0.00			1,653.00
01-012552	INDUSTRIAL BEARING SUPP.	SUPPLIES	5.00	0.00	000000	0/00/00	5.00
01-012552	INDUSTRIAL BEARING SUPP.	AERATOR BELT	14.06	0.00	000000	0/00/00	14.06
01-012552	INDUSTRIAL BEARING SUPP.	COUPLINGS FOR SLUDGE PUMPS	173.83	0.00	000000	0/00/00	173.83
		** TOTALS **	192.89	0.00			192.89
01-012614	IOWA COMMUNITIES ASSURANC	PROPERTY INS. NEW CITY HALL	1,059.74	0.00	000000	0/00/00	1,059.74
		** TOTALS **	1,059.74	0.00			1,059.74
01-012666	IOWA ONE CALL	SEPT. 2018 LOCATES	150.50	0.00	000000	0/00/00	150.50
		** TOTALS **	150.50	0.00			150.50
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00
		** TOTALS **	1,050.00	0.00			1,050.00
01-030131	JEFF WARNKE	STEEL TOED BOOTS	128.39	128.39-	112769	10/17/18	0.00
		** TOTALS **	128.39	128.39-			0.00
01-003243	JET'S OUTDOOR POWER AND S	CART RENTAL - FLIGHT BREAKFAST	300.00	300.00-	112727	10/11/18	0.00
		** TOTALS **	300.00	300.00-			0.00
01-002163	JR'S UNLOCK SERVICE	NEW LOCKS	320.00	0.00	000000	0/00/00	320.00
		** TOTALS **	320.00	0.00			320.00
01-000994	KABEL BUSINESS SERVICES -	SEPT. HRA PARTICIPANT FEES	169.00	169.00-	000000	10/05/18	0.00
01-000994	KABEL BUSINESS SERVICES -	OCT. FLEX PARTICIPANT FEES	90.00	90.00-	000000	10/05/18	0.00
01-000994	KABEL BUSINESS SERVICES -	SEPT. HRA CHECKS	647.36	647.36-	000000	10/10/18	0.00
		** TOTALS **	906.36	906.36-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	30.78	0.00	000000	0/00/00	30.78
		** TOTALS **	30.78	0.00			30.78

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002472	KENNETH BENSLEY	DRE FIELD CERTIFICATION	89.38	89.38-	112601	10/05/18	0.00
		** TOTALS **	89.38	89.38-			0.00
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLUORIDE	137.50	0.00	000000	0/00/00	137.50
		** TOTALS **	137.50	0.00			137.50
01-014929	KING CONSTRUCTION	WATERMAIN REPAIR - BOMGAARS	5,876.00	0.00	000000	0/00/00	5,876.00
		** TOTALS **	5,876.00	0.00			5,876.00
01-015190	KNOBBE PLBG. & HTG.	CAMERA SEWER 3RD ST.	275.00	0.00	000000	0/00/00	275.00
		** TOTALS **	275.00	0.00			275.00
01-000561	KURT MOSMAN	STEEL TOED BOOTS	150.00	150.00-	112717	10/11/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-010827	LEON HENDRICKS	SEPT. CONTRACT METER READER	1,816.70	1,816.70-	112710	10/09/18	0.00
		** TOTALS **	1,816.70	1,816.70-			0.00
01-003301	LIBRARY FURNITURE INTERNA	LIBRARY MOVE	21,250.00	0.00	000000	0/00/00	21,250.00
		** TOTALS **	21,250.00	0.00			21,250.00
01-017123	MANGOLD ENVIRONMENTAL	SAMPLE ANALYSIS	141.00	0.00	000000	0/00/00	141.00
		** TOTALS **	141.00	0.00			141.00
01-001193	MARKET ON 30	PARADE SUPPLIES	55.92	55.92-	112743	10/17/18	0.00
01-001193	MARKET ON 30	VOLUNTEER APPRECIATION PARTY	63.99	0.00	000000	0/00/00	63.99
		** TOTALS **	119.91	55.92-			63.99
01-017133	MASTERCARD	ACROBAT PRO DC	14.99	14.99-	112762	10/17/18	0.00
01-017133	MASTERCARD	SUPPLIES	735.89	735.89-	112763	10/17/18	0.00
01-017133	MASTERCARD	SUPPLIES	172.03	172.03-	112764	10/17/18	0.00
01-017133	MASTERCARD	CONFERENCE EXPENSES	293.60	293.60-	112765	10/17/18	0.00
		** TOTALS **	1,216.51	1,216.51-			0.00
01-002993	MC CLURE ENGINEERING CO.	ENTRANCE DRIVE PROJECT FINAL	2,654.70	2,654.70-	112726	10/11/18	0.00
		** TOTALS **	2,654.70	2,654.70-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	47,366.13	47,366.13-	112605	10/05/18	0.00
		** TOTALS **	47,366.13	47,366.13-			0.00
01-017585	MIDWEST WHOLESALE	CONCRETE	100.50	0.00	000000	0/00/00	100.50
01-017585	MIDWEST WHOLESALE	REBAR - 3RD STREET	130.50	0.00	000000	0/00/00	130.50
01-017585	MIDWEST WHOLESALE	PAD FOR TRAIL ON 3RD STREET	105.00	0.00	000000	0/00/00	105.00
		** TOTALS **	336.00	0.00			336.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
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	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	18TH STREET REPAIRS	353.25	0.00	000000	0/00/00	353.25
01-017730	MOORHOUSE READY MIX CO.	3RD STREET REPAIRS	824.25	0.00	000000	0/00/00	824.25
01-017730	MOORHOUSE READY MIX CO.	CRESTVIEW DRIVE REPAIRS	765.38	0.00	000000	0/00/00	765.38
01-017730	MOORHOUSE READY MIX CO.	SALINGER REPAIRS	883.13	0.00	000000	0/00/00	883.13
01-017730	MOORHOUSE READY MIX CO.	ROW - 7TH AND ADAMS	529.88	0.00	000000	0/00/00	529.88
01-017730	MOORHOUSE READY MIX CO.	ROW - 7TH AND ADAMS	235.50	0.00	000000	0/00/00	235.50
01-017730	MOORHOUSE READY MIX CO.	WATERMAIN BREAK 15TH/NW	647.63	0.00	000000	0/00/00	647.63
01-017730	MOORHOUSE READY MIX CO.	WATERMAIN BREAK 15TH/NW	647.63	0.00	000000	0/00/00	647.63
01-017730	MOORHOUSE READY MIX CO.	WATERMAIN BREAK 15TH & NW	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	ROW - HARRIET	883.13	0.00	000000	0/00/00	883.13
		** TOTALS **	7,889.28	0.00			7,889.28
01-018125	MURRAY'S WELDING AND MACH	HANGAR DOOR REPAIRS	537.00	537.00-	112736	10/11/18	0.00
		** TOTALS **	537.00	537.00-			0.00
01-018408	NAPA AUTO PARTS	OIL FILTER	5.96	0.00	000000	0/00/00	5.96
01-018408	NAPA AUTO PARTS	SWITCHES	8.44	0.00	000000	0/00/00	8.44
		** TOTALS **	14.40	0.00			14.40
01-003263	NETBANKX	AUGUST EFT PROCESSING FEES	100.42	100.42-	000000	10/05/18	0.00
		** TOTALS **	100.42	100.42-			0.00
01-018634	NEU MINNICH COMITO & NEU	DANNER GRAIN LEG ATTY FEES	175.00	175.00-	112737	10/11/18	0.00
01-018634	NEU MINNICH COMITO & NEU	TRANSMISSION MAIN - DRAKE	125.00	0.00	000000	0/00/00	125.00
		** TOTALS **	300.00	175.00-			125.00
01-002318	NEW HOPE BARGAIN SHOPPE	RAGS	4.00	0.00	000000	0/00/00	4.00
		** TOTALS **	4.00	0.00			4.00
01-001069	NORTH CENTRAL CORRECTIONA	INMATE LABOR	55.00	0.00	000000	0/00/00	55.00
		** TOTALS **	55.00	0.00			55.00
01-003298	NUTRIEN AD SOLUTIONS	GRASS SEED	440.00	440.00-	112728	10/11/18	0.00
		** TOTALS **	440.00	440.00-			0.00
01-020208	O'HALLORAN INTERNATIONAL	CORE RETURN ENGINE 2	70.20-	0.00	000000	0/00/00	70.20-
01-020208	O'HALLORAN INTERNATIONAL	2 - 12 VOLT BATTERIES ENGINE 2	241.16	0.00	000000	0/00/00	241.16
		** TOTALS **	170.96	0.00			170.96
01-020203	OFFICE STOP	3 RING BINDER	15.65	0.00	000000	0/00/00	15.65
		** TOTALS **	15.65	0.00			15.65

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01-002956	OPN ARCHITECTS INC	DESIGN SERVICES	15,989.37	0.00	000000	0/00/00	15,989.37
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES	2,330.63	0.00	000000	0/00/00	2,330.63
		** TOTALS **	18,320.00	0.00			18,320.00
01-020326	OPTIONS INK	FREIGHT	26.69	0.00	000000	0/00/00	26.69
		** TOTALS **	26.69	0.00			26.69
01-001520	OUR IOWA	SUBSCRIPTION	19.98	19.98-	112744	10/17/18	0.00
		** TOTALS **	19.98	19.98-			0.00
01-021050	P & H WHOLESALE INC.	SUPPLIES	38.53	0.00	000000	0/00/00	38.53
		** TOTALS **	38.53	0.00			38.53
01-002985	PAUL KERSEY	STEEL TOED BOOTS	136.95	136.95-	112751	10/17/18	0.00
		** TOTALS **	136.95	136.95-			0.00
01-000169	PERRY JOHNSON	AUGUST MILEAGE - INSPECTIONS	212.01	0.00	000000	0/00/00	212.01
01-000169	PERRY JOHNSON	SEPTEMBER MILEAGE - INSPECTION	128.08	0.00	000000	0/00/00	128.08
		** TOTALS **	340.09	0.00			340.09
01-021440	PIZZA HUT	PRISON HELP	23.79	0.00	000000	0/00/00	23.79
01-021440	PIZZA HUT	PRISON HELP	31.00	0.00	000000	0/00/00	31.00
01-021440	PIZZA HUT	PRISON HELP	37.00	0.00	000000	0/00/00	37.00
01-021440	PIZZA HUT	PRISON HELP	41.69	0.00	000000	0/00/00	41.69
01-021440	PIZZA HUT	PRISON HELP	22.00	0.00	000000	0/00/00	22.00
		** TOTALS **	155.48	0.00			155.48
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL HOSTING FEES	1,550.64	0.00	000000	0/00/00	1,550.64
		** TOTALS **	1,550.64	0.00			1,550.64
01-000625	PRODUCTIVITY PLUS ACCOUNT	FILTER	9.05	9.05-	112599	10/05/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	HYDRAULIC CONNECTION #31	6.90	6.90-	112599	10/05/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	KUBOTA REPAIRS	106.94	106.94-	112718	10/11/18	0.00
		** TOTALS **	122.89	122.89-			0.00
01-002978	QCI	EMAIL ISSUE	405.00	0.00	000000	0/00/00	405.00
		** TOTALS **	405.00	0.00			405.00
01-003173	R & R RENTAL	GAS BILL	8.11	8.11-	112755	10/17/18	0.00
01-003173	R & R RENTAL	ELECTRIC BILL	107.00	107.00-	112755	10/17/18	0.00
		** TOTALS **	115.11	115.11-			0.00
01-001136	R & R SEPTIC SERVICE INC	SEPTIC SYSTEM REPAIRS	310.00	310.00-	112719	10/11/18	0.00

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
PARTIALLY ITEMS DATES:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018
UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	310.00	310.00-			0.00
01-009870	RACCOON VALLEY ELECTRIC C	SEPTEMBER ELECTRIC SERVICE	958.30	958.30-	112733	10/11/18	0.00
		** TOTALS **	958.30	958.30-			0.00
01-003094	RACHEL VAN ERDEWYK	PHONES	164.95	164.95-	112754	10/17/18	0.00
01-003094	RACHEL VAN ERDEWYK	ILA CONFERENCE	187.48	187.48-	112754	10/17/18	0.00
		** TOTALS **	352.43	352.43-			0.00
01-000490	RANDALL M. KRAUEL	SUDAS MEETING MILEAGE	62.13	62.13-	112598	10/05/18	0.00
01-000490	RANDALL M. KRAUEL	MILEAGE - APWA FALL CONFERENCE	219.09	219.09-	112741	10/17/18	0.00
		** TOTALS **	281.22	281.22-			0.00
01-023640	RAY'S REFUSE SERVICE	SEPT. TRASH COLLECTIONS	31,036.17	31,036.17-	112711	10/09/18	0.00
01-023640	RAY'S REFUSE SERVICE	SEPTEMBER GARBAGE PICKUP	1,374.57	0.00	000000	0/00/00	1,374.57
		** TOTALS **	32,410.74	31,036.17-			1,374.57
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	34.99	34.99-	112740	10/17/18	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	40.50	40.50-	112740	10/17/18	0.00
		** TOTALS **	75.49	75.49-			0.00
01-023815	REGION XII COG	SEPT. TAXI PROGRAM DONATIONS	2,220.00	2,220.00-	112712	10/09/18	0.00
		** TOTALS **	2,220.00	2,220.00-			0.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM	499.95	499.95-	112766	10/17/18	0.00
		** TOTALS **	499.95	499.95-			0.00
01-003302	SAPP HAULING	GARBAGE HAULING	71.23	71.23-	112756	10/17/18	0.00
		** TOTALS **	71.23	71.23-			0.00
01-024915	SARGENT DRILLING	WELL AND PUMP TESTS	250.00	0.00	000000	0/00/00	250.00
		** TOTALS **	250.00	0.00			250.00
01-001596	SCHROEDER'S	SIDING REPAIR	75.00	75.00-	112721	10/11/18	0.00
		** TOTALS **	75.00	75.00-			0.00
01-025874	STERICYCLE INC	SAFETY SUPPLIES	229.22	0.00	000000	0/00/00	229.22
		** TOTALS **	229.22	0.00			229.22
01-025880	STONE PRINTING CO.	SUPPLIES	25.99	25.99-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	8.00	8.00-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	1.00	1.00-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	4.00	4.00-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	19.59	19.59-	112767	10/17/18	0.00

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UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	SUPPLIES	26.91	26.91-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	74.99	0.00	000000	0/00/00	74.99
01-025880	STONE PRINTING CO.	LAMINATING POUCHES	75.99	0.00	000000	0/00/00	75.99
01-025880	STONE PRINTING CO.	SUPPLIES	48.99	0.00	000000	0/00/00	48.99
01-025880	STONE PRINTING CO.	SUPPLIES	159.00	0.00	000000	0/00/00	159.00
01-025880	STONE PRINTING CO.	SUPPLIES	11.56	11.56-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	TONER CARTRIDGES	65.96	0.00	000000	0/00/00	65.96
01-025880	STONE PRINTING CO.	MAP BINDER	87.47	0.00	000000	0/00/00	87.47
01-025880	STONE PRINTING CO.	SUPPLIES	3.38	3.38-	112767	10/17/18	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	9.99	0.00	000000	0/00/00	9.99
		** TOTALS **	622.82	100.43-			522.39
01-025935	SUBWAY	EMPLOYEE RECOGNITION	16.96	0.00	000000	0/00/00	16.96
		** TOTALS **	16.96	0.00			16.96
01-001739	SYN-TECH SYSTEMS INC.	PARTS RETURNED	334.80-	334.80	112722	10/11/18	0.00
01-001739	SYN-TECH SYSTEMS INC.	REPAIR PARTS	385.80	385.80-	112722	10/11/18	0.00
		** TOTALS **	51.00	51.00-			0.00
01-003220	TURFWERKS	FILTERS	59.91	0.00	000000	0/00/00	59.91
01-003220	TURFWERKS	HYDRAULIC FILTER	55.51	0.00	000000	0/00/00	55.51
01-003220	TURFWERKS	REPAIR PARTS	119.86	0.00	000000	0/00/00	119.86
		** TOTALS **	235.28	0.00			235.28
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/22/2018	52.74	52.74-	112606	10/05/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/29/2018	67.38	67.38-	112607	10/05/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/6/2018	113.49	113.49-	112768	10/17/18	0.00
		** TOTALS **	233.61	233.61-			0.00
01-028435	UTILITY EQUIPMENT COMPANY	REPAIR CLAMPS	216.23	0.00	000000	0/00/00	216.23
		** TOTALS **	216.23	0.00			216.23
01-029013	VERIZON WIRELESS	AIR CARDS	280.33	280.33-	112608	10/05/18	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	362.85	362.85-	112608	10/05/18	0.00
		** TOTALS **	643.18	643.18-			0.00
01-002590	WENDL'S WEAPONS LLC	WEAPON SUPPLIES	1,117.80	0.00	000000	0/00/00	1,117.80
		** TOTALS **	1,117.80	0.00			1,117.80
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY SYSTEM REPAIRS	521.98	521.98-	112724	10/11/18	0.00
		** TOTALS **	521.98	521.98-			0.00
01-002024	WICKS CONSTRUCTION INC.	ENTRANCE DRIVE PROJECT FINAL	14,375.04	14,375.04-	112723	10/11/18	0.00
		** TOTALS **	14,375.04	14,375.04-			0.00

10-18-2018 09:53 AM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-030355	WITTROCK MOTOR CO.	SEPTEMBER CAR RENTAL	375.00	375.00-	112739	10/11/18	0.00
01-030355	WITTROCK MOTOR CO.	BUMPER BRACKET #20	67.49	0.00	000000	0/00/00	67.49
		** TOTALS **	442.49	375.00-			67.49
	* Payroll Expense		159,278.11				

10-18-2018 09:53 AM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

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UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	447,589.29	447,589.29CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	210,861.56	0.00	210,861.56
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	658,450.85	447,589.29CR	210,861.56

U N P A I D R E C A P

UNPAID INVOICE TOTALS	211,012.76
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	151.20CR
** UNPAID TOTALS **	210,861.56

10-18-2018 09:53 AM
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UNPAID ITEMS DATES	:	10/05/2018 THRU 10/18/2018	10/05/2018 THRU 10/18/2018

FUND TOTALS

001	GENERAL FUND	152,269.35
010	HOTEL/MOTEL TAX	475.10
110	ROAD USE TAX FUND	11,331.85
168	LIBRARY TRUST FUND	71.23
178	CRIME PREV/SPEC PROJECTS	280.33
179	POLICE K9 FUND	438.11
303	C.P. - AIRPORT	17,029.74
304	C.P. STREETS	43,402.76
309	C.P. - CORRIDOR OF COMM.	101,967.40
311	C.P.-PARKS & RECREATION	76,801.00
315	LIBRARY/CITY HALL REMODEL	43,319.20
600	WATER UTILITY FUND	32,973.24
602	WATER UTILITY CAP. IMP.	125.00
610	SEWER UTILITY FUND	17,554.83
850	MEDICAL INSURANCE FUND	1,133.60
	* PAYROLL EXPENSE	159,278.11
GRAND TOTAL		658,450.85

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

MEMO TO: Mike Pogge-Weaver, City Manager *MSP-20*

FROM: Brad Burke, Chief of Police *BB*

DATE: October 16, 2018

SUBJECT: Renewal of License

The following establishments have made application for renewal of their liquor license:

Rancho Grande

323 N Main St.

Class "C" Liquor License with Outdoor Service and Sunday sales

Fareway Stores, Inc. #409

709 Monterey Dr.

Class "E" Liquor License with carryout beer and carryout wine including native wine

Ossy's Show Club/Piranha Club

1215 Plaza Dr.

Class "C" Liquor License with Outdoor Service

RECOMMENDATION: Council consideration and approval of this renewal.

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: Laura A. Schaefer, Finance Director/City Clerk *lao*
DATE: October 17, 2018
SUBJECT: Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc.
Annual Tax Increment Finance Appropriations for FY 2020

On December 27, 2016, the City entered into a development agreement (the "agreement") with Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc. (the "Developer"). The agreement required the developer to construct a 17,000-square foot building along with create 10 new jobs in the building. In exchange, the City will provide a tax increment grant equal to the incremental property tax revenues generated and paid by the developer on the new building over 15 years, not to exceed a total grant amount of \$300,000.

The agreement also provides a provision that each tax increment grant shall be subject to annual appropriation by the City Council. Prior to December 1 of each year, during the term of the agreement, the City Council shall consider the question of obligating to fund the tax increment grant to be collected in the next fiscal year.

Annual appropriations is common language in development agreements of this type in Iowa and without this language the City would be required to count the total amount of the grant against the City's debt obligations and constitutional debt limit. While this language allows the current and future City Councils to choose to not appropriate funds for this grant in the future without any recourse from the Developer, such an action does carry consequences for the City. If the Council would choose to not appropriate funds the City's bond rating would likely change to "junk status". In the end, the City's ability to borrow funds could be affected and if the City were able to borrow funds then the City would likely be hammered with a higher rate that could cost the City more in the end than the grant payments themselves.

The developer has completed construction of the building as required by the agreement.

Attached is a resolution appropriating the tax increment finance (TIF) revenue to be collected in FY 2020 related to this project to be paid to the developer and to account for this in the FY 2020 budget. This is the second year of annual appropriations.

RECOMMENDATION: Council consideration and approval of the resolution obligating funds from the Central Business District Urban Renewal Tax Revenue Fund for appropriation of the payment of the tax increment grant to Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc. for FY 2020.

RESOLUTION _____

Obligating funds from the Central Business District Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year

WHEREAS, the City of Carroll, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted a Fifth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has agreed to make semi-annual payments which shall come due in the fiscal year beginning July 1, 2018, under the Development Agreement dated December 27, 2016, (the "Agreement") between the City and Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc., equal in amount to 100% of the Incremental Property Tax Revenues (as such term is defined in the Agreement) received by the City during such fiscal year in respect of the Project (as such term is defined in the Agreement) (the "Annual Semi-Payment"), up to the amount of the Maximum Grant Total described in the Agreement; and

WHEREAS, the City Clerk certified the Maximum Grant Total on the City's December 1, 2017 certification of debt payable from the Urban Renewal Tax Revenue Fund.

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2019; and

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

Section 1. The City Council hereby obligates a portion of the said Incremental Property Tax Revenues so received as described in the preambles hereof for appropriation from the Urban Renewal Tax Revenue Fund to the Semi-Annual Payment in the fiscal year beginning July 1, 2019.

Section 2. The City Clerk is hereby directed to reflect the amount obligated for appropriation in Section 1 above, in the City's budget for the next succeeding fiscal year.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 22nd day of October, 2018.

Eric P. Jensen, Mayor

Attest:

Laura A. Schaefer, City Clerk

BRUNER, BRUNER & REINHART LLP

Robert S. Bruner
(1936-2006)
Barry T. Bruner
bbruner@1043.net
David S. Bruner
dbruner@1043.net

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www.brunerlegal.com

Robert F. Feilmeyer
Of Counsel
Eric D. Reinhart
tfedr@netins.net
Carol A. Wendl
cawla@netins.net

MEMO

TO: Mayor Jensen, City Council and Manager
FROM: David S. Bruner, City Attorney *DB*
DATE: October 17, 2018

RE: Acceptance of tobacco Settlement Agreements

BACKGROUND

On February 22, 2018, tobacco retailer compliance checks by the Carroll Police Department resulted in citations being issued to employees of the following retailers for providing tobacco to a minor. In accordance with State law, the City pursued civil penalties against the tobacco permit holders, as follows:

<u>Store</u>	<u>Offence</u>	<u>Penalty</u>
Casey's General Store	First	\$ 300
The Vaped Ape LLC	First	\$ 300
Walmart	First	\$ 300
Reiling 71 South	Second	30 day suspension
Drees Oil Co. Inc.	Third	\$1,500 & 30 day suspension

The above retailers have agreed to settlement without hearing before the Council, and have submitted their Settlement Agreements.

RECOMMENDATION

Motion authorizing the Mayor to execute the Order accepting the Settlement Agreement from the above retailers for violation of the State's tobacco law.

m:\janet\word\dsb\1850.11\lrs-18\council-memo101518

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MJPW*

FROM: Laura A. Schaefer, Finance Director/City Clerk *las*

DATE: October 17, 2018

SUBJECT: Change City Council Meeting

For scheduling purposes, city staff is recommending changing the Monday, November 12, 2018 Council meeting to Tuesday, November 13, 2018.

Attached is a resolution reflecting this change.

RECOMMENDATION: Council consideration and approval of the attached resolution changing the Monday, November 12, 2018 Council meeting to Tuesday, November 13, 2018.

RESOLUTION NO. _____

A RESOLUTION SETTING DATE AND TIME OF REGULAR CITY COUNCIL MEETING

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all regular Council meetings time and place be fixed by resolution; and

WHEREAS, due to scheduling purposes, it is necessary to change the Monday, November 12, 2018 Council meeting to Tuesday, November 13, 2018; and

NOW, THEREFORE, BE IT RESOLVED that the Monday, November 12, 2018 Council meeting is rescheduled to Tuesday, November 13, 2018 to be held at the CCSD Board Room located at 1026 N Adams Street beginning at 5:15 P.M.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 22nd day of October, 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: Mike Pogge-Weaver, City Manager *MTP-w*

FROM: Laura A. Schaefer, Finance Director/City Clerk *las*

DATE: October 17, 2018

SUBJECT: Annual Council Planning Session

The City has been in contact with Jeff Schott to lead our annual planning session.

The proposed date of the planning session is December 4, 2018, 5PM to approximately 9PM at Region XII offices.

RECOMMENDATION: Council consideration and approval to schedule the Council annual planning session on December 4, 2018, at 5PM to be led by Jeff Schott.

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 *MJPW*
DATE: October 18, 2018
SUBJECT: Library/City Hall Project
Construction Testing

Proposals were requested and received to perform construction testing services for both the Carroll Public Library and Carroll City Hall work. Required construction testing during the project and includes testing of soils; concrete; masonry (grout strength and reinforcing placement); and structural steel (bolts, deck welding, deck sidelap fasteners, & welds). Proposals were received from the following firms:

Certified Testing Services, Inc.
TEAM Services, Inc.

Both proposals satisfactorily responded to the scope of the required testing. The proposal from Certified Testing Services, Inc. included an estimated cost of \$4,500 to \$5,000 for the work and was less than the proposal from TEAM Services, Inc.

Construction testing is a budgeted item under miscellaneous costs within the overall Library/City Hall Project budget.

RECOMMENDATION: Mayor and City Council consideration and approval of the resolution approving the proposals from Certified Testing Services, Inc. for construction testing services for the Library/City Hall Project.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROPOSAL OF CERTIFIED TESTING SERVICES, INC. FOR CONSTRUCTION TESTING SERVICES FOR THE LIBRARY/CITY HALL PROJECT.

WHEREAS, the City of Carroll is undertaking a construction project for the Library/City Hall Project; and,

WHEREAS, development of the Project requires the performance of construction testing services; and,

WHEREAS, Certified Testing Services, Inc. has submitted a Proposal to perform the required construction testing services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll Iowa, that the Proposal of Certified Testing Services, Inc. for construction testing services for the Library/City Hall Project is approved and the Mayor is authorized and directed to Sign the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 22nd day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Certified Testing Services, Inc.

1330 North Michigan Street • P.O. Box 740 • Storm Lake, Iowa 50588 • Phone (712) 213-8378

August 15, 2018

City of Carroll
112 E. 5th Street
Carroll, IA 51401
Attn; Randy Krauel, Public Works Director

Re: Construction Materials Testing
Library/City Hall Project
Carroll, IA

Dear Mr. Krauel,

Certified Testing Services, Inc. is pleased to submit the following proposal for providing construction materials inspection and testing for the referenced project. We propose to provide testing and observation services, on a part-time basis, as requested by your representative and in accordance with our attached Fee Schedule. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule and attached General Conditions.

CTS is the Geotechnical Engineer of record for this project and is familiar with the soils in the area. (See Report No. G5409S). We also have other projects in Carroll and surrounding areas that will reduce trip costs when we can combine trips with other projects, therefore making us a valuable partner towards the successful completion of this project.

After reviewing the plans and specs for this project, CTS understands what will be needed. For soils testing, we anticipate six to eight visits to the project site for density testing. It will be necessary to perform two to three proctors prior to density testing.

For the concrete portion of the project we anticipate five to seven trips for concrete testing. Four cylinders are required per set and we anticipate 20 to 28 cylinders will be taken. Fees include trip charges, concrete cylinders and reporting.

Library/City Hall Project
Carroll, IA
August 15, 2018

Based on the above quantities our fees for this project will be approximately \$4,500.00 to \$5,000.00. This estimate is based on the information provided to CTS at the time of the estimate. Any additional services will be charged per the attached Fee Schedule.

CTS realizes some overtime may be required on our part to facilitate progress of the projects. **Our hourly rates and unit fees will increase for our overtime involvement for these projects, prior to 7AM, after 5PM, and weekends. Costs for nuclear density testing are also included in our hourly rate.**

In addition to general liability insurance, Certified Testing Services, Inc. also provides professional liability (errors and omissions) insurance for each of its projects. Our laboratory is an Iowa Department of Transportation approved laboratory and also a member of the American Council of Independent Laboratories.

Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact our firm at (712)213-8378.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Mark C. Olson
Project Manager



Gary R. Jackson, S.E.
Division Manager
GRJ/jsk

Library/City Hall Project
Carroll, IA
August 15, 2018

Note: As each contractor has different means for completing a project we would ask that you review the number of trips we have estimated and notify us immediately if our estimated trips do not meet with your construction schedule so that we may avoid a conflict during the project due to variances. We can only estimate the number of trips that will be needed based on like projects which we have had experience with.

FEE SCHEDULE FOR CARROLL LIBRARY/CITY HALL PROJECT

Vehicle Fee	per mile	\$.70
Geotechnical Engineer	per hour	\$ 150.00
Project Manager	per hour	\$ 130.00
Concrete/Soils Technician	per hour	\$ 64.00
Standard Proctor	each	\$ 140.00
Compressive Strength of Concrete Cylinders	each	\$ 15.00
Entry and Curing Charge for Spare Cylinders	each	\$ 12.00
Concrete Test Cylinder Molds	each	\$ 2.00
Report Preparation	per hour	\$ 35.00

AGREED TO THIS _____ DAY OF _____,

BY: _____

TITLE: _____

FIRM: _____

GENERAL CONDITIONS

TESTING AND OBSERVATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If, during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this

agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies with CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

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: October 18, 2018

SUBJECT: 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 (3rd Reading and consider final adoption).

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. On August 6, 2018, the City Council approved a rezoning request from R-3 to Planned Unit Development with an underlay zoning of R-5 and approved Carroll Park Apartments Preliminary Plat. On August 27, 2018 the City Council approved a resolution adopting the Carroll Park Apartments Urban Renewal Plan and the 1st Reading of the Ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan. On September 10, 2018, the City Council approved the 2nd Reading of the Ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan.

The proposed development calls for the construction of two, 30-unit, three story, market rate apartment buildings on the southside of the property and 8 owner occupied, duplex buildings, for a total of 16 units on the north side of the property. The apartments will all be two-bedroom units with a higher level of interior finishes including a washer and dryer in each unit, granite countertops, oak cabinets, etc. Rent for the units in the 30-unit building is targeted at \$950 to \$1,000 per month. The duplexes will be marketed in the range of \$240,000 per unit. It is anticipated that Kenyon Hill Ridge, LLC will 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.

At the October 22nd Council meeting, the City Council will consider the 3rd reading and final adoption of the ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan and will hold a public hearing and consider approval of a development agreement with Kenyon Hill Ridge LLC related to the development of Carroll Park Apartments.

The approved Carroll Park Apartments Urban Renewal Plan and this Ordinance will provide the City the ability 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: Consideration of the 3rd reading and final adoption of the attached ordinance for the division of revenues under Iowa Code Section 403.19 for Carroll Park Apartments Urban Renewal Plan.

Carroll Park Apartments Urban Renewal Plan Frequently Asked Questions

How does this TIF rebate work?

In a TIF district, property taxes are collected at the normal levy rates. For FY 2019 the consolidated levy rate for the City of Carroll is \$25.7527 per \$1,000 of taxable value. Debt service levies for the County, City and School District and the Physical Plant and Equipment Levy (PPEL Levy) for the School District are distributed to the various taxing authorities as normal. The remaining tax collections are then diverted to the TIF district to be used on authorized uses. For FY 2019, the "TIF Rate" for the City of Carroll is \$23.41427 per \$1,000 of value. Since this project is Market Rate and does not include low-to-moderate income (LMI) housing, the City is required to set aside a percentage of the TIF collections equal to the LMI population in Carroll County. The current LMI population in Carroll County is 36.62%. This percentage is subject to change as the rate changes annually. Therefore, of the "TIF Rate" of \$23.41427 per \$1,000 of value, only \$14.83996 is eligible to be reimbursed to the developer after all required set asides.

Working with the Carroll County Assessor, the total assessed value for the apartment buildings and 18 duplex building is estimated to be approximately \$8,258,910. Assuming that the project is fully built out by January 1, 2020 and using the FY 2018/2019 tax rates, the developer would pay a total of \$135,043 in property taxes in FY 2021/2022. Based on that amount, after debt service levy, PPEL Levy, and required LMI set aside the developer would only be eligible to receive \$77,819 back as a TIF rebate in FY 2021/2020.

What happens once the developer is fully reimbursed?

Once one TIF Rebate is completely paid, the TIF District will end and the tax collections will occur like any other property in the City. Based on estimates developed by JEO Engineering, the projected infrastructure cost and eligible reimbursement is \$493,060. It would take just over 7 years to fully reimburse the developer \$493,060. If infrastructure reaches the maximum cost of \$600,000, as specified in the development agreement, it will take just under 9 years to fully reimburse the developer. If the infrastructure cost is ultimately greater than \$600,000, that difference would be the responsibility of the developer.

Is the City liable for making up the difference if TIF collections are not sufficient to fully reimburse the developer?

No. The developer is only eligible to receive a TIF rebate for up to 10 years. If tax collections are not sufficient to fully reimburse the developer during that first 10 years from when the TIF district is certified, which will occur in the year that construction first starts in the development, the developer will not be fully reimbursed their costs. The risk in this case is on the developer.

How and where can LMI set aside be used?

The funds in the LMI set aside can be used anywhere in the City of Carroll. Examples on how LMI funds can be used include, but are not limited to:

- Construction of LMI affordable housing.
- Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
- Homeownership assistance for LMI residents and/or families.
- Down payment assistance for LMI residents and/or families
- Mortgage interest buy-down assistance for LMI residents and/or families.
- Under appropriate circumstances, the construction of public improvements that advance housing for LMI residents and/or families.

The ultimate decision on how the LMI funds are used will be made by the City Council. While a discussion has not had at the Council level, some discussions have been held with Region XII Council of Governments about supplementing some of their programs related to housing rehabilitation, down payment assistance, and other similar programs for LMI residents.

Is the proposed Carroll Park Apartment project “dead” if the development incentive is denied by the City Council?

Not necessarily. On August 6, 2018, the Carroll City Council on a 6-0 vote approved the rezoning request and Preliminary Plat for the Carroll Park Apartments development. With an approved preliminary plat, the developer is guaranteed the right, for a one-year period, to develop the property as long as they follow the approved preliminary plat. If the City Council would decide to not provide an incentive, the development would still be permitted to proceed under the approved preliminary plat, just without any incentive or any of the terms and conditions that have been negotiated as part of the proposed Carroll Park Apartments Development Agreement. After one year the preliminary plat approval is void and the developer would be subject to any new zoning restrictions and subdivision requirements that are in place.

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 27th 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)

01503307-1\10275-067

Carroll Park Apartments Project Timeline

June 25, 2018 – City Council – Carroll Park Apartments Project was presented to Council. Dave Walters, Green Stream of Iowa, discussed the project with Council. No Council action taken. Council consensus to continue exploring this project.

July 11, 2018 – Planning and Zoning Commission:

- Planning and Zoning Commission held a public hearing on the rezoning from R-3, Low-Density Residential to P.U.D., Planned Unit Development with an underlay zoning of R-5, High-Density Residential District, Marty Steffes was present to represent and support the request. No one appeared in opposition. All present voted aye. Absent: Horbach, McQueen and Pietig.
- A preliminary plat for Carroll Park Apartments was submitted for review. All present voted aye. Absent: Horbach, McQueen and Pietig. To recommend to the City Council approval of the preliminary plat.

July 23, 2018 – City Council – Set public hearing & consultation for the urban renewal area. All present voted aye. Absent: Siemann. Motion carried.

August 6, 2018 – City Council:

- Held public hearing and approved the rezoning request from R-3 to Planned Unit Development with an underlay zoning of R-5. No public comments made. All present voted aye. Absent: None. Motion carried.
- Approved the Preliminary Plat. All present voted aye. Absent: None. Motion carried.
- Set a public hearing date (August 27) for the Development Agreement. All present voted aye. Absent: None. Motion carried.

August 8, 2018 – Planning and Zoning Commission – Planning and Zoning Commission reviewed and recommended to the City Council approval of the Urban Renewal Plan for Carroll Park Apartments. All present voted aye. Absent: Macke. Motion carried.

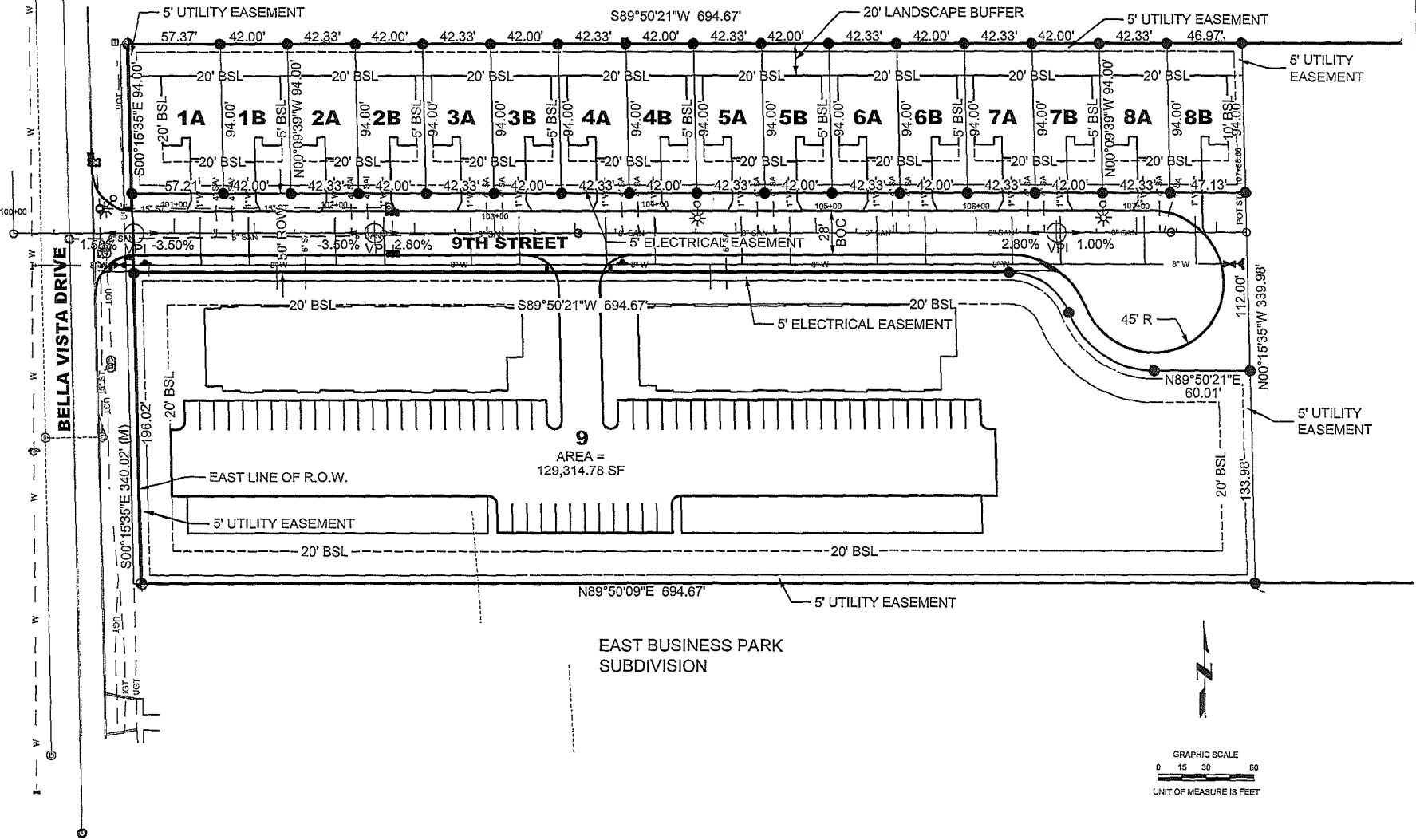
August 27, 2018 – City Council:

- Held public hearing and approved the resolution to set up the urban renewal plan. Neil Bock, Jean Ludwig and Rhonda Bock addressed Council during the public hearing. All present voted aye except Siemann voted nay. Absent: None. Motion carried.
- Approved the first reading of the ordinance to set up the TIF district. All present voted aye. Absent: None. Motion carried.
- Held public hearing and deferred action on the resolution until September 24 council meeting to enter into a development agreement with Kenyon Hill Ridge LLC. Neil Bock addressed Council during the public hearing. All present voted aye. Absent: None. Motion carried.



600.723.8557

NORTHRIDGE FOURTH SUBDIVISION PHASE THREE



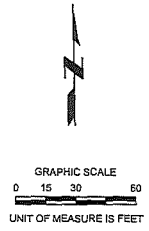
BELLA VISTA DRIVE

9TH STREET

EAST BUSINESS PARK
SUBDIVISION

1A 1B 2A 2B 3A 3B 4A 4B 5A 5B 6A 6B 7A 7B 8A 8B

9
AREA =
129,314.78 SF



2018
CARROLL PARK
APARTMENTS SUBDIVISION
CARROLL, IOWA

PROPOSED SITE PLAN

PROJECT NO.	160482.00
DATE	7/16/2016
DRAWN BY	Jrandolph
FILE NAME	D:\160482-A\A1.dwg
FIELD BOOK	FIELDBOOK
FIELD CHECK	FC IN
SURVEY FILE NO.	SURVEY FILE NO.
PLAN IN FIELD	IN
DATE	7/16/16
75 PERCENT REVIEW	DATE 7/16/16
DATE	7/16/16
85 PERCENT REVIEW	DATE 7/16/16
DATE	7/16/16
REVISIONS	

A.04

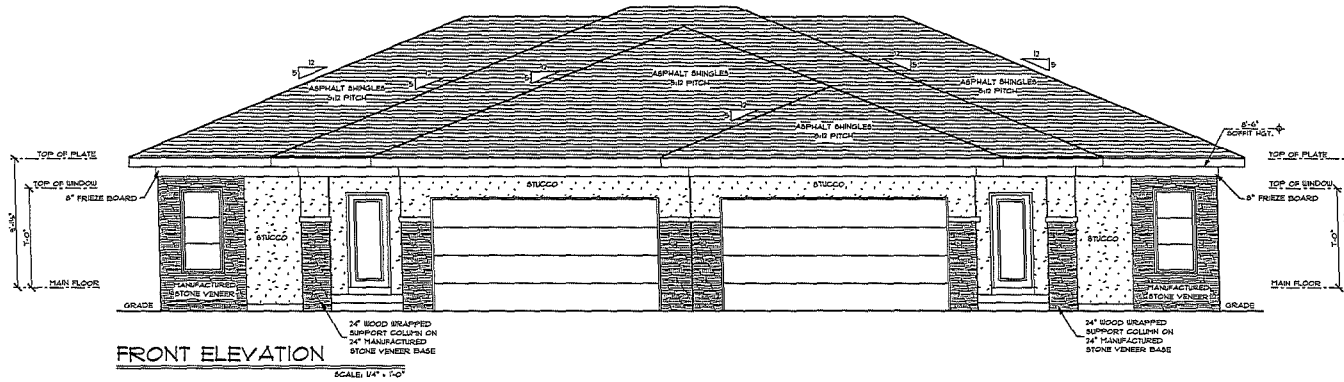
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MATERIALS NOTE:
 1. IT IS THE OWNER'S/CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BUILDUP OF MOISTURE ON ROOF.
 2. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
 3. PLANINGS TO BE INSTALLED.
 4. AT ALL ROOF INTERSECTIONS:
 1. REMOVE EXISTING MATERIALS.
 2. DISCOVER WHETHER A CHANGE IN ROOF SLOPE OR DIRECTION.
 3. AROUND ROOF OPENINGS (SEE PROVISIONS).
 4. 3 LAYERS OF INSULATION (OPTIONAL).
 5. 1/2" THICK POLYMER MODIFIED BITUMEN SHEET EXTENDING FROM THE EAVES TO A MINIMUM OF 12" FROM THE EXTERIOR WALL LINE OF THE BUILDING.
ROOF DRAINAGE:
 1. COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE GROUND SURFACE AT LEAST A FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
ROOF DESIGN:
 1. VERIFY HILL, VALLEY, OR TRUSS. ALL HILL VALLEY MUST NOT BE THE SAME.
 2. HALL NOTE: 9 BAPPED AREAS MAY NEED TO BE ADJUSTED UP OR DOWN TO MATCH HILL & TRUSS. ALWAYS DO HALL LINES MATCH UP. VERIFY HILL, IF TRUSS HILL.
ROOF VENTILATION:
 1. PROVIDE ROOF VENTS AND AIRFIT VENTS AS REQ'D BY CODE.

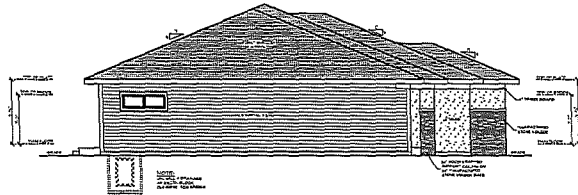
NOTE:
 ACCORDING TO THE 2018 IRC, SOME WINDOWS MAY NEED TO BE ADJUSTED TO MEET SECTION R602.3 REQUIREMENTS. VERIFY W/ LOCAL BUILDING DEPARTMENT.



FRONT ELEVATION

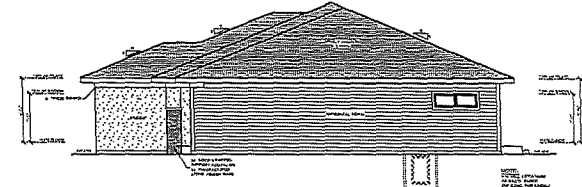
SCALE: 1/4" = 1'-0"

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



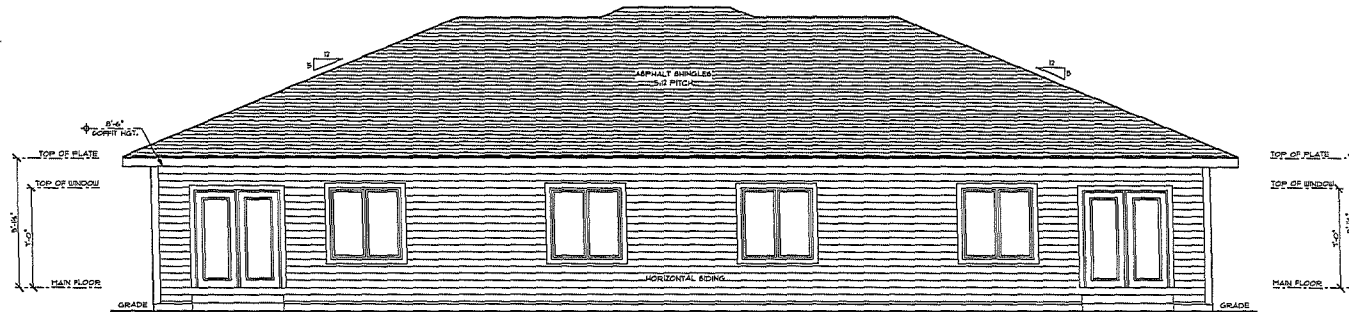
LEFT ELEVATION

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



RIGHT ELEVATION

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



REAR ELEVATION

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

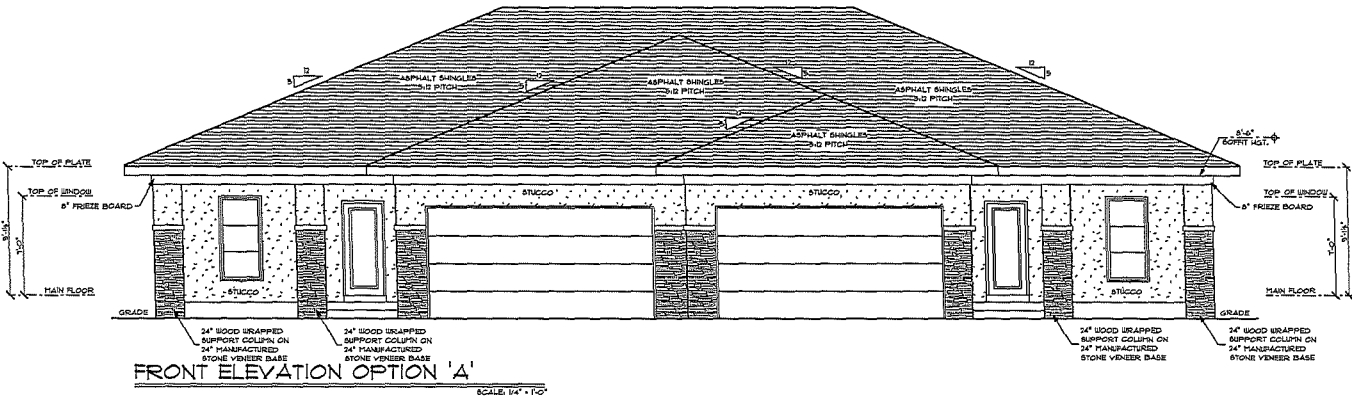
IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR / SUB-CONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. AND THE OWNER SHALL BE RESPONSIBLE FOR CLARIFICATION. IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUB-CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.

PROVIDED AS IS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCAL ZONING AND BUILDING DEPARTMENT REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCAL ZONING AND BUILDING DEPARTMENT REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCAL ZONING AND BUILDING DEPARTMENT REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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

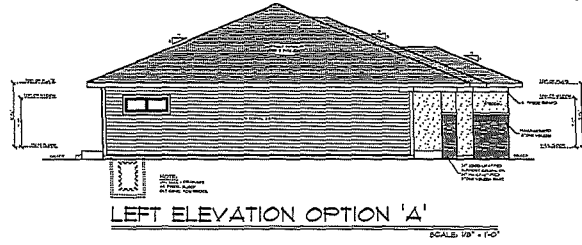
MATERIALS NOTES:
 1. IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE RISK OF FIRE OR INJURY.
 2. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
PLUMBING TO BE INSTALLED:
 1. AT WALL AND ROOF INTERSECTIONS
 2. WHEREVER THERE IS A CHANGE IN ROOF SLOPE OR DIRECTION
 3. AROUND ROOF OPENINGS
 (SEE PROJECTIONS)
 1. 2 LAYERS OF UNDERLAMENT CEMENTED TOGETHER OR A SELF-ADHERING POLYMER MODIFIED BITUMEN SHEET EXTENDED FROM THE RAFTER EDGE TO A POINT AT LEAST 24" INSIDE THE EXTERIOR WALL LINE OF THE BUILDING.
ROOF DRAINAGE:
 1. COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE OUTSIDE THROUGH AT LEAST A 1 1/2" RAIN FLOOR DRAINAGE SYSTEM.
ROOF DESIGN:
 1. VERIFY WITH LOCAL OR TOWNERS ALL LOCAL CODES. THEY MAY NOT BE THE SAME.
 2. WALLS IN BATTLED AREAS MAY NEED TO BE ADJUSTED UP OR DOWN TO MATCH WITH A TYPICAL AREA SO FRAMES LINE UP.
 3. PROVIDE RIDGE VENTS, UP TRUSS PER LOCAL VENTILATION.
 4. PROVIDE RIDGE VENTS AND ADJUST VENTS AS NEED BY CODE.

NOTE:
 ACCORDING TO THE 2012 IRC SOME WINDOWS MAY NEED TO BE ADAPTED TO MEET SECTION R602.3 REQUIREMENTS. VERIFY WITH LOCAL BUILDING DEPARTMENT.

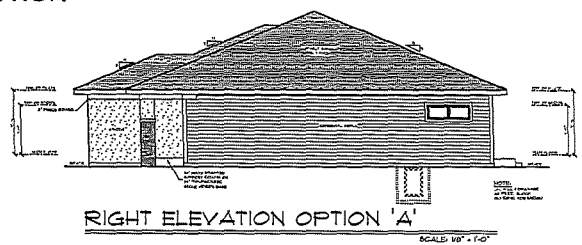


FRONT ELEVATION OPTION 'A'
 SCALE: 1/4" = 1'-0"

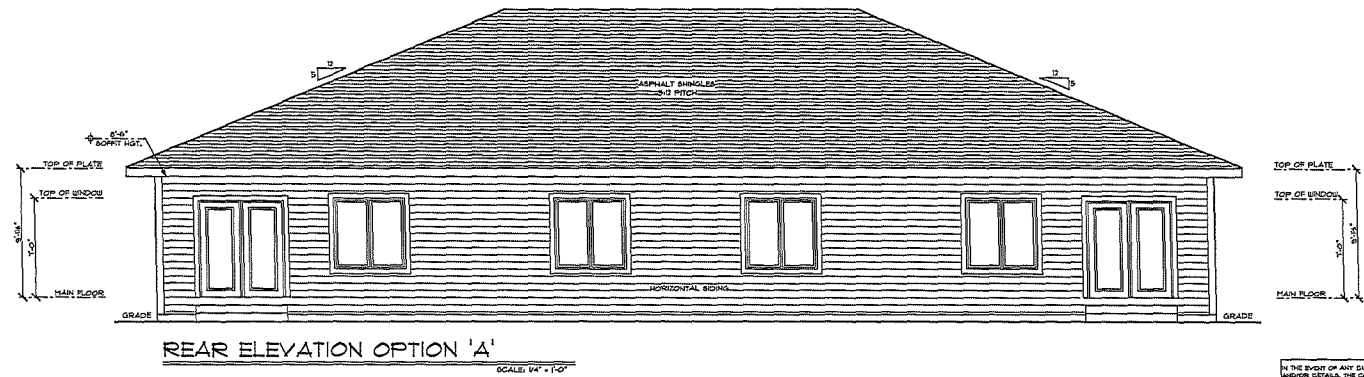
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



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



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



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

NOTE:
 IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR / SUBCONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. (DRI) 248-7800 BEFORE CONSTRUCTION. FOR ELABORATION, IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUB-CONTRACTOR WILL ASSUME FULL RESPONSIBILITY.

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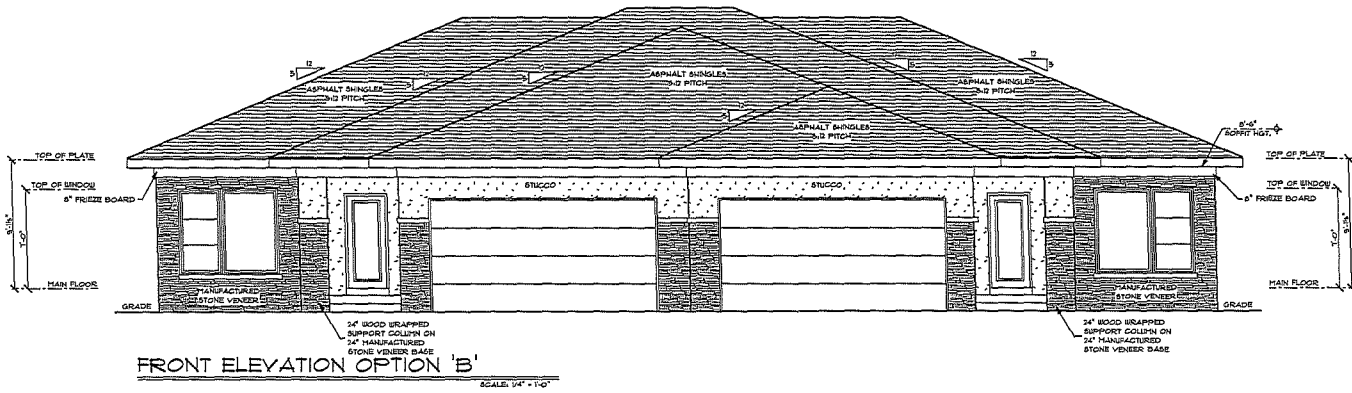
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CHECKED BY:
FINAL RELEASE:
REVISIONS:
JOB NO. 16-28100

6

MATERIALS NOTES:

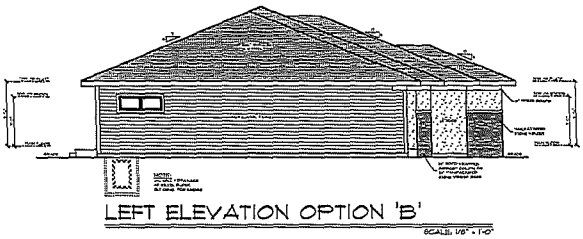
- IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BURDEN OF FIREHOLE OR HOLE.
- CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL JURISDICTION OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
- FLASHINGS TO BE INSTALLED.
- AT GABLE AND ROOF INTERSECTIONS:
 - SHIMMY-N-TIMBER: A CHANGE IN ROOF SLOPE OR DIRECTION.
 - AROUND ROOF OPENINGS.
 - SEE DETAIL.
- 3 LAYERS OF UNDERLAYMENT COATED TOGETHER OR A REINFORCED POLYMER FLOORING WITH A 1/2" SCHEDULE 40 PIPE OR 2" DIA. SCHED 40 PIPE. THE EXTERIOR WALL LINE OF THE BUILDING.
- COLLECT AND DISCHARGE ALL ROOF DRAINAGE TO THE OUTSIDE. DRAINAGE AT LEAST 3 FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
- ROOF DRAINAGE:
 - VERIFY HELL HOLES ON TRUSSES, ALL HELL HOLES MUST NOT BE THE SAME.
 - WALL HOLES + DAMPPED AREAS MUST BE TO BE ADAPTED UP OR DOWN TO MATCH HELL + TRUSSED AREAS. EG. FASCIA LINDS MATCH UP, VERIFY HOLES BY TRUSS VIB.
 - ROOF VENTILATION.
 - PROVIDE HELL HOLES AND AIRFT VENTS AS NEEDS BY CODE.

NOTE:
 ACCORDING TO THE 209 INC
 SOME WINDOWS MAY NEED TO BE ADJUSTED
 TO MEET SECTION R602.3 REQUIREMENTS.
 VERIFY W/ LOCAL BUILDING DEPARTMENT.

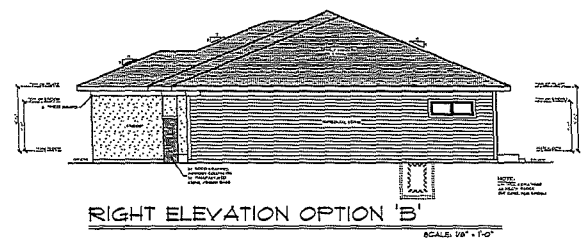


FRONT ELEVATION OPTION 'B'
 SCALE: 1/4" = 1'-0"

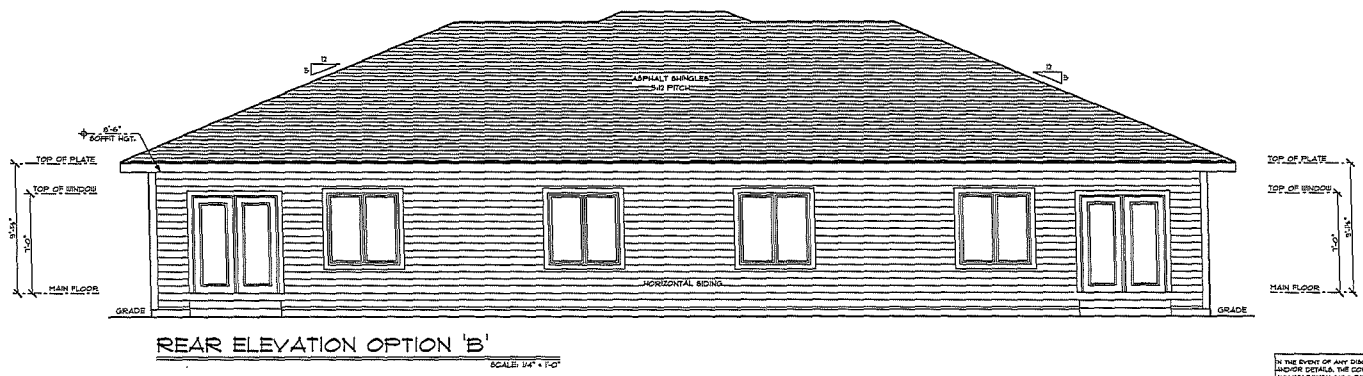
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



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



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



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

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS,
 SECTION DETAILS, THE CONTRACTOR / SUB-CONTRACTOR SHALL CONTACT
 AHMANN DESIGN, INC. FOR CLARIFICATION. IF NOT CONTACTED, THE CONTRACTOR /
 SUB-CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.

**AHMANN
 DESIGN INC.**

(319) 395-7900

WWW.AHMANNDESIGN.COM

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CHECKED BY:
FINAL RELEASED:
REVISIONS:
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7

FOUNDATION NOTES:

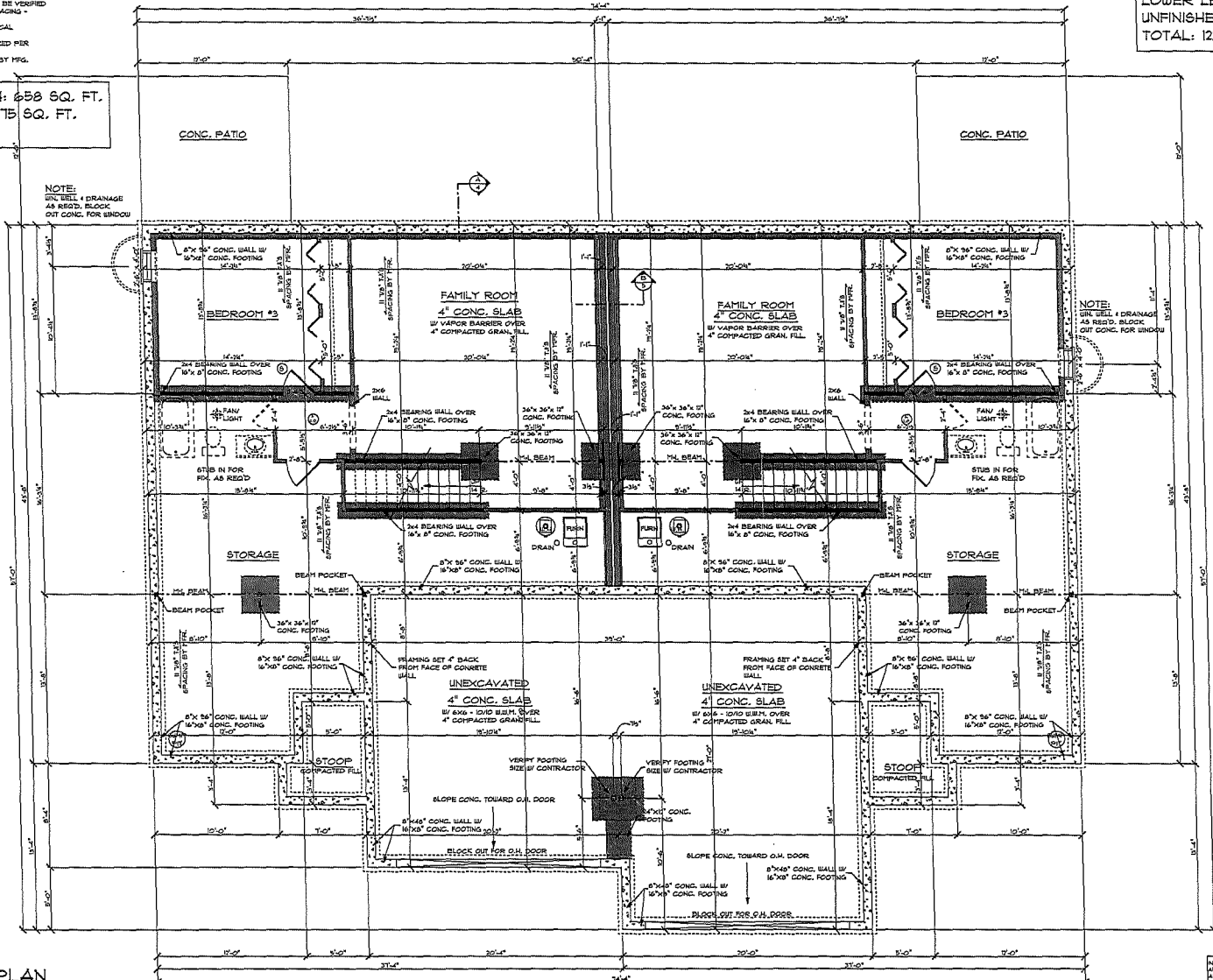
1. 3000 P.S.F. SOIL BEARING PRESSURE ASSUMED FOR FOOTING DESIGN. IF DIFFERENT CONDITIONS ARE ENCOUNTERED NOTIFY DESIGNER.
2. DO NOT BACKFILL BARRIEST WALLS UNTIL FIRST FLOOR IS IN PLACE.
3. 3000 P.S.F. CONCRETE TYPICAL.
4. DO NOT PLACE ANY FOOTINGS ON DISTURBED OR UNSTABLE SOIL. - OVER EXCAVATE AND EXTEND FOOTING DEPTH.
5. CONCRETE WALL, FOOTING & PAD SIZES TO BE VERIFIED BY CONTRACTOR. REINFORCING SIZE & SPACING - BY OTHERS.
6. VERIFY DEPTH OF Frost Footings BY LOCAL CODES, REGION AND SOIL BEARING.
7. PROVIDE TERMITE PROTECTION AS REQUIRED PER LOCAL CODES.
8. ACTUAL FLOOR JOIST LAYOUT & SPACING BY FRG.

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

NOTE:
ACCORDING TO THE 200 IRC
SOME WINDOWS MAY NEED TO BE ADJUSTED
TO MEET SECTION R602.3 REQUIREMENTS.
VERIFY BY LOCAL BUILDING DEPARTMENT.

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

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



NOTE:
SIN WELL & DRAINAGE
AS REQ'D. BLOCK
OUT CONC. FOR WINDOW

NOTE:
SIN WELL & DRAINAGE
AS REQ'D. BLOCK
OUT CONC. FOR WINDOW

- GENERAL NOTES:**
1. 1" x 1" CEILING HST.
 2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE THAT ALL PRODUCTS ARE INSTALLED PER MFR. RECOMMENDATIONS.
 3. IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE RISK OF MOISTURE OR MOLD.
 4. IT IS THE RESPONSIBILITY OF THE PLUMBING, ELECTRICAL AND HVAC SUB-CONTRACTORS TO DESIGN, BUILD THEIR SYSTEMS AND TO INSURE THAT THESE SYSTEMS ARE INSTALLED AND OPERATING PROPERLY.
 5. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR SCHEMATIC PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
 6. SMOKE DETECTOR (S)
 7. VENT FAN (V)
 8. SMOKE/CO/ION MONOXIDE DETECTOR (M)
 9. INTERIOR CONNECTIONS ARE TO CENTER OF STUD.
 10. BARRIEST MASH WINDOWS AS REQ'D BY LOCAL CODES. VERIFY SEE LOCATION BY CONTRACTOR.
 11. PURR OUT AND INSULATE BARRIEST WALLS AS REQ'D BY LOCAL CODES.
 12. TOP FIN. CEILING HST. / 8" x 8" FIN. TO UNDERSIDE OF BEAMS, DUCTS, ETC.

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR / SUB-CONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. WITHIN 30 DAYS BEFORE CONSTRUCTION FOR CLARIFICATION. IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUB-CONTRACTOR WILL ASSUME FULL RESPONSIBILITY.

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4

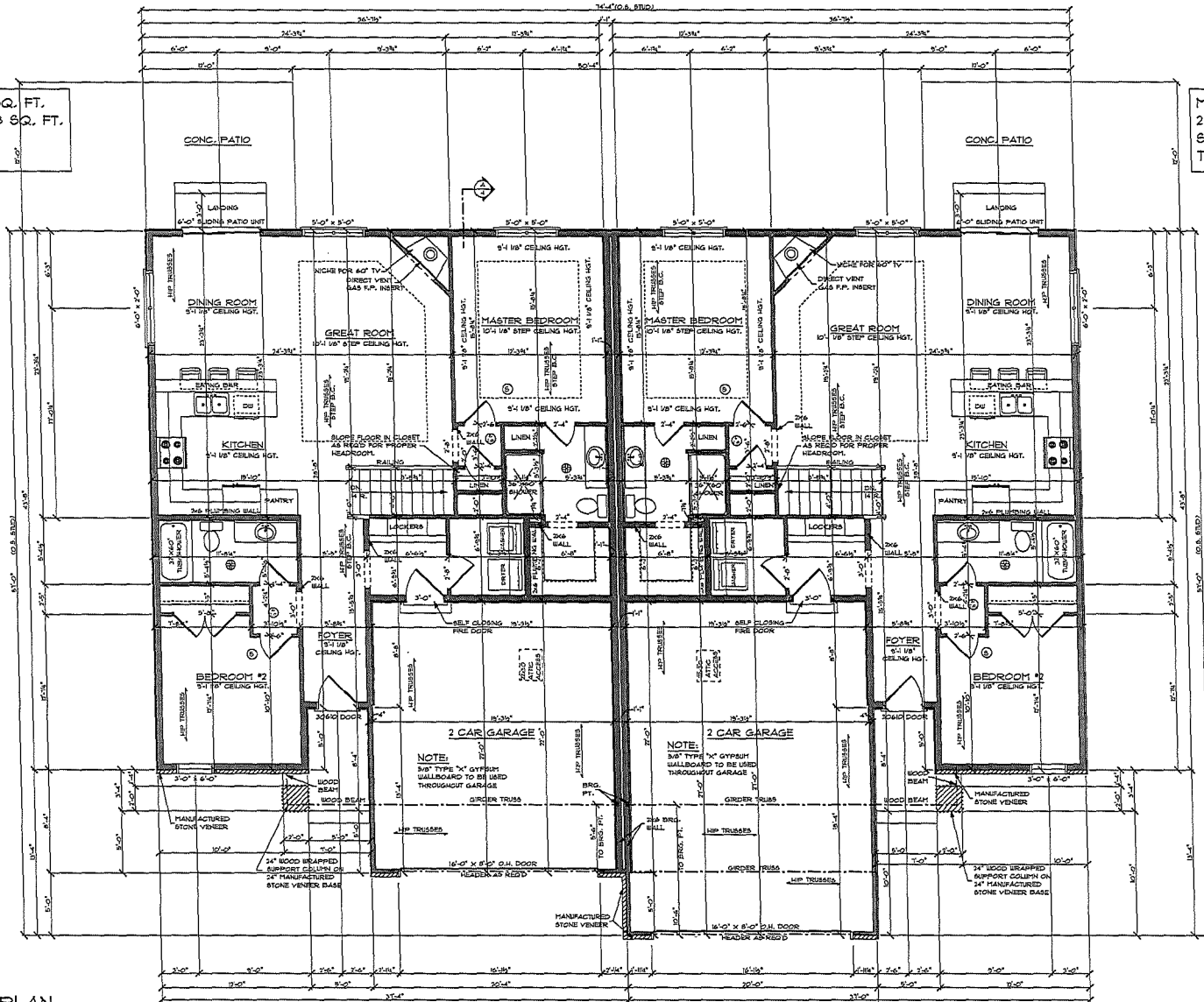
FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

- FRAMING NOTES:**
1. 9" x 16" WALL UNLESS NOTED
 2. WINDOW R.O. DO NOT INCLUDE TRANSOM OR ARCH TOPS
 3. ROOF TRUSSES TO BE DESIGNED & CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OR REGION OF CONSTRUCTION FOR ALL DEAD & LIVE LOADS.
 4. ALL EXTERIOR WALLS 200'S x 10" O.C. ALL INTERIOR WALLS 200'S x 10" O.C. GARAGE WALLS 200'S x 10" O.C.
 5. TRUSSE/LYF BEAM & EXTERIOR HEADER SIZES TO BE VERIFIED BY SUPPLIER.
 6. 2x4 FLUPTING WALLS AS REQ.

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: 1847 SQ. FT.



NOTE:
ACCORDING TO THE 2018 IRC SOME UPBOARDS MAY NEED TO BE ADJUSTED TO MEET SECTION R603 REQUIREMENTS. VERIFY IF LOCAL BUILDING DEPARTMENT.

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(319) 395-7900

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

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS AND/OR DETAILS, THE CONTRACTOR / SUB-CONTRACTOR SHALL CONTACT AHMANN DESIGN, INC. (319) 395-7900 BEFORE CONSTRUCTION FOR CLARIFICATION. IF AHMANN DESIGN IS NOT CONTACTED, THE CONTRACTOR / SUB-CONTRACTOR WILL ASSUME FULL RESPONSIBILITY.

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

3

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

City of Carroll

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 5TH 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

Date: August 27, 2018

Re: Public Hearing Comments for the Carroll Park Apartments Urban Renewal Plan

From: Laura A. Schaefer, City Clerk 

Public comments were received during the public hearing held on August 27, 2018, for the Carroll Park Apartments Urban Renewal Plan. The following individuals addressed Council: Neil Bock, Jean Ludwig and Rhonda Bock, all residents of Carroll, Iowa.

The comments were not in favor of the project of building a market rate apartment complex in their neighborhood. The comments included how taxpayers should not pay a subsidy to an outside developer and the Council should support Carroll and not outside investors. There was also a comment about a potential for a concentration of Section 8 housing in the apartment complex at some time in the future. And a final comment was made about the impact the apartment complex would have on the real estate market in the area.

Neil Bock
1216 Woodland Drive
Carroll, Iowa 51401

Cell Phone/Neil: 712-830-0094

Email: neiljbock@yahoo.com

Dear City Council Members/Mayer/City Manager:

At the August 27th City Council Meeting the following points were made.

1. The concern of community contribution of local tax money to fund up to \$600,000 in grant money to outside investors. Plus other incentives.
2. The unfair advantage given to savvy outside developers over local developers.
3. Long term detrimental effects of 30-60 apartments on local builders and investors.
4. The fact that rental profits would leave the community on a long term basis.
5. Lower property values, increased traffic and aesthetic issues.

The Carroll County Housing Assessment Summary for Carroll. Page 54 Para.2 reads:

“Overall housing reinvestment and maintenance is strong. The city’s older housing stock will require continued reinvestment especially for the large number of homes constructed in the 1960’s and 1970’s. For most of the existing city, neighborhood conservation and infill should be the top priority....”

Please note their statement that **“Overall housing reinvestment and maintenance is strong”**. Subsidized outside investment is not needed. The “top priority” would also be hurt by a subsidized large scale development of 30-60 units of apartments because the older homes referenced would be less economical to fix up when in competition with subsidized housing. Thus the heart of Carroll would not be kept up as we currently enjoy.

The number of older homes for sale is increasing with the building of Garden View etc.. This increases available housing. No large scale employer is guaranteed to move to Carroll, further questioning the wisdom of building so many apartments at this time.

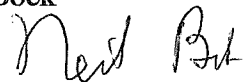
Since the population of Carroll decreased 52 residents from 2000 to 2014 there is NOT justification to give incentives to outside developers. (Ref. p.54 of Housing study.

Kenyon apartments will not solve any immediate problems. All housing can be Sec 8 or 42 after December 2031. (Only 12 years from the 2019 desired date of completion of 30 units). Kenyon wants the City of Carroll to subsidize their future of Sec 8 housing.

The decision on subsidizing a large scale apartment housing project has long term detrimental effects and should be made with a focus on the people of Carroll.

Your consideration is appreciated and you are welcome to contact me.

Neil Bock



Mike Pogge-Weaver

From: Rhonda Mart <Rhonda_Mart@newhopevillage.org>
Sent: Thursday, September 06, 2018 1:02 PM
To: 'mkots@ci.carroll.ia.us'; 'mboes@ci.carroll.ia.us'; 'chaley@ci.carroll.ia.us'; 'csiemann@ci.carroll.ia.us'; 'jfleshner@ci.carroll.ia.us'; 'ldirx@ci.carroll.ia.us'; 'ejensen@ci.carroll.ia.us'; Mike Pogge-Weaver
Subject: Carroll Workforce Housing

New Hope provides employment opportunities in over 400 entry-level, para-professional, professional, and administrative positions.

The workforce shortage has significantly diminished our ability to grow our business, has resulted in substantial overtime expenses, created unsustainable turnover in entry-level positions as a result of to burn-out, and reduced our ability to hire supervisors, professional staff and administrative staff.

In 2015, I hired a Dir. of Operations from Chicago. We nearly lost her as a hire as she couldn't find housing. Fortunately, a rental opened unexpectedly and she was able to make the move. We have lost other professional and administrative candidates in recent years due to the lack of available housing.

I recently had correspondence with Matt Reicks, the Business Community Liaison for Denison Job Corps. I was looking to make a connection with his Certified Nurses Aid students/graduates for employment at New Hope. In quotes is his response:

"Being honest with you, most of our graduates return to the area they came from, I know counter intuitive. One of the main reasons for this is the severe lack of affordable housing in the area."

You should know that the workforce shortage is worsening for New Hope. While we have increasing numbers of entry-level positions that are vacating, we have a reduction in new hires for these positions. The information below illustrates the sharp decrease in the number of applicants that have been hired for entry-level positions in 2018 compared to the three previous years.

January through August 2015, 77 applicants were hired
January through August 2016, 78 applicants were hired
January through August 2017, 79 applicants were hired
January through August 2018, 64 applicants were hired

Affordable, available housing goes hand-in-hand with a qualified, available workforce. The current workforce conditions are unsustainable. Sooner or later, the community will begin to lose businesses that are vital to its' own sustainability. Let's not let that happen.

Thank you.

Rhonda

Rhonda Mart

Executive Director
1211 East 18th St. PO Box 887
Carroll, IA 51401-0887
☎ (712) 794-0906
☎ (712) 792-9944
✉ Rhonda_Mart@newhopevillage.org



Enriching the Lives of Individuals With Disabilities

Notice of Prohibition on Redisclosure of Mental Health Information

(Pursuant to Iowa Code 228.2(2))

This information has been disclosed to you from records protected by the confidentiality provisions of Iowa Code Chapter 228. Chapter 228 prohibits you from making further disclosure of this information except pursuant to the written authorization of the individual whom it concerns or the individual's legal representative, or except as otherwise authorized by Chapter 228. A written authorization for disclosure of this information must conform to the requirements of Iowa Code Section 228.3(1). A general authorization of release of medical or other information is not sufficient for this purpose. Unauthorized disclosure of this information is unlawful and may give rise to civil damages or criminal penalties or both.

Notice of Restrictions

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Mike Pogge-Weaver

From: Lynne Hansen <rgnxiiha@qwestoffice.net>
Sent: Thursday, September 06, 2018 2:20 PM
To: ejensen@ci.carroll.ia.us
Cc: Mike Pogge-Weaver; mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us; jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us; csiemann@ci.carroll.ia.us
Subject: Public Meeting/Housing

After reading the August 28th article that was in the Daily Times Herald and discussing the public meeting which was recently held and attended by one of my staff members, I felt compelled to send each of you this email. I have worked in Carroll for 23 years; the past 3 years as Director of the Housing Authority. Carroll is a progressive community with many excellent resources (education system, healthcare, transportation, employment opportunities etc) I've always felt so positive about the community that I even encouraged my mother to relocate here, which she did a few years ago.

I would like to note that not one of the concerned citizens mentioned in the article or any of you receiving this message have contacted our office in search of information regarding "Section 8". The article indicates that there are "questions circling around our community...will any Section 8 housing be in the apartments?" I would think that encouraging adequate and affordable housing should be a priority for a community who wants "to attract young households from varying backgrounds to overcome natural population loss, fill existing jobs and expand the economy".

The voucher program is tied to the individual, not the property. A program participant could be living anywhere in the community, as City Manager, Mike Pogge-Weaver pointed out in the article. (Perhaps even next door to some of you.) Region XII Regional Housing Authority does not own any property and therefore, doesn't offer Public Housing Assistance. Currently, only 2 vouchers, "Section 8", are being used at the multi-family units located on East 18th St. I believe that there are 86+ units at that complex. USDA funding is available at that location. You will need to contact either the property management company or the USDA for their program rules so that you'll be well versed and ready for public comments which may be directed at those properties.

Eligibility for the HCV program is based on income. The gross income limits for Carroll County are below:

Household of 1 = \$2075 HH of 2 = \$2371 HH of 3 = \$2667 HH of 4 = \$2963 HH of 5 = \$3200 HH of 6 = \$3438 HH of 7 = \$3675 (I'm fairly confident that a family who qualifies for our program will not be able to afford the current proposed project, but feel free to stop by the office and we can work through a calculation)

Households may be comprised of singles, families with children, aged or disabled persons. Below are a few stats for Carroll as of today:

Active vouchers = 176
Issued vouchers but searching for housing in Carroll = 40

Of the total 216 vouchers, 57 households are age 60 or older;
Of the remaining 159 households, 80 of them have a disabled family member.

The statistics above clearly show that many program households contain either or both an elderly or disabled individual. Within the last few weeks, I've met with New Hope Village after a contact from their agency. They would like to consider applying for assistance for some of their group home consumers. In the past, we've had tenants living at Sunny Brook who have benefited from Section 8 eligibility.

I hope that you take the time to educate yourselves before the next public meeting and definitely before you cast a vote. Know the differences between programs and be ready for the public's comments.

In closing, I would like to share a few stories about 3 tenants who have used or are currently using Section 8 in Carroll. We have lots of success stories

- 1.) Hometown girl, born and raised here in Carroll. Single Mom of 1 child. Applied for housing, while working a fulltime minimum wage job for a couple of years. Enrolled in DMACC. Graduated from Nursing. Called recently to report a fulltime job offer. She asked to withdraw from the program and thanked staff for the help.
- 2.) Out of State applicant, while in the office she asked the following: Is it safe in Carroll? Does the community have a strong school system? Are jobs available? She moved to Carroll with her child. Mom worked 2 part time jobs and enrolled in classes at DMACC. She recently quit one job to devote more time for studies.
- 3.) Elderly woman receiving assistance, health issue sent her to the hospital and to nursing home to recover. Her apartment was retained and she was able to return to her home and maintain her independence.

Thank you for your time. I would be happy to discuss Section 8 program rules and regulations with any of you. If you have additional questions, don't hesitate to stop by the office.

Lynne Hansen
Executive Director
Region XII Regional Housing Authority
320 E 7th St PO Box 663
Carroll IA 51401
712.792.5560 Phone
712.792.1650 Fax

Mike Pogge-Weaver

From: Dawn Meyer <dawn@mmctsu.com>
Sent: Thursday, September 06, 2018 2:32 PM
To: mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us; csiemann@ci.carroll.ia.us; jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us; ejensen@ci.carroll.ia.us
Cc: Mike Pogge-Weaver
Subject: FW: Housing Development--DRAFT

Good afternoon-

I just wanted to reach out in advance of your final two TIF votes for the new housing development possibility. What an awesome opportunity! I know it may be controversial with some people, but I just wanted to say THANK YOU for considering participating in order to make it a reality.

As a much smaller community, but the second largest in the County, we recognize and feel the effects of a lack of housing in the region—especially with our employers. Commuting patterns show majority of our in-bound employees coming from the Carroll area. And most of our people that live here but work elsewhere, commute go to Carroll. So as housing shortages effect the area as a whole, it effects all of us and our ability (or inability) to grow.

We are doing what we can to help meet housing needs. The city bought lots and sells them at a discount, we built our own subsidized housing (managed by the Manning Municipal Housing Agency) several years ago, we used TIF to incent the assisted living, and we're using tax abatement to try to attract even more housing. But there are some things that we recognize that we can't do here. One of them is the projects like the multifamily housing project you are considering now. If we could attract multifamily, we would. There are several lots (some literally in my back yard) that would be great for it. Unfortunately, developers look at us as too small to consider.

So, I wanted to say thank you for considering it in Carroll. If we could do it, we would. But there are some things that only Carroll can provide. And it means a lot to the region as we look to Carroll to continue to be a strong regional hub.

Dawn Meyer
City Clerk/Administrator
City of Manning
321 Center Street
Manning, IA 51455
Phone: 712-655-2176
dawn@mmctsu.com

Mike Pogge-Weaver

From: Richard Hunsaker <cogexec@hotmail.com>
Sent: Friday, September 07, 2018 12:43 PM
To: jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us; csiemann@ci.carroll.ia.us;
chaley@ci.carroll.ia.us; mboes@ci.carroll.ia.us; mkots@ci.carroll.ia.us;
ejensen@ci.carroll.ia.us; Mike Pogge-Weaver
Subject: Kenyon Housing Project
Attachments: Hunsaker Letter on Kenyon.pdf

Honorable Mayor & Council

Attached is a letter concerning a housing project you are considering. I apologize for its length. This is sent as a citizen of the community and therefore from my personal email and not on COG letterhead. While my professional position has provided insight for some of my comments, I am also a member of CADC, the hearing officer for the RHA, and serve on various state and national boards which have afforded me additional perspective. At the foundation of all of this, I am a resident of Carroll and am concerned for the city's long-term viability and prosperity.

Thank you for the opportunity to comment on this important issue.

Rick Hunsaker

RICHARD T. HUNSAKER

505 EAST FIRST STREET
CARROLL IA 51401
(712) 775-2397 (H) (712) 775-7800 (W)
COGEXEC@HOTMAIL.COM

September 7, 2018

Dear Mayor Jensen & Council Members:

Please support the Kenyon Hill project in eastern Carroll. As you know by the housing needs assessment you funded in consortium with other entities, there is a need for various types of housing in Carroll. While in the past I have highlighted the large number of units we are short for low income households, I am also aware of the need for middle and upper middle income workforce housing. As I understand the project as it is proposed, this latter category is targeted. I apologize for the length of this letter, but business requires that I be out of town for each of the next two council meetings.

As you may know, I administer an agency that employs 30 or so persons in Carroll County and have been in my position for 23 years. I have experienced first-hand the difficulty of finding housing for candidates we recruit. While the number of persons we hire from outside the region to relocate to Carroll is not large, in each instance it has been a challenge to locate housing. Many of these individuals are young professionals beginning their careers. A few have purchased homes but most prefer to rent, either out of necessity or choice. Like most employers, we rely on our local network to find them accommodations, many times rental units that are unadvertised. When I moved to Carroll 28 years ago I faced a similar challenge. Available rentals I could find were gross, even worse than student housing in the Drake neighborhood. It was only by sheer luck (and waiting for Tom Twit in his office for 2 hours while he returned from a funeral) that I found suitable housing. The situation has not changed much since that time. Quality housing, both rental and that in my employee's price range to purchase, has always been scarce.

I have been fortunate to be part of CADC and serve on their existing industry call program team. While workforce availability has been the common #1 concern, housing quickly follows. Comments include the need for quality housing for recruits (rental or single family) and opportunities for their workforce to move from their commuting town closer to Carroll to cut travel time and costs for the worker. I am concerned that complacency towards our housing shortage will cost us investment, reinvestment, and ultimately our location. Carroll's employment and industrial/commercial health relies heavily on several companies that do not have local ownership, and they have options that do not include Carroll when it comes to rebuilding, expansions, and closures. Locally-owned companies may find that their recruiting challenges (and I speak to those relating to housing) make it more difficult to be successful in Carroll. If we are unable to recruit quality candidates because they do not have suitable housing options, we may become less effective, less competitive, and less profitable. None of these

results, whether in the private sector, service industry, government, or retail, help our community grow and prosper.

There is no single solution to solving our housing problem, and Carroll is not unique in its quality housing shortage. While other communities have been undertaking developments themselves (e.g. Spencer), using urban renewal and urban revitalization law (dozens), some even issuing general obligation debt to provide incentives to developers and homeowners (e.g. Newton), Carroll has not had much of an appetite in recent years (or really, even, since I've lived here) to pursue any housing solutions, much less even one path. To the current council's credit, the first housing TIF was established in SW Carroll and I sense there is a (refreshing) openness to additional solutions. Included in your plan is that you plan to seek a CDBG for housing rehabilitation that will preserve some of our older units owned by persons with incomes below 80% AMI. Preservation of existing housing is a recognized critical strategy for rural communities to maintain a broad and healthy housing stock. These two efforts are good, and I hope that you continue to evaluate and implement additional strategies. Market-rate housing (both rental and single-family like the project before you now), is central to all housing strategies with which I am familiar, so it makes sense you would authorize this project.

While I have not been in the center of the discussion of the Kenyon project, I know that there is a great deal of misinformation from what I have read and heard. First, I am unaware of any government funding being utilized by the project outside of TIF. TIF is a basic tool that is commonly applied to housing developments in communities large and small across Iowa. Among other things, TIF enables a project to 1) be feasible from an investment standpoint; 2) provide a developer with an incentive to construct a certain type of housing unit desired in the community or include certain design features; 3) provide demonstrated local support to projects that require a state or federal investment; or, 4) to provide an investment motive over that which is needed to make a project work so that the developer will complete the project in the community (as opposed to going somewhere else that may be easier or more lucrative). TIF is a reasonable and common way to make projects happen where they would otherwise not occur for whatever reason. Since we have been short on projects in Carroll, especially in the "affordable" or "workforce" housing category, I believe TIF to be an extremely reasonable tool for the community to employ. I am aware of no projects occurring in communities surrounding Carroll, or indeed across rural Iowa, that happen in absence of a community incentive. Commonly the tool used is TIF.

Note that the Kenyon project requires no Low Income Housing Tax Credit (LIHTC), no IFA Workforce Housing Loan, no IEDA Workforce Housing Tax Credits, and no support from HUD or USDA. The developers are receiving no support from the local housing trust fund and have not approached the region for any lower-interest financing. The development is truly a market-rate project, the type of project the council said it wanted to support when it turned away a LIHTC project. From what I know of the target sales price of the duplexes to be sold, they will not be affordable to persons of low and moderate incomes, and the rents in the multi-family portion of the project would also exceed any ceiling for rents for HUD's Section 8 program.

I have heard that there is a concern among neighbors that this development could become a LIHTC project (also referred to as a Section 42 project). This simply can't happen as LIHTC is an equity investment tool which must be established prior to project construction. There are also rent ceilings for LIHTC, and I don't believe the proposed rents would meet those thresholds. This contention is therefore baseless. Second, I have heard a concern that the units could become Section 8 units. While any housing unit in town, multi-family or single-family, could become home to a Section 8 voucher recipient (even homes in Collison or Rolling Hills or the homes north of the proposed development), this would only happen if the landlord would be willing to limit the rent they collect on that unit. The proposed multi-family rent to be collected is far above this ceiling. Contending that the project owner would lower rents to this level and accept vouchers is as unlikely an argument as mine that a home in Rolling Hills would also rent at this level. The pro-forma for the project (which I have admittedly only seen an early version) would not allow for the lower rents, and the owner will wish to maintain the integrity of their project to remain solvent. This contention is also baseless.

The Section 8 discussion as it relates to this project is perhaps the most troubling for me. The idea that our community is too special or precious to be bothered to provide housing to people with lower incomes, many who work service jobs we take for granted, sickens me. This proposed project doesn't even serve that population. Opponents appear to be ginning up the vitriol, however, by scapegoating the poor to oppose a project for the more fortunate. I hope you do not succumb to what I feel deep in my gut is a morally repugnant attempt by some individuals to create a fear of and distaste for poor people just to kill a needed housing project that for some reason they don't like.

Aside from fear-baiting as an attempt to dehumanize the poor (which I hope does not include racist overtones), invoking Section 8 as some bad actor displays a disturbing and willing ignorance of the program. Section 8 is well-administered by the staff of Region XII Housing Authority (no connection to Region XII COG). This program helps people in need retain quality housing, and rental units assisted through this program are subject to property inspections that hold both the tenant and landlord to certain standards. I postulate that the Carroll renters vilified as Section 8 clients are indeed not so, at least not the vast majority, and instead are either assumed to be on some sort of public assistance because of their appearance or are on a different program. "Section 8" has become a convenient catch-all term designed fear-monger while marginalizing the less-fortunate among us. Use of this argument demonstrates a severe lack of understanding of the facts and worse, creates a moral void in our public discourse. Again, Section 8 has nothing to do with the Kenyon project.

The most common property I have heard cited as a problem in the community is Fairview. Fairview is a USDA-funded and supported property. Rent subsidies are tied to only that property. In other words, to get any assistance for housing, you must live there. Kenyon is not a USDA property. Note that Section 8 is rarely used at Fairview, and I believe may only have 2 vouchers currently in place at that location. Holders of the Section 8 vouchers choose their housing. Section 8 clients don't often choose Fairview. It is well-established that Fairview has been a drain on the community's policing resources. The call volume (regardless of reason) was

high, last I knew, compared to other similar properties. I am part of a committee of CADC that looked into the issues at Fairview (both real and perceived). A major problem appeared to be the management company (now changed) and the owner (in the process of being changed). CADC intervened with USDA at a critical time to help effectuate both of these transitions. We discussed policing and how charges were not leading to convictions. What we found was that evidence was lacking in many cases. This isn't the fault of the police but of the available witnesses who are often not credible. We suggested surveillance cameras in common areas to the new owner. As far as I know these were installed. We also suggested to the city that cameras be placed in public rights-of-way (Grant Road and 18th St) and that a rental inspection program be implemented in Carroll to further help serve as a deterrent. I don't believe those paths have yet been pursued.

Of course the number of police calls on face isn't a good indicator of problems. Some of those may be fire alarms. When breaking down the true problems (and I'm not suggesting there aren't serious problems in various places), the nature of the calls need to be examined. From the information we gathered at the time, Meadow Wood (one of several LIHTC properties in Carroll) was not as much of a call-generator for the police department as Fairview, although it had more than you might expect for the number of units. Still, the chief indicated at the time that this property was not of great concern.

As council members you know all too keenly the need to maintain a strong valuation to provide needed and desired services at acceptable tax levels. Adding these units to the tax rolls will significantly increase tax collections on this property (long term) and help complete and stabilize what has become a beautiful neighborhood on our community's east side. From a planning standpoint, the placement of the multi-family unit as a buffer between the commercial zone and the single-family residences is a quality nod to proper land use.

Housing is a complicated issue, and again, there is no single correct solution. Much like building a workforce, maintaining infrastructure, or providing services to the citizens, housing takes constant vigilance. I believe it wise for communities to be aware of all aspects of housing (single-family, multi-family, preservation/rehabilitation, nuisance/demolition, second story, transitional, elderly, etc.) and how each of these segments at all income levels is performing in the community. Competitive communities suffer these details, and I think Carroll, under your leadership, is beginning to embrace this concept. Obviously not everything can be done at once, but when a developer is willing to create dozens of units for simply a TIF rebate, I know of no communities – none – that would think twice about taking that deal.

Thank you for the opportunity to opine on this subject.

Sincerely,


Rick Hunsaker

Mike Pogge-Weaver

From: Quandt, David <David.Quandt@ahs.com>
Sent: Friday, September 07, 2018 2:04 PM
To: Mike Pogge-Weaver
Subject: Housing Project

Mr. Pogge-Weaver. As one of the leaders for American Home Shield & one of our largest employers in Carroll would like for your support in passing this housing project for the City of Carroll. AHS has great employee's today and wants to continue to hire more staff in Carroll as we plan to continue to grow as a company. Without proper housing for potential employee's it becomes very difficult to attract new and talented employee's. Right now over ½ of our employee's live outside the 51401 area code. One of our turnover reasons we track is why employees' leave AHS. Distance to travel to work is one of the top reasons.

Any assistance from you is greatly appreciated in this matter.

Thank you
Dave

Dave Quandt
VP Field Operations
American Home Shield

1524 Hwy 30 East | Carroll, IA 51401
O: 712 792 7122
David.Quandt@ahs.com

Mike Pogge-Weaver

From: Shannon Landauer <s.landauer@carrolliowa.com>
Sent: Friday, September 07, 2018 4:43 PM
To: 'mkots@ci.carroll.ia.us'; 'mboes@ci.carroll.ia.us'; 'chaley@ci.carroll.ia.us';
'csiemann@ci.carroll.ia.us'; 'jfleshner@ci.carroll.ia.us'; 'ldirkx@ci.carroll.ia.us';
'ejensen@ci.carroll.ia.us'; Mike Pogge-Weaver
Subject: Carroll Housing Project

I wanted to take this opportunity to address our city leadership with regard to the housing project that is currently under review by the Council. Carroll has been presented with a great opportunity with regard to the apartment project that is on the agenda for Monday night and eventually the meeting on September 24. With the tax increment financing amount being requested, the city will be able to realize significant taxable value and meet an important need in our community.

Housing Need

According to the Carroll County Housing Assessment, completed in May 2016, there are a number of areas where Carroll provided evidence of housing need. This included varying price points, as well as a mix of ownership and rental options. With regard to the rent rates for this specific market rate project, the need for units totaled sixty-seven at a price point over \$700 per month. Also, the condos in the proposed project would be a part of satisfying the high market ownership need, which is 101 units in total in the timeframe provided, ending in 2025. An area of the assessment that was important to the working committee was senior housing. This provided indication that a range of 38-156 units should be constructed to meet the needs of the aging population in our community. I absolutely applaud the leadership of St. Anthony for building the Assisted Living facility on campus. This is an important part of meeting the housing need, but I also believe these apartments and condos can offer an opportunity for downsizing from larger, single family ownership units that would allow for others to transition into those units. Our local developers are also an important part of this discussion. They have been creative in approaching the housing needs and have worked hard to provide new construction and rehabilitation projects to continue to provide area residents with housing options.

Workforce

An important consideration in this discussion is the workforce topic. As you have seen in the recent years, we have had the opportunity to watch several employers in Carroll County grow! We have seen new construction of facilities, expansion of facilities to meet their growth needs and investments into operations for long term success. Currently, per the Iowa Workforce Development team, there are 223 open positions in Carroll County, which does not include multiple positions per job description. As we watch the circle expand that shows our commuting patterns into the community, this creates additional concern for longevity. These are conversations I will leave to our employers, but I can definitely make the statement that Carroll County is in significant need of workforce at entry level through professional positions.

Program Information

I have followed some of the discussion in the community around this project regarding subsidized housing. I am definitely not an expert when it comes to these programs, but there are people very knowledgeable that are available to you to learn more if you are interested. If these programs are a factor in your decision making, I would suggest more research on your part for a better understanding of the programs that are being put into the narrative around this project.

In Carroll, Lynn Hansen at the Region XII Housing Authority works with the Section 8 voucher program, and can provide a great amount of knowledge based on her experience. I believe she was going to reach out to you, but her contact information is below.

Lynne Hansen

Executive Director
Region XII Regional Housing Authority
320 E 7th St PO Box 663
Carroll IA 51401
712.792.5560 Phone

rgnxiiha@qwestoffice.net

Also, with regard to the Section 42 program, or Low Income Housing Tax Credit (LIHTC), we as a community have experienced interest in development of these units. What we learned is that not only is this a program that needs to be approved prior to construction in order to make the feasible business case for investment, it is a very competitive process at the state level with a great number of criteria points that need to be met. Neither Steve nor I would say it can't happen to have a project converted to section 42, but with the credits being very competitive, he indicated that the majority of the credits are used for new construction that scenario would be unlikely. I am not an expert beyond basic knowledge, but have spoken with Steve Eggleston from the HUD office in Des Moines. Again, he is very willing to talk with any of you and is willing to be in Carroll on Monday to make himself available for questions around the program.

Steve Eggleston

Field Office Director
Des Moines Field Office
U.S. Department of Housing and Urban Development
210 Walnut Street, Room 937
Des Moines Iowa 50309
Office: (515) 323-2462
Cell: (720) 219-9495
Fax: (515) 284-4743
Email: steven.eggleston@hud.gov

Ultimately, it is a complement to our community that project developers continue to consider Carroll a great community to invest. We continue to be presented with opportunities that other communities would be excited to have! Similar to industrial projects, investments that will expand the local tax base are great opportunities for our community. The financials for this project indicate that not only will the city recover investment, but that we have an outstanding opportunity to begin building a set aside for LMI projects in the community for the future. Each project that we do in Carroll creates additional opportunity for growth.

I encourage you to support this project. The facts have been presented to the council regarding the communities need for housing and how this project will impact that need. I welcome your thoughts or questions, and am happy to provide whatever documentation I can. As previously mentioned, our housing partners listed in this message are also very willing to talk with all of you. Thank-you!

Shannon Landauer, CEcD

Executive Director
PO Box 307
Carroll, IA 51401
O-712.792.4383
M-712.790.3584

#ChooseCarroll

Mike Pogge-Weaver

From: hdrees@dreesco.com
Sent: Monday, September 10, 2018 12:08 PM
To: mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us;
csiemann@ci.carroll.ia.us; jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us;
ejensen@ci.carroll.ia.us; Mike Pogge-Weaver
Subject: Apartment Project

What a great opportunity we have to help relieve some of the burden local Businesses have in finding employees. We need housing to attract new employees. Drees Co employs 68 people and has been here for over 85 years. We all know the problems in hiring and maintaining an adequate workforce, to you provide quality services to Carroll. Finally the answer to our prayers has arrived. Thank you!

I have reviewed this project and it's a perfect transition from residential to commercial and at Market Rate. Drees Co has around 22 rental properties from Commercial to low income and everything in between. I have several employees living in some of them, at market rate. So what I am telling you, is that I understand rental properties and welcome a market rate project. This project will spend over 11 million dollars in our community, increase the tax base, provide MARKET Rate (Employee) housing and lessen the hiring burden on local businesses. The housing study we paid for said this was what was needed in Carroll and finally it's here.

Thank you!!
Howie



Howard J. Drees

Drees Co. | 609 N. Carroll Street, Carroll, Iowa 51401

☎ Phone: 712 792 2863 ext 115 | 📠 Fax: 712 792 2869 | ✉: hdrees@dreesco.com

www.dreesco.com | Drees Co.

Mike Pogge-Weaver

From: Kevin Lein <klein@carrolltigers.org>
Sent: Tuesday, September 11, 2018 8:03 AM
To: mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us;
csiemann@ci.carroll.ia.us; jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us;
ejensen@ci.carroll.ia.us; Mike Pogge-Weaver
Subject: Residential opportunity in Carroll

Carroll leaders:

As an educator and caretaker of children, I urge your support of the proposed housing projects that would provide residential opportunity for new and present Carroll citizens. Affordable housing is the compassionate route that is a symbol of Carroll, and should eclipse any self-interests. My job is immersed in chances and hope - this project mimics those optimistic words, and the culture of Carroll. Make the adult lives better, which in turn, of course will make the children's lives better. And in the end, make all of our lives not only better, but of the legacy we wish for.

Respectfully,

Kevin

--

With what you get, you can make a living...with what you give, you can make a life...

Dr. Kevin Lein, Superintendent
Carroll Community School District

klein@carrolltigers.org 712-792-8001

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Mike Pogge-Weaver

From: Kjellberg, Brent <kjellbergbc@Pella.com>
Sent: Thursday, September 13, 2018 4:43 PM
To: mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us;
csiemann@ci.carroll.ia.us; jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us;
ejensen@ci.carroll.ia.us; Mike Pogge-Weaver
Subject: Carroll Housing Project

Mayor, Council Members, and City Manager,

First, let me thank you for your service. You all put in a lot of time and effort to make Carroll a better place for all. Thank you for your commitment to this community.

Second, I would like to let you know why Pella Corporation supports the proposed Housing Project. As a larger employer in the area, we are constantly looking for good employees around the region. We continue to grow and expect to grow for years to come. We are also seeing many of our employees begin the retirement process as we have celebrated 36 years of operation in the Carroll community. So, between the growth and retirements, we are needing to hire quite a few team members. As we have gone through the interviewing and hiring process with over 450 potential employees this year, some of them are looking to move into the region and have mentioned that adequate, affordable housing is tough to find.

As a site, we have hired more employees outside the Carroll community the past few years than our typical average. As community leaders, I feel this would be an alarming trend and one we would want to reverse. I believe this Housing Project is an initial step in the right direction. It is not the only step needed, but we need to do something to get moving in the right direction. I appreciate your time and consideration in this matter. Please feel free to reach out to me if you have any questions.

Thanks
Brent Kjellberg
Plant Manager
Pella Corporation Carroll Operations
712-792-7205

Mike Pogge-Weaver

From: Jim Gossett <gossettj2000@yahoo.com>
Sent: Sunday, September 09, 2018 3:27 PM
To: mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us; csiemann@ci.carroll.ia.us; jfleshner@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us
Cc: ejensen@ci.carroll.ia.us; Mike Pogge-Weaver; Shannon Landauer
Subject: Carroll Park Apartments development plan

To the Carroll City Council,

I applaud you for taking up the proposal to develop a portion of North Ridge Subdivision for the Carroll Park Apartments. Having some experience in Tax Increment Finance, Housing, and Community & Economic Development, I would like to offer my thoughts from that perspective.

In 22 years of service to community & economic development in Iowa, the approach I advocate to developers and development organizations is to present opportunities to elected officials and ask them to treat these proposals as business decisions. Consider making an investment of property tax dollars that has the greatest opportunity for return on investment for the taxpayer. I will not go into specifics of TIF or return on investment of this project, but I will outline my review:

- An investment in housing development that has been documented by the Carroll County Housing Needs Assessment to address an area of need.
- A developer willing to make an \$11 million investment in the community.
- A request upon the City to rebate property taxes paid for 10 years; \$600,000; or the cost of infrastructure; whichever is less.
- A development agreement that ties TIF rebate dollars to performance standards that by and large would not be enforceable without such development agreement.

As a new resident of North Ridge Subdivision, I would like to offer my perspective on the "not-in-my-back-yard" nature of some of the opposition to the project. I live in Carroll - and benefit from all the good that comes from it's policies, people and progress no matter where it is located in the City. Conversely, I suffer from any negative aspects such as low-unemployment stunting job growth, and lack of affordable housing limiting our employers' ability to create jobs, allowing our community to grow.

No matter the location of the development, my experience is there will be detractors - for whatever reason. I support this project that just happens to be proposed for my neighborhood. I urge you to consider it favorably.

Best Regards,

Jim Gossett
1023 Amy Avenue
Carroll, IA 51401

Mike Pogge-Weaver

From: john.perrin@farner-bocken.com
Sent: Monday, September 17, 2018 11:31 AM
To: ejensen@ci.carroll.ia.us; mkots@ci.carroll.ia.us; mboes@ci.carroll.ia.us; chaley@ci.carroll.ia.us; csiemann@ci.carroll.ia.us; ldirkx@ci.carroll.ia.us; fleshner@ci.carroll.ia.us
Cc: Mike Pogge-Weaver; Shannon Landauer
Subject: Perspective

City Council member,

I wanted to reach out and let each of you know how much I respected and agreed with the position stated by Jeff Scharfenkamp at the July 10th, 2018 Carroll City Council meeting. I appreciate that he took the effort and stood up to those who I feel have short-sighted perspective. Jeff's concerns about employment are real. Very real. Anyone of a position of influence within our community who does not believe this is a very serious (short term and long term) problem has their head buried in the sand. It is easy to sit from afar and believe that the solution is simply to expect employers to raise wages to match the housing landscape in Carroll. Given the vastly diverse employment positions at several of our larger employer, we are challenged every day. Housing opportunities need to match the diversity of the overall workforce. Keep in mind that many of the larger employers in Carroll have locations in other parts of the country. Should finding employees become more challenging, these employer could start making strategic plans that may not include Carroll, Iowa. I do not say this as someone who is simply "crying wolf", but merely to ask you to consider your role in determining our communities long range viability As you each know, often times the decisions made today pay dividends many years down the road. One only need to look at our communities history for many examples of this. Our solutions have to be multi-faceted, of which an important component is housing. There are other parts of this challenge that the community needs to embrace, including diversity, both racial and class. I would hope our elected officials could help this process along, by setting examples of cooperation and long term vision.

I moved to Carroll (from Ames) in 1989 and lived in a mobile home for several years. Literally, a house on wheels. Traditional housing was not an option. However, through time, I was able to elevate my family and myself to a point where I could upgrade up through the housing world. Since then, I've owned three houses in Carroll. In what I think is a very timely sequence of events, the point is I would not have stayed here (might not have even moved here) had I not had a chance to start at the bottom and work my way up. That starting point is missing Carroll. The housing study showed it and honestly, anyone who looks at the facts realizes that.

I wanted to point out that I live roughly 3/10th of mile from what many consider to be "the problem housing area" in Carroll and yet I see no impact on the value of my house, the quality of my neighborhood or the safety of my family In fact, we've all seen the results of a planned, cooperative approach between public and private entities to work on this potential problem area and make it better. I am not naive enough to believe that some of the concerns stated should be considered. But let's not have them cloud the vision and become short-sighted on what really needs to take place in our community.

In the end, the biggest mistake is doing nothing. Carroll is what it is because civic leaders (like yourself) have made sometimes tough decisions who's benefits were not seen immediately.

I challenge each of you to consider your role in this solution and have the courage to make tough decisions that will positively impact our community in the short term as well as long term.

I respect that each of you are serving our community in your respective positions and I appreciate taking the time to read this.

A wise person once told me "do what is right, not what is easy"....

John Perrin
Core-Mark Midcontinent, Inc. DBA Farner-Bocken Company
Phone: 712.792.7470 | **Cell Phone:** 712.790.0060 | **Email:** john.perrin@farner-bocken.com



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City of Carroll

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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: October 18, 2018

SUBJECT: Carroll Park Apartments Urban Renewal Plan – Development Agreement with Green Stream Homes of Iowa, L.L.C.

- Public hearing on the proposal to enter into a Development Agreement with Green Stream Homes of Iowa, L.L.C.
- Resolution ratifying, confirming and approving publication of notice of public hearing and approving and authorizing the execution of a Development Agreement by and between the City of Carroll and Green Stream Homes of Iowa, L.L.C.

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 for the Carroll Park Apartments project. At the August 27, 2018 Council meeting a public hearing was held on the development agreement and action on the agreement was tabled until September 24, 2018. The agreement was again tabled at the September 24, 2018 meeting to a later date as parts of the agreement were still be negotiated between the Developer and City. Notice of the October 22, 2018 public hearing on the Development Agreement was published on October 18, 2018 in the Daily Times Herald.

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.

Since August 27th a number of changes have been made to the development agreement including, but not necessarily limited to:

- Changed the lead developer under the development agreement from Kenyon Hill Ridge, LLC to Green Stream Homes of Iowa, L.L.C. Green Stream Homes of Iowa, L.L.C. was the group who completed the subdivision plat and rezoning for Carroll Park Apartments.
- Revisions to Section 2.2(h) related to project financing commitments.
- Revisions to Section 2.2(j), Section 8.1(a) paragraphs 2 and 4, and deleting Section 11.1(a). The original agreement required that all units in the development be completed by September 1, 2021 was removed. If all of the units were not completed by September 1, 2021 the City could have sued the developer and forced the completion of all of the units. The revision provides no incentive will be given unless 50% of the apartment units and 50% of the duplex units are completed by June 1, 2022. Additionally, if only a portion of the units are completed by June 1, 2022 then the incentive would be reduced by the percentage of the units not completed by June 1, 2022.

- Revisions to Section 6.9 restricts government subsidized rental properties in the development for 21 years. That restriction will automatically renew for successive periods of 21 years. In the future if a “valid claim” would be required to extend the prohibition for additional 21-year terms then the City can do that automatically without the current property owner’s consent.
- Article IX was added to the agreement allowing the developer to terminate the agreement by April 1, 2019. If the agreement were to be terminated the developer would still be obligated to repay the City’s legal costs under Section 11.5(a).
- Exhibit F was added to provide a sample verified claim form.
- The dates have been updated in the agreement reflecting the start of construction moving from the Fall of 2018 to the Spring of 2019.

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 possible approval of a resolution ratifying, confirming and approving publication of notice of public hearing and approving and authorizing the execution of a Development Agreement by and between the City of Carroll and Green Stream Homes of Iowa, L.L.C.

October 22, 2018

The City Council of the City of Carroll in the State of Iowa, met in _____ session, in the Media Center, Carroll High School, 2809 North Grant Road, 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 Green Stream Homes of Iowa, L.L.C., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 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 RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLL AND GREEN STREAM HOMES OF IOWA, L.L.C.", 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 RATIFYING, CONFIRMING AND APPROVING
PUBLICATION OF NOTICE OF PUBLIC HEARING AND APPROVING
AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF CARROLL AND GREEN STREAM
HOMES OF IOWA, L.L.C.

WHEREAS, by Resolution No. 1885, 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 Green Stream Homes of Iowa, L.L.C. (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, by Resolution No. 1826, adopted August 6, 2018, this Council set the date for a public hearing on the Agreement for August 27, 2018; and

WHEREAS, action on this Agreement was subsequently postponed at the Council meetings held on August 27, September 24, and October 8; and

WHEREAS, due to the delay in action on the Agreement and changes to the Agreement, city staff caused publication to be made on a second notice of public hearing on the proposal to enter into the Agreement, declaring the time and place of this meeting as the public hearing at which the City Council would receive oral and/or written objections from any resident or property owner of the City to the proposal to take action on the authorization of the Agreement; and

WHEREAS, pursuant to said notice, this Council has held a public meeting and hearing on this date 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 actions of city staff setting the revised time and date of a public hearing before the City Council for the purpose of taking action on the matter of entering in to the Agreement as the meeting on the 22nd day of October, 2018, at 5:15 P.M. in the Media Center at the Carroll High School located at 2809 North Grant Road, Carroll, Iowa; the actions of city staff causing publication of notice of said public hearing in a legal newspaper, printed wholly in the English language, published at least weekly, and having general circulation in the City; and the form of said notice are hereby ratified, confirmed, and approved.

Section 2. 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 3. 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 22nd day of October, 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

GREEN STREAM HOMES OF IOWA, L.L.C.

_____, 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 GREEN STREAM HOMES OF IOWA, L.L.C., an Iowa limited liability company with offices for the transaction of business at 15602 Wilden Dr, Urbandale, IA 50323 (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 GREEN STREAM HOMES OF IOWA, L.L.C. 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.

Green Stream Homes of Iowa, L.L.C. 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.

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.

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 Green Stream Homes of Iowa, L.L.C. 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 is exercising due diligence to obtain firm commitments, and shall provide the City with proof of such commitments within one hundred eighty (180) days of the Commencement Date, 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. The parties may mutually agree in writing to extend the deadline for proof of financial commitments.

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 March 1, 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.

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 March 1, 2020, and (ii) dedicate the Infrastructure Improvements to the City, subject to the conditions of Section 3.2(b), by September 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 Use Restriction.

a. Developer acknowledges and agrees that:

1. Any Housing Units made available for rent shall be marketed and leased as market-rate housing;
2. 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
3. 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.

b. Each of the use restrictions contained in this Section 6.9 shall be binding upon and inure to the benefit of City and Developer, and their successors and assigns and all parties claiming under any of them, and shall be deemed restrictions that run with the land, and shall continue for the applicable periods set forth in this Section.

- c. The use restrictions in this Section 6.9 shall be for an initial period of twenty-one (21) years from the date of the recordation in the office of the Recorder of Carroll County, Iowa and shall automatically extend for successive periods of twenty-one (21) years. In the event that Iowa Code Section 614.24, as amended or replaced, may require that a verified claim be filed in the office of the Recorder of Carroll County, Iowa, prior to the end of a twenty-one (21) year period in order to continue the use restrictions herein, then either party, and their successors and assigns and all parties claiming under any of them, acting jointly or severally, may file the verified claim necessary to keep all of the use restrictions contained in this Section in force. A sample claim form is attached hereto as Exhibit F.
- d. If the use restrictions in this Section 6.9 are violated, then in addition to any other remedy available under this Agreement or in equity or at law, including seeking an injunction to enforce the terms of the restriction, the City shall be entitled to recover from the Developer or its successor or assign an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII of the Agreement, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from the Developer or its successor or assign. The City may demand such payment at any time following its determination that this Section has been violated.
- e. The provisions of this Section 6.9 shall survive the termination of the 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 at the time of each payment, 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 December 1 immediately 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, provided the Infrastructure Improvements are completed and dedicated by the dates set forth in Section 3.2(a). 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 Green Stream Homes of Iowa, L.L.C. 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.

Notwithstanding the provisions of Section 8.1, no Economic Development Grants shall be paid to Developer and this Agreement shall automatically terminate if, as of the earlier of the date the first payment would otherwise be made or June 1, 2022, fewer than fifty percent (50%) of the apartment units (30 of the 60 units) or fewer than fifty percent (50%) of the townhome units (8 of the 16 units) have been completed and a certificate of occupancy issued therefore. If, as of the date any Economic Development Grant is to be paid, the above minimum threshold is satisfied, but fewer than one hundred percent (100%) of the Housing Units are completed and an occupancy permit issued therefore, then the amount of the Grant shall be reduced by the percentage of Housing Units that have not been completed. For example and in an effort to avoid any confusion, if the Developer has completed all 60 apartment units but only 8 of the 16 townhome units as of the date a Grant payment is to be made, then the Economic Development Grant that would otherwise have been made to Developer shall be reduced by eleven percent (11%) (8 uncompleted units divided by 76 total planned units).

b. Schedule of Economic Development Grants. Assuming completion of the Infrastructure Improvements by March 1, 2020, if the Developer dedicates to the City and the City accepts dedication of the Infrastructure Improvements before September 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), assuming satisfaction of the other terms and conditions of this Article and Agreement.

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 Green Stream Homes or Iowa, L.L.C. 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 Green Stream Homes of Iowa, L.L.C. 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 March 1, 2020;
- 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 September 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;

d. At least fifty percent (50%) of the apartment units (30 of the 60 units) and at least fifty percent (50%) of the townhome units (8 of the 16 units) have been completed and a certificate of occupancy issued therefore; and

e. 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. TERMINATION RIGHTS

Section 9.1. Developer's Termination. The Developer may in its sole discretion terminate this Agreement by providing the City with written notice by April 1, 2019 that it does not intend to proceed with the Project. Developer's obligations under Section 11.5(a) shall survive any such termination.

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. 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 Green Stream Homes of Iowa, L.L.C. at 15602 Wilden Dr, Urbandale, IA 50323; Attn: David Walters, 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, 2032, 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

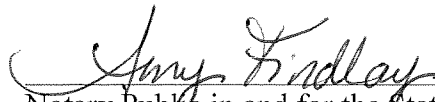
[Signature page to Agreement for Private Development – City of Carroll, Iowa]

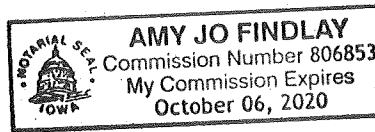
GREEN STREAM HOMES OF IOWA, L.L.C.,
an Iowa limited liability company

By: 
David Walters, President

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of Oct, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared David Walters to me personally known, who, being by me duly sworn, did say that he is the President of Green Stream Homes of Iowa, L.L.C., 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 – Green Stream Homes of Iowa, L.L.C.]

EXHIBIT A

DEVELOPMENT PROPERTY

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

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

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

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

EXHIBIT B
MINIMUM IMPROVEMENTS

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

Each apartment Housing Unit shall include be approximately 845 square feet, and will be leased for a monthly rent of approximately \$950-\$1000. The apartment Housing Units shall be constructed in two apartment buildings. The first apartment building is planned for completion in the Spring of 2020; the second apartment building is planned for completion in the Spring of 2021.

The duplex Housing Units shall be on average 1320 square feet, and will be sold at prices approximately \$229,000 to \$249,000 per unit. The duplex Housing Units are also planned to be completed in two phases, with 8 duplex Housing Units planned for completion in the Spring of 2020 and the remaining 8 duplex Housing Units planned for completion in the Spring of 2021.

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 March 1, 2020, and dedicated to and accepted by the City no later than September 1, 2020, in order for the Developer to be eligible for Economic Development Grants under this Agreement.

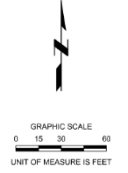
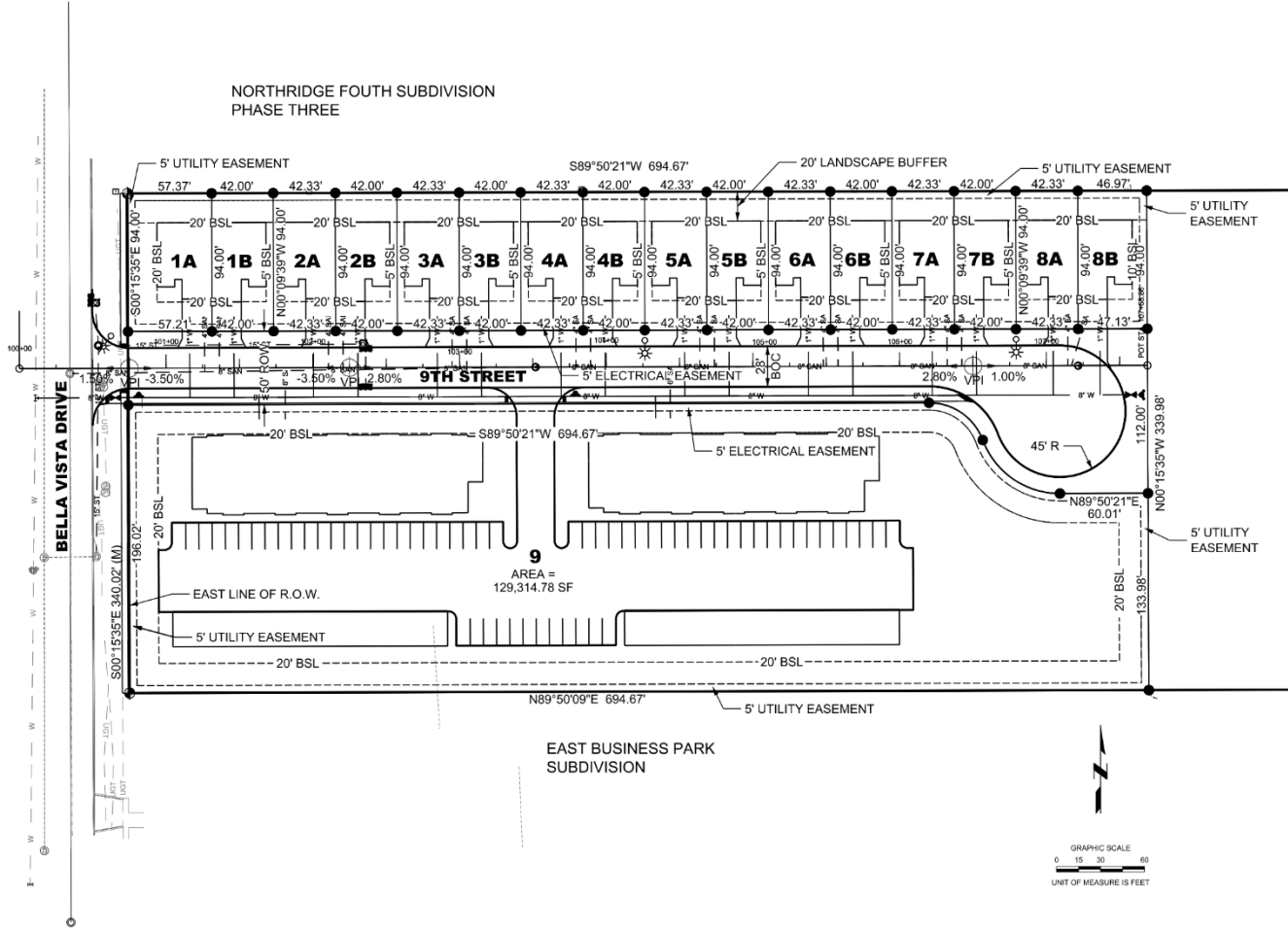
See Exhibit B-1 for the preliminary site plans and preliminary building plans for the Project.

EXHIBIT B-1

SITE PLANS AND BUILDING PLANS FOR DEVELOPMENT PROPERTY

Project No. 18-000000000000000000
 Project Name: 2018 Carroll Park Apartments
 Project Location: Carroll, Iowa

Project No. 18-000000000000000000
 Project Name: 2018 Carroll Park Apartments
 Project Location: Carroll, Iowa



2018
 CARROLL PARK
 APARTMENTS SUBDIVISION
 CARROLL, IOWA

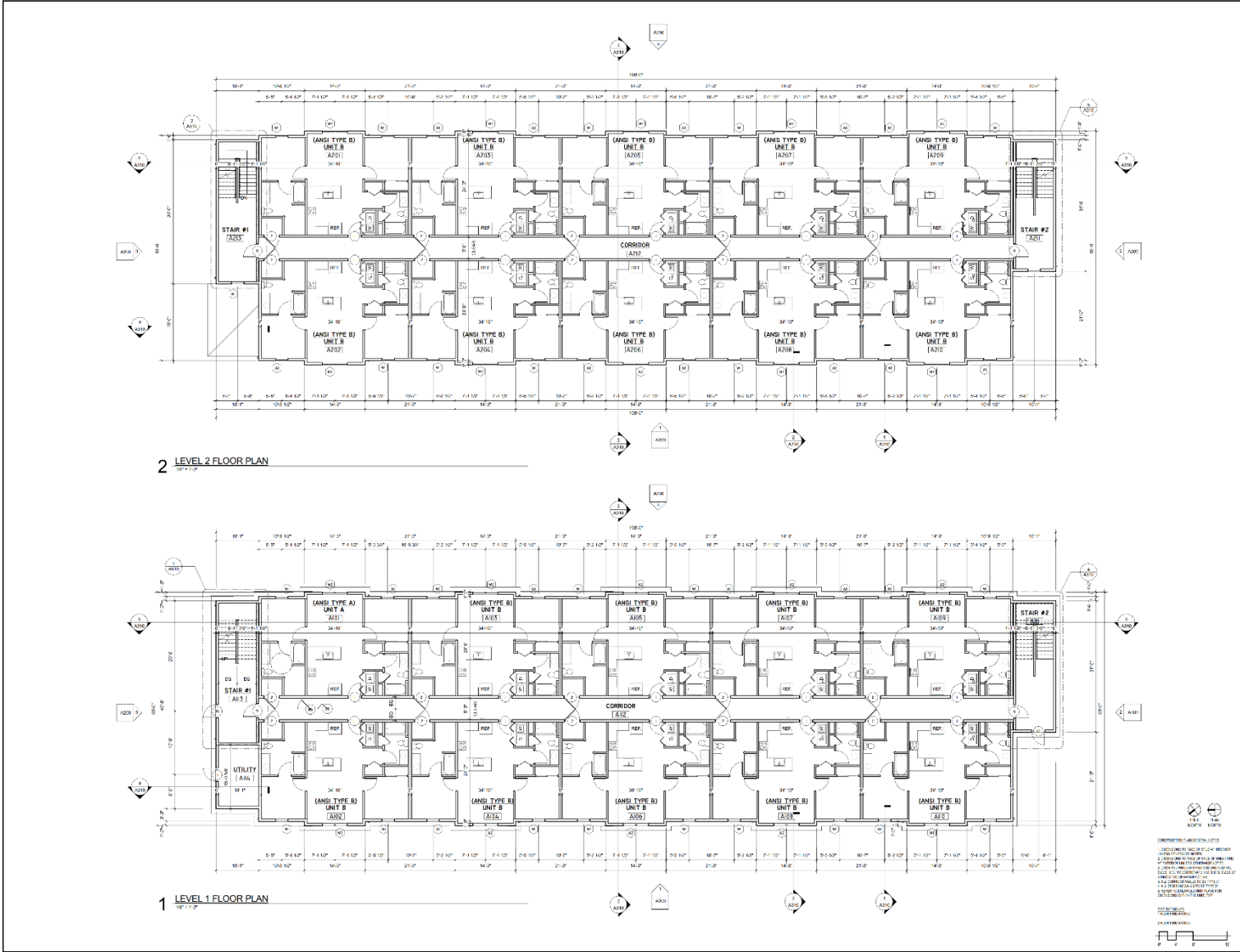
PROPOSED SITE PLAN

PROJECT NO.	180482 00
DATE	7/18/2018
DRAWN BY	JANISDA
FILE NAME	18-0482-A-04.dwg
FILE BOOK	FILEBOOK
FILE SIZE	115 KB
CLIENT FILE NO.	SECURITY FILE NO.
PLAN NUMBER	180482
DATE	7/18/2018
PROJECT REVIEW	180482
DATE	7/18/2018
PROJECT REVIEW	180482
DATE	7/18/2018
PROJECT REVIEW	180482
DATE	7/18/2018

A.04

Exhibit B-2





ARCHITECT OF RECORD
FUSION
 ARCHITECTS, INC.
 PROJECTION NO. 2014-0003
 200 SOUTH
 10700 WEST
 DENVER, CO 80202
 WWW.FUSIONARCHITECTS.COM

OWNER: [REDACTED]
 STRUCTURAL ENGINEER: [REDACTED]
 CIVIL ENGINEER: [REDACTED]
 MECHANICAL ENGINEER (MEP): [REDACTED]

PRINTED
 DATE: [REDACTED] REVISED: [REDACTED]

Revision Schedule

No.	Description	Date

KEY PLAN

FLOOR PLANS - LEVELS 1 & 2

A101

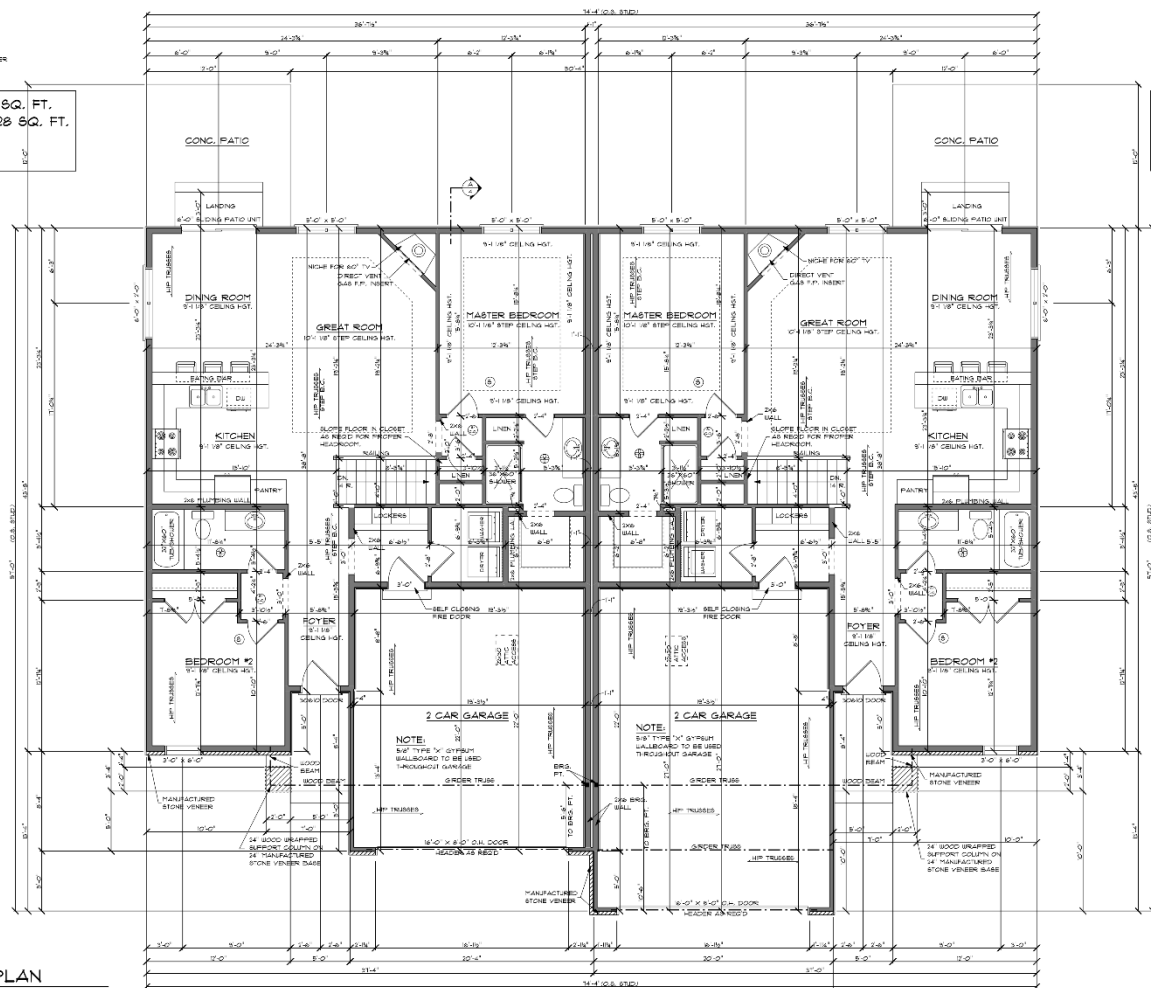
NOT FOR CONSTRUCTION

FRAMING NOTES:
 1. 1/2" x 10" WALL HEIGHT UNLESS NOTED
 2. BRICK, E.O. DO NOT INCLUDE
 TRIMWORK OR ARCH TRIMS
 3. ROOF HEIGHTS TO BE ESTIMATED
 4. CHECK WITH LOCAL BUILDING DEPARTMENT
 5. LICENSED IN THE STATE OR REGION
 OF CONTRACTOR FOR ALL TRADES +
 LIVE LOADS
 6. ALL EXTERIOR WALLS 2000 x 16" O.C.
 GARAGE WALLS 2000 x 16" O.C.
 7. "HICKORY" BUSHY BOUTSIDE BLENDER
 8. DOORS TO BE VERIFIED BY SUPPLIER
 9. THE PLUMBING WALLS AS REQ.

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

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

**MAIN FLOOR: 1305 SQ. FT.
 2 CAR GARAGE: 545 SQ. FT.
 STCOOP: 48 SQ. FT.
 TOTAL: 1841 SQ. FT.**



- GENERAL NOTES:**
1. CLARENCE WINDOWS / UNLESS NOTED
TOPS GLASS AS REQ BY CODE
 2. IT IS THE RESPONSIBILITY OF THE GENERAL
CONTRACTOR TO INSURE THAT ALL PRODUCTS
ARE INSTALLED PER THE RECOMMENDATIONS
 3. IT IS THE RESPONSIBILITY OF THE ELECTRICAL,
ELECTRICAL AND HVAC SUB-CONTRACTORS TO DESIGN
BUILT-IN SYSTEMS AND TO INSURE THAT THESE
SYSTEMS ARE INSTALLED AND OPERATING PROPERLY
4. IT IS THE OBLIGATION OF CONTRACTORS RESPONSIBILITY
TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT
AGAINST THE BUILD-UP OF MOISTURE OR MOLD
 5. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE
FOR INFORMATION PURPOSES ONLY AND THEY NOT
WARRANTED BY ANY LOCAL, STATE OR FEDERAL
REGULATIONS. OWNER OR CONTRACTOR SHALL BE
RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION
OF ALL CONSTRUCTION MATERIALS
 6. SERVICE CONNECTOR (C)
 7. VENT FAN(S)
 8. BROWN CARBON MONOXIDE DETECTOR (M)
 9. INTERIOR WALL DIMENSIONS
ARE TO CENTER OF BLOCK
 10. EXTERIOR WALL DIMENSIONS
ARE TO OUTSIDE OF STUD
- IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLUMBING ELEVATIONS
SHOWN ON THESE PLANS AND THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR
SHALL VERIFY THE VERTICAL DIMENSIONS BEFORE CONSTRUCTION. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION
MATERIALS AND SHALL ASSUME FULL RESPONSIBILITY.

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

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

DESIGN BY: J.M.
 CHECKED BY: _____
 FINAL RELEASE: _____
 REVISIONS: _____
 JOB NO. 16-23100

3

FOUNDATION NOTES:

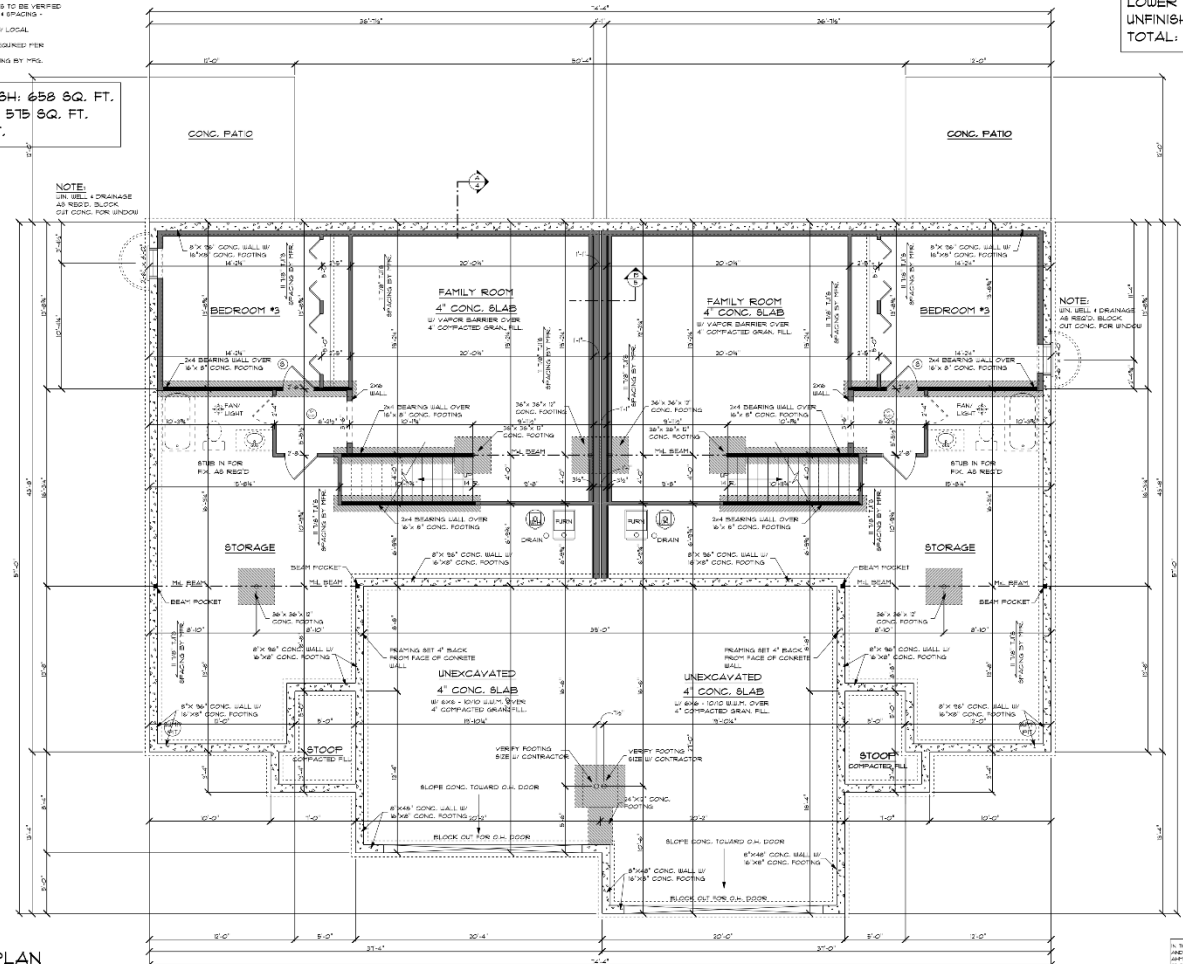
1. 1000 P.S.F. SOIL BEARING PRESURE ASSUMED FOR FOOTING DESIGN. IF DIFFERENT CONDITIONS ARE INDICATED, NOTIFY DESIGNER.
2. 500 NO. 3 BARS @ 18" ON CENTER. 18" MIN. SPACING. 18" MIN. BARS TO BE PLACED IN PLACE.
3. 3000 P.S.I. CONCRETE (TYPICAL).
4. DO NOT PLACE ANY FOOTING IN DISTURBED OR UNSTABLE SOIL - OVER EXCAVATE AND EXTEND FOOTING DEPTH.
5. CONCRETE WALL FOOTING 4" PAD SIDES TO BE VERIFIED BY CONTRACTOR. REINFORCING SIZE & SPACING - BY OTHERS.
6. VERIFY DEPTH OF FROST FOOTINGS W/ LOCAL CODES REGION AND SOIL BEARINGS.
7. PROVIDE EROSION PROTECTION AS REQUIRED PER LOCAL CODES.
8. ACTUAL FLOOR JOIST LAYOUT & SPACING BY TRS.

PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION

NOTE: ACCORDING TO THE 2019 IRC, SOME UNUSUAL WALLS NEED TO BE ADJUSTED TO MEET BEYOND-CALLED REQUIREMENTS. VERIFY W/ LOCAL BUILDING DEPARTMENT.

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

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



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

- GENERAL NOTES:**
1. THE 2019 IBC IS APPLIED.
 2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT ALL PRODUCTS AND MATERIALS ARE INSTALLED PER THE RECOMMENDATIONS.
 3. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT AGAINST THE BUILDUP OF MOISTURE OR MOLD.
 4. IT IS THE RESPONSIBILITY OF THE ELECTRICAL, MECHANICAL, AND HVAC CONTRACTORS TO DESIGN, BUILD, TEST, AND TO MAINTAIN THAT THESE SYSTEMS ARE INSTALLED AND OPERATING PROPERLY.
 5. CONSTRUCTION MATERIALS REFERENCED HEREIN ARE FOR INFORMATION PURPOSES ONLY AND MAY NOT COMPLY WITH YOUR LOCAL ZONING OR SAFETY REGULATIONS. OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHOICE AND SELECTION OF ALL CONSTRUCTION MATERIALS.
 6. SPOKE DETECTOR (S)
 7. VENT FAN (V)
 8. BRONKHORST MONITOR DETECTOR (M)
 9. INTERIOR CONNECTIONS ARE TO CENTER OF STUD.
 10. BARRIERS SHALL UNLESS AS NOTED BY LOCAL CODES. VERIFY THE LOCATION W/ CONTRACTOR.
 11. RISE OUT AND INSULATE BASEMENT WALLS AS NOTED BY LOCAL CODES.
 12. 1" O.D. PIP. CEILING HOT / 6" O.D. PIP. TO UNDERSIDE OF BEAMS, CATCHES, ETC.
13. THE EVENT OF ANY DISCREPANCIES BETWEEN SLAB ELEVATIONS AND/OR DETAILS, THE CONTRACTOR'S SUBCONTRACTOR SHALL CONTACT AHPAAN DESIGN, INC. FOR CLARIFICATION BEFORE COMMENCING THE CONSTRUCTION. IF AHPAAN DESIGN, INC. CONFIRMS THE CONTRACTOR'S SUBCONTRACTOR'S CLAIM, ALL BE RESPONSIBLE.

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

DRAWN BY: J.P.
CHECKED BY:
FINAL REVISION:
REVISIONS:
JOB NO. 16-29700

4

Exhibit B-6

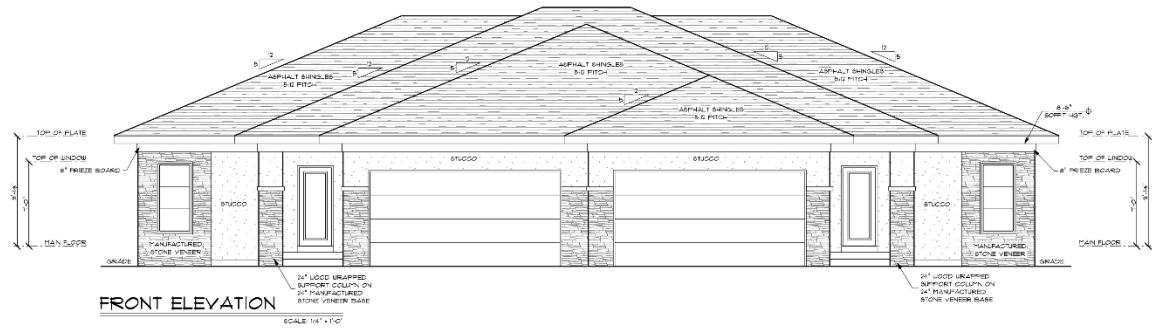
Execution Version

INSTALLATION NOTES:
 1. IT IS THE OWNER'S AND CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO PRESERVE ALL UTILITIES AND EXISTING STRUCTURES.
 2. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND EXISTING STRUCTURES BEFORE CONSTRUCTION.
 3. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND EXISTING STRUCTURES BEFORE CONSTRUCTION.
 4. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND EXISTING STRUCTURES BEFORE CONSTRUCTION.
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 9. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND EXISTING STRUCTURES BEFORE CONSTRUCTION.
 10. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND EXISTING STRUCTURES BEFORE CONSTRUCTION.

ROOF DRAINAGE:
 1. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.
 2. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.
 3. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.
 4. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.
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 8. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.
 9. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.
 10. ALL ROOF DRAINAGE SHALL BE DIRECTED TO THE STREET OR TO AN APPROVED DRAINAGE SYSTEM.

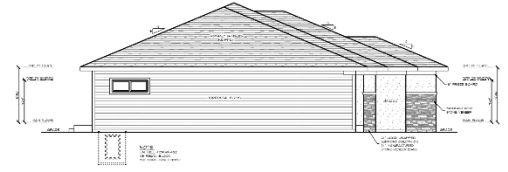
ROOF VENTILATION:
 1. PROVIDE ROOF VENTILATION AS SHOWN OR AS REQUIRED BY CODE.

NOTE:
 ACCORDING TO THE 2007 IRC, ROOF WINDOWS MAY NEED TO BE ADJUSTED TO MEET SECTION R602 REQUIREMENTS. VERIFY WITH LOCAL BUILDING DEPARTMENT.

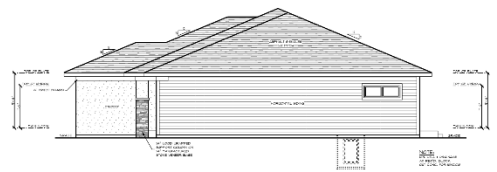


FRONT ELEVATION
 SCALE: 1/4" = 1'-0"

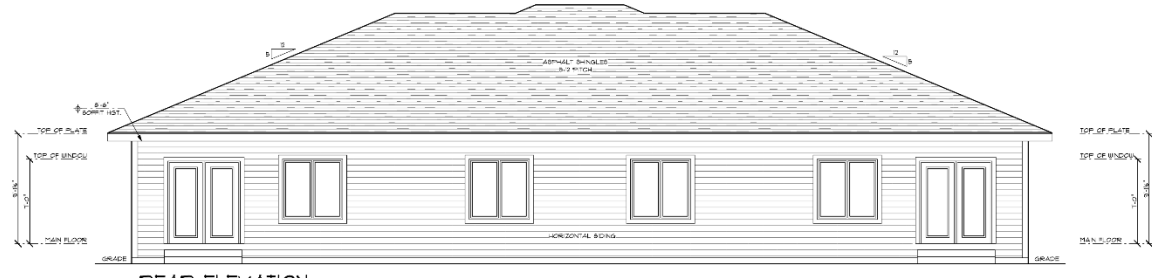
PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



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



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



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

IN THE EVENT OF ANY DISCREPANCIES BETWEEN THESE ELEVATIONS AND THE GENERAL CONTRACTOR'S ARCHITECTURAL DRAWINGS, THE ARCHITECT'S ARCHITECTURAL DRAWINGS SHALL CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND EXISTING STRUCTURES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.

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 WWW.AHMANNDESIGN.COM

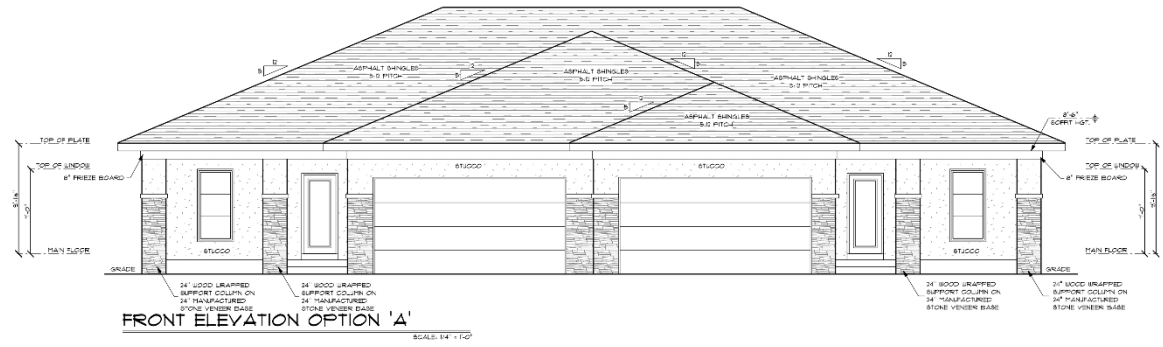
DESIGN BY: []
CHECKED BY: []
FINAL RELEASE: []
REVISIONS: []
JOB NO. 16-2900
2

Exhibit B-7

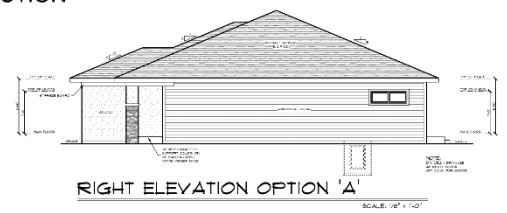
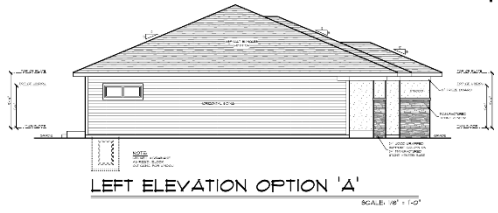
Execution Version

MATERIALS NOTES:
 1. IT IS THE OWNER OR CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS TO PRESENT AND ASSEMBLE THE BUILDUP OF FINISHES ON THIS. CONSTRUCTION MATERIALS REFERRED TO HEREIN ARE TO BE USED UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CHECK AND SELECTION OF ALL CONTRIBUTE MATERIALS. FINISHES TO BE INSTALLED.
 2. FLOORING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION, MAINTENANCE, AND PROTECTION.
 3. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 4. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 5. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 6. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 7. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 8. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 9. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 10. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 11. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 12. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 13. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 14. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 15. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 16. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 17. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 18. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 19. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.
 20. ALL INTERIORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OR EQUIVALENT.

NOTE:
 ACCORDING TO THE 2006 IRC, HOME ELEVATIONS MUST BE ADJUSTED TO MEET SECTION R602 REQUIREMENTS, VERIFY WITH LOCAL BUILDING DEPARTMENT.



PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR SPECIFICATIONS, THE CONTRACTOR SHALL CONSULT WITH AHMANN DESIGN INC. AND THE ARCHITECT TO RESOLVE ANY DISCREPANCIES. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF ALL DIMENSIONS AND MATERIALS LISTED ON THESE PLANS.

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 PATENTED 2008 HOME PLAN ARCHITECTURE INC. 10/16

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 (319) 395-7900
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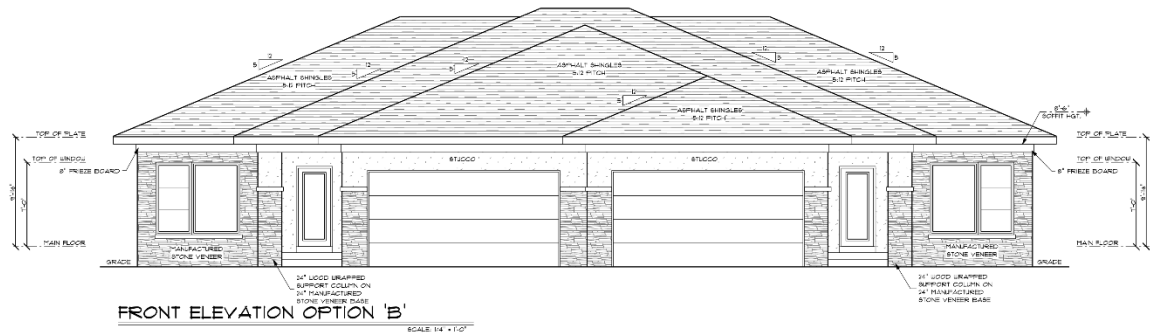
DESIGNED BY: J.P.
 CHECKED BY:
 FINAL RELEASE:
 REVIEWED:
 JOB NO. 16-29100

6

Exhibit B-8

Execution Version

MATERIALS NOTE:
 1. IT IS THE BURDEN OF THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY PERMITS AND TO PREVENT ANY VIOLATION OF ANY APPLICABLE CODES OR REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION AND RELIANCE OF ALL INFORMATION RECEIVED.
FINISHING TO BE INSTALLED:
 1. ALL INTERIOR FINISHING
 2. MANUFACTURED STONE VENEER
 3. ROOFING
SEE SPECIFICATIONS:
 1. LAYERS OF INSULATION CONSIDERED TOGETHER OR AS A SINGLE LAYER SHALL BE NOTIFIED BY THE OWNER BY RECORD DRAWING TO BE ADDED TO A POINT AT LEAST 14 DAYS BEFORE THE START OF THE PROJECT.
ROOF DRAINAGE:
 1. GUTTERS TO BE INSTALLED AT ALL ROOF CHANGES TO THE EXTERIOR SURFACE AT LEAST 3 FEET FROM FOUNDATION WALLS OR TO AN APPROVED DRAINAGE SYSTEM.
ROOF CEILING:
 1. VENTS SHALL BE 1/2" OR LARGER ALL-WEATHER VENTS NOT BE THE SAME.
 2. USE 1/2" VENTS WITH GUTTERS TO BE INSTALLED TO BE ADDED TO A POINT AT LEAST 14 DAYS BEFORE THE START OF THE PROJECT.
ROOF VENTILATION:
 1. PROVIDE ROOF VENTS AND ROOF VENTS AS NOTED BY OWNER.



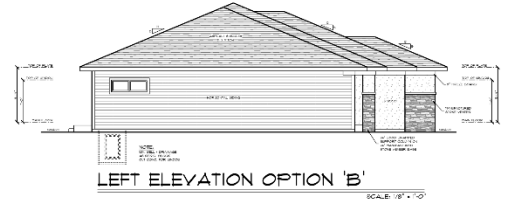
FRONT ELEVATION OPTION 'B'
 SCALE: 1/4" = 1'-0"

NOTE:
 ACCORDING TO THE IBC IRC, SOME WINDOWS MAY NEED TO BE ADAPTED TO MEET SECTION R602 REQUIREMENTS. VERIFY WITH LOCAL BUILDING DEPARTMENT.

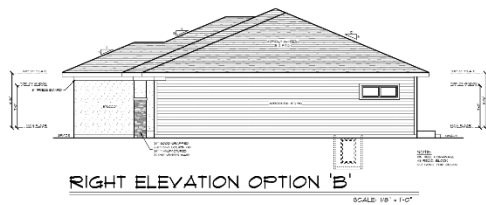
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 (319) 395-7900
 WWW.AHMANNDESIGN.COM

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PRELIMINARY PLANS ONLY - NOT FOR CONSTRUCTION



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



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



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

IN THE EVENT OF ANY DISCREPANCIES BETWEEN PLANS, ELEVATIONS, AND/OR DETAILS, THE CONTRACTOR SHALL CONTACT AHMANN DESIGN INC. FOR CLARIFICATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ALL LOCAL CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION AND RELIANCE OF ALL INFORMATION RECEIVED.

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 PROFESSIONAL ARCHITECTURAL, ENGINEERING, AND CONSTRUCTION SERVICES

DESIGNED BY: JH
CHECKED BY:
FINAL RELEASE:
REVISIONS:
JOB NO. 16-28700
7

Exhibit B-9

Execution Version

EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the "City") and Green Stream Homes of Iowa, L.L.C., 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

Exhibit C-1

Execution Version

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. In addition to its other terms, the Agreement contains a land use restriction which runs with the land and said provision is set forth below in its entirety:

Section 6.9. Market-rate Housing Use Restriction.

a. Developer acknowledges and agrees that:

1. Any Housing Units made available for rent shall be marketed and leased as market-rate housing;

2. 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

3. 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.

b. Each of the use restrictions contained in this Section 6.9 shall be binding upon and inure to the benefit of City and Developer, and their successors and assigns and all parties claiming under any of them, and shall be deemed restrictions that run with the land, and shall continue for the applicable periods set forth in this Section.

c. The use restrictions in this Section 6.9 shall be for an initial period of twenty-one (21) years from the date of the recordation in the office of the Recorder of Carroll County, Iowa and shall automatically extend for successive periods of twenty-one (21) years. In the event that Iowa Code Section 614.24, as amended or replaced, may require that a verified claim be filed in the office of the Recorder of Carroll County, Iowa, prior to the end of a twenty-one (21) year period in order to continue the use restrictions herein, then either party, and their successors and assigns and all parties claiming under any of them, acting jointly or severally, may file the verified claim necessary to keep all of the use restrictions contained in this Section in force.

d. If the use restrictions in this Section 6.9 are violated, then in addition to any other remedy available under this Agreement or in equity or at law, including seeking an injunction to enforce the terms of the restriction, the City shall be entitled to recover from the Developer or its successor or assign an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII of the Agreement, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from the Developer or its successor or assign. The City may demand such payment at any time following its determination that this Section has been violated.

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

4. 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

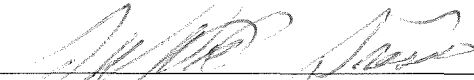
STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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]

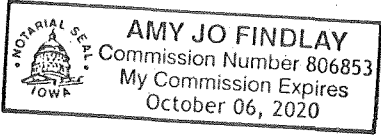
GREEN STREAM HOMES OF IOWA, L.L.C.,
an Iowa limited liability company

By: 
David Walters, President

STATE OF IOWA)
) SS
COUNTY OF Folk)

On this 15th day of Oct, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared David Walters to me personally known, who, being by me duly sworn, did say that he is the President of Green Stream Homes of Iowa, L.L.C., 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 – Green Stream Homes of Iowa, L.L.C.]

EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS

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

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

If you need additional space please attach another table.

Attach actual receipts and invoices

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

Green Stream Homes of Iowa, L.L.C.

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 Green Stream Homes of Iowa, L.L.C., and that said instrument was signed on behalf of said corporation; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him/her voluntarily executed.

Notary Public in and for the State of Iowa

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

To:

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

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

EXHIBIT F

USE RESTRICTION CLAIM FORM

PREPARED BY AND RETURN TO:	Ahlers & Cooney, P.C., 100 Court Ave, Suite 600, Des Moines, Iowa 50309
---------------------------------------	---

VERIFIED CLAIM

STATE OF IOWA, COUNTY OF CARROLL) ss.

I, the undersigned, state that the following statements are true and accurate:

1. **REAL PROPERTY.** This Verified Claim is made with respect to the following described real estate (the "Real Estate"):

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.

2. **NATURE OF INTEREST.** The nature of the interest is a use restriction contained in Section 6.9 of an Agreement for Private Development between the City of Carroll, Iowa and Green Stream Homes of Iowa, L.L.C. recorded on _____, 2018 in the Carroll County Recorder's office in Book _____ at Page _____ (the "Development Agreement"), governing the use of the Real Estate.

3. **CLAIMANT.** The undersigned is the City Clerk for the City of Carroll, Iowa and is authorized to file this Verified Claim on behalf of the City.

Exhibit F-1

4. CLAIM FOR EXTENSION. In accordance with Iowa Code Sections 614.24 and 614.25 and the terms of the covenants, the undersigned hereby claims for the City of Carroll, Iowa the benefit of said use restrictions for an additional period of twenty-one years.

Dated _____, _____.

Laura Schaefer, City Clerk
City of Carroll, Iowa

Subscribed and sworn or affirmed before me by Laura Schaefer, as City Clerk of the City of Carroll, Iowa this _____ day of _____, _____.

Notary Public in and for said State and County

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 *MSP-W*

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

DATE: October 16, 2018

SUBJECT: Kuemper Catholic School System
Restricted Parking Request

Kuemper Catholic School System has requested a parking restriction to accommodate drop-off and pick-up for Kuemper Cares Child Care. The request is for 15 Minute Parking – 2:30 p.m. to 6:00 p.m. Monday through Friday, for one parking stall on the easterly side of Clark Street, north of Bluff Street. The attached proposed Ordinance is prepared to add the request to the Code of Ordinances.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Ordinance to add the parking restriction to Clark Street.

RMK:ds

attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY ADDING A NEW SUBSECTION LIMITING PARKING TO FIFTEEN MINUTES ON A PORTION OF CLARK STREET.

BE IT ENACTED by the City Council of the City of Carroll, Iowa:

SECTION 1. NEW SUBSECTION. The Code of Ordinances of the City of Carroll, Iowa, is amended by adding a new Subsection 69.08 8.D which is hereby adopted to read as follows:

D. "15 Minute Parking – 2:30 p.m. – 6:00 p.m. Monday through Friday".

(1) Parking space (1) beginning 120 feet northerly of the centerline of Bluff Street – easterly side only.

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

Passed by the Council the _____ day of _____, 20____, and approved the _____ day of _____, 20____.

Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 20____.

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 *MJPW*
DATE: October 18, 2018
SUBJECT: Korwes Family Second Subdivision, Preliminary and Final Plats

LaVerne L. Korwes, Trustee of the Korwes Family Trust has submitted and is requesting approval of an application for a preliminary and final plat to be named Korwes Family Second Subdivision. This is a replat of Lot 3 of Korwes Family Subdivision in order to expand the lot from 4.133 acres to a new lot size of 9.133 acres. The subdivision is located on the west side of Kittyhawk Ave just north of Jorgensen Truck & Equipment. The property is outside the corporate limits for the City of Carroll; however, it is within the City's 2-mile review area.

The property is identified in the 2013 Carroll Comprehensive Plan as Agriculture. The existing zoning is A-2, Agriculture District.

The development consists of 1 single-family lot which is 9.133 acres in size. The lot meets the minimum requirements for single-family residential.

No new streets or right-of-ways are proposed as part of this development and all lots will have access to Kittyhawk Ave. The remnant property to the west of the lots will have access to Kittyhawk Ave via a 33' wide strip of land directly south and west of the lot. While this meets the minimum requirements for access, since it is less than 33 feet in width, the remnant property will not be permitted to be resubdivided in the future.

No new City owned utilities are proposed in the development. West Central Iowa Rural Water will serve each lot and septic will be used for sanitary sewer.

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

PLANNING AND ZONING COMMISSION RECOMMENDATION: That the Carroll City Council approve the Korwes Family Second Subdivision Preliminary and Final Plats.

STAFF RECOMMENDATION: Staff recommends City Council approval of the Korwes Family Second Subdivision Preliminary and Final Plats as recommended by the Planning and Zoning Commission.

**CITY OF CARROLL
SUBDIVISION DATA**

NAME OF PLAN: Korwes Family Second Subdivision –Preliminary and Final Plats
NAME OF OWNER/DEVELOPER: LaVerne L. Korwes, Trustee of the Korwes Family Trust

GENERAL INFORMATION:

PLAT LOCATION: West side of Kittyhawk Ave just north of Jorgensen Truck & Equipment
SIZE OF PLAN: 9.133 Acres
ZONING: A-2, Agriculture District

LOTS:

NUMBER: 1 Residential Lot
SIZE/DENSITY: 0.11 units per acre
USE: Agriculture and Single Family Residential
BUILDING LINES: 60' front yard; 100' rear yard; and 30' side yard

ADJACENT LANDS:

NORTH: Agricultural Land
SOUTH: General Industrial (I-2)
EAST: Agricultural Land
WEST: Agricultural Land

STREET DEVELOPMENT:

No new streets or right-of-ways are proposed as part of this development. All lots will have access to Kittyhawk Ave.

WASTE WATER:

No new City owned water utilities are proposed in the development. West Central Iowa Rural Water will serve each lot.

WATER SYSTEM:

No new City owned sanitary sewer utilities are proposed in the development. Each lot will be served by a septic system for sanitary sewer service.

PRELIMINARY AND FINAL PLAT DRAWINGS:

The Planning and Zoning Commission and Staff recommends approval as presented.

RESOLUTION NO.: _____

WHEREAS, LaVern L. Korwes, Trustee of the Korwes Family Trust, has filed a Preliminary Plat for Korwes Family Second Subdivision, Part of the E ½ of the NE ¼, Section 15, Township 84 North, Range 35 West, Carroll County, Iowa; and,

WHEREAS, the Preliminary Plat was given tentative approval by the City Planning and Zoning Commission at their meeting of October 10, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby tentatively approve the Preliminary Plat for Korwes Family Second Subdivision, Part of the E ½ of the NE ¼, Section 15, Township 84 North, Range 35 West, Carroll County, Iowa. Council gives authorization to proceed with preparation of the Final Plat pursuant to Section 6-6.0308 of the City of Carroll Subdivision Ordinance.

Passed and adopted by the Carroll City Council this 22nd day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Eric P. Jensen, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 22nd day of October, 2018 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Preliminary Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Preliminary Subdivision Plat as provided by law.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

On this 22nd of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. _____

WHEREAS, LaVern L. Korwes, Trustee of the Korwes Family Trust, owners of certain real estate described in a certain plat filed by them with the City Clerk of the City of Carroll, Iowa, known as the Korwes Family Second Subdivision, Part of the E ½ of the NE ¼, Section 15, Township 84 North, Range 35 West, Carroll County, Iowa; and,

WHEREAS, the said Plat has been duly examined by the City Planning and Zoning Commission, which has recommended approval of the same on October 10, 2018, and found same to conform to the general plan of the City; and,

WHEREAS, said Plat has been examined by the City Council and found to conform to the City of Carroll Subdivision Ordinance and falls within the general plan of the City of Carroll, Iowa, and is found to comply with Chapter 354 of the 2017 Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa:

1. That the plat of Korwes Family Subdivision, Part of the E ½ of the NE 1/4, Section 15, Township 84 North, Range 35 West, Carroll County, Iowa, is found to conform with the law and is hereby accepted.
2. That this Resolution shall be fully binding upon the owners, their assigns, purchasers or successors in interest.
3. That the Mayor and City Clerk of the City of Carroll, Iowa, are hereby directed to certify this Resolution and cause the same to be affixed to the said Plat as provided by law.

Passed and approved by the Carroll City Council this 22nd day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Eric P. Jensen, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 22nd day of October, 2018 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Final Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Final Subdivision Plat as provided by law.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

On this 22nd day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Preliminary Plat
Korwes Family Second Subdivision
Part of the E 1/2 of the NE 1/4
Section 15, Township 84 North, Range 35 West
Carroll County, Iowa

LEGAL DESCRIPTION of AREA to be PLATTED:

DESCRIPTION:

Lot 3 of the Korwes Family Subdivision, AND the following described parcel;

Beginning at the Southwest Corner of Lot 3 of the Korwes Family Subdivision in the East Half of the Northeast Quarter of Section 15, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence North 89° 16' 50" West, 575.98 feet; thence North 00° 32' 53" East, 312.33 feet; thence South 89° 16' 50" East, 576.92 feet to the Northwest Corner of said Lot 3 of said Korwes Family Subdivision; thence South 00° 43' 10" West, 312.33 feet to the POINT OF BEGINNING containing 4.133 acres subject to easements apparent or of record.

LEGAL DESCRIPTIONS of NEW LOTS:

The above described parcel shall hereby be divided into Lots with Names, Numbers and Dimensions as shown hereon and shall hereafter be known as Lot 1 of The Korwes Family Second Subdivision part of the East Half of the Northeast Quarter of Section 15, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

LaVerne L. Korwes Date 9/21/18
 LaVerne L. Korwes, Trustee of the Korwes Family Trust
Nora K. Dirkx Date 9/21/18
 Nora K. Dirkx
Amy L. Brown Date 9/21/18
 Amy L. Brown

A-2 Zoning Requirements
 Minimum Lot Size = 5,000 Ac.
 Front Yard Setback = 60'
 Be Aware of Waterline Easement
 Rear Yard Setback = 100'
 Side Yard Setback = 30'

TOTAL AREA of SUBDIVISION =
 397,844 s.f.
 No. of Lots 1
 Min. s.f. = 397,844
 Avg. s.f. = 397,844
 Max. s.f. = 397,844

APPROVALS			
RECOMMEND TENTATIVE APPROVAL PLANNING & ZONING COMMISSION		TENTATIVE APPROVAL CITY OF CARROLL, IOWA	
DATE	CHAIRMAN	DATE	CLERK

APPROVALS

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

David J. Moermond 9/21/18
 Signature DAVID J. MOERMOND, P.E. NO. 12261 Date
 Printed or Typed Name
 My license is subject to renewal on December 31, 2019

Pages or sheets covered by this seal: **ALL**

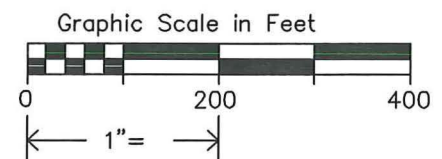
Owners & Developers
 Korwes Family Trust
 18235 Kittyhawk Ave.
 Carroll, Iowa 51401

Nora K. Dirkx
 214 N. Main Street
 Carroll, Iowa 51401

Amy L. Brown
 214 N. Main Street
 Carroll, Iowa 51401

Engineer:
 David J. Moermond
 Howard R. Green Co.
 5525 Merle Hay Rd., #200
 Johnston, Iowa 50131

Surveyor:
 Micheal G. Semke
 716 N. Crawford Street
 Carroll, Iowa 51401



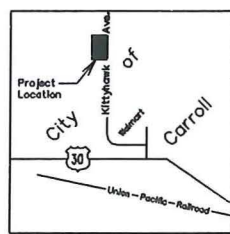
- LEGEND**
- △ = Section Corner
 - = Corner Found (1/2" Rerod w/ Yellow Cap #10318 unless noted)
 - ✕ = Found Chiseled "x" in P.C.C.
 - = Iron Pin to be Set by L.S. #10318 upon Approval of Final Plat (1/2" x 24" Rerod w/ Yellow Cap #10318)
 - R. = Record Dimension
 - F.M. = Actual Field Measure
 - W— = 3" P.V.C. W.I.R.W. Water Line
 - T— = Underground Telephone Cable
 - LP— = Existing 6" H.P. Propane Line
 - EUG— = Existing Underground Electric Line
 - CATV— = Existing Underground CATV Line
 - FO— = Underground Fiber Optic Line
 - ⊙ = Existing Power Pole
 - ⊕ = Existing Long Lines Warning Sign

Current Zoning = A-2
 Proposed Zoning = A-2

Bench Mark: Top of P.K. Nail in A.C.C. @ W 1/4 Cor. of Sec. 33 - T84N - R34W, Carroll Co., Ia Elev. = 1172.30

NOTE:
 Utility Locations are only generally located based on information provided by the Utility Owner. Positive locations must be determined before any excavation shall begin.

VICINITY MAP



NOT TO SCALE

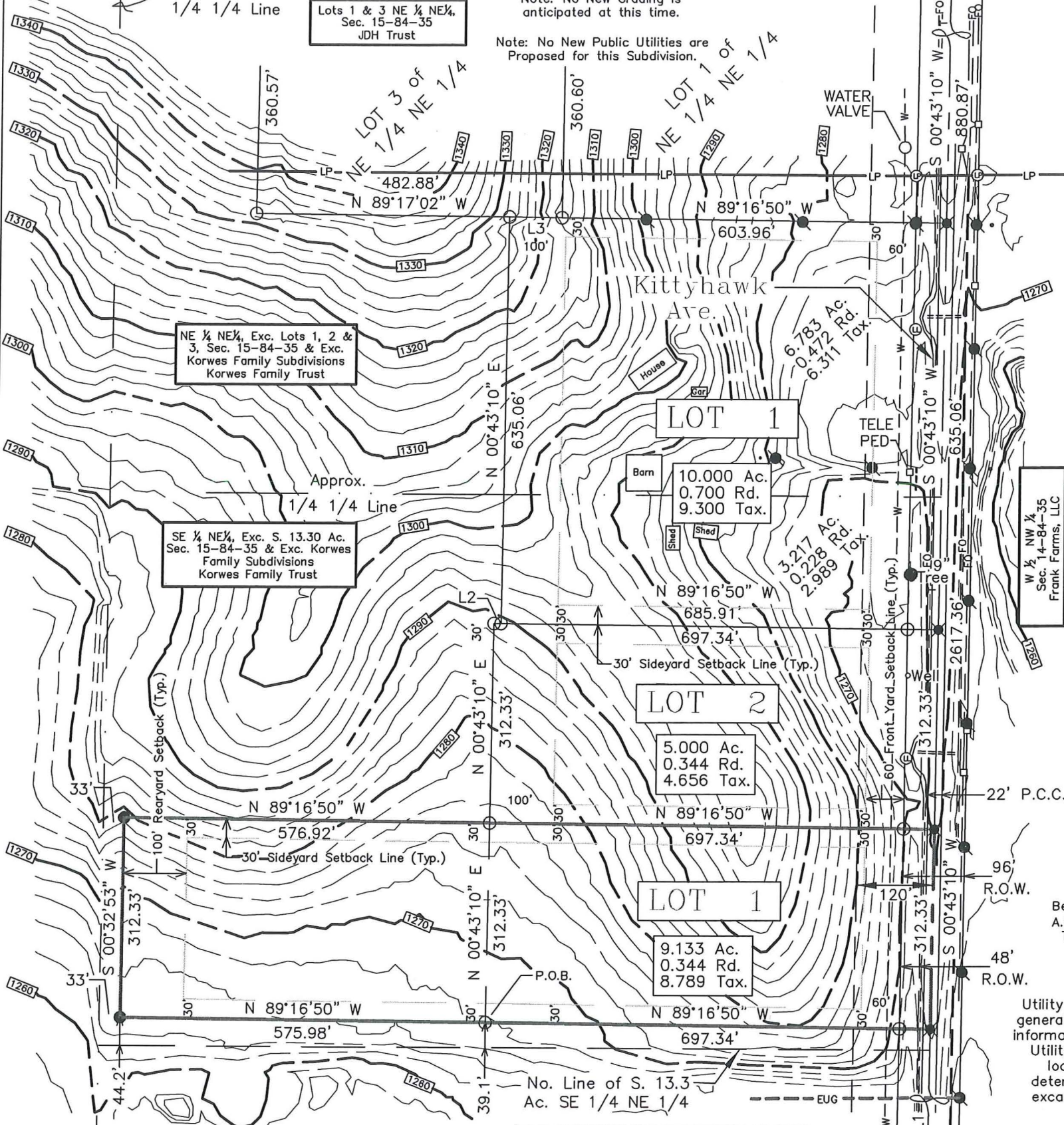
Note: The bearings on this plat are based on State Plane Coordinates using Iowa Regional Coordinate System - Zone 7

Flood Zone
 FEMA Flood Zone = X

NE Cor. Sec. 15
 (Fnd. 5/8" I.P. w/ Orange Cap #19758)

Note: No New Grading is anticipated at this time.

Note: No New Public Utilities are Proposed for this Subdivision.



Lots 1 & 3 NE 1/4 NE 1/4, Sec. 15-84-35 JDH Trust

NE 1/4 NE 1/4, Exc. Lots 1, 2 & 3, Sec. 15-84-35 & Exc. Korwes Family Subdivisions Korwes Family Trust

SE 1/4 NE 1/4, Exc. S. 13.30 Ac. Sec. 15-84-35 & Exc. Korwes Family Subdivisions Korwes Family Trust

LOT 1
 10.000 Ac.
 0.700 Rd.
 9.300 Tax.

LOT 2
 5.000 Ac.
 0.344 Rd.
 4.656 Tax.

LOT 1
 9.133 Ac.
 0.344 Rd.
 8.789 Tax.

S. 13.30 Ac. SE 1/4 NE 1/4 Sec. 15-84-35 Frank Jorgensen

NOTE:
 The Water Line through the E 1/2 NE 1/4 has an Existing Easement 120' in Width the East line of which is the Section Line See Book 41, Page 248

E 1/4 Cor. Sec. 15
 (Fnd. 1/2" I.P. w/o Cap in P.C.C.)

LINE TABLE

Line	Bearing	Distance
L1	N00°43'10"E	476.77'
L2	S89°16'50"E	11.43'
L3	S89°17'02"E	81.94'

Note: The bearings on this plat are based on State Plane Coordinates using Iowa Regional Coordinate System - Zone 7

Note: No New Public Utilities are Proposed for this Subdivision.

Note: No New Grading is anticipated at this time.

Owners & Developers
Korwes Family Trust
 18235 Kittyhawk Ave.
 Carroll, Iowa 51401

Nora K. Dirks
 214 N. Main Street
 Carroll, Iowa 51401

Amy L. Brown
 214 N. Main Street
 Carroll, Iowa 51401

Surveyor:
 Micheal G. Semke
 716 N. Crawford Street
 Carroll, Iowa 51401

Final Plat

Korwes Family Second Subdivision

Part of the E 1/2 of the NE 1/4

Section 15, Township 84 North, Range 35 West

Carroll County, Iowa

LEGAL DESCRIPTION of AREA to be PLATTED:

DESCRIPTION:

Lot 3 of the Korwes Family Subdivision, AND the following described parcel;

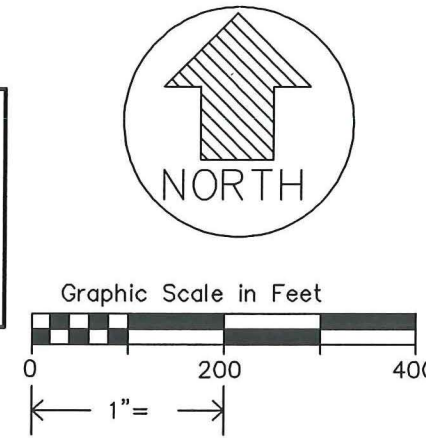
Beginning at the Southwest Corner of Lot 3 of the Korwes Family Subdivision in the East Half of the Northeast Quarter of Section 15, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence North 89° 16' 50" West, 575.98 feet; thence North 00° 32' 53" East, 312.33 feet; thence South 89° 16' 50" East, 576.92 feet to the Northwest Corner of said Lot 3 of said Korwes Family Subdivision; thence South 00° 43' 10" West, 312.33 feet to the POINT OF BEGINNING containing 4.133 acres subject to easements apparent or of record.

LEGAL DESCRIPTIONS of NEW LOTS:

The above described parcel shall hereby be divided into Lots with Names, Numbers and Dimensions as shown hereon and shall hereafter be known as Lot 1 of The Korwes Family Second Subdivision part of the East Half of the Northeast Quarter of Section 15, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

<i>LaVerne L. Korwes</i>	Date	9/21/18
LaVerne L. Korwes, Trustee of the Korwes Family Trust		
<i>Nora K. Dirks</i>	Date	9/21/18
Nora K. Dirks		
<i>Amy L. Brown</i>	Date	9/21/18
Amy L. Brown		

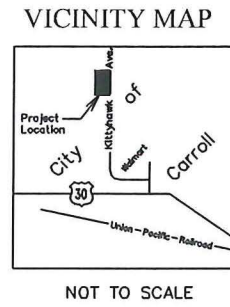
TOTAL AREA of SUBDIVISION =
 397,844 s.f.
 No. of Lots 1
 Min. s.f. = 397,844
 Avg. s.f. = 397,844
 Max. s.f. = 397,844



W 1/2 NW 1/4 Sec. 14-84-35 Frank Farms, LLC

- LEGEND**
- △ = Section Corner
 - = Corner Found (1/2" Rerod w/ Yellow Cap #10318 unless noted)
 - ✕ = Found Chiseled "x" in P.C.C.
 - = Iron Pin to be Set by L.S. #10318 upon Approval of Final Plat (1/2" x 24" Rerod w/ Yellow Cap #10318)
 - R. = Record Dimension
 - F.M. = Actual Field Measure

APPROVALS			
RECOMMEND FINAL APPROVAL PLANNING & ZONING COMMISSION		FINAL APPROVAL CITY OF CARROLL, IOWA	
DATE	CHAIRMAN	DATE	MAYOR



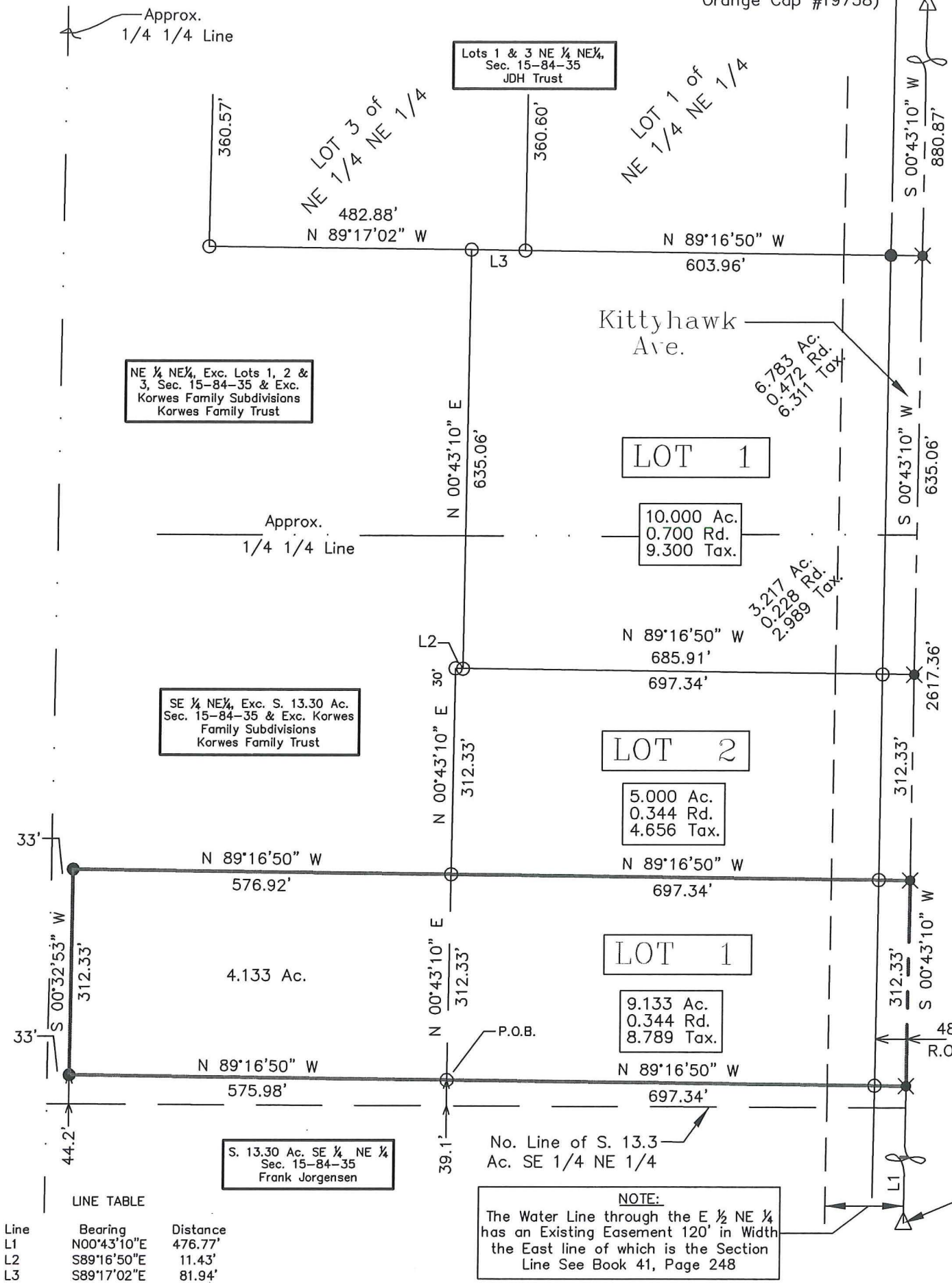
PROFESSIONAL LAND SURVEYOR
MICHAEL G. SEMKE
 10318
 IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a Professional Land Surveyor under the laws of the State of Iowa.

Micheal G. Semke 9/21/18
 Signature Date of Survey

Micheal G. Semke, L.S. No. 10318
 Printed or Typed Name

Pages or sheets covered by this seal: THIS PAGE My license renewal date is December 31, 2019.



LINE TABLE

Line	Bearing	Distance
L1	N00°43'10"E	476.77'
L2	S89°16'50"E	11.43'
L3	S89°17'02"E	81.94'

NOTE:
 The Water Line through the E 1/2 NE 1/4 has an Existing Easement 120' in Width the East line of which is the Section Line See Book 41, Page 248

Semke and Associates
 716 N. Crawford Street
 P.O. Box 623
 Carroll, Iowa 51401
 (712) 792-2276

Semke and Associates

Part E 1/2 of NE 1/4
 all in Sec. 15-T84N - R35W
 Carroll County, Iowa.

Checked by: DJM
 Project No.
 SPN17051

Drawn: 08-21-18 by MGS

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: October 17, 2018

SUBJECT: Corridor of Commerce
Downtown Streetscape Phase 10
Design Services Agreement

A proposed Design Services Agreement for the Corridor of Commerce Downtown Streetscape Phase 10 project has been prepared with Confluence. The proposed Agreement includes services necessary to develop the design for the following Phase 10 project:

<u>Location</u>	<u>From</u>	<u>To</u>
7 th Street	West Street	Carroll Street
7 th Street	Main Street	Clark Street
Westgate Mall Parking Lot		
4 th Street Parking Lot		
Pedestrian Curb Ramps		

The proposed Agreement includes the following general Scope of Services. The Services are detailed in the proposed Agreement, a copy is attached.

- A. Final Design Development
- B. Construction Documents, Plans and Specifications
- C. Letting Services

Construction Services are not included in the Scope of Services. It is anticipated that City personnel will perform the majority of the construction review with some services to be separately contracted and provided by Confluence.

Corridor of Commerce
Downtown Streetscape Phase 10
Design Services Agreement
October 17, 2018
Page 2

Fees included in the proposed Agreement for the Scope of Services identified are proposed to be compensated on an hourly basis with a not-to-exceed cost of \$97,915.00. Reimbursable expenses identified in the Scope are included in the fee. The fee is based on a \$1,200,000.00 construction project. Construction Service fees are not included in the proposed Agreement but will be required at the time of construction.

The time of completion of the work included in the proposed Agreement is as follows:

Begin Design Development	November, 2018
Complete Design Development	January, 2019
Complete Construction Documents	March, 2019
Bid Letting	April, 2019
Start Construction	May, 2019

The F.Y. 18 – 19 Budget includes funding in the amount of \$76,000.00 to begin development of this project.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Accepting the Design Services Agreement with Confluence for the Downtown Streetscape Phase 10 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE DESIGN SERVICES AGREEMENT WITH CONFLUENCE FOR THE CORRIDOR OF COMMERCE DOWNTOWN STREETSCAPE PHASE 10 PROJECT.

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

WHEREAS, a Design Services Agreement for the development of the Corridor of Commerce Downtown Streetscape Phase 10 project has been prepared with Confluence; and,

WHEREAS, the City Council has determined that the Design Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Design Services Agreement with Confluence for the Corridor of Commerce Downtown Streetscape Phase 10 project is accepted, and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 22nd day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

DESIGN SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 2018, by and between the City of Carroll, a municipal corporation, hereinafter referred to as the City, and CONFLUENCE, of Des Moines, Iowa, hereinafter referred to as the Consultant.

WHEREAS, the City desires the services of a consulting firm to prepare final design work, construction plans, specifications, and bidding phase services for Phase-10 of the Corridor of Commerce Downtown Streetscape Project.

NOW THEREFORE, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. SCOPE OF SERVICES

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

PHASE-10 CORRIDOR OF COMMERCE DOWNTOWN STREETScape PROJECT

A. FINAL DESIGN DEVELOPMENT

The specific, detailed elements of W. 7th Street between West Street and Carroll Street, E. 7th Street between Main Street and Clark Street, Westgate Mall parking lot area and 4th Street parking lot bounded by W. 4th Street and Adams Street (see attached Exhibit 'B'), as established by the Corridor of Commerce Phases – 1, 2, 3, 4, 7, 8 and 9 Plans, will be further refined to facilitate preparation of the construction documents and more accurate cost opinions. Scope will also include renovation of existing curb ramps to conform to current ADA standards, replace composite detectable warning plates with cast iron per the City standard, and replace damaged concrete or pavers. A tabulation of curb ramps has been prepared by the City. Three technical review meetings with the City staff will be required during this process. CONFLUENCE will utilize JEO Engineering for survey preparation and as the lead electrical engineer and civil engineer. CONFLUENCE can also address the City Council with an update of the project toward the end of this stage, if needed. Phase 10 does not include the design or construction of work for Highway 30 roadway. The project area outlined above includes only the area from edge of new gutter to building face or City Right-of-Way, and includes a total of seven (7) block faces. No full street replacement is included in this project.

B. CONSTRUCTION DOCUMENTS, PLANS AND SPECIFICATIONS

Cover / Title Sheet

Prepare a cover plan sheet for the plan set. The cover sheet will be in a format suitable to the City and will include the following: project title, sheet index, city name, certifications, location map and legend.

Tabulation of Estimated Quantities and Construction Notes

Prepare a plan or plans indicating in tabular format the final bid items, quantity, size, etc. to be included in the project and a listing of key general construction notes.

Construction Staging, Sequencing and Traffic Control Plans

This item consists of design and drafting of a plan or plans indicating the recommended project staging and sequencing of construction. Minimizing disturbance to businesses and the general public will be a key element in generating these plans.

Demolition / Removal Plans

Prepare final plans showing existing project area conditions at a minimum scale of 1" = 40' and indicating by notes and symbols the items to be removed, salvaged and / or protected.

Layout Plan

Prepare final layout plans at a minimum scale of 1" = 40' indicating the proposed location to the nearest tenth of a foot of the proposed streetscape elements.

Grading Plan

Prepare final grading plans at a minimum scale of 1" = 40' indicating the proposed spot elevations to the nearest hundredth of a foot.

Construction Details

Prepare enlarged detail drawings in plan, cross section and / or isometric view to illustrate and explain the installation, fabrication and construction of the proposed elements.

Site Furnishing and Hardscape Plan

Prepare final plans at a minimum scale of 1" = 40' indicating the proposed location of site furnishings and hardscape elements.

Planting Plans

Prepare plans at a minimum scale of 1" = 40' illustrating the design and placement of new plantings with plant lists indicating plant species, size, quantity and root type.

Utility Plans and Details

This will consist of the design and preparation of plans and details for possible renovation of six storm sewer intakes that may be impacted by the project.

Electrical Plans and Details

This will consist of the design and preparation of plans and details for pedestrian and street lighting for the project area based on fixture types established in Phases 1 - 9, and exterior receptacles.

Project Manual

Prepare a Project Manual for the project including notice of hearing and bid advertisement, instructions to bidders, bid forms, bond forms, construction contract forms, general conditions of the construction contract, supplementary general conditions and detailed, special provisions. The City's standard format "front end" documents will be used. The City will provide a sample electronically in Microsoft Word.

Technical review meetings with City staff will be held during this process at the 50%, 95%, and 100% completion stages.

CONFLUENCE can, if needed, help facilitate a public review session of the 95% plan improvement package. This could be done as either a formal presentation or informally as a public "open house". CONFLUENCE will also continue to meet with and inform the Carroll Chamber of Commerce representatives as needed.

C. LETTING SERVICES

CONFLUENCE will bid the project in one letting. However, if schedule requires, the consultant can bid the project in multiple lettings with a maximum of two lettings.

Printing

CONFLUENCE will coordinate the printing and distribution of the construction drawings and project manual and these costs shall be borne by the City. A list of possible bidders will be provided to the City. CONFLUENCE will provide one complete mylar set of construction drawings of the bid package and one loose copy of the project manual for the City's records.

Notice of Project

CONFLUENCE will assist in the preparation of the advance notice to bidders and formal notices of hearing and letting. Publication costs shall be borne by the City. A list of possible bidders will be provided to the City.

Contractor Questions and Addenda

CONFLUENCE will be available to answer questions from contractors prior to the letting and shall prepare addenda as appropriate to interpret, clarify or expand the bidding documents.

Letting Bid Tabulation and Award Recommendation

CONFLUENCE will review and tabulate the bids for the City, advise the City on the responsiveness of the bidders and assist the City in making the decision for award of contract. After the award is made, CONFLUENCE will assist in assembling the contract documents for the project included herein.

D. PROJECT DELIVERABLES

Construction documents including electronic master drawing files and project manual.

Three (3) half-size plan sets, one (1) full size plan set and three (3) project manuals.

Final itemized Consultants opinions of construction costs for the project.

Project Meeting and Presentations consisting of the following:

- Three technical review meetings and one public review meeting during final design, consisting of four trips to Carroll.
- One public hearing meeting, consisting of one trip to Carroll.

II. FEES

Basic Services, as outlined in items I.A-D, shall be compensated on an hourly basis, not to exceed, Seventy Three Thousand Six Hundred Seventy Five Dollars (\$73,675.00). In addition, JEO will prepare a survey of the project area for a fixed fee of Ten Thousand Two Hundred Forty Dollars (\$10,240.00). Additional survey for non-compliant curb ramps could be performed for \$1,000 per intersection. Fourteen intersections are anticipated for a total of Fourteen Thousand Dollars (\$14,000.00). Total project billing will not exceed Ninety Seven Thousand Nine Hundred Fifteen Dollars (\$97,915.00), without prior authorization by the Owner. Reimbursable expenses as identified in the scope outlined are included in the fee and additional items will be billed as outlined on attached Exhibit A. Printing and distribution costs for bidding are excluded, and the City will pay those. This fee is based on a total construction budget of \$1,200,000.00. Consultant reserves the right to re-negotiate the contract if the construction budget increases by more than five percent (5%).

III. TIME OF COMPLETION

CONFLUENCE will work to meet the City's required schedule and prepare the work described herein per the following approximate timetable:

Begin Design Development	November 2018
Complete Design Development	January 2019
Complete Construction Documents	March 2019
Bid Letting	April 2019
Start Construction	June 2019

IV. EXCLUSIONS

- A. Architectural services.
- B. Construction observation.
- C. Waterline and sanitary sewer design.
- D. Permitting.
- E. Street Design, other than required for sidewalk.

V. GENERAL TERMS

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, nation origin, disability, age, marital status, sexual orientation or gender identity.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "hourly not to exceed" amount listed in Section III. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.

- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Part to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Carroll, Iowa.
- G. At the request of the City, the Consultant shall attend such meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.

Offered by:
Confluence

Accepted by:
City of Carroll



Jim Host, Associate

10/22/18
(date)

Eric P. Jensen, Mayor

10/22/18
(date)

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Confluence (hereinafter referred to as "Confluence") shall perform professional services as set forth in Confluence's proposal, the Client's acceptance thereof if accepted by Confluence, and these General Conditions. "Client" refers to the person or business entity ordering the professional services to be done by Confluence. The Client shall designate representatives who are authorized to make all decisions on the Client's behalf when requested to do so by Confluence. If the Client is ordering professional services on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said professional services. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the professional services ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of Confluence's work. Confluence shall have no duty or obligation to any third party greater than that set forth in Confluence's proposal, Client's acceptance thereof and these General Conditions. The ordering of professional services from Confluence shall constitute acceptance of the terms of Confluence's proposal and these General Conditions.

2. SCHEDULING OF WORK: Confluence will perform professional services with due and reasonable diligence consistent with sound professional practices. If Confluence is required to delay commencement of professional services or, upon embarking upon its professional services, Confluence is required to stop or interrupt the progress of its professional services as a result of changes in the scope of the professional services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Confluence, additional charges will be applicable and payable by Client.

3. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Confluence to perform professional services. Confluence shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its professional services or the use of its equipment; however, Confluence has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Confluence to restore the site to its former condition, upon written request Confluence will perform such additional professional services as is necessary to do so and Client agrees to pay Confluence the cost thereof.

4. CLIENTS DUTY TO NOTIFY LANDSCAPE ARCHITECT: Client represents and warrants that he has advised Confluence of any known or suspected hazardous materials, utility lines and pollutant at any site at which Confluence is to do professional services hereunder, and unless Confluence has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Confluence harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Confluence's performance of its professional services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Confluence by Client.

5. RESPONSIBILITY: Confluence's professional services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Confluence shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Confluence's professional services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Confluence has no right or duty to stop the contractor's work.

6. STANDARD OF CARE: Confluence's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, Confluence will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.

~~**7. TERMINATION OF LIABILITY:** Should Confluence or any of its professional employees be found to have been negligent in the performance of its professional services, or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming to have in any way relied upon the professional services agree that the maximum aggregate amount of the liability of Confluence, its officers, employees, agents, and sub-consultants shall be limited to \$ _____.~~
~~Initials: _____ CONFLUENCE _____ CLIENT _____~~

8. PRICING ESTIMATES: Neither Confluence nor Client has any control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Confluence cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the project. Confluence will cooperate and work closely with any cost consultant to help ensure that the project can be constructed within any appropriate budgetary constraints.

9. ADDITIONAL SERVICES: Client may request or it may become necessary for Confluence to perform Additional Services in order to further the objectives of the project. Whenever reasonably possible, Confluence will notify Client in advance of Confluence's intention to perform the particular Additional Service, and Client's failure to instruct Confluence not to perform the Additional Service shall be considered Client's acquiescence to the performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Confluence to perform after final payment has been made to the contractor(s) or more than sixty (60) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Confluence shall be entitled to rely on the accuracy of any drawings or other information supplied to it by Client, its employees, representatives or other consultants, and any services necessitated because of an error or omission in any drawing or other information supplied by Client, its employees, representatives or other consultants shall be an Additional Service. Additional Services shall be billed at Confluence's normal hourly

rates, and Client shall pay such charges above and beyond any charges for Basic Services set forth in the Proposal.

10. CONSTRUCTION ADMINISTRATION: Confluence shall have no responsibility for construction administration unless explicitly described in the Proposal. If construction observation services are performed, Confluence shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, for any defects, deficiencies or other acts or omissions of the contractor or any other persons performing any of the construction work or for the failure of any of them to carry out the work in accordance with the plans and specifications, and Confluence visits to the construction site shall be for the purpose of becoming generally familiar with the progress and the quality of the construction work and to determine in general if the work when completed will be in accordance with the plans and specifications, and Confluence is not authorized to stop the construction work or take any other action relating to job site safety. If Confluence reviews contractors' applications for payment, such reviews shall be made to the best of Confluence's knowledge, information and belief based on Confluence's limited observation of the construction work, and Confluence shall be entitled to rely on documentation submitted by the contractor(s) or others which is not inconsistent with Confluence's own observations. If the Client requests in writing that Confluence provide any specific construction phase services and if Confluence agrees in writing to provide such services, then Confluence shall be compensated for Additional Services.

11. CLAIMS: Client acknowledges that Confluence is a corporation and agrees to make any claim arising out of or relating to the project against Confluence only, and not against any of Confluence's directors, officers, employees or agents.

12. INSURANCE: Confluence shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, Confluence shall use its best efforts to obtain the additional insurance, but Client shall reimburse Confluence for any additional premium or other related costs that Confluence thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name Confluence as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and Confluence in language reasonably satisfactory to both Client and Confluence.

13. TERMINATION: Either party upon seven day's prior written notice may terminate this Agreement. In the event of termination, Confluence shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place Confluence's files in order and/or protect its professional reputation.

14. WITNESS FEES: Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Confluence's legal expenses, administrative costs and fees pursuant to Confluence's then current fee schedule for Confluence to respond to any subpoena.

15. PAYMENT: Client shall be invoiced as professional services are completed and reported at Confluence's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Confluence's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Confluence shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein Confluence waives any rights to a mechanics' lien, or any provision conditioning Confluence's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that Confluence shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Confluence from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

16. LATE PAYMENTS: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Confluence, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

18. INDEMNIFICATION: The Client shall indemnify and hold harmless Confluence and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Confluence), or anyone for whose acts any of them may be liable.

19. MISCELLANEOUS: To the extent within Client's control, Confluence shall have the right to take photographs, and make other reasonable promotional use of the project, and Confluence shall be given appropriate credit on all construction signs or other promotional materials concerning the project. Client may accept Confluence's Proposal either by signature, or oral assent, authorizing Confluence to commence providing professional services or making any payments to Confluence in consideration of professional services, and any of the above modes of acceptance shall be deemed to incorporate these Business Terms into the contract between the parties thereby formed.

20. OWNERSHIP OF DOCUMENTS: All documents produced by Confluence under this agreement shall remain the property of Confluence and may not be used by the Client for any other endeavor without written consent.

EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$160.00 - \$200.00 per hour
Principal.....	\$140.00 - \$185.00 per hour
Associate Principal	\$130.00 - \$160.00 per hour
Associate.....	\$110.00 - \$150.00 per hour
Senior Project Manager.....	\$100.00 - \$140.00 per hour
Project Manager.....	\$90.00 - \$110.00 per hour
Senior Landscape Architect	\$90.00 - \$110.00 per hour
Landscape Architect	\$80.00 - \$100.00 per hour
Senior Project Planner.....	\$90.00 - \$110.00 per hour
Planner II.....	\$80.00 - \$100.00 per hour
Planner I.....	\$70.00 - \$90.00 per hour
Landscape Architect-In-Training.....	\$70.00 - \$90.00 per hour
Landscape Architect Intern.....	\$60.00 - \$75.00 per hour
Draftsperson	\$50.00 - \$75.00 per hour
Graphic Designer	\$70.00 - \$90.00 per hour
Clerical / System Staff	\$42.00 - \$70.00 per hour

REIMBURSABLE EXPENSES

Filing Fees.....	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage	\$.535 per mile
Postage	1.15 x cost
Printing by Vendor.....	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Compact Discs	\$2.50 each
Booklet Binding (cover, coil, back).....	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2017



Title VI/Non-Discrimination Assurances

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.

Title VI/Non-Discrimination Assurances

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 *MJP-W*

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

DATE: October 17, 2018

SUBJECT: Corridor of Commerce
Downtown Streetscape Phase 11
Design Services Agreement

A proposed Design Services Agreement for the Corridor of Commerce Downtown Streetscape Phase 11 project has been prepared with Confluence. The proposed Agreement includes services necessary to develop the design for the following Phase 11 project:

<u>Location</u>	<u>From</u>	<u>To</u>
US 30	US 71	West Street
US 30	Clark Street	Grant Road

The proposed Agreement includes the following general Scope of Services. The Services are detailed in the proposed Agreement, a copy is attached.

- A. Final Design Development
- B. Construction Documents, Plans and Specifications
- C. Letting Services

Construction Services are not included in the Scope of Services. It is anticipated that City personnel will perform the majority of the construction review with some services to be separately contracted and provided by Confluence.

Corridor of Commerce
Downtown Streetscape Phase 11
Design Services Agreement
October 17, 2018
Page 2

Fees included in the proposed Agreement for the Scope of Services identified are proposed to be compensated on an hourly basis with a not-to-exceed cost of \$118,775.00. Reimbursable expenses identified in the Scope are included in the fee. The fee is based on a \$1,600,000.00 construction project. Construction Service fees are not included in the proposed Agreement but will be required at the time of construction.

The time of completion of the work included in the proposed Agreement is as follows:

Begin Design Development	March, 2019
Complete Design Development	June, 2019
Complete Construction Documents	December, 2019
Bid Letting	March, 2020
Start Construction	May, 2020

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Accepting the Design Services Agreement with Confluence for the Downtown Streetscape Phase 11 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE DESIGN SERVICES AGREEMENT WITH CONFLUENCE FOR THE CORRIDOR OF COMMERCE DOWNTOWN STREETSCAPE PHASE 11 PROJECT.

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

WHEREAS, a Design Services Agreement for the development of the Corridor of Commerce Downtown Streetscape Phase 11 project has been prepared with Confluence; and,

WHEREAS, the City Council has determined that the Design Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Design Services Agreement with Confluence for the Corridor of Commerce Downtown Streetscape Phase 11 project is accepted, and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 22nd day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

DESIGN SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 2018, by and between the City of Carroll, a municipal corporation, hereinafter referred to as the City, and CONFLUENCE, of Des Moines, Iowa, hereinafter referred to as the Consultant.

WHEREAS, the City desires the services of a consulting firm to prepare final design work, construction plans, specifications, and bidding phase services for Phase-11 of the Corridor of Commerce Downtown Streetscape Project.

NOW THEREFORE, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. SCOPE OF SERVICES

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

PHASE-11 CORRIDOR OF COMMERCE DOWNTOWN STREETScape PROJECT

A. FINAL DESIGN DEVELOPMENT

The specific, detailed elements of US 30 between US 71 and West Street, and US 30 between Clark Street and Grant (see attached Exhibit 'B'), as established by the Corridor of Commerce Phases 1-10 Plans, will be further refined to facilitate preparation of the construction documents and more accurate cost opinions. Three technical review meetings with the City staff will be required during this process. CONFLUENCE will utilize JEO Engineering for survey preparation and as the lead electrical engineer and civil engineer. CONFLUENCE can also address the City Council with an update of the project toward the end of this stage, if needed. Phase 11 does not include the design or construction of work for Highway 30 roadway. The project area outlined above includes only the area from edge of new gutter to building face or City Right-of-Way. No full street replacement is included in this project.

B. CONSTRUCTION DOCUMENTS, PLANS AND SPECIFICATIONS

Public Meeting

Prepare a preliminary layout plan sheet that is overlain on an aerial photo to be used to solicit resident and business owner input.

Cover / Title Sheet

Prepare a cover plan sheet for the plan set. The cover sheet will be in a format suitable to the City and will include the following: project title, sheet index, city name, certifications, location map and legend.

Tabulation of Estimated Quantities and Construction Notes

Prepare a plan or plans indicating in tabular format the final bid items, quantity, size, etc. to be included in the project and a listing of key general construction notes.

Construction Staging, Sequencing and Traffic Control Plans

This item consists of design and drafting of a plan or plans indicating the recommended project staging and sequencing of construction. Minimizing disturbance to businesses and the general public will be a key element in generating these plans.

Demolition / Removal Plans

Prepare final plans showing existing project area conditions at a minimum scale of 1" = 40' and indicating by notes and symbols the items to be removed, salvaged and / or protected.

Layout Plan

Prepare final layout plans at a minimum scale of 1" = 40' indicating the proposed location to the nearest tenth of a foot of the proposed streetscape elements.

Grading Plan

Prepare final grading plans at a minimum scale of 1" = 40' indicating the proposed spot elevations to the nearest hundredth of a foot.

Construction Details

Prepare enlarged detail drawings in plan, cross section and / or isometric view to illustrate and explain the installation, fabrication and construction of the proposed elements.

Site Furnishing and Hardscape Plan

Prepare final plans at a minimum scale of 1" = 40' indicating the proposed location of site furnishings and hardscape elements.

Planting Plans

Prepare plans at a minimum scale of 1" = 40' illustrating the design and placement of new plantings with plant lists indicating plant species, size, quantity and root type.

Utility Plans and Details

No utility design is anticipated for this phase, but adjustment of targeted storm sewer curb intakes may be necessary.

Electrical Plans and Details

This will consist of the design and preparation of plans and details for pedestrian and street lighting for the project area based on fixture types established in Phases 1 - 10, and exterior receptacles.

Project Manual

Prepare a Project Manual for the project including notice of hearing and bid advertisement, instructions to bidders, bid forms, bond forms, construction contract forms, general conditions of the construction contract, supplementary general conditions and detailed, special provisions. The City's standard format "front end" documents will be used. The City will provide a sample electronically in Microsoft Word.

Technical review meetings with City staff will be held during this process at the 50%, 95%, and 100% completion stages.

CONFLUENCE can, if needed, help facilitate a public review session of the 95% plan improvement package. This could be done as either a formal presentation or informally as a public "open house". CONFLUENCE will also continue to meet with and inform the Carroll Chamber of Commerce representatives as needed.

C. LETTING SERVICES

CONFLUENCE will bid the project in one letting. However, if schedule requires, the consultant can bid the project in multiple lettings with a maximum of two lettings.

Printing

CONFLUENCE will coordinate the printing and distribution of the construction drawings and project manual and these costs shall be borne by the City. A list of possible bidders will be provided to the City. CONFLUENCE will provide one complete mylar set of construction drawings of the bid package and one loose copy of the project manual for the City's records.

Notice of Project

CONFLUENCE will assist in the preparation of the advance notice to bidders and formal notices of hearing and letting. Publication costs shall be borne by the City. A list of possible bidders will be provided to the City.

Contractor Questions and Addenda

CONFLUENCE will be available to answer questions from contractors prior to the letting and shall prepare addenda as appropriate to interpret, clarify or expand the bidding documents. CONFLUENCE will facilitate a pre-bid meeting in Carroll for the Project.

Letting Bid Tabulation and Award Recommendation

CONFLUENCE will review and tabulate the bids for the City, advise the City on the responsiveness of the bidders and assist the City in making the decision for award of contract. After the award is made, CONFLUENCE will assist in assembling the contract documents for the project included herein.

D. PROJECT DELIVERABLES

Preliminary layout plan overlain on aerial photo for resident / business owner meeting and input.

Construction documents including electronic master drawing files and project manual.

Three (3) half-size plan sets, one (1) full size plan set and three (3) project manuals.

Final itemized Consultants opinions of construction costs for the project.

Project Meeting and Presentations consisting of the following:

- Three technical review meetings and one public review meeting during final design, consisting of four trips to Carroll.
- One public hearing meeting, consisting of one trip to Carroll.

II. FEES

Basic Services, as outlined in items I.A-D, shall be compensated on an hourly basis, not to exceed, One Hundred Four Thousand Seven Hundred Thirty Five Dollars (\$104,735.00). In addition, JEO will prepare a survey of the project area for a fixed fee of Fourteen Thousand Forty Dollars (\$14,040.00). Total project billing will not exceed One Hundred Eighteen Thousand Seven Hundred Seventy Five Dollars (\$118,775.00), without prior authorization by the Owner. Reimbursable expenses as identified in the scope outlined are included in the fee and additional items will be billed as outlined on attached Exhibit A. Printing and distribution costs for bidding are excluded, and the City will pay those. This fee is based on a total construction budget of \$1,600,000.00. Consultant reserves the right to re-negotiate the contract if the construction budget increases by more than five percent (5%).

III. TIME OF COMPLETION

CONFLUENCE will work to meet the City's required schedule and prepare the work described herein per the following approximate timetable:

Begin Design Development	March 2019
Complete Design Development	June 2019
Complete Construction Documents	December 2019
Bid Letting	March 2020
Start Construction	May 2020

IV. EXCLUSIONS

- A. Architectural services.
- B. Construction observation.
- C. Waterline and sanitary sewer design.
- D. Permitting.
- E. Street Design, other than required for sidewalk.

V. GENERAL TERMS

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, nation origin, disability, age, marital status, sexual orientation or gender identity.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "hourly not to exceed" amount listed in Section III. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.

- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Part to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Carroll, Iowa.
- G. At the request of the City, the Consultant shall attend such meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.

Offered by:
Confluence

Accepted by:
City of Carroll


Jim Host, Associate

10/22/18
(date)

10/22/18
Eric P. Jensen, Mayor (date)

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Confluence (hereinafter referred to as "Confluence") shall perform professional services as set forth in Confluence's proposal, the Client's acceptance thereof if accepted by Confluence, and these General Conditions. "Client" refers to the person or business entity ordering the professional services to be done by Confluence. The Client shall designate representatives who are authorized to make all decisions on the Client's behalf when requested to do so by Confluence. If the Client is ordering professional services on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said professional services. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the professional services ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of Confluence's work. Confluence shall have no duty or obligation to any third party greater than that set forth in Confluence's proposal, Client's acceptance thereof and these General Conditions. The ordering of professional services from Confluence shall constitute acceptance of the terms of Confluence's proposal and these General Conditions.

2. SCHEDULING OF WORK: Confluence will perform professional services with due and reasonable diligence consistent with sound professional practices. If Confluence is required to delay commencement of professional services or if, upon embarking upon its professional services, Confluence is required to stop or interrupt the progress of its professional services as a result of changes in the scope of the professional services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Confluence, additional charges will be applicable and payable by Client.

3. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Confluence to perform professional services. Confluence shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its professional services or the use of its equipment; however, Confluence has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Confluence to restore the site to its former condition, upon written request Confluence will perform such additional professional services as is necessary to do so and Client agrees to pay Confluence the cost thereof.

4. CLIENTS DUTY TO NOTIFY LANDSCAPE ARCHITECT: Client represents and warrants that he has advised Confluence of any known or suspected hazardous materials, utility lines and pollutant at any site at which Confluence is to do professional services hereunder, and unless Confluence has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Confluence harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Confluence's performance of its professional services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Confluence by Client.

5. RESPONSIBILITY: Confluence's professional services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Confluence shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Confluence's professional services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Confluence has no right or duty to stop the contractor's work.

6. STANDARD OF CARE: Confluence's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, Confluence will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.

~~**7. LIMITATION OF LIABILITY:** Should Confluence or any of its professional employees be found to have been negligent in the performance of its professional services, or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming to have in any way relied upon Confluence's professional services agree that the maximum aggregate amount of the liability of Confluence, its officers, employees, agents, and sub-consultants shall be limited to \$ _____.~~
~~Initial _____ CONFLUENCE _____ CLIENT _____~~

8. PRICING ESTIMATES: Neither Confluence nor Client has any control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Confluence cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the project. Confluence will cooperate and work closely with any cost consultant to help ensure that the project can be constructed within any appropriate budgetary constraints.

9. ADDITIONAL SERVICES: Client may request or it may become necessary for Confluence to perform Additional Services in order to further the objectives of the project. Whenever reasonably possible, Confluence will notify Client in advance of Confluence's intention to perform the particular Additional Service, and Client's failure to instruct Confluence not to perform the Additional Service shall be considered Client's acquiescence to the performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Confluence to perform after final payment has been made to the contractor(s) or more than sixty (60) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Confluence shall be entitled to rely on the accuracy of any drawings or other information supplied to it by Client, its employees, representatives or other consultants, and any services necessitated because of an error or omission in any drawing or other information supplied by Client, its employees, representatives or other consultants shall be an Additional Service. Additional Services shall be billed at Confluence's normal hourly

rates, and Client shall pay such charges above and beyond any charges for Basic Services set forth in the Proposal.

10. CONSTRUCTION ADMINISTRATION: Confluence shall have no responsibility for construction administration unless explicitly described in the Proposal. If construction observation services are performed, Confluence shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, for any defects, deficiencies or other acts or omissions of the contractor or any other persons performing any of the construction work or for the failure of any of them to carry out the work in accordance with the plans and specifications, and Confluence visits to the construction site shall be for the purpose of becoming generally familiar with the progress and the quality of the construction work and to determine in general if the work when completed will be in accordance with the plans and specifications, and Confluence is not authorized to stop the construction work or take any other action relating to job site safety. If Confluence reviews contractors' applications for payment, such reviews shall be made to the best of Confluence's knowledge, information and belief based on Confluence's limited observation of the construction work, and Confluence shall be entitled to rely on documentation submitted by the contractor(s) or others which is not inconsistent with Confluence's own observations. If the Client requests in writing that Confluence provide any specific construction phase services and if Confluence agrees in writing to provide such services, then Confluence shall be compensated for Additional Services.

11. CLAIMS: Client acknowledges that Confluence is a corporation and agrees to make any claim arising out of or relating to the project against Confluence only, and not against any of Confluence's directors, officers, employees or agents.

12. INSURANCE: Confluence shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, Confluence shall use its best efforts to obtain the additional insurance, but Client shall reimburse Confluence for any additional premium or other related costs that Confluence thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name Confluence as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and Confluence in language reasonably satisfactory to both Client and Confluence.

13. TERMINATION: Either party upon seven day's prior written notice may terminate this Agreement. In the event of termination, Confluence shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place Confluence's files in order and/or protect its professional reputation.

14. WITNESS FEES: Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Confluence's legal expenses, administrative costs and fees pursuant to Confluence's then current fee schedule for Confluence to respond to any subpoena.

15. PAYMENT: Client shall be invoiced as professional services are completed and reported at Confluence's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Confluence's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Confluence shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein Confluence waives any rights to a mechanics' lien, or any provision conditioning Confluence's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that Confluence shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Confluence from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

16. LATE PAYMENTS: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Confluence, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

18. INDEMNIFICATION: The Client shall indemnify and hold harmless Confluence and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Confluence), or anyone for whose acts any of them may be liable.

19. MISCELLANEOUS: To the extent within Client's control, Confluence shall have the right to take photographs, and make other reasonable promotional use of the project, and Confluence shall be given appropriate credit on all construction signs or other promotional materials concerning the project. Client may accept Confluence's Proposal either by signature, or oral assent, authorizing Confluence to commence providing professional services or making any payments to Confluence in consideration of professional services, and any of the above modes of acceptance shall be deemed to incorporate these Business Terms into the contract between the parties thereby formed.

20. OWNERSHIP OF DOCUMENTS: All documents produced by Confluence under this agreement shall remain the property of Confluence and may not be used by the Client for any other endeavor without written consent.

EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$160.00 - \$200.00 per hour
Principal	\$140.00 - \$185.00 per hour
Associate Principal	\$130.00 - \$160.00 per hour
Associate	\$110.00 - \$150.00 per hour
Senior Project Manager	\$100.00 - \$140.00 per hour
Project Manager	\$90.00 - \$110.00 per hour
Senior Landscape Architect	\$90.00 - \$110.00 per hour
Landscape Architect	\$80.00 - \$100.00 per hour
Senior Project Planner	\$90.00 - \$110.00 per hour
Planner II	\$80.00 - \$100.00 per hour
Planner I	\$70.00 - \$90.00 per hour
Landscape Architect-In-Training	\$70.00 - \$90.00 per hour
Landscape Architect Intern	\$60.00 - \$75.00 per hour
Draftsperson	\$50.00 - \$75.00 per hour
Graphic Designer	\$70.00 - \$90.00 per hour
Clerical / System Staff	\$42.00 - \$70.00 per hour

REIMBURSABLE EXPENSES

Filing Fees	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.535 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Compact Discs	\$2.50 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service	\$35.00 Each



EXHIBIT B
CARROLL CORRIDOR OF COMMERCE PHASE 11
CARROLL, IOWA

Title VI/Non-Discrimination Assurances

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.

Title VI/Non-Discrimination Assurances

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: Honorable Mayor and Members of the City Council

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

DATE: October 17, 2018

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **October 15, 2018**
2. Board of Adjustment (meets 1st Monday of month) –
3. Planning and Zoning Commission (meets 2nd Wednesday of month) – **October 10, 2018**
4. Carroll Airport Commission (meets 2nd Monday of month) – **October 8, 2018**
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) –
7. Historical Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Library Board Minutes

October 15, 2018

The Carroll Board of Trustees met in the Region XII Training Room. Trustees present were: Jacob Fiscus, Tom Louis, Summer Parrott, Sondra Rierson, Carol Shields, Paul Reicks, Ralph Von Qualen, Janet Auge and Director Rachel Van Erdewyk. Trustees absent were Kyle Ulveling. Also present was City Manager Mike Pogge-Weaver.

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

Director's report for August and September: Children's programming is continuing with Rookie Readers, Diane's Read-Aloud, Pet Readers and various outreach programs. The summer reading program had 1,423 registered and 549 completing the program. The prizes for the All Stars, Hall of Fame, high school & adult programs were changed by having prize baskets where they put in their name after every 500 pages read with 2,500 pages being the ultimate goal to receive a yard sign. Auge mentioned at this time about the possibility of forming a committee to make suggestions on how to make it more fair for the younger kids to receive prizes since the 500 page threshold was difficult for them to attain. The Adult and Teen Programs were well received. Tim Tracy's music history program had 46 attendants. Tim also wrote a song for the library-Libraries Rock! 49 participants attended Clair Snyder's woodcarvings of birds in conjunction with Matt Wetrich's (Carroll County Conservation Naturalist) talk on what makes birds so fascinating to watch and how to identify them. Library usage was down, of course, due to the move to the temporary location. However, people have commented on how nice the temporary location is. Van Erdewyk mentioned that she attended the ILA conference and learned from PC Sweeney's program "Every Library" to advocate for funding suggestions and how to garner support for the library and changing advocacy into action.

Old business: Trustee Kyle Ulveling arrived at 5:47. Discussion on the Library/City Hall project.

New business: Action item – Complete Priority 2 of the ADA checklist – this was completed in the temporary space. Minor items were noted – no braille signs or door signs and no automatic push door. Trustee Parrott left the meeting at 5:50. Auge made a motion to approve the completion of Priority 2 of the ADA checklist, seconded by Reicks. All voted aye. Absent: Parrott.

It was moved by Louis and seconded by VonQualen to adjourn at 5:55. All voted aye. The next regular meeting will be in the Region XII Training Room on November 19, 2018.

PLANNING AND ZONING COMMISSION
MINUTES OF OCTOBER 10, 2018

The Carroll Planning and Zoning Commission met in regular session on October 10, 2018, 5:15 PM, in the Farner Government Building, Mayor's Office. Present: John Horbach, Ron Juergens, Jean Ludwig, Pat Macke, Katie McQueen, Jayne Pietig and Pat Venteicher. Absent: Pat Macke and Dan Messerich. Also present: Mike Pogge-Weaver, David Bruner, City Attorney and Greg Schreck, Building/Fire Safety Official. Vice Commissioner Pat Venteicher presided.

* * * * *

MOTION by Juergens, second by Horbach, to approve the minutes of the August 8, 2018 as mailed. All present voted aye. Absent: Mack and Messerich. Motion carried.

* * * * *

A preliminary plat for Korwes Family Second Subdivision was submitted for review of the Commission. No one present supported or opposed the request. MOTION by Juergens, second by Horbach to recommend to City Council approval of the preliminary plat as presented. All present voted aye. Absent: Macke and Messerich. Motion carried.

* * * * *

A final plat for Korwes Family Second Subdivision was submitted for review of the Commission. No one present supported or opposed the request. MOTION by Juergens, second by McQueen to recommend to City Council approval of the final plat as presented. All present voted aye. Absent: Macke and Messerich. Motion carried.

* * * * *

MOTION by Juergens, second by McQueen, to adjourn at 5:18 PM. All present voted Aye. Absent: Mack and Messerich. Motion carried.

Pat Venteicher, Vice Chairperson

Michel J. Pogge-Weaver, City Manager

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, October 8, 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 Mr. Pete Crawford and Mr. Jay Pudenz, engineers, Don Mensen, airport manager 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. Fulton and seconded by Comm. Siemann was made to approve the minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

TALL STRUCTURE ISSUE

Comm. Siemann reported on the legal status of the tall structure proceedings. It is in the Iowa Court of Appeals waiting for a decision if the Iowa Supreme Court will hear this case.

AIRPORT SIGN

Comm. Vincent has been working with I Saw the Sign company in Carroll to work out the final details. Comm. Vincent had a drawing with dimensions and art work of the sign. It was the consensus of the Commission the wording on the sign should read:

ARTHUR N. NEU

AIRPORT

Carroll, Iowa

The I Saw the Sign company had an estimate of the cost but the Commission wanted a firm bid on the project before the order is placed for the lettering and frame work.

ENTRANCE DRIVE PROJECT

Mr. Crawford had the close out papers for the entrance drive project. There was a \$4,780.50 reduction on the project cost and a motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the change order.

Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. A motion by Comm. Wittrock and seconded by Comm. Siemann was made to accept the work for the entrance drive project. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Mr. Crawford approved pay request #4 and the final payment to Wicks Construction for the entrance drive project. A motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the final payment of \$14,375.04. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Mr. Crawford will submit the close out papers to the FAA.

AIRPORT RENTAL CAR

The airport rental car agreement is due and the cost will be the same as the previous agreement which is \$375.00 a month from Wittrock Motor. Comm. Siemann will check with the City to see if there needs to be other bids.

BILLS

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

Carroll Aviation	contract	\$ 6,600.00
Neu, Minnich, Comita, Halbur, Neu & Badding	Danner legal fees	175.00
Westmore Fluid Solutions	fuel delivery system repair	521.98
Murray's Welding	hanger door repair	537.00
Echo Group Inc.	bulbs	31.50
Rueter's	Kubota repair	106.94
Feld Fire	recharge ext	190.00
R&R Septic Systems	septic repairs	310.00
Schroeder's	siding repair	75.00
Wittrock Motor	Sept car rental	375.00
Syntech	postage/repair ret'd	51.00
Raccoon Valley Elec	Sept electric service	958.30
Bomgaars	rodent control/chem	483.88
Ecowater	cooler rent/water	117.42
Jet's Outdoor Power	cart rental/ Flight Breakfast	300.00
Carroll Refuse	Sept garbage	57.00
Nutriebn Ag Soltions	grass seed	440.00
McClure Engineering	close out papers/ entrance drive	pgt 2,654.70

October 8, 2018

Page 3

Wicks Construction	final payment/ entrance drive pgt	14,375.04
Carol Schoeppner	secretary contract	350.00

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

Mr. Crawford announced that McClure Engineering will close the Red Oak office.

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 7:03 P.M..

The next regular meeting of the Carroll Airport Commission will be November 12, 2018, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, November 12, 2018

5:30 P.M.

Arthur Neu Airport

Agenda

Approve minutes from previous meeting

Tall Structure Issue

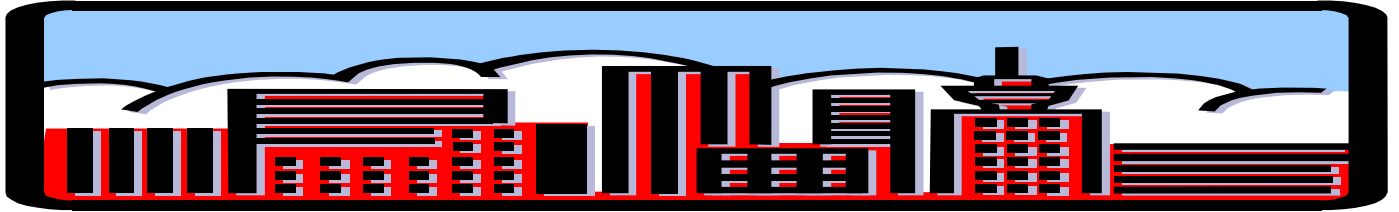
CIP Application

Airport Sign

Airport Car

New Business

Approve monthly bills



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

September 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 office document purging
- Reviewed FY 17/18 audit report draft
- Prepared and filed FY 17/18 Road Use Tax Report – due September 30
- Worked with legal/bond counsel on Library/City Hall petition for injunction relief
- Moved City offices and set up at temporary location at 510 N Carroll St, Suite 2
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting – September 20
 - Wellness Meeting with Benefit Source – September 26

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Draft financial policies
- Organizing permanent retention files at new city hall office basement
- Discussions with PFM on upcoming debt issuance
- City Hall/PD phone/voicemail issues
- Prepare FY 19/20 budget information for staff
- Prepare FY 17/18 audit MD&A
- Continue to promote wellness program with employees
 - Wellness Coalition Meeting – October 18
 - Wellness Meeting with Benefit Source – October 31

Accomplishments of particular note:

- 309 utility bills and statements were emailed in September 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 September.

Firefighters continued training in basic dry hydrant water supply operations. The Department currently maintains two dry hydrants located outside the city limits but within our fire protection district. One hydrant is located at the gravel pit, ¼ of a mile east of Olympic Avenue, on 240th Street. The second one is located near the fish house at Swan Lake. These dry hydrants were installed by Department members approximately 10 years ago as a secondary water supply for rural fires occurring in proximity of their location. A dry hydrant provides water by utilizing a pumper truck drafting or pulling water from the source to the truck pump and discharging or filling tanker trucks for rural fire water supply.

Several members of the Department attended the Carroll County Firefighters Association meeting at the Manning Fire Station September 17th. The Region V Hazardous Materials Unit of the Fort Dodge Fire Department provided required refresher training for attendees.

Run Report for September:

Alarm Date	Alarm Location	Incident Type
09/01/2018	17995 Iris Ave (Maple River)	Tree in power line fire
09/01/2018	1749 Salinger Ave	Alarm malfunction
09/19/2018	526 E 18 th St	Alarm malfunction
09/12/2018	E 2 nd & N Clark	Vehicle collision
09/24/2018	313 W 11 th St	Reported smoke odor – nothing found

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

DARE began this month at the Carroll Middle School. The program will run the first semester of school and then be at Kuemper Middle School the second semester. Sergeant Bellinghausen teaches to the entire 6th grade one day and the 8th grade on a separate day.

The police department participated in the National Guard 5K on the 15th. The event was used as a recruiting tool for the National Guard while also displaying first responders from the area. The Fire Department, Carroll County Sheriff and Carroll County Ambulance also assisted in the event.

Sergeant Bellinghausen and Officer Ferrin participated in the Senior Day event on the 19th at the Carroll Recreation Center. K9 Eudoris was on display and did a small demo for the audience.

Officers Ethan Kathol and Tony Amdor took part in active shooter interdiction training at Camp Dodge on the 24th and 25th. This training certified them as instructors on training officers how to respond to and stop an active shooter event.

Kuemper homecoming and Carroll Chamber of Commerce Band Day parades were on the 28th and 29th.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

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

Cruelty to Animal			
Found Person			
Found Animal			
Found Property		2	4
Mental Case			
Unattended Death			2
Suicide			
Home Accident			
Animal Bite			
Dispose of Animal			
Warrant Outside	3	6	3
Restraining Order	4		
1050F Traffic Accident			
10-50 PI Personal Injury			1
10-50 PI MV Pedestrian			
10-50 PI Car & Bike			
10-50 PD Prop.	10	17	12
10-50 Car & Deer			
1050 PD: Hit and Run	1		1
1050 PD: City Vehicle			
1050 PD: Police Vehicle			
10-50 PD Under 1500	1	7	5
Assist Other Agency			
Moving Violations			1
Op After Revocation	1	4	1
Operate After Suspen	13	7	4
Miscellaneous Public	3	5	1
Total	86	111	99

09/01/2018 thru 09/30/2018

Citations	
Animal	0
Dark Windows	0
License Violation	17
Other	1
Violation (Parking)	4
Registration	9
Seatbelt	16
Tobacco	1
Traffic	50
Warning Notices	229
Loud Stereo	0
TOTAL	327

09/01/2018 thru 09/30/2018

Salvage Vehicle
Inspections: 8

Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - September 2018

Class	Permit Type	Date Issued	Valuation	Permit #	Fee
<i>Agricultural</i>					
	Building	NONE			\$0.00
Agricultural Building Valuation Total:			\$0.00	Agricultural Building Fee Total: \$0.00	
Agricultural Valuation Total:			\$0.00	Agricultural Fee Total: \$0.00	
<i>Commercial</i>					
	Building				
		09/21/2018	\$868,000.00	180308	\$2,361.00
		09/21/2018	\$330,000.00	180311	\$1,016.00
		09/21/2018	\$300,000.00	180312	\$983.00
		09/28/2018	\$350,000.00	180313	\$1,108.00
Commercial Building Valuation Total:			\$1,848,000.00	Commercial Building Fee Total: \$5,468.00	
	Electrical				
		09/21/2018		180309	\$27.63
					Commercial Electrical Fee Total: \$27.63
	Mechanical				
		NONE			\$0.00
					Commercial Mechanical Fee Total: \$0.00
	Plumbing				
		NONE			\$0.00
					Commercial Plumbing Fee Total: \$0.00
	Right of Way				
		09/17/2018		180305	\$45.00
		09/21/2018		180307	\$25.00
					Commercial Right of Way Fee Total: \$70.00
	Sign				
		09/17/2018		180298	\$5.00
					Commercial Sign Fee Total: \$5.00
Commercial Valuation Total:			\$1,848,000.00	Commercial Fee Total: \$5,570.63	

Residential					
Building					
	09/17/2018	\$7,440.00		180297	\$66.00
	09/17/2018	\$80,000.00		180300	\$378.40
	09/28/2018	\$30,000.00		180314	\$194.50
	09/28/2018	\$43,000.00		180315	\$253.00
	09/28/2018	\$1,000.00		180316	\$22.00
Residential Building Valuation Total:		\$161,440.00	Residential Building Fee Total:		\$913.90
Electrical					
	09/17/2018			180299	\$50.13
	09/21/2018			180310	\$62.00
			Residential Electrical Fee Total:		\$112.13
Mechanical					
	NONE				\$0.00
			Residential Mechanical Fee Total:		\$0.00
Plumbing					
	NONE				\$0.00
			Residential Plumbing Fee Total:		\$0.00
Right of Way					
	09/17/2018			180296	\$25.00
	09/17/2018			180301	\$25.00
	09/17/2018			180302	\$25.00
	09/17/2018			180304	\$25.00
	09/21/2018			180306	\$25.00
	09/28/2018			180317	\$25.00
			Residential Right of Way Fee Total:		\$150.00
Sign					
	NONE				\$0.00
			Residential Sign Fee Total:		\$0.00
Residential Valuation Total:		\$161,440.00	Residential Fee Total:		\$1,176.03
Valuation Grand Total:		\$2,009,440.00	Fee Grand Total:		\$6,746.66

Permits - YTD - through September 2018

Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$113,800.00		\$0.00
	Agricultural Valuation Total:	\$113,800.00	Agricultural Fee Total:	\$0.00
<i>Commercial</i>				
	Building	\$2,954,600.00		\$9,770.50
	Electrical			\$1,576.93
	Mechanical			\$188.35
	Plumbing			\$841.50
	Right of Way			\$715.50
	Sign			\$255.00
	Commercial Valuation Total:	\$2,954,600.00	Commercial Fee Total:	\$13,347.78
<i>Residential</i>				
	Building	\$6,343,741.37		\$21,270.67
	Electrical			\$2,820.60
	Mechanical			\$1,086.19
	Plumbing			\$1,535.00
	Right of Way			\$2,545.00
	Sign			
	Residential Valuation Total:	\$6,343,741.37	Residential Fee Total:	\$29,257.46
Valuation Grand Total:		\$9,412,141.37	Fee Grand Total: \$42,605.24	

Public Works

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

Routine Activities for the month:

Division: Streets: Tom Weber, Street Superintendent

- Excavated five graves for Cemetery.
- Placed 67 cubic yards of concrete for street repairs and ROW permits.
- Maintained signs and signals.
- Painted traffic markings after Streetscape sections were completed.
- Swept streets.
- Cleaned storm drains.
- Bladed gravel roads.
- Division Safety Meeting: Digging Safely; September 11, 2018.

Division: Water: Terry Kluver, Water Superintendent

- Water production:
 - Monthly Total: 33.691 million gallons
 - Daily Average: 1.123 million gallons
 - Daily Maximum: 1.487 million gallons
- Completed 166 Iowa One Call locate requests.
- Meter Department
 - 125 service orders.
 - 4 delinquents.
 - 3 rereads.
 - 1 stuck meters.
- Division Safety Meeting: Inspected high-visibility garments and replaced worn or dirty ones so as to preclude their function as high-visibility clothing.

Division: Sean Kleespies: Wastewater Superintendent

- Wastewater treatment:
 - Monthly Total: 74.975 million gallons
 - Daily Average: 2.499 million gallons
 - Daily Maximum: 5.455 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: “Slips, Trips, and Falls”, September 19, 2018.

Special Activities/Accomplishments of particular note:

Division: Streets: Tom Weber, Street Superintendent

- Assisted Water Division with installation of a new fire hydrant; September 6, 2018.
- Cleaned up a fallen tree behind 520 S. Clark Street.
- Sprayed for mosquitoes; September 13 and September 26, 2018.
- Assisted, as needed, with Library move to temporary location; September 14-21, 2018.
- Assisted Water Division with a watermain repair at 15th Street and N. West Street; September 20, 2018.

Division: Water: Terry Kluver, Water Superintendent

- Installed replacement fire hydrant and valve at Adams Street and 9th Street.
- Repaired watermain break at N. West Street and 15th Street.
- Installed replacement fire hydrant and valve at Main Street and 13th Street.

Division: Sean Kleespies: Wastewater Superintendent

- Repaired sanitary sewer on 10th Street between Quint Avenue and Salinger Avenue.
- Routine maintenance on VLR surface aeration.
- Routine maintenance on all rooftop ventilation units.
- Routine maintenance on all VLR valves.
- No sanitary sewer backups for the month.
- Routine maintenance on sanitary sewer system by jet/vac.

Activities planned for next month and other comments:

Division: Streets: Tom Weber, Street Superintendent

- Street repairs; ROW permits.
- Put on snow plow hitches.
- Maintain signs and signals.
- Blade alleys and gravel roads, as needed.
- Sweep leaves.

Division: Water: Terry Kluver, Water Superintendent

- Conduct class tour at the Water Treatment Plant for DMACC.
- Install replacement fire hydrant and valve at Bluff Street and Carroll Street.
- Department of Natural Resources to conduct a sanitary survey.
- Install replacement fire hydrant and valve at N. West Street and 1st Street.

Division: Sean Kleespies: Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Perform preventative maintenance on equipment.
- Jet/Vac sanitary sewers.
- CCTV sanitary sewer.

CAPITAL PROJECT STATUS SUMMARY – 10-12-18

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.	\$65,765.00				10-14-18	
Streambed Stabilization		FY 17	FY16	\$385,000	2018							
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
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	
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.	\$412,500.00	04-14-14	\$351,402.82			Design & Construction
						Dixon Const. Co.	\$1,449,835.78	04-02-18	\$979,551.05		118 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	\$143,765.45			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
Downtown Streetscape Phase 9	2017 On-going	FY18	FY18	\$1,340,500	2018	Confluence	\$109,101.00	10-23-17	\$96,718.35	18%	05-18	
						Badding Constr. Co.	\$1,707,342.05	05-29-18	\$701,579.90		11-16-18	
Well and Transmission Main	2014	FY 16	FY16			JEO Consulting Group, Inc.	\$324,000.00	07-28-14	\$327,680.61			Contract Completion 11-30-15
Transmission Main – Group A	2014	FY 16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95	95%		
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
Wastewater Treatment Plant Disinfection Improvements	2017	FY18	FY18	\$1,000,000	2020	Veenstra & Kimm, Inc.	\$73,500		\$2,703.44			
Wastewater Treatment Plant Sludge Handling			FY19	\$330,000		Veenstra & Kimm, Inc.	\$18,800		\$10,624.25			
Street Resurfacing 2019	On-going	FY 19	FY 19	\$700,000	2019	JEO Consulting Group, Inc.	\$88,100.00 + Hourly	10-08-18			2019	Design Const. Service

Parks and Recreation

As reported by Jack Wardell, Parks and Recreation Director

Routine Activities for the month:

Golf: Scott Haakenson, Golf Superintendent

- Mowed Greens 19 times
- Mowed Tees 9 times
- Mowed Fairways 9 times
- Mowed Collars 9 times
- Rolled Greens 4 times
- Mowed Rough as needed
- Serviced mowers as needed
- Picked up sticks as needed
- Sprayed greens and tees as needed
- Cut cups 7 times

Aquatic Center/Recreation Center: Jessi Harmon, Aquatic & Fitness Specialist

- Lifeguard In-Service 9-16 @ 5:00 pm
- Water Test
- Lifeguard and CRO scheduling
- Fitness Class Schedules

Recreation Center: Joel Cortum, Program Specialist

- Fall Sport Supervision
- Parent / Coach communication
- Scheduling
- Weather Cancellations, make-up dates
- Team conflicts

Special Activities/Accomplishments of particular note:

Golf: Scott Haakenson, Golf Superintendent

- Aerified par 3 tees
- Deep tine aerified greens
- Replaced bad breaker in pumphouse
- Received new fairway mower

Aquatic Center/Recreation Center: Jessi Harmon, Aquatic & Fitness Specialist

- IPRA 9/11
- Iowa West Swim Conference Meeting
- Lifeguard Class
- Fitter and Faster Clinic
- Elderidge Event
- New Fitness Class- Vinyasa Yoga(set up/ meetings)
- Fall swim Lessons(Set up)

Recreation Center: Joel Cortum, Program Specialist

- First meeting for Carroll County Leadership Institute
- IPRA 9/11
- Elderidge Event

Activities planned for next month and other comments:

Golf: Scott Haakenson, Golf Superintendent

- Spray herbicide on whole course
- Fertilize Tees and fairways
- Routine mowing
- Start mulching leaves

Aquatic Center/Recreation Center: Jessi Harmon, Aquatic & Fitness Specialist

- Halloween Bash
- Vinyasa Yoga
- Fall swim lessons
- Meetings: Romp and Read
- jingle Bell Run
- Breakfast with Santa
- Mobile Museum
- Red Cross and IPRA Aquatics Group
- Classes taken: Serve Safe

Recreation Center: Joel Cortum, Program Specialist

- Fall Sports Tailgate (Oct. 6)
- Halloween Bash
- Meetings: Jingle Bell Run
- Breakfast with Santa and Mobile Museum



Director's Report August 2018

As reported by Rachel Van Erdewyk, Library Director

Tech Help Friday	36	Total Print Circulation:	10,202
Children's Library Programs	308	BRIDGES Circulation:	914
Children's Program Outreach	115	Consumer Reports:	lost data
Summer Storytimes	192	Public Computer Use:	668
Diane's Read Aloud	120	Wi-Fi Use:	43
Crafty Library Ladies	56	Website Visits	3,341
Poetry Group	11	Gale Databases:	13
20 th Century Pop Program	46	Global Road Warrior Page Views:	1
Teen Programs	7	Learning Express Resources:	112
Yu-Gi-Oh Club	16	Freegal Music Downloads:	392
		Transparent Language:	42
		Chilton Auto Manual	0
		ABC Mouse Sessions:	241
		Zinio Digital Magazine Circulation:	29
		Daily Times Herald Page Views:	4,476
		Lynda.com	0
Total Program Attendance	907		
Monthly Door Count	7,400	Total Resources Utilized	20,474

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 had some lower attendance numbers this month due to Diane being on vacation.

- 2) **Summer Reading Program:** Summer Reading finished up this month on August 11 with a total of 1,423 registered and 549 completing the program. We changed up the All Stars, grades 5-8, and the Hall of Fame, high school and adults, program this year by having prize baskets to put their name in after every 500 pages they read. 2,500 pages was the ultimate goal to receive their yard sign. We encouraged participants to continuing reading after reaching 2,500 pages by allowing them to still put their name in for the prize baskets. Winners of the Summer Reading prizes included: Harrison Krieger, Olivia Lechtenberg, Moyer Olberding, Caitlin Yetmar, Aeri Kral, Christian West, Natalie Wernimont, Catherine Conner, Elias Messer, Esme Wood, Sharon Kasperbauer, and Autumn Strasser.

- 3) **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. The library hosted Tim Tracy, music historian and children's librarian Miss Diane's husband. He took library patrons time traveling to learn the stories of songs and artists of 20th century pop songs. These songs brought back a lot of nostalgia for patrons and gave them background to their favorite songs growing up. Patrons even joined in and helped sing a song Tim wrote for the library, Libraries Rock! This program was well attended by 46 patrons.

- 4) View upcoming events on the library's Google calendar at www.carroll-library.org by clicking on the Calendar of Events link on the home page or on Facebook.



Director's Report September 2018

As reported by Rachel Van Erdewyk, Library Director

Tech Help Friday	6	Total Print Circulation:	4,051
Children's Library Programs	102	BRIDGES Circulation:	868
Children's Program Outreach	215	Consumer Reports:	97
Diane's Read Aloud	63	Public Computer Use:	263
Crafty Library Ladies	22	Wi-Fi Use:	171
Poetry Group	7	Website Visits	2,399
Clair Snyder Wildlife Woodcarvings	19	Gale Databases:	25
Birding with Matt Wetrich	30	Global Road Warrior Page Views:	2,288
		Learning Express Resources:	41
		Freegal Music Downloads:	428
		Transparent Language:	52
		Chilton Auto Manual	1
		ABC Mouse Sessions:	18
		Zinio Digital Magazine Circulation:	4
		Daily Times Herald Page Views:	4,227
		Lynda.com	3
Total Program Attendance	464		
Monthly Door Count	2,553	Total Resources Utilized	14,936

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, and outreach events with book visits starting back up this month to various daycares in the area.

- 2) **Adult & Teen Programs:** Adult programs continued this month with the regular monthly schedule of Tech Help Fridays, Crafty Library Ladies, and the Poetry Group. The Teen Advisory Group decided not to meet this month due to school starting back up and will not meet again until the library renovations are complete due to the lack of space in the temporary location. Clair Snyder brought in woodcarvings of his including local fish, ducks, birds of prey and shore birds. In conjunction with the viewing of the woodcarvings, the library had Matt Wetrich, Carroll County Conservation Naturalist, come talk about what makes birds so fascinating to watch and how to identify them. Both of these events were well attended with a total of 49 participants.
- 3) **Library Closed:** The library took a week and a half to move to the temporary location. Due to the library move and Labor Day, the library was only 10 days in the month of September when we would normally have been open 24 days. The library can be found behind Pizza Ranch and in between Serendipity Acting Studio and Fastenal at 425 US Hwy 30 #340, Carroll, IA 51401. Look for the outside book return. Come see us and check out the new space!
- 4) View upcoming events on the library's Google calendar at www.carroll-library.org by clicking on the Calendar of Events link on the home page or on Facebook.
- Our Neighbors, the Amish: Tuesday, October 23 from 6-8pm