

# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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**GOVERNMENTAL BODY:** Carroll City Council

**DATE OF MEETING:** September 14, 2020

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

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

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

## NOTICE

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation makes it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall will remain closed to the public for the September 14, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 757-3129

United States (Toll Free): 1 (877) 568-4106

Then when prompted, enter the following Access Code: 636 298 469 #

Individuals may start calling in at 5:00 PM for the meeting.

Individuals may also join the meeting from your computer, tablet or smartphone by using the following link:

<https://global.gotomeeting.com/join/636298469>

While the phones will be muted through most of the meeting, the phones will be unmuted at various points to receive feedback from the community, similar to a regular City Council meeting.

The public can watch the meeting live from the City's YouTube channel by going to: <https://tinyurl.com/t64juzk> To ensure you can access the meeting when we go live we suggest that you subscribe to the City's YouTube channel. The YouTube meeting is a view only option and you will not be able to participate in the meeting via YouTube.

We thank you for your understanding of this change during the current situation.

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**AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the August 24 Meeting
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    - 1. New Class "C" Liquor License with Sunday Sales – *Denny's Bar & Grill*
  - D. Resolution Approving an Amendment to CAT Agreement 19-CAT-003 with the Enhance Iowa Board for the Carroll Public Library Project
  - E. 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant – Certification of Compliance of CDBG Procurement Standards
  - F. Street Resurfacing – 2020 – HMA Resurfacing with Milling – Change Order No. 2
  - G. Annual Road Use Tax Financial Report for F.Y. 2019/2020
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
  - None
- VI. Resolutions
  - A. Downtown Streetscape Phase 10
    - 1. Report of Proposal Opening
    - 2. Consideration of Award of Contract
  - B. Resolution Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 1 to the Westfield Urban Renewal Plan in the City of Carroll, State of Iowa
  - C. Resolution Fixing Date for a Public Hearing on the Proposal to enter into a Development Agreement with BTC, Inc.
- VII. Reports
  - None
- VIII. Committee Reports
- IX. Comments from the Mayor

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

September/October Meetings:

Airport Commission – September 14, 2020 – 21177 Quail Avenue  
Library Board of Trustees – September 21, 2020 – Carroll Public Library – 118 E 5<sup>th</sup> Street  
City Council – September 28, 2020 – City Hall – 627 N Adams Street  
Board of Adjustment – October 5, 2020 – City Hall – 627 N Adams Street  
City Council – October 12, 2020 – City Hall – 627 N Adams Street  
Airport Commission – October 12, 2020 – 21177 Quail Avenue  
Planning and Zoning Commission – October 14, 2020 – City Hall - 627 N Adams Street  
Library Board of Trustees – October 19, 2020 – Carroll Public Library – 118 E 5<sup>th</sup> Street  
City Council – October 26, 2020 – City Hall – 627 N Adams Street

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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

AUGUST 24, 2020

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

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall was closed to the public for the August 24, 2020 City Council meeting. However, the meeting was held telephonically. The public was able to hear and participate in the Council meeting by calling into a publicly posted toll-free phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern Dirx, Jerry Fleshner, Clay Haley, and Carolyn Siemann. Absent: Mike Kots. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance via telephone.

\* \* \* \* \*

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

\* \* \* \* \*

New Police Officer Walter Pacheco was introduced to Council and sworn in by Mayor Jensen. No Council action taken.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to approve the following items on the consent agenda: a) minutes of the August 10, 2020 Council meeting, as written; b) bills and claims in the amount of \$404,165.02; c) Renewal of Special Class "C" Liquor License (Beer/Wine) with Sunday Sales – *Hunan Chinese Restaurant*; and d) the appointment of the Carroll Community School Board representative, Dr. Casey Berlau, to the Parks, Recreation and Cultural Advisory Board . On roll call, all present voted aye. Absent: Kots. Motion carried.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

At 5:19 p.m., Mayor Jensen opened a public hearing on the Plans, Specifications, Form of Contract and Estimated Cost for the Street Maintenance Facility Project. Mayor Jensen closed said hearing at 5:40 p.m.

It was moved by Haley, seconded by Dirkx, to approve Resolution No. 20-66, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the Street Maintenance Facility Project. On roll call, all present voted aye. Absent: Kots. Motion carried.

\* \* \* \* \*

At 5:40 p.m., Mayor Jensen opened a public hearing on the Plans, Specifications, Form of Contract and Estimated Cost for the Downtown Streetscape Phase 10 Project. Mayor Jensen closed said hearing at 5:49 p.m.

It was moved by Fleshner, seconded by Dirkx, to approve Resolution No. 20-67, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the Downtown Streetscape Phase 10 Project. On roll call, all present voted aye. Absent: Kots. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 20-68, Requesting Reimbursement from the Iowa COVID-19 Government Relief Fund. On roll call, all present voted aye. Absent: Kots. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to adjourn at 5:55 p.m. On roll call, all present voted aye. Absent: Kots. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

ACCOUNTS PAYABLE  
 OPEN ITEM REPORT  
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
<hr/>							
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	82.55	0.00	000000	0/00/00	82.55
		** TOTALS **	82.55	0.00			82.55
<hr/>							
01-001704	ACCO	POOL CHEMICALS	502.80	0.00	000000	0/00/00	502.80
01-001704	ACCO	POOL SUPPLIES	979.74	0.00	000000	0/00/00	979.74
		** TOTALS **	1,482.54	0.00			1,482.54
<hr/>							
01-001910	AHLERS & COONEY P.C.	BTC INC. DEVELOPMENT AGREEMENT	600.50	0.00	000000	0/00/00	600.50
01-001910	AHLERS & COONEY P.C.	WESTFIELD UR PLAN AMENDMENT	183.00	0.00	000000	0/00/00	183.00
01-001910	AHLERS & COONEY P.C.	MID AMERICAN FRANCHISE AGMT	1,056.00	0.00	000000	0/00/00	1,056.00
01-001910	AHLERS & COONEY P.C.	MISC PERSONNEL ISSUE	57.00	0.00	000000	0/00/00	57.00
		** TOTALS **	1,896.50	0.00			1,896.50
<hr/>							
01-002178	ALEX KLEVER	SIOUX CITY INTERVIEW	11.00	11.00-	118898	9/10/20	0.00
		** TOTALS **	11.00	11.00-			0.00
<hr/>							
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	2,142.61	2,142.61-	118902	9/10/20	0.00
		** TOTALS **	2,142.61	2,142.61-			0.00
<hr/>							
01-002916	AMERICAN RED CROSS	LIFEGUARD CLASS	342.00	0.00	000000	0/00/00	342.00
		** TOTALS **	342.00	0.00			342.00
<hr/>							
01-029040	ANTHONY A. VONNAHME	GREASE	174.40	0.00	000000	0/00/00	174.40
		** TOTALS **	174.40	0.00			174.40
<hr/>							
01-002370	ARNOLD MOTOR SUPPLY	BATTERY RETURNED	30.99-	0.00	000000	0/00/00	30.99-
01-002370	ARNOLD MOTOR SUPPLY	BATTERY CURE MACHINE	30.99	0.00	000000	0/00/00	30.99
01-002370	ARNOLD MOTOR SUPPLY	BATTERY POWERED GREASE GUN	117.99	0.00	000000	0/00/00	117.99
01-002370	ARNOLD MOTOR SUPPLY	FILTER AND STARTING FLUID	5.98	0.00	000000	0/00/00	5.98
01-002370	ARNOLD MOTOR SUPPLY	BRAKE LIGHT REPAIRS	43.98	0.00	000000	0/00/00	43.98
		** TOTALS **	167.95	0.00			167.95
<hr/>							
01-002826	BARCO MUNICIPAL PRODUCTS	NO PARKING SIGNS	209.45	0.00	000000	0/00/00	209.45
		** TOTALS **	209.45	0.00			209.45
<hr/>							
01-000609	BIERSCHBACH EQUIP & SUPPL	ADA SIDEWALKS - TRAILS PHASE 1	900.00	0.00	000000	0/00/00	900.00
		** TOTALS **	900.00	0.00			900.00
<hr/>							
01-003515	BOMGAARS	GARDEN STAPLES	47.94	0.00	000000	0/00/00	47.94
01-003515	BOMGAARS	SEED MULCH AND SPRINKLER	115.96	0.00	000000	0/00/00	115.96
01-003515	BOMGAARS	SEED MULCH	67.96	0.00	000000	0/00/00	67.96
01-003515	BOMGAARS	HOSE AND SPRINKLERS	44.97	0.00	000000	0/00/00	44.97
01-003515	BOMGAARS	#28 HYDRAULIC CONNECTORS	30.86	0.00	000000	0/00/00	30.86
01-003515	BOMGAARS	PAINT AND SUPPLIES	24.34	0.00	000000	0/00/00	24.34

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

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 8/21/2020 THRU 9/10/2020	8/21/2020 THRU	9/10/2020	8/21/2020 THRU	9/10/2020
PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU	9/10/2020	8/21/2020 THRU	9/10/2020
UNPAID ITEMS DATES	:	8/21/2020 THRU	9/10/2020	8/21/2020 THRU	9/10/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
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01-003515	BOMGAARS	LANDSCAPING SUPPLIES	8.99	0.00	000000	0/00/00	8.99
01-003515	BOMGAARS	LANDSCAPING SUPPLIES	26.97	0.00	000000	0/00/00	26.97
01-003515	BOMGAARS	LANDSCAPING SUPPLIES	17.98	0.00	000000	0/00/00	17.98
01-003515	BOMGAARS	SUPPLIES	19.98	0.00	000000	0/00/00	19.98
01-003515	BOMGAARS	SUPPLIES	14.60	0.00	000000	0/00/00	14.60
01-003515	BOMGAARS	SUPPLIES	99.50	0.00	000000	0/00/00	99.50
		** TOTALS **	520.05	0.00			520.05
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,459.47	2,459.47-	118889	9/01/20	0.00
		** TOTALS **	2,459.47	2,459.47-			0.00
01-003708	BRITTANY JOHNSON	SOCCER REFUND	30.00	30.00-	118872	8/25/20	0.00
		** TOTALS **	30.00	30.00-			0.00
01-004138	CAPITAL SANITARY SUPPLY	HAND SANITIZER	83.00	0.00	000000	0/00/00	83.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	227.52	0.00	000000	0/00/00	227.52
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	63.00	0.00	000000	0/00/00	63.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	78.00	0.00	000000	0/00/00	78.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	68.00	0.00	000000	0/00/00	68.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	22.00	0.00	000000	0/00/00	22.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	68.00	0.00	000000	0/00/00	68.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	276.00	0.00	000000	0/00/00	276.00
		** TOTALS **	885.52	0.00			885.52
01-000747	CARROLL AUTO SUPPLY	#35 AIR FILTER	41.63	0.00	000000	0/00/00	41.63
		** TOTALS **	41.63	0.00			41.63
01-004146	CARROLL CONTROL SYSTEMS	BOILER REPAIRS	860.00	0.00	000000	0/00/00	860.00
01-004146	CARROLL CONTROL SYSTEMS	BURNER HEAD - DIGESTER BOILER	6,460.00	0.00	000000	0/00/00	6,460.00
		** TOTALS **	7,320.00	0.00			7,320.00
01-004155	CARROLL COUNTY	GASOLINE	3,113.39	0.00	000000	0/00/00	3,113.39
		** TOTALS **	3,113.39	0.00			3,113.39
01-002169	CARROLL COUNTY PUBLIC HEA	HEP B VACCINE PACHECO BEHEN	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-004170	CARROLL COUNTY RECORDER	ROLLING HILLS SOUTH 4 ADDN	77.00	0.00	000000	0/00/00	77.00
01-004170	CARROLL COUNTY RECORDER	GUTE EASEMENT	22.00	0.00	000000	0/00/00	22.00
		** TOTALS **	99.00	0.00			99.00
01-004195	CARROLL GLASS CO.	SIGN REPAIRS	46.65	0.00	000000	0/00/00	46.65
		** TOTALS **	46.65	0.00			46.65

A C C O U N T S P A Y A B L E  
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=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES :	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004196	CARROLL HYDRAULICS	BACKHOE REPAIRS	72.99	0.00	000000	0/00/00	72.99
01-004196	CARROLL HYDRAULICS	#28 REPAIRS	144.97	0.00	000000	0/00/00	144.97
		** TOTALS **	217.96	0.00			217.96
01-004200	CARROLL LUMBER	MANHOLE REPAIRS	41.75	0.00	000000	0/00/00	41.75
01-004200	CARROLL LUMBER	REPAIR PARTS	196.30	0.00	000000	0/00/00	196.30
		** TOTALS **	238.05	0.00			238.05
01-002977	CARROLL REFUSE SERVICE	AUGUST TRASH COLLECTIONS	11,957.25	11,957.25-	118900	9/10/20	0.00
		** TOTALS **	11,957.25	11,957.25-			0.00
01-004237	CARROLL VETERINARY CLINIC	RABIES TEST - FERAL CAT	99.40	0.00	000000	0/00/00	99.40
01-004237	CARROLL VETERINARY CLINIC	OCT DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	749.40	0.00			749.40
01-001393	CHAMPION FORD INC.	PD EXPLORER INTERCEPTOR CAR	34,848.00	34,848.00-	118802	8/25/20	0.00
		** TOTALS **	34,848.00	34,848.00-			0.00
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	91.86	0.00	000000	0/00/00	91.86
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	85.54	0.00	000000	0/00/00	85.54
		** TOTALS **	177.40	0.00			177.40
01-003633	CLEANING SOLUTIONS INC	AUGUST CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00	2,080.00
01-003633	CLEANING SOLUTIONS INC	AUGUST PD CLEANING SERVICES	624.00	0.00	000000	0/00/00	624.00
		** TOTALS **	2,704.00	0.00			2,704.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,170.64	13,170.64-	000859	8/27/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,946.89	12,946.89-	000873	9/10/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,677.92	15,677.92-	000859	8/27/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,039.72	15,039.72-	000873	9/10/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,655.22	4,655.22-	000859	8/27/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,534.24	4,534.24-	000873	9/10/20	0.00
		** TOTALS **	66,024.63	66,024.63-			0.00
01-003451	COMMUNICATION INNOVATORS	AV UPGRADES COUNCIL CHAMBERS	4,658.00	0.00	000000	0/00/00	4,658.00
		** TOTALS **	4,658.00	0.00			4,658.00
01-001463	COMMUNITY OF CONCERN	CBDG GRANT - COVID-19	9,500.00	0.00	000000	0/00/00	9,500.00
		** TOTALS **	9,500.00	0.00			9,500.00
01-000366	COMPUTER & NETWORK SPEC	COUNCIL CHAMBER AV COMPUTER	1,299.00	0.00	000000	0/00/00	1,299.00
01-000366	COMPUTER & NETWORK SPEC	MISC COMPUTER ISSUES	240.00	0.00	000000	0/00/00	240.00
01-000366	COMPUTER & NETWORK SPEC	NEW OFFICER COMPUTER SETUP	60.00	0.00	000000	0/00/00	60.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	150.00	0.00	000000	0/00/00	150.00



09-10-2020 12:17 AM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 4  
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=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES :	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
** TOTALS **			1,749.00	0.00			1,749.00
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER MAINT CONTRACT	1,597.20	0.00	000000	0/00/00	1,597.20
** TOTALS **			1,597.20	0.00			1,597.20
01-003145	CORE AND MAIN LP	ENCODER MODULE W/CONNECTOR	250.00	0.00	000000	0/00/00	250.00
** TOTALS **			250.00	0.00			250.00
01-003617	CU SPARKLE	WINDOW CLEANING	80.00	0.00	000000	0/00/00	80.00
** TOTALS **			80.00	0.00			80.00
01-005395	D & K PRODUCTS	TURF CHEMICALS	390.50	0.00	000000	0/00/00	390.50
01-005395	D & K PRODUCTS	TURF CHEMICALS	448.00	0.00	000000	0/00/00	448.00
01-005395	D & K PRODUCTS	CHEMICALS	766.80	0.00	000000	0/00/00	766.80
** TOTALS **			1,605.30	0.00			1,605.30
01-000854	DEARBORN NATIONAL	SEPT LIFE INS PREMIUMS	317.24	317.24-	118886	9/01/20	0.00
** TOTALS **			317.24	317.24-			0.00
01-002811	DEVIN PUDENZ	STEEL TOED SHOES	160.49	160.49-	118887	9/01/20	0.00
** TOTALS **			160.49	160.49-			0.00
01-006270	DREES HEATING & PLUMBING	A/C REPAIRS - STORM	82.00	0.00	000000	0/00/00	82.00
** TOTALS **			82.00	0.00			82.00
01-006275	DREES OIL CO. INC.	DIESEL FUEL	550.73	0.00	000000	0/00/00	550.73
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	860.04	0.00	000000	0/00/00	860.04
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	803.91	0.00	000000	0/00/00	803.91
01-006275	DREES OIL CO. INC.	PROPANE	73.91	0.00	000000	0/00/00	73.91
01-006275	DREES OIL CO. INC.	PROPANE	114.98	0.00	000000	0/00/00	114.98
01-006275	DREES OIL CO. INC.	DIESEL FUEL	573.97	0.00	000000	0/00/00	573.97
** TOTALS **			2,977.54	0.00			2,977.54
01-006725	EARL MAY STORE	LANDSCAPING LIBRARY PROJECT	275.00	0.00	000000	0/00/00	275.00
01-006725	EARL MAY STORE	POLICE DEPT. - TREE	225.00	0.00	000000	0/00/00	225.00
01-006725	EARL MAY STORE	POLICE DEPT. - TREE	225.00	0.00	000000	0/00/00	225.00
** TOTALS **			725.00	0.00			725.00
01-003705	EDRICK SEGURA	SHELTERHOUSE REFUND	40.00	40.00-	118803	8/25/20	0.00
** TOTALS **			40.00	40.00-			0.00
01-002627	ETHAN KATHOL	GLOCK ARMORER RECERTIFICATION	104.65	104.65-	118899	9/10/20	0.00
** TOTALS **			104.65	104.65-			0.00

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PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-008035	FARNER-BOCKEN CO.	SUPPLIES RETURNED	327.25-	0.00	000000	0/00/00	327.25-
01-008035	FARNER-BOCKEN CO.	CLEANING SUPPLIES	646.25	0.00	000000	0/00/00	646.25
01-008035	FARNER-BOCKEN CO.	SUPPLIES	132.40	0.00	000000	0/00/00	132.40
		** TOTALS **	451.40	0.00			451.40
01-008050	FASTENAL COMPANY	MARKING PAINT	19.96	0.00	000000	0/00/00	19.96
		** TOTALS **	19.96	0.00			19.96
01-001291	FEH DESIGN	ST. MAINT. FACILITY	1,576.80	0.00	000000	0/00/00	1,576.80
01-001291	FEH DESIGN	PICKLEBALL COURTS ENGINEERING	301.80	0.00	000000	0/00/00	301.80
		** TOTALS **	1,878.60	0.00			1,878.60
01-000633	FILTER CARE	FILTER CLEANING	72.45	0.00	000000	0/00/00	72.45
		** TOTALS **	72.45	0.00			72.45
01-003689	FINEST IRRIGATION CONSULT	IRRIGATION REPAIRS	440.12	0.00	000000	0/00/00	440.12
		** TOTALS **	440.12	0.00			440.12
01-001946	FIRE SERVICE TRAINING BUR	FF1 TEST FEE - SATTERWHITE	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	12,257.58	12,257.58-	000860	8/27/20	0.00
		** TOTALS **	12,257.58	12,257.58-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,531.30	0.00	000000	0/00/00	1,531.30
		** TOTALS **	1,531.30	0.00			1,531.30
01-003534	FUSEBOX MARKETING	WEB MAINTENANCE	255.00	0.00	000000	0/00/00	255.00
		** TOTALS **	255.00	0.00			255.00
01-009315	GALL'S INC.	UNIFORM SHIRTS	294.66	0.00	000000	0/00/00	294.66
01-009315	GALL'S INC.	UNIFORM PANTS	104.80	0.00	000000	0/00/00	104.80
01-009315	GALL'S INC.	UNIFORM PANTS	104.80	0.00	000000	0/00/00	104.80
01-009315	GALL'S INC.	BOOTS - MC CARTY	138.76	0.00	000000	0/00/00	138.76
		** TOTALS **	643.02	0.00			643.02
01-009535	GENERAL RENTAL	GRINDER REPAIRS	59.00	0.00	000000	0/00/00	59.00
		** TOTALS **	59.00	0.00			59.00
01-009540	GENERAL TRAFFIC CONTROLS	SIGNAL REPAIR PARTS	635.00	0.00	000000	0/00/00	635.00
		** TOTALS **	635.00	0.00			635.00
01-001992	GOLF SERVICES LLC	SEPT. CLUB HOUSE MANAGER	3,614.29	0.00	000000	0/00/00	3,614.29
		** TOTALS **	3,614.29	0.00			3,614.29

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-010156	GRAPHIC EDGE, THE	BASEBALL T-SHIRTS	14.25	0.00	000000	0/00/00	14.25
01-010156	GRAPHIC EDGE, THE	SOFTBALL CHAMPION T-SHIRTS	220.29	0.00	000000	0/00/00	220.29
		** TOTALS **	234.54	0.00			234.54
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	1,055.25	0.00	000000	0/00/00	1,055.25
		** TOTALS **	1,055.25	0.00			1,055.25
01-005410	HERALD PUBLISHING COMPANY	REC CENTER EXPANSION ADS	345.00	0.00	000000	0/00/00	345.00
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	312.28	0.00	000000	0/00/00	312.28
		** TOTALS **	657.28	0.00			657.28
01-003709	HUGEBACK LAWN CARE	VALVE BOX	8.79	0.00	000000	0/00/00	8.79
		** TOTALS **	8.79	0.00			8.79
01-012540	IMWCA	WORKER COMP #3	5,148.00	0.00	000000	0/00/00	5,148.00
		** TOTALS **	5,148.00	0.00			5,148.00
01-012552	INDUSTRIAL BEARING SUPP.	BELTS	10.55	0.00	000000	0/00/00	10.55
		** TOTALS **	10.55	0.00			10.55
01-001549	INLAND TRUCK PARTS COMPAN	HAND VALVES	445.57	0.00	000000	0/00/00	445.57
		** TOTALS **	445.57	0.00			445.57
01-012589	INTOXIMETERS	MOUTHPIECES, ETC.	395.00	0.00	000000	0/00/00	395.00
		** TOTALS **	395.00	0.00			395.00
01-012642	IOWA LAW ENFORCE ACADEMY	FIREARMS RECERTIFICATION	150.00	0.00	000000	0/00/00	150.00
01-012642	IOWA LAW ENFORCE ACADEMY	RIFLE INSTRUCTOR RECERTIFY	175.00	0.00	000000	0/00/00	175.00
		** TOTALS **	325.00	0.00			325.00
01-012666	IOWA ONE CALL	JULY 2020 LOCATES	158.40	0.00	000000	0/00/00	158.40
		** TOTALS **	158.40	0.00			158.40
01-012604	IOWA PEACE OFFICERS ASSOC	IPOA DUES	455.00	0.00	000000	0/00/00	455.00
		** TOTALS **	455.00	0.00			455.00
01-012685	IOWA SMALL ENGINE CENTER	20" HYDRO SEEDER	3,648.27	0.00	000000	0/00/00	3,648.27
		** TOTALS **	3,648.27	0.00			3,648.27
01-012706	IPERS	IPERS CONTRIBUTIONS	19,077.43	19,077.43-	000861	8/27/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	63.80	63.80-	000861	8/27/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	35.81	35.81-	000861	8/27/20	0.00
		** TOTALS **	19,177.04	19,177.04-			0.00

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-013917	JEO CONSULTING GROUP INC.	WATERMAIN REPLACEMENT	198.00	0.00	000000	0/00/00	198.00
01-013917	JEO CONSULTING GROUP INC.	2020 WELL REPLACEMENT	3,871.25	0.00	000000	0/00/00	3,871.25
		** TOTALS **	4,069.25	0.00			4,069.25
01-013429	JERICO SERVICES INC.	DUST CONTROL KNOBBE	107.00	0.00	000000	0/00/00	107.00
		** TOTALS **	107.00	0.00			107.00
01-003243	JET'S OUTDOOR POWER AND S	CART REPAIRS	396.90	0.00	000000	0/00/00	396.90
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	169.40	0.00	000000	0/00/00	169.40
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	290.00	0.00	000000	0/00/00	290.00
		** TOTALS **	856.30	0.00			856.30
01-011825	JOHNSTON HY-VEE	ILEA - MEALS	1,618.50	0.00	000000	0/00/00	1,618.50
		** TOTALS **	1,618.50	0.00			1,618.50
01-003706	JUSTIN HUEGERICH	BASEBALL REFUND	10.00	10.00-	118804	8/25/20	0.00
		** TOTALS **	10.00	10.00-			0.00
01-000994	KABEL BUSINESS SERVICES -	AUGUST HRA CHECKS	10,841.49	10,841.49-	000000	9/08/20	0.00
01-000994	KABEL BUSINESS SERVICES -	AUGUST HRA & FLEX	273.05	273.05-	000000	9/08/20	0.00
		** TOTALS **	11,114.54	11,114.54-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	96.64	0.00	000000	0/00/00	96.64
		** TOTALS **	96.64	0.00			96.64
01-014815	KEYSTONE LABORATORIES	WATER SAMPLES	729.00	0.00	000000	0/00/00	729.00
01-014815	KEYSTONE LABORATORIES	BACTERIA SAMPLES	95.00	0.00	000000	0/00/00	95.00
		** TOTALS **	824.00	0.00			824.00
01-001550	KING CONSTRUCTION LLC	2020 WATERMAIN REPLAC. #1	160,331.58	0.00	000000	0/00/00	160,331.58
		** TOTALS **	160,331.58	0.00			160,331.58
01-015190	KNOBBE PLBG. & HTG.	UNPLUG SEWER LINE MAPLE PARK	225.22	0.00	000000	0/00/00	225.22
		** TOTALS **	225.22	0.00			225.22
01-002698	LANDSCAPERS PARADISE	GRASS SEED	135.50	0.00	000000	0/00/00	135.50
01-002698	LANDSCAPERS PARADISE	SEED	152.00	0.00	000000	0/00/00	152.00
01-002698	LANDSCAPERS PARADISE	GRASS SEED	271.00	0.00	000000	0/00/00	271.00
		** TOTALS **	558.50	0.00			558.50

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01-017133	MASTERCARD	NOTARY FEE & PD PICTURE	34.27	34.27-	000000	9/01/20	0.00
		** TOTALS **	34.27	34.27-			0.00
01-002040	MATTHEW JACOB KENNEBECK	CTK TRAINING	177.07	177.07-	118897	9/10/20	0.00
		** TOTALS **	177.07	177.07-			0.00
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	646.88	646.88-	000000	8/26/20	0.00
		** TOTALS **	646.88	646.88-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	52,734.13	52,734.13-	118903	9/10/20	0.00
		** TOTALS **	52,734.13	52,734.13-			0.00
01-001804	MID IOWA SOLID WASTE EQUI	CCTV REPAIR	3,019.49	0.00	000000	0/00/00	3,019.49
		** TOTALS **	3,019.49	0.00			3,019.49
01-017585	MIDWEST WHOLESALE	#26 SIDEBORDS	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	40.00	0.00			40.00
01-017730	MOORHOUSE READY MIX CO.	OLIVE & ALTA VISTA	1,052.00	0.00	000000	0/00/00	1,052.00
01-017730	MOORHOUSE READY MIX CO.	18TH & CRESTVIEW DR	591.75	0.00	000000	0/00/00	591.75
01-017730	MOORHOUSE READY MIX CO.	SIDEWALK CONCRETE	131.50	0.00	000000	0/00/00	131.50
01-017730	MOORHOUSE READY MIX CO.	ROW 1006 SUNSET DR	1,117.75	0.00	000000	0/00/00	1,117.75
01-017730	MOORHOUSE READY MIX CO.	ROW - 918 QUINT AVE	460.25	0.00	000000	0/00/00	460.25
01-017730	MOORHOUSE READY MIX CO.	1209 N CLARK WATERMAIN BREAK	493.13	0.00	000000	0/00/00	493.13
01-017730	MOORHOUSE READY MIX CO.	OLIVE & SAN SALVADOR	657.50	0.00	000000	0/00/00	657.50
01-017730	MOORHOUSE READY MIX CO.	18TH & ALTA VISTA	394.50	0.00	000000	0/00/00	394.50
01-017730	MOORHOUSE READY MIX CO.	OLIVE STREET	756.13	0.00	000000	0/00/00	756.13
01-017730	MOORHOUSE READY MIX CO.	OLIVE STREET	723.25	0.00	000000	0/00/00	723.25
01-017730	MOORHOUSE READY MIX CO.	OLIVE STREET	789.00	0.00	000000	0/00/00	789.00
01-017730	MOORHOUSE READY MIX CO.	18TH STREET	1,315.00	0.00	000000	0/00/00	1,315.00
		** TOTALS **	8,481.76	0.00			8,481.76
01-018408	NAPA AUTO PARTS	#35 SWEEPER FITTING CAP	14.85	0.00	000000	0/00/00	14.85
01-018408	NAPA AUTO PARTS	SHOP TOOLS	47.98	0.00	000000	0/00/00	47.98
01-018408	NAPA AUTO PARTS	2 - 12 VOLT BATTERIES TRUCK 4	260.14	0.00	000000	0/00/00	260.14
01-018408	NAPA AUTO PARTS	GENERATOR BATTERIES	426.66	0.00	000000	0/00/00	426.66
		** TOTALS **	749.63	0.00			749.63
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	501.74	0.00	000000	0/00/00	501.74
		** TOTALS **	501.74	0.00			501.74
01-020208	O'HALLORAN INTERNATIONAL	#28 REPAIRS	729.66	0.00	000000	0/00/00	729.66
01-020208	O'HALLORAN INTERNATIONAL	#28 REPAIRS	1,125.79	0.00	000000	0/00/00	1,125.79
01-020208	O'HALLORAN INTERNATIONAL	#24 - AIR FILTERS	43.34	0.00	000000	0/00/00	43.34

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** TOTALS **			1,898.79	0.00			1,898.79
01-020330	O'REILLY AUTO PARTS	GENERATOR BATTERIES	411.42	0.00	000000	0/00/00	411.42
** TOTALS **			411.42	0.00			411.42
01-020203	OFFICE STOP	BUSINESS CARD HOLDER	22.04	0.00	000000	0/00/00	22.04
** TOTALS **			22.04	0.00			22.04
01-020326	OPTIONS INK	LAMINATING	15.00	15.00-	118875	8/26/20	0.00
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	12.39	12.39-	118875	8/26/20	0.00
** TOTALS **			27.39	27.39-			0.00
01-002822	PATRICK PUDENZ	STEEL TOED BOOTS	200.00	200.00-	118888	9/01/20	0.00
** TOTALS **			200.00	200.00-			0.00
01-001949	PERFORMANCE TIRE & SERVIC	#14 - TIRE REPAIRS	25.44	0.00	000000	0/00/00	25.44
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	27.25	0.00	000000	0/00/00	27.25
01-001949	PERFORMANCE TIRE & SERVIC	#15 TIRES AND OIL CHANGE	371.64	0.00	000000	0/00/00	371.64
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#16 - OIL CHANGE	32.54	0.00	000000	0/00/00	32.54
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	14.84	0.00	000000	0/00/00	14.84
** TOTALS **			498.19	0.00			498.19
01-000169	PERRY JOHNSON	AUGUST INSPECTIONS - MILEAGE	197.80	0.00	000000	0/00/00	197.80
** TOTALS **			197.80	0.00			197.80
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,552.78	1,552.78-	118873	8/25/20	0.00
** TOTALS **			1,552.78	1,552.78-			0.00
01-003710	PREMIER EDGE LLC	WINDOW SHADES	1,088.00	0.00	000000	0/00/00	1,088.00
** TOTALS **			1,088.00	0.00			1,088.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS ST	75.00	0.00	000000	0/00/00	75.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL FARNER GVT BLDG	51.00	0.00	000000	0/00/00	51.00
** TOTALS **			126.00	0.00			126.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SKID LOADER REPAIRS	683.30	683.30-	118885	9/01/20	0.00
** TOTALS **			683.30	683.30-			0.00
01-023640	RAY'S REFUSE SERVICE	AUGUST GARBAGE PICKUP	1,439.64	0.00	000000	0/00/00	1,439.64
01-023640	RAY'S REFUSE SERVICE	AUG. TRASH COLLECTIONS	33,571.85	33,571.85-	118904	9/10/20	0.00
** TOTALS **			35,011.49	33,571.85-			1,439.64
01-023815	REGION XII COG	HOUSING REHAB GRANT #3	8,849.00	8,849.00-	118890	9/01/20	0.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
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01-023815	REGION XII COG	AUG. TAXI PROGRAM DONATIONS	1,320.00	1,320.00-	118905	9/10/20	0.00
		** TOTALS **	10,169.00	10,169.00-			0.00
01-003707	RICHARD L ZABLOTNEY	BOOKS	50.00	50.00-	118871	8/25/20	0.00
		** TOTALS **	50.00	50.00-			0.00
01-024915	SARGENT DRILLING	WELL CONSTR. PYMT #1	154,163.55	0.00	000000	0/00/00	154,163.55
		** TOTALS **	154,163.55	0.00			154,163.55
01-025110	SECRETARY OF STATE	NOTARY FEE - NABERHAUS	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	30.00	0.00			30.00
01-025250	SHERWIN WILLIAMS CO.	DOOR PAINT	61.69	0.00	000000	0/00/00	61.69
		** TOTALS **	61.69	0.00			61.69
01-004178	SOLID WASTE MANAGEMENT CO	OCT-DEC ASSESSMENT	30,745.00	0.00	000000	0/00/00	30,745.00
01-004178	SOLID WASTE MANAGEMENT CO	LANDFILL DISPOSAL FEES	35.10	0.00	000000	0/00/00	35.10
01-004178	SOLID WASTE MANAGEMENT CO	LANDFILL DISPOSAL FEES	43.20	0.00	000000	0/00/00	43.20
		** TOTALS **	30,823.30	0.00			30,823.30
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	27.00	0.00			27.00
01-003435	STEVEN PUDENZ	CTK TRAINING	48.64	48.64-	118901	9/10/20	0.00
01-003435	STEVEN PUDENZ	DT INSTRUCTOR	306.92	306.92-	118901	9/10/20	0.00
		** TOTALS **	355.56	355.56-			0.00
01-025880	STONE PRINTING CO.	LAMINATING	2.00	0.00	000000	0/00/00	2.00
01-025880	STONE PRINTING CO.	PRINTER INK & AIR SPRAY	23.70	0.00	000000	0/00/00	23.70
01-025880	STONE PRINTING CO.	LAMINATING	2.50	0.00	000000	0/00/00	2.50
01-025880	STONE PRINTING CO.	BINDER INDEXES	21.20	0.00	000000	0/00/00	21.20
01-025880	STONE PRINTING CO.	SCORECARDS	1,201.00	0.00	000000	0/00/00	1,201.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	49.67	0.00	000000	0/00/00	49.67
01-025880	STONE PRINTING CO.	PAPER TOWELS	67.50	0.00	000000	0/00/00	67.50
01-025880	STONE PRINTING CO.	FILE FOLDERS	133.18	0.00	000000	0/00/00	133.18
01-025880	STONE PRINTING CO.	REC CENTER INFO FLYERS	624.00	0.00	000000	0/00/00	624.00
01-025880	STONE PRINTING CO.	DOOR TAG LABELS	15.99	0.00	000000	0/00/00	15.99
01-025880	STONE PRINTING CO.	WATER UTILITY ENVELOPES	679.00	0.00	000000	0/00/00	679.00
01-025880	STONE PRINTING CO.	SUPPLIES	7.04	0.00	000000	0/00/00	7.04
01-025880	STONE PRINTING CO.	CLUBHOUSE SUPPLIES	64.99	0.00	000000	0/00/00	64.99
01-025880	STONE PRINTING CO.	HIGHLIGHTERS	31.97	0.00	000000	0/00/00	31.97
		** TOTALS **	2,923.74	0.00			2,923.74
01-025870	STREICHER'S	HOLSTER	139.99	0.00	000000	0/00/00	139.99

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PAID ITEMS DATES :	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
				** TOTALS **	139.99	0.00				139.99
01-025935		SUBWAY		EMPLOYEE RECOGNITION	46.94	0.00	000000	0/00/00		46.94
				** TOTALS **	46.94	0.00				46.94
01-026401		TEN POINT CONSTRUCTION CO #3 - STREET REHAB - 20			364,953.21	0.00	000000	0/00/00		364,953.21
				** TOTALS **	364,953.21	0.00				364,953.21
01-027060		TREASURER OF IOWA		8/16-8/31/2020 SALES TAX	12,119.00	12,119.00-	000000	9/01/20		0.00
				** TOTALS **	12,119.00	12,119.00-				0.00
01-003220		TURFWERKS		TEE MOWER	21,835.00	0.00	000000	0/00/00		21,835.00
				** TOTALS **	21,835.00	0.00				21,835.00
01-001088		TYLER TECHNOLOGIES		ACCTS RECEIVABLE MAINT.	724.33	0.00	000000	0/00/00		724.33
				** TOTALS **	724.33	0.00				724.33
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 8/15/2020	40.47	40.47-	118874	8/25/20		0.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 8/22/2020	43.82	43.82-	118891	9/01/20		0.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 8/29/2020	67.22	67.22-	118906	9/10/20		0.00
				** TOTALS **	151.51	151.51-				0.00
01-028174		UNITED STATES CELLULAR		CELL PHONES	275.30	275.30-	118876	8/26/20		0.00
				** TOTALS **	275.30	275.30-				0.00
01-028170		UNITED STATES GOLF ASSN.		USGA MEMBERSHIP	150.00	0.00	000000	0/00/00		150.00
				** TOTALS **	150.00	0.00				150.00
01-028275		UPTOWN SPORTING GOODS		GUARD SUIT	40.00	0.00	000000	0/00/00		40.00
01-028275		UPTOWN SPORTING GOODS		GUARD SUITS	80.00	0.00	000000	0/00/00		80.00
01-028275		UPTOWN SPORTING GOODS		GUARD SUIT	40.00	0.00	000000	0/00/00		40.00
				** TOTALS **	160.00	0.00				160.00
01-028290		USA BLUE BOOK		OPERATING SUPPLIES	46.57	0.00	000000	0/00/00		46.57
				** TOTALS **	46.57	0.00				46.57
01-003492		UTILITY SERVICE CO. INC.		#5 - TOWER IMPR. FINAL	29,845.00	0.00	000000	0/00/00		29,845.00
				** TOTALS **	29,845.00	0.00				29,845.00
01-028814		VAN METER COMPANY, THE		LIGHTING SUPPLIES	39.28	0.00	000000	0/00/00		39.28
01-028814		VAN METER COMPANY, THE		LIGHTING SUPPLIES	240.49	0.00	000000	0/00/00		240.49
01-028814		VAN METER COMPANY, THE		BELLA VISTA SIREN SUPPLIES	22.26	0.00	000000	0/00/00		22.26
01-028814		VAN METER COMPANY, THE		LIGHTING SUPPLIES	334.70	0.00	000000	0/00/00		334.70
				** TOTALS **	636.73	0.00				636.73



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PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-029013	VERIZON WIRELESS	AIR CARDS	289.14	289.14-	118907	9/10/20	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	311.96	311.96-	118907	9/10/20	0.00
		** TOTALS **	601.10	601.10-			0.00
01-030120	WAL-MART STORE #01-1787	CLEANING SUPPLIES	20.38	0.00	000000	0/00/00	20.38
01-030120	WAL-MART STORE #01-1787	SUPPLIES	17.94	0.00	000000	0/00/00	17.94
01-030120	WAL-MART STORE #01-1787	SUPPLIES	8.82	0.00	000000	0/00/00	8.82
01-030120	WAL-MART STORE #01-1787	SUPPLIES	12.88	0.00	000000	0/00/00	12.88
01-030120	WAL-MART STORE #01-1787	SUPPLIES	9.94	0.00	000000	0/00/00	9.94
01-030120	WAL-MART STORE #01-1787	HDMI CORD	12.88	0.00	000000	0/00/00	12.88
		** TOTALS **	82.84	0.00			82.84
01-000386	ZIMCO SUPPLY CO	CHEMICALS	656.00	0.00	000000	0/00/00	656.00
		** TOTALS **	656.00	0.00			656.00

\* Payroll Expense 330,905.06

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PARTIALLY ITEMS DATES:	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020
UNPAID ITEMS DATES :		8/21/2020 THRU 9/10/2020	8/21/2020 THRU 9/10/2020

R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	604,908.70	604,908.70CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	862,286.65	0.00	862,286.65
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	1,467,195.35	604,908.70CR	862,286.65

U N P A I D   R E C A P

UNPAID INVOICE TOTALS	862,644.89
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	358.24CR
** UNPAID TOTALS **	862,286.65

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PARTIALLY ITEMS DATES: 8/21/2020 THRU 9/10/2020  
UNPAID ITEMS DATES :

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8/21/2020 THRU 9/10/2020  
8/21/2020 THRU 9/10/2020  
8/21/2020 THRU 9/10/2020

=====POSTING DATES=====  
8/21/2020 THRU 9/10/2020  
8/21/2020 THRU 9/10/2020  
8/21/2020 THRU 9/10/2020

FUND TOTALS

001	GENERAL FUND	301,604.20
010	HOTEL/MOTEL TAX	503.82
110	ROAD USE TAX FUND	20,638.99
178	CRIME PREV/SPEC PROJECTS	289.14
304	C.P. STREETS	364,953.21
309	C.P. - CORRIDOR OF COMM.	14.92
311	C.P.-PARKS & RECREATION	1,201.80
314	C.P.-STREETS MAINT BLDG	1,588.01
315	LIBRARY/CITY HALL REMODEL	1,363.00
350	C.P. - HOUSING FUND	8,849.00
600	WATER UTILITY FUND	39,829.92
602	WATER UTILITY CAP. IMP.	348,431.38
610	SEWER UTILITY FUND	35,125.92
620	STORM WATER UTILITY	566.00
850	MEDICAL INSURANCE FUND	11,330.98
	* PAYROLL EXPENSE	330,905.06

GRAND TOTAL 1,467,195.35

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**TO:** Mike Pogge-Weaver, City Manager *WGP w*

**FROM:** Brad Burke, Chief of Police *BB*

**DATE:** September 10, 2020

**RE:** New License

The following establishment has applied for a new license:

Denny's Bar & Grill  
227 North Carroll Street  
New Class "C" Liquor License with Sunday Sales

**RECOMMENDATION:** Council consideration and approval of this application.

# City of Carroll

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112 E. 5th Street

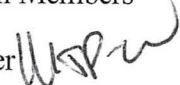
Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** September 10, 2020

**SUBJECT:** Resolution approving an amendment to CAT Agreement 19-CAT-003 with the Enhance Iowa Board for the Carroll Public Library Project

On September 12, 2018 the Enhance Iowa Board awarded the City of Carroll a Community Attraction and Tourism (CAT) grant in the amount of \$491,292 for the Carroll Public Library project. On November 11, 2018 the City Council accepted said grant with a project completion date of September 30, 2020.

Due to some final punch list items that need to be completed and waiting on final invoices, the final project invoices will not be received and paid for by September 30, 2020. The City requested and the Enhance Iowa Board granted an extension of the completion date to December 31, 2020.

Attached is an amendment to the Community Attraction and Tourism (CAT) Grant Agreement extending the project completion date from September 30, 2020 to December 31, 2020.

**RECOMMENDATION:** Mayor and City Council consider approving the amendment to the Community Attraction and Tourism (CAT) grant agreement with Enhance Iowa extending the final completion date to December 31, 2020 and authorize the Mayor to sign said agreement on behalf of the City of Carroll.

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

**A RESOLUTION APPROVING AND ACCEPTING THE AMENDMENT TO THE  
COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT AGREEMENT FOR  
CARROLL PUBLIC LIBRARY PROJECT**

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

WHEREAS, the amendment to the Community Attraction and Tourism (CAT) Grant Agreement is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the amended Community Attraction and Tourism (CAT) Grant Agreement, attached as Exhibit "A", be authorized and approved, and that the Mayor is authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 14<sup>th</sup> day of September, 2020.

CITY COUNCIL OF THE

CITY OF CARROLL, IOWA

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

ATTEST:

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

## AMENDMENT

PROGRAM: Community Attraction & Tourism (CAT)  
CONTRACT NUMBER: 19-CAT-003  
AMENDMENT NUMBER: 1  
EFFECTIVE DATE: August 20, 2020

THIS AMENDMENT is made by and between the ENHANCE IOWA BOARD, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, and City of Carroll (hereafter "Contractor").

Contractor, by correspondence dated August 7, 2020, requested that the contract be amended to extend the completion date to December 31, 2020. Contract Number 19-CAT-003 is hereby modified as follows:

RECIPIENT: City of Carroll  
CAT AGREEMENT NUMBER: 19-CAT-003  
EFFECTIVE DATE: September 12, 2018  
PROJECT NAME: New Library, New Carroll  
TOTAL GRANT AMOUNT: \$491,292  
PROJECT COMPLETION DATE: ~~September 30, 2020~~ December 31, 2020

### ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means ~~September 30, 2020~~ December 31, 2020, which is the date by which the Project tasks are fully constructed and operational.

### ARTICLE 8 COVENANTS OF RECIPIENT

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by ~~September 30, 2020~~ December 31, 2020. For the purposes of this section, "complete" means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

FOR CONTRACTOR:

FOR ENHANCE IOWA BOARD:

\_\_\_\_\_  
Mayor Eric Jensen

\_\_\_\_\_  
John Burns, Board Chair

DATE:  
  
\_\_\_\_\_

DATE:  
  
\_\_\_\_\_

# 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 *las*  
**DATE:** September 10, 2020  
**SUBJECT:** 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant – Certification of Compliance of CDBG Procurement Standards

Part of the Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant requires a “Certification of Compliance of CDBG Procurement Standards” to be completed and filed with the Iowa Economic Development Authority.

The certification states that the City, as the recipient of the grant, will follow 2 CFR 200.319 of the Code of Federal Regulations in the procurement process when bidding projects. All procurement transactions shall be conducted in a manner providing full and open competition.

The City has entered into a contract with Region XII to administer the CBDG Grant and Region XII will ensure the City follows these procurement standards.

**RECOMMENDATION:** Council discussion and approval of the attached Certification of Compliance with CDBG Procurement Standards.



## Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: City of Carroll

Application year: 2019

### 2 CFR 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: \_\_\_\_\_

Printed Name: Eric P. Jensen

Date: September 14, 2020

# 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 *WSPW*

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

**DATE:** September 9, 2020

**SUBJECT:** Street Resurfacing – 2020  
HMA Resurfacing with Milling  
Change Order No. 2

During construction of the Street Resurfacing project, two items of work were encountered that require addition to the original Contract. The items of work generally include the addition of two water valves on a watermain relocation and construction of a section of combination sidewalk and retaining wall. All additional work was in the intersection of 17<sup>th</sup> Street and West Street.

The additional items of work are detailed in the attached Change Order and summarized as follows:

<u>Item</u>	<u>Cost</u>	<u>Description</u>
Valve, Gate, DIP, 4 in.	\$2,915.00	Add to allow disinfection and testing relocated watermain
Combination Sidewalk and Retaining Wall	\$1,899.00	Add to solve grading concerns on adjacent property
Total Change Order	<u>\$4,814.00</u>	

Change Order No. 2 effect on the Contract Price is as follows:

Original Contract Amount	\$963,633.17
Change Order No. 1	\$5,992.00
Change Order No. 2	\$4,814.00
Revised Contract Amount	\$974,439.17

Change Order No. 2 also adds 2.0 working days to the Contract time for testing and disinfection requirements. The revised Contract time is 62.0 working days.

**RECOMMENDATION:** Mayor and City Council consideration of approval of Change Order No. 2 to the Street Resurfacing – 2020 Contract in the amount of \$4,814.00.

RMK:ds

attachment



# JEO Consulting Group Inc.

## Change Order Details

STBG-SWAP-1125(618)--SG-14 - 36918

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<b>Description</b>	City of Carroll Street Resurfacing - 2020 Letting Date: May 19, 2020
<b>Prime Contractor</b>	Ten Point Construction Company, Inc. Denison, IA
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	08/17/2020
<b>Type</b>	Non-Significant - SWAP Participating - Accounting ID 36918
<b>Summary</b>	Adding Water Valves / Combined Concrete Sidewalk and Retaining Wall
<b>Change Order Description</b>	Adding water valves at the intersection of West Street and 17th Street to allow for appropriate pressure and bacteriological testing while limiting service interruptions. Valves installed on either end of the proposed water main improvements in the intersection. Adding combined concrete sidewalk and retaining wall to address grading concerns at 1618 N. West Street.
<b>Awarded Project Amount</b>	\$963,633.17
<b>Authorized Project Amount</b>	\$969,625.17
<b>Change Order Amount</b>	\$4,814.00
<b>Revised Project Amount</b>	\$974,439.17

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Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - STBG-SWAP-1125(618)--SG-14 - 36918									
0530	2554-0114004	LF	\$100.000	30.000	\$3,000.00	0.000	\$0.00	30.000	\$3,000.00
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.									
Reason: Plan error, removing item from Division 2 and adding to Division 1.									
				Funding Details					
City of Carroll				30.000	\$3,000.00	-30.000	-\$3,000.00	0.000	\$0.00
STBG-SWAP-1125(618)--SG-14				0.000	\$0.00	30.000	\$3,000.00	30.000	\$3,000.00
0540	2554-0114008	LF	\$115.500	75.300	\$8,697.15	0.000	\$0.00	75.300	\$8,697.15
WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.									
Reason: Plan error, removing item from Division 1 and adding to Division 2.									
				Funding Details					
City of Carroll				0.000	\$0.00	75.300	\$8,697.15	75.300	\$8,697.15
STBG-SWAP-1125(618)--SG-14				75.300	\$8,697.15	-75.300	-\$8,697.15	0.000	\$0.00
2 items			Totals		\$11,697.15		\$0.00		\$11,697.15

## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - STBG-SWAP-1125(618)--SG-14 - 36918</b>					

8002	2554-0207004	EACH	2.000	\$1,457.500	\$2,915.00
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VALVE, GATE, DIP, 4 IN.

**Reason:** Plan change by Project Engineer, adding item to allow for testing and disinfection of water main installation at the intersection of West Street and 17th Street with one disruption of service. Cost justification: agreed upon unit price. Pricing commensurate with Iowa DOT Summary of Awarded Contract Unit Prices.

Funding Details					
	STBG-SWAP-1125(618)--SG-14		2.000	\$1,457.500	\$2,915.00

8003	2516-8625000	CY	0.844	\$2,250.000	\$1,899.00
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COMBINED CONC SIDEWALK AND RETAINING WALL

**Reason:** Plan change by Project Engineer, adding cast-in-place PCC wall behind sidewalk in the SE quadrant of West Street and 17th Street to address grading concerns for 1618 N. West Street. Cost justification: agreed upon unit price. Pricing commensurate with Iowa DOT Summary of Awarded Contract Unit Prices.

Funding Details					
	STBG-SWAP-1125(618)--SG-14		0.844	\$2,250.000	\$1,899.00

2 items					Total: \$4,814.00
---------	--	--	--	--	-------------------

## Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
STBG-SWAP-1125(618)--SG-14	\$428,683.51	\$431,886.01	-\$883.15	\$431,002.86
City of Carroll	\$534,949.66	\$537,739.16	\$5,697.15	\$543,436.31

Change Order Details:

STBG-SWAP-1125(618)--SG-14 - 36918

09/08/2020

Page 3 of 4

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
2 fund packages	\$963,633.17	\$969,625.17	\$4,814.00	\$974,439.17

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Working Days	60.0 Days	60.0 Days	2.0 Days	62.0 Days

Late Start Date: 07/20/2020

**Reason:** Additional work required for pressure and bacteriological testing. Days calculated by required service disruption for testing. With the execution of this document the new Contract Period will be modified to 62.0 Working Days.

1 time limit
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# 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:** Laura A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** September 3, 2020  
**SUBJECT:** Annual Road Use Tax Financial Report for F.Y. 2019/2020

Attached is the Annual Road Use Tax Financial Report that is required to be filed by September 30, 2020. The report contains information for street related activities that occurred during Fiscal Year 2020. The report contains the same information as in years past but is in a slightly different format. For example, there are more columns to show the expenses and revenues that relate to General Fund, Road Use Tax Fund, Other Special Revenue Funds (LOST, TIF, Employee Benefit), Debt Service, Capital Projects and Utilities.

The report pages are as follows:

1. Page 1 - Expenses by fund and category
2. Page 2 – Revenues by fund and category
3. Page 3 – Street related debt
4. Page 4 – Listing of equipment used on street related activities
5. Page 5 – Street projects that were completed in FY 2020
6. Page 6 – Summary of the street related financial information

**RECOMMENDATION:** Council approval, by resolution, of the F.Y. 2019/2020 Annual Financial Road Use Tax Report.

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

A RESOLUTION APPROVING THE STREET FINANCE REPORT FOR THE FISCAL  
YEAR ENDING JUNE 30, 2020

BE IT HEREBY RESOLVED, by the City Council of the City of Carroll, Iowa that the Street Finance Report attached for the period of July 1, 2019, through June 30, 2020, as submitted by the City Clerk/Finance Director of Carroll is hereby approved.

NOW THEREFORE BE IT RESOLVED, the City Clerk/Finance Director of Carroll is approved to submit the said report to the Iowa Department of Transportation before the September 30, 2020 deadline.

PASSED and approved by the City Council for the City of Carroll on this 14th day of September, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



Street Finance Report for Carroll 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$4,138	\$345,171					\$349,309
Benefits - Roads/Streets	\$693	\$117,035					\$117,728
Operational Equipment Repair		\$17,772					\$17,772
Other Utilities		\$2,335					\$2,335
Other Contract Services		\$13,611					\$13,611
Operating Supplies	\$17,878	\$123,151					\$141,029
Postage & Safety		\$218					\$218
New Posts & Signs		\$13,970					\$13,970
Other Capital Equipment	\$23,060						\$23,060
Buildings					\$243,400		\$243,400
Street - Capacity Improvement					\$302,031		\$302,031
Other Capital Outlay	\$7,445						\$7,445
Principal Payment				\$343,950			\$343,950
Interest Payment				\$23,442			\$23,442
Bond Registration Fees				\$568			\$568
Transfer Out	\$50,000	\$740,000	\$2,825,428			\$100,000	\$3,715,428
Street Lighting	\$162,784						\$162,784
Snow Removal		\$97,989					\$97,989
Street Cleaning		\$12,927					\$12,927
Total	\$265,998	\$1,484,179	\$2,825,428	\$367,960	\$545,431	\$100,000	\$5,588,996

Street Finance Report for Carroll 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$227,772		\$125,428	\$367,960			\$721,160
TIF Revenues			\$1,200,000				\$1,200,000
Other Taxes (Hotel, LOST)			\$1,500,000				\$1,500,000
Interest					\$62,981		\$62,981
State Revenues - Road Use Taxes		\$1,298,623					\$1,298,623
Other State Grants - IDOT					\$45,000		\$45,000
Charges/fees	\$37,037					\$100,000	\$137,037
Fuel Tax Refund	\$1,189						\$1,189
Sale of Property & Merchandise		\$2,303					\$2,303
Proceeds from Debt					\$1,273,682		\$1,273,682
Transfer In		\$125,428			\$3,590,000		\$3,715,428
Total	\$265,998	\$1,426,354	\$2,825,428	\$367,960	\$4,971,663	\$100,000	\$9,957,403

Street Finance Report for Carroll 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Third Street Storm Sewer	\$1,420,000	\$275,000	\$19,523	\$198,000	\$14,057	\$1,145,000
Street Rehab 2019 (2020A GO Issuance)	\$1,505,000	\$210,000	\$13,503	\$145,950	\$9,385	\$1,295,000

Street Finance Report for Carroll 2020

Description	Model Year	Usage Type	Cost	Purchased Status
Elgin Pelican Street Sweeper #35	2015	Purchased	\$186,700	No Change
Case 721F Loader, Wheel #33	2015	Purchased	\$145,000	No Change
International 7300 Dump Truck #23	2008	Purchased	\$95,710	No Change
International 4300 Dump Truck #29	2006	Purchased	\$88,447	No Change
JD670B Motor Grader #32	1987	Purchased	\$65,000	No Change
Essick V30-3EH Roller, Steel Drum	1996	Purchased	\$8,200	No Change
Olympian DP100PI Generator #200	1999	Purchased	\$26,476	No Change
Sullair - 185DPQCA Air Compressor #205	2000	Purchased	\$13,500	No Change
Binford - TV1200DPR Roller, Steel Drum	2000	Purchased	\$22,800	No Change
Linear Dynamics Line Striper #310	1995	Purchased	\$5,800	No Change
410J John Deere Tractor Loader-Backhoe #34	2010	Purchased	\$85,500	No Change
KM8000 Hot Box/Reclaimer	2008	Purchased	\$25,900	No Change
7400 International Dump Truck #26	2012	Purchased	\$100,000	No Change
International 7400 Dump Truck #28	2012	Purchased	\$119,219	No Change
Graco 5900 Linelazer Line Striper	2012	Purchased	\$6,000	No Change
RAM Pickup Truck #22	2014	Purchased	\$25,723	No Change
Ford Truck, Aerial #36	2014	Purchased	\$117,200	No Change
Case Skid Loader, SBV84 #31	2015	Purchased	\$44,770	No Change
40' Blitz Screed	2015	Purchased	\$10,325	No Change
Pavement Crack Saw	2015	Purchased	\$7,900	No Change
International Med Duty Truck #27	2018	Purchased	\$149,410	No Change
Kubota outfront mower w/ cab & snowblower	2013	Purchased	\$17,000	Traded
Kubota outfront mower with side discharge	2015	Purchased	\$11,800	No Change
Kubota outfront mower with side discharge	2015	Purchased	\$11,800	No Change
John Deere 1575 mower with cab & snow blower	2017	Purchased	\$30,000	No Change
International HV507 Dump Truck #24	2019	Purchased	\$135,941	No Change
Ram 1500 Pickup Truck #20	2018	Purchased	\$21,799	No Change
John Deere Tractor and snowblower	2019	Purchased	\$23,060	New

Street Finance Report for Carroll 2020

Project Description	Contract Price	Final Price	Contractor Name
Widening of U.S. 30 on the south side of the roadway from Maple Street through east of Vine Street and traffic signal replacement at Grant Road	\$1,449,836	\$1,455,565	Dixon Construction
Streetscape and associated work along Clark Street, West Street, 4th and 5th Streets	\$1,707,342	\$1,711,257	Badding Construction Company
Street resurfacing of Bluff Street, West Street, East Street Crawford Street and First Street	\$928,995	\$936,995	Ten Point Construction

Street Finance Report for Carroll 2020

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$1,805,795			\$2,533,686		\$4,339,481
Expense	\$265,998	\$1,484,179	\$2,825,428	\$367,960	\$545,431	\$100,000	\$5,588,996
Revenue	\$265,998	\$1,426,354	\$2,825,428	\$367,960	\$4,971,663	\$100,000	\$9,957,403
Ending Balance		\$1,747,970			\$6,959,918		\$8,707,888

Resolution Number:

Execution Date: 9/14/2020

Signature: Laura A. Schaefer

# 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:** September 9, 2020

**SUBJECT:** Downtown Streetscape Phase 10

- Report of Proposal Opening
- Consideration of Award of Contract

On September 8, Proposals for the construction of the Downtown Streetscape Phase 10 project were received, opened and tabulated. Two Proposals were received as follows:

Bidding Construction	\$1,039,036.28
Ten Point Construction Co., Inc.	\$1,172,873.92

A detailed Summary of Proposals Received is attached.

Bidding Construction is the lowest responsive, responsible bidder.

Based on the lowest Proposal, the current project cost estimate is as follows:

Design	\$ 103,475.00
Construction	<u>\$1,039,036.28</u>
Total	\$1,142,511.28

Proposed funding for the project is as follows:

Water Utility Fund Loan/ Tax Increment Financing Repayment	\$1,241,734.00
Interest (07-31-20)	<u>\$ 3,250.16</u>
Total	\$1,244,984.16

Downtown Streetscape Phase 10  
Report of Proposal Opening  
Consideration of Award of Contract  
September 9, 2020  
Page 2

The project schedule is anticipated as follows:

Proposal Award Consideration	September 14, 2020
Substantial Completion	September 30, 2020

**RECOMMENDATION:** Mayor and City Council consideration of the Resolution awarding the Contract for the Downtown Streetscape Phase 10 project to Badding Construction at their bid price of \$1,039,036.28.

RMK:ds

attachments (2)





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

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE  
DOWNTOWN STREETScape PHASE 10 PROJECT.

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

WHEREAS, the following Proposal for the construction of public improvements described in general as the Downtown Streetscape Phase 10 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible Proposal for said work as follows:

Contractor:	Badding Construction
Amount of Proposal:	\$1,039,036.28
Portion of Project:	All Construction Work;

and,

WHEREAS, the City Council has determined that award of the construction contract is in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Badding Construction for the construction of the Downtown Streetscape Phase 10 project, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 14<sup>th</sup> day of September, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** September 10, 2020

**SUBJECT:** Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the Westfield Urban Renewal Plan in the City of Carroll, State of Iowa.

With their new retail and service center, Western Iowa Networks has requested the City consider providing an incentive to pay for stormwater improvements adjacent to their site. The incentive would be in the form of a tax increment financing (TIF) rebate. The first step in the process is to amend the Westfield Urban Renewal Plan (UR Plan) which is currently in place at the site.

Additionally, in 2007-2009 the City engaged in a number of Urban Renewal Projects including the construction of public improvements (street work and related underground utilities) in the Area in support of an economic development project that was paid with City Road Use Tax funds, with the expectation that the developer was going to reimburse the City. Unfortunately, the developer has not reimbursed the City for those project costs and the City now intends to reimburse the City Road Use Tax funds with TIF funds from the Area. This amendment allows the City to reimburse the City Road Use Tax funds in the amount of \$144,802.62 related for the work that was completed.

The City has been working with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to make necessary changes to the UR plan. Also attached is a resolution to start the process to amend the current UR plan. The resolution accomplishes a number of legally required steps in this process including:

- (i) setting the date for a consultation with all affected tax entities (September 21),
- (ii) designating the City Manager as the representative for the city for the consultation,
- (iii) directing notice to be mailed to all affected taxing entities (Carroll County and Carroll Community School District),
- (iv) setting a public hearing for the proposed plan (October 12),
- (v) directing notice of public hearing to be published, and
- (vi) directing a copy of the proposed plan be on file in the City Clerk's office for inspection.

Upon Council approval of the attached resolution, consultation with the affected taxing entities will be scheduled for September 21, 2020 at 10 AM and public hearing and adoption of the proposed UR plan to be held at the October 12, 2020 Council meeting at 5:15 PM. After amending the UR plan, the Council would then consider the approval of a potential development agreement.

**RECOMMENDATION:** Council consideration and approval of the attached resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the Westfield Urban Renewal Plan in the City of Carroll, State of Iowa.

## **ITEM TO INCLUDE ON AGENDA**

### **CITY OF CARROLL, IOWA**

September 14, 2020

5:15 P.M.

#### Westfield Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the Westfield Urban Renewal Plan in the City of Carroll, State of Iowa.

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,  
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

September 14, 2020

The City Council of the City of Carroll, State of Iowa, met in \_\_\_\_\_ session,  
at 5:15 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and  
the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1 TO THE WESTFIELD URBAN RENEWAL PLAN IN THE CITY OF CARROLL, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

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

\_\_\_\_\_

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

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

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

RESOLUTION SETTING DATES OF A CONSULTATION AND  
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1  
TO THE WESTFIELD URBAN RENEWAL PLAN IN THE CITY  
OF CARROLL, STATE OF IOWA

WHEREAS, by Resolution adopted in 2007, 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 Westfield Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Westfield Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Carroll County; and

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

The Westfield Addition to the City of Carroll, Iowa; and

Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and

A parcel whose point of beginning is the southwest corner of the Westfield Addition to the City of Carroll, Iowa; thence south along the extended western boundary line of Westfield Addition to the southerly boundary of the right-of-way of US Highway 30; thence generally in an easterly direction along the southerly boundary of the right-of-way of US Highway 30 to a point on the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which is directly south of the southeast corner of Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence northerly along the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa to the southeast corner of Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence westerly along the south boundaries of Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, and the Westfield Addition to the point of beginning.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 1 does not add new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the September 21, 2020, and the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 1, the notice to be in substantially the following form:



NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE  
CITY OF CARROLL, STATE OF IOWA AND ALL AFFECTED  
TAXING ENTITIES CONCERNING THE PROPOSED  
AMENDMENT NO. 1 TO THE WESTFIELD URBAN  
RENEWAL PLAN FOR THE CITY OF CARROLL, STATE OF  
IOWA

The City of Carroll, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on September 21, 2020, concerning a proposed Amendment No. 1 to the Westfield Urban Renewal Plan for the Westfield Urban Renewal Area, a copy of which is attached hereto.

Due to the current COVID-19 situation that makes it "impossible and impractical" to meet in one location the Carroll City Hall will remain closed for the September 21, 2020 consultation meeting. However, the meeting will be made available telephonically. The taxing entities will be able to hear and participate in the consultation meeting by calling: 1 (877) 568-4106 and when prompted, enter the following Access Code: 636 298 469 #. Individuals may start calling in at 9:45 A.M. for the meeting. Individuals may also join the meeting from a computer, tablet or smartphone by going to <https://global.gotomeeting.com/join/636298469>.

Each affected taxing entity may appoint a representative to participate in the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or his delegate, as the designated representative of the City of Carroll, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Westfield Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 before the City Council at its meeting on October 12, 2020, which commences at 5:15 P.M.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Carroll Times Herald, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A  
PROPOSED AMENDMENT NO. 1 TO THE WESTFIELD URBAN  
RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY  
OF CARROLL, STATE OF IOWA

The City Council of the City of Carroll, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:15 P.M. on October 12, to consider adoption of a proposed Amendment No. 1 to the Westfield Urban Renewal Plan (the "Amendment") concerning the Westfield Urban Renewal Area in the City of Carroll, State of Iowa.

Due to the current COVID-19 situation that makes it "impossible and impractical" to meet in one location the Carroll City Hall will remain closed to the public for the October 12, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling: 1 (877) 568-4106 and when prompted, enter the following Access Code: 636 298 469 #. Individuals may start calling in at 5:00 P.M. for the meeting. Individuals may also join the meeting from a computer, tablet or smartphone by going to <https://global.gotomeeting.com/join/636298469>.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. Please check the posted agenda in advance of the October 12, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the City Clerk's office at (712) 792-1000 or [LSchaefer@cityofcarroll.com](mailto:LSchaefer@cityofcarroll.com) if you have questions about the format of the meeting, or to request a copy of the Amendment.

The Westfield Urban Renewal Area contains the land legally described as follows:

The Westfield Addition to the City of Carroll, Iowa; and

Lot 1 of the Southwest Quarter (SW ¼) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and

A parcel whose point of beginning is the southwest corner of the Westfield Addition to the City of Carroll, Iowa; thence south along the extended western boundary line of Westfield Addition to the southerly boundary of the right-of-way of US Highway 30; thence generally in an easterly direction along the southerly boundary of the right-of-way of US Highway 30 to a point on the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which is directly south of the southeast corner of Lot 1 of the Southwest Quarter (SW ¼) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence northerly along the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa to the southeast corner of Lot 1 of the Southwest Quarter (SW ¼) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence westerly along the south boundaries of Lot 1 of the Southwest Quarter (SW ¼) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, and the Westfield Addition to the point of beginning.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Carroll, Iowa.

The City of Carroll, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 14<sup>th</sup> day of September, 2020.

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Mayor

ATTEST:

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City Clerk

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

**EXHIBIT 1**  
**AMENDMENT NO. 1**  
  
**to the**  
  
**WESTFIELD**  
**URBAN RENEWAL PLAN**  
  
  
**CITY OF CARROLL, IOWA**

**Original Plan – May 2007**  
**Amendment No. 1 – October 2020**

**AMENDMENT NO. 1  
to the  
WESTFIELD  
URBAN RENEWAL PLAN  
CITY OF CARROLL, IOWA**

**INTRODUCTION**

The Westfield Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Westfield Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 2007, is being further amended to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area by this Amendment No. 1 ("Amendment No. 1 or "Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the original Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

**AREA DESIGNATION**

The Area was originally designated as appropriate for the promotion of economic development (commercial and industrial). The Area continues to be appropriate for the promotion of economic development (commercial and industrial).

**BASE VALUE**

The base values of the original Urban Renewal Area will remain unchanged by this Amendment.

**DESCRIPTION OF AREA**

Even though no land is being added by this Amendment, for convenience the legal description of the Area is set out in Exhibit A, and a depiction of the Area is set out in Exhibit B.

**DEVELOPMENT PLAN/ZONING**

The City has a general plan for the physical development of the City as a whole outlined in the City of Carroll Comprehensive Plan dated February 25, 2013. The goals and objectives of this amended Urban Renewal Plan, including the urban renewal projects described herein, are in conformity with the City of Carroll Comprehensive Plan.

The Urban Renewal Area is zoned B-2. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban

Renewal Area are set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

### **PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new and existing economic development within the Area and to promote economic development (commercial and industrial). More specific objectives for the development, redevelopment and rehabilitation within the Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial, residential and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To encourage rehabilitation and promote diversity in the central business district while retaining its retail nature.
6. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
7. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
8. To improve the conditions and opportunities for economic development (commercial and industrial).
9. To help develop a sound economic base that will serve as the foundation for future growth and development.
10. To improve recreational, tourism, cultural, and educational opportunities.
11. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
12. To enhance the community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.



### **TYPES OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the Areas, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Carroll.

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

### **UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were authorized prior to the date of this Amendment. Specifically, when the Plan was originally adopted, the projects were generally described as including: "A variety of unidentified private improvements, as well as public infrastructure improvements, are expected to be constructed within the Project Area during the duration of this

Urban Renewal Plan. As such, the eventual level of City participation in both private and public improvements for the economic development of the Project Area cannot be fully determined at this time. However, to the extent that new tax increment revenues are generated and other appropriate funding sources are identified, the City may undertake a variety of project-related activities in the future.” Consistent with this general project description, in 2007-2009 the City engaged in a number of Urban Renewal Projects including the construction of public improvements (street work and related underground utilities) in the Area in support of an economic development project that were paid with City Road Use Tax funds, with the expectation that the developer was going to reimburse the City. Unfortunately, the developer has not reimbursed the City for those project costs and the City now intends to reimburse the City Road Use funds with Tax Increment from the Area. The amount of reimbursement the City intends to seek from Tax Increment related to this previously approved project is \$144,802.62.

### **ELIGIBLE URBAN RENEWAL PROJECT(S) (Amendment No. 1)**

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Westfield Urban Renewal Plan, the Eligible Urban Renewal Projects under this Amendment include:

#### **1. Development Agreements**

**A. *BTC, Inc. Development Agreement.*** The City anticipates entering into a Development Agreement with BTC, Inc. or a related entity (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 Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the expansion of their existing facility to include a 37,427 square foot building to be used for retail and technical support office, and a garage for vehicle and equipment storage, together with all related site improvements. One of the Developer's obligations under the Agreement will include job creation/retention. The proposed Agreement contemplates the Developer will complete certain Storm Sewer Improvements in support of its expansion that will be dedicated to the City. It is currently anticipated that the City would make three (3) annual payments of Economic Development Grants to Developer, each in the amount not to exceed \$66,667, with an aggregate total not to exceed \$200,000, to be paid from Tax Increment in the Area captured under Iowa Code section 403.19, under the terms and following satisfaction of the conditions set forth in the Agreement.

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

**2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$50,000

**FINANCIAL DATA**

1.	July 1, 2020 constitutional debt limit:	\$44,655,978
2.	Current outstanding general obligation debt:	\$7,040,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Updated Previously Approved Urban Renewal Projects and the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Urban Renewal Projects as described above will be approximately as stated in the next column:	\$494,802.62 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

**URBAN RENEWAL FINANCING**

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

**A. Tax Increment Financing**

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

B. General Obligation Bonds

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

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

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

**PROPERTY ACQUISITION/DISPOSITION**

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City will enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

**RELOCATION**

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

**URBAN RENEWAL PLAN AMENDMENTS**

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend

property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

#### **EFFECTIVE PERIOD**

This Amendment No. 1 to the Carroll Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, including all Amendment Areas, for the maximum period allowed by law.

#### **REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

EXHIBIT A

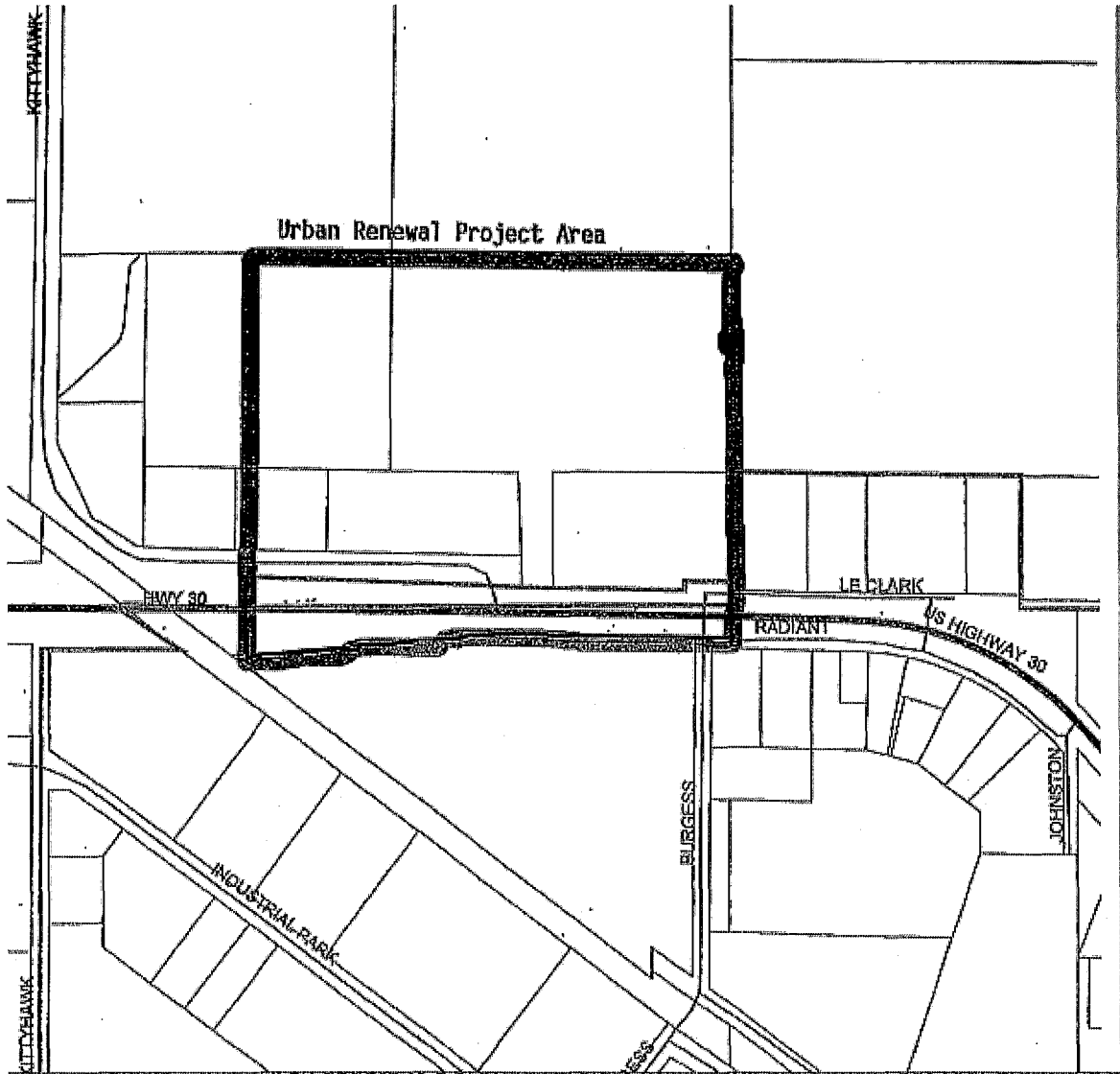
LEGAL DESCRIPTION OF THE WESTFIELD URBAN RENEWAL AREA

The Westfield Addition to the City of Carroll, Iowa; and

Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and

A parcel whose point of beginning is the southwest corner of the Westfield Addition to the City of Carroll, Iowa; thence south along the extended western boundary line of Westfield Addition to the southerly boundary of the right-of-way of US Highway 30; thence generally in an easterly direction along the southerly boundary of the right-of-way of US Highway 30 to a point on the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which is directly south of the southeast corner of Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence northerly along the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa to the southeast corner of Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence westerly along the south boundaries of Lot 1 of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, and the Westfield Addition to the point of beginning.

EXHIBIT B  
MAP OF THE WESTFIELD URBAN RENEWAL AREA



01747412-1\10275-074

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 \_\_\_\_\_, 2020.

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

(SEAL)

01764818-1\10275-074



# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** September 10, 2020

**SUBJECT:** Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with BTC, Inc.

A request was received from BTC, Inc. (dba Western Iowa Networks) to provide an incentive in the form of a Tax Increment Financing (TIF) rebate for them to complete storm water improvements adjacent to their new building at the NE corner of Market St and Kittyhawk Ave. Attached is a copy of the draft Development Agreement that enables the proposed TIF rebate.

The Development Agreement outlines the terms and conditions of the incentive. The incentive will rebate the actual cost of the project up to \$200,000. It is proposed that BTC, Inc. be rebated their cost with TIF proceeds over three years starting in December 2023, which is the first year they will pay taxes on the full value of the new building.

The City worked with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to create the draft Development Agreement.

It is requested that the City Council consider setting a public hearing on the proposed adoption of the Development Agreement for the October 12, 2020 Council meeting at 5:15 PM.

**RECOMMENDATION:** Council consideration and approval of the attached resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with BTC, Inc.

## **ITEM TO INCLUDE ON AGENDA**

### **CITY OF CARROLL, IOWA**

September 14, 2020

5:15 P.M.

#### Westfield Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with BTC, Inc.

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,  
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

September 14, 2020

The City Council of the City of Carroll in the State of Iowa, met in \_\_\_\_\_  
session, at 5:15 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the  
chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

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

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

\_\_\_\_\_

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

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

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

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

WHEREAS, by Resolution adopted in 2007, 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 Westfield Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Westfield 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, the Plan is proposed to be amended by an Amendment No. 1, planned for the Council's consideration on October 12, 2020; 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 BTC, Inc. (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 and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), the Minimum Improvements consisting of the construction of a 37,427 square foot building to be used for retail and a technical support office, and a garage for vehicle and equipment storage, and the Public Improvements to include storm sewer improvements to be completed by Developer and dedicated to the City, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to six (6) consecutive semi-annual payments of Economic Development Grants to Developer, each in the amount of 1/6 of the Public Improvements Costs (as defined in the Agreement) but not to exceed \$33,333; the maximum cumulative total for all Grants not to exceed the lesser of (i) the amount of the Public Improvements Costs, or (ii) \$200,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the 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, Code of Iowa, taking into account the factors set forth therein; and

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

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

Section 1. That this Council meet at 5:15 P.M. on October 12, 2020, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with BTC, Inc.

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

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

**(One publication required)**

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

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on October 12, 2020, at 5:15 P.M., at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with BTC, Inc. (the "Developer").

Due to the current COVID-19 situation that makes it "impossible and impractical" to meet in one location the Carroll City Hall will remain closed to the public for the October 12, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling: 1 (877) 568-4106 and when prompted, enter the following Access Code: 636 298 469 #. Individuals may start calling in at 5:00 P.M. for the meeting. Individuals may also join the meeting from a computer, tablet or smartphone by going to <https://global.gotomeeting.com/join/636298469>.

Please check the posted agenda in advance of the October 12, 2020 meeting for any updates to the manner in which the public may access the meeting. Please contact the City Clerk's office at (712) 792-1000 or [LSchaefer@cityofcarroll.com](mailto:LSchaefer@cityofcarroll.com) if you have questions about the format of the meeting, or to request a copy of the Agreement.

The Agreement would obligate the Developer to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Westfield Urban Renewal Area as defined and legally described in the Agreement, the Minimum Improvements consisting of the construction of a 37,427 square foot building to be used for retail and a technical support office, and a garage for vehicle and equipment storage, and the Public Improvements to include storm sewer improvements to be completed by Developer and dedicated to the City, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to six (6) consecutive semi-annual payments of Economic Development Grants to Developer, each in the amount of 1/6 of the Public Improvements Costs (as defined in the Agreement), not to exceed \$33,333. The maximum cumulative total for all Grants is not to exceed the lesser of (i) the amount of the Public Improvements Costs, or (ii) \$200,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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City Clerk, City of Carroll in the State of Iowa

(End of Notice)



PASSED AND APPROVED this 14<sup>th</sup> day of September, 2020.

---

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 \_\_\_\_\_, 2020.

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

(SEAL)

01764942-1\10275-075

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

BTC, INC.

\_\_\_\_\_, 2020

AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF CARROLL, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (“Urban Renewal Act”), and BTC, INC., an Iowa for profit company having offices for the transaction of business at 112 East Main Street, Breda, IA 51436 (“Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Westfield Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan approved for such area and adopted in 2007, and subsequently amended by Amendment No. 1 in 2020; and

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

WHEREAS, Developer owns or will own certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (“Development Property”); and

WHEREAS, Developer shall build Minimum Improvements on the Development Property; and

WHEREAS, Developer shall build certain Public Improvements which benefit, among other things, the Development Property; and which, upon acceptance by the City, shall be dedicated to the City; and

WHEREAS, Developer shall operate the Minimum Improvements as set forth herein; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment 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 promises 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.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibits C-1 or C-2 and hereby made a part of this Agreement.

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

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means BTC, Inc., an Iowa for profit company, and its permitted successors and assigns.

Development Property means that portion of the Westfield Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement that have continued beyond applicable notice and cure periods.

Full-Time Equivalent Employment Unit means the employment of one natural person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year, including paid holidays, vacations, and other paid leave.

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

Minimum Improvements means the construction of improvements more particularly described in Exhibits B-1 and B-2 attached to this Agreement.

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

Ordinance means an Ordinance of the City, under which the taxes levied on taxable property in Urban Renewal Area shall be divided and a portion paid into the Westfield Urban Renewal Tax Increment Revenue Fund under the provisions of Iowa Code section 403.19.

Project means the construction of the Minimum Improvements and the Public Improvements on the Development Property as described in this Agreement.

Public Improvement Costs means the costs and expenses related to the design and construction of the Public Improvements, and landscaping, grading, drainage, engineering, plans, and specifications related to those improvements, as more particularly described herein.

Public Improvements means the construction of improvements to be completed by the Developer and dedicated to the City, as more particularly described in Exhibits B-1 and B-2 attached to this Agreement.

Tax Increments means the property tax revenues divided and made available to the City for deposit in the Westfield Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 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, delays in transportation or delivery of material or equipment, litigation commenced by third parties, pandemics, or the acts of any federal, State, or local governmental unit (other than the City, with respect to a City-claimed delay).

Urban Renewal Area means the area known as the Westfield Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Westfield Urban Renewal Area, described in the preambles hereof.

Westfield Urban Renewal 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 will be 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.

## 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 municipality 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, 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. Developer makes the following representations and warranties:

a. The Developer is an Iowa for profit company, duly organized and validly existing under the laws of the State of Iowa and it 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 the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by 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 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 Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which 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 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 of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State, or federal official that the activities of 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). 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 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.

f. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with operation of the Minimum Improvements.

g. Developer shall cause the Minimum Improvements and Public Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Reserved.

i. Developer shall dedicate the Public Improvements in the Development Property to the City upon acceptance by the City, at no cost to the City.

j. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall 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 or Public Improvements, as applicable, may be lawfully constructed.

k. The construction of the Minimum Improvements will require a total investment of not less than \$8,200,000.

l. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by May 1, 2021.

m. The construction of the Public Improvements will require a total investment of approximately \$200,000.

n. Developer expects that, barring Unavoidable Delays, the Public Improvements will be completed by May 1, 2021.

o. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to



successfully complete the Minimum Improvements and Public Improvements in accordance with the Construction Plans contemplated in this Agreement.

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

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements and Public Improvements. Developer agrees that it will cause the Minimum Improvements and the Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Minimum Improvements and the Public Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in the Construction Plans, the construction of which is anticipated to require a total investment of not less than \$8,200,000 for Minimum Improvements and approximately \$200,000 for Public Improvements.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Minimum Improvements and the Public Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and the Public Improvements; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans for the Minimum Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances and regulations.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements or Public Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements and the Public Improvements to be undertaken and completed: (i) by no later than May 1, 2021, with respect to the Public Improvements and no later than May 1, 2021, with respect to the Minimum Improvements; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements and Public Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements and the Public Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.4. Certificates of Completion.

a. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Minimum Improvements, the City shall furnish Developer with a Certificate of Completion for the Minimum Improvements in recordable form, in substantially the form set forth in Exhibit C-1 attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

b. Within fifteen (15) business days after written request by Developer, the City shall furnish Developer with a Certificate of Completion for the Public Improvements in recordable form, in substantially the form set forth in Exhibit C-2 attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Public Improvements.

c. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements or Public Improvements, as applicable, in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

d. The Certificates of Completion may be recorded in the Carroll County Recorder's Office at Developer's sole expense.

Section 3.5. Dedication of Public Improvements. Upon notice of completion of the Public Improvements, the City shall inspect the Public Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Public Improvements have been duly completed in compliance with this Agreement and all City ordinances, policies, and procedures, the bonds required by Section 3.7 have been provided, and the City approves the Public Improvements, the Developer shall dedicate the Public Improvements to the City and the City shall accept said dedication, at no cost to the City. If the City determines that the Public Improvements are not acceptable, it shall notify the Developer in the same manner as refusal to provide a Certificate of Completion as described in Section 3.4(c).

Section 3.6. No Special Legal Entitlements to Public Improvements.

a. Developer recognizes and agrees that upon dedication to the City the Public Improvements shall be owned and maintained 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, maintenance, or use of the Public Improvements.

b. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 3.7. 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 Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given Project of the Public Improvements shall remain in effect until construction of such Public Improvements is completed, at which time a four-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees.

Section 3.8. 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 or leased by them. 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 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.

b. They will not seek any tax exemption, rebate, deferral, other abatement or any kind of incentive 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 date of execution of this Agreement and the Termination Date.

#### ARTICLE IV. INSURANCE

##### Section 4.1. 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 Public 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 Minimum 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, 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 follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement

value” shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers’ compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers’ compensation.

c. All insurance required by this Article IV to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, as applicable, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to Developer and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party’s coverage to be less than the minimum requirements as set forth in this Agreement, the Developer will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article IV, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

#### ARTICLE V. FURTHER COVENANTS OF DEVELOPER

Section 5.1. Maintenance of Development Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Improvements, 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.

Section 5.2. Maintenance of Records. 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 their business and affairs relating to this Project, and will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws/Non-Discrimination. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements, Public Improvements, and Development Property. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee 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, 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 5.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 5.5. Employment. No later than 90 days from issuance of a certificate of occupancy for the Minimum Improvements, Developer shall employ at least 20 Full-Time Equivalent Employment Units at the Development Property, which number shall increase to 23 Full-Time Equivalent Employment Units at the Development Property as of July 1, 2022, and thereafter Developer shall retain a Monthly Average of at least 23 Full-Time Equivalent Employment Units until the Termination Date of this Agreement. Developer's Annual Certification, due by no later than the 15<sup>th</sup> day of after issuance of a certificate of occupancy for the Minimum Improvements, shall show that a Monthly Average of at least the number of Full-Time Equivalent Employment Units set forth above has been maintained over the preceding twelve (12) month period.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (prorated for the first certification), as shown in Developer's Annual Certification in Section 5.6. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Developer does not meet the

requirements of this Section 5.5. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 5.6. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed at the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than the 15<sup>th</sup> day of the 15<sup>th</sup> full month after issuance of a certificate of occupancy for the Minimum Improvements, and each October 15<sup>th</sup> thereafter until October 15, 2025. Developer shall provide supporting information for the Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

If Developer has failed to provide an annual certification by the 15<sup>th</sup> day of the 15<sup>th</sup> month after issuance of a certificate of occupancy for the Minimum Improvements, or by October 15 in a particular year, the same shall be considered an Event of Default, for which the City will send written notice to Developer for cure.

Section 5.7. Term of Operation. Developer shall maintain its operations on the Development Property, including the employment of employees as described in Section 5.5, until the Termination Date of this Agreement.

Section 5.8. Developer's Certification of Public Improvement Costs. Developer shall certify to the City (the "Developer Certification") the amount of all Public Improvement Costs submitted for reimbursement as Economic Development Grants to be paid to the Developer and shall certify that such amounts are true and correct. See Exhibit F for the form of Developer Certification. Such Developer Certification shall be provided not later than October 15 of each year in which Developer incurs Public Improvement Costs as provided in Section 7.1(a)(iv) of this Agreement. Along with its Developer Certification, Developer shall attach documentation showing substantiation of Public Improvement Costs as provided in Section 7.1(a)(iv) of this Agreement. Developer shall provide additional supporting information for its Developer Certification upon request of the City.

Section 5.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum

Improvements and Public Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements and Public Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements and Public Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements and Public Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements and Public Improvements shall be paid when due.

#### ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 6.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement represents and agrees that, prior to the Termination Date, Developer will maintain its existence and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign their interest in the this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer or its successors or assigns, agree that (except with respect to the dedication of any right of way to the City) the Minimum Improvements and Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements 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 VII. ECONOMIC DEVELOPMENT GRANTS

##### Section 7.1. Economic Development Grants.

a. Payment of 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 six (6) consecutive semi-annual payments of Economic Development Grants to the Developer under the following terms and conditions.

i. Schedule of Grants. Assuming completion of the Minimum Improvements by May 1, 2021, full assessment of the Minimum Improvements on January 1, 2022, timely certification of the Public Improvement costs by Developer, and debt certification to the Carroll



County Auditor by the City prior to December 1, 2022, the Economic Development Grants shall commence on December 1, 2023, and end on June 1, 2026, under the following schedule:

December 1, 2023	1/6 of the Public Improvement Costs (not to exceed \$33,333)
June 1, 2024	1/6 of the Public Improvement Costs (not to exceed \$33,333)
December 1, 2024	1/6 of the Public Improvement Costs (not to exceed \$33,333)
June 1, 2025	1/6 of the Public Improvement Costs (not to exceed \$33,333)
December 1, 2025	1/6 of the Public Improvement Costs (not to exceed \$33,333)
June 1, 2026	1/6 of the Public Improvement Costs (not to exceed \$33,333)

ii. Maximum Amount of Grants. Notwithstanding the foregoing, in no event shall the aggregate amount of the Economic Development Grants exceed the lesser of: (a) \$200,000, or (b) the aggregate amount of the Public Improvement Costs submitted to and approved by the City as a part of Developer's completion of the Public Improvements.

iii. Limitations. Developer acknowledges that payment shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the taxable property described in the Ordinance. The City makes no assurance that the Developer will receive Economic Development Grants which equal the Maximum stated in Section 7.1(a)(ii).

iv. Certification of Public Improvement Costs. 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 Developer Certification required under Section 5.8 hereof and the City's approval thereof. Developer must submit accurate and sufficient documentation of the Public Improvement Costs to the City as part of its Developer Certification.

Section 7.2. Conditions Precedent. Notwithstanding the provisions of Section 7.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement by Developer at the time of payment; and
- (b) Developer's construction of the Minimum Improvements and Public Improvements consistent with this Agreement; and
- (c) Developer's timely filing of the certifications set forth in Section 5.6, including the Developer Annual Certification; and
- (d) Developer's timely filing of the Developer Certification as set forth in Sections 5.8 and 7.1(a)(iv).

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 7.1(a)(ii).

After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed under Section 5.6 and the Developer Certification is timely filed under Section 5.8, the City shall certify to Carroll County, Iowa (the "County") prior to December 1 of that year its request for Tax Increments to be collected by the County and paid to the City as taxes are paid during the following fiscal year and to thereafter be disbursed to Developer as set forth in this Agreement. (Example: assuming completion by May 1, 2021, and first full assessment on January 1, 2022, if Developer timely certifies the costs of the Public Improvements, Developer certifies in October 2022, and the City certifies to the County by December 1, 2022, the first Economic Development Grant would be paid to Developer on December 1, 2023). Compliance with the terms and conditions of this Agreement is a condition precedent to receiving any Economic Development Grant.

### Section 7.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts of incremental property tax revenues that are received by the City from Carroll County that are deposited and held in the Westfield Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to use Tax Increments collected and allocated to the Westfield Urban Renewal Tax Increment Revenue Fund of the City 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. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council of the City (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 7.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 7.1, is not authorized or is not an otherwise 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 or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) semi-annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 7.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 7.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer under this Agreement, or any available Tax Increments 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 an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

#### ARTICLE VIII. RESERVED

#### ARTICLE IX. INDEMNIFICATION

##### Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenant and agree that the Indemnified Parties shall not be liable for, and agree 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 Minimum Improvements, Public Improvements (until such time as they are conveyed to the City), or Development Property.

b. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree 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 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 and, until accepted by the City, the Public 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 Developer, or its officers, agents, servants, or employees or any other person who may be about the Public Improvements, Minimum Improvements, or Development Property 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 IX shall survive the termination of this Agreement.

#### ARTICLE X. REMEDIES

Section 10.1. 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 during the Term of this Agreement:

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

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

c. Transfer of Developer’s interest in the Development Property, Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. Failure by Developer to employ employees on the Development Property as required herein;

f. 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;

g. 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 as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity's 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 Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by 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; or

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of any Mortgage (but only to the extent the City has been informed in writing of the existence of a 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 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 Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificates of Completion;

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 Developer under this Agreement; or

e. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VII hereof, 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 amounts from Developer.

Section 10.3. 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 10.4. 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 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, and the City prevails in an action to enforce this Agreement, Developer agrees that the defaulting party shall, upon 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 XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer warrants that, to their best knowledge and belief after due inquiry, no officer or employee of the City, or their 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 11.2. 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 Developer, is addressed or delivered personally to BTC, Inc. 112 East Main Street, Breda, Iowa 51436, Attn: Jeff Roiland, CEO;
- b. In the case of the City, is addressed to or delivered personally to the City at 627 North Adams Street, Carroll, Iowa 51401, Attn: Laura Schaefer, City Clerk;

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 11.3. 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 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among 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 11.7. 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 permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2026, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The Parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, 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 all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, 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, and Developer has caused this Agreement to be duly executed in their names and behalf by its authorized representative, all on or as of the day first above written.

*[Signatures start on the next page]*

(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 \_\_\_\_\_, 2020, 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



BTC, INC.,  
an Iowa for profit company

By: \_\_\_\_\_  
Jeff Roiland, CEO

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Roiland, to me personally known, who, being by me duly sworn, did say that he is the CEO of BTC, Inc. and that said instrument was signed on behalf of said company; and that the said CEO as such 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

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

Lot 2, Block 1, Westfield Second Addition, Carroll, Iowa

Parcel No. 06-14-376-003

## EXHIBIT B-1

### MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Minimum Improvements shall mean the construction of a 37,427 square foot building to be used for retail and technical support office, and a garage for vehicle and equipment storage, together with all related site improvements.

The construction of the Minimum Improvements is expected to be completed by May 1, 2021. Construction costs for the Minimum Improvements are anticipated to be no less than approximately \$8,200,000.

Public Improvements shall mean the construction and installation by Developer of underground storm water improvements along Market Drive. The construction of the storm water improvements will be completed by May 1, 2021, which improvements shall be dedicated to the City upon completion.

Construction costs for the Public Improvements are anticipated to be approximately \$200,000.

See Exhibit B-2 for a depiction of the anticipated improvements to the Development Property.

EXHIBIT B-2

EXHIBIT B-2 (cont.)

EXHIBIT C-1  
CERTIFICATE OF COMPLETION  
MINIMUM IMPROVEMENTS

WHEREAS, the City of Carroll, Iowa (the “City”) and BTC, Inc. (the “Developer”) did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and operate certain real property located within the City and as more particularly described as follows:

Lot 2, Block 1, Westfield Second Addition, Carroll, Iowa

Parcel No. 06-14-376-003

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Carroll County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

*[Signatures Start on Next Page]*

CITY OF CARROLL, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF CARROLL )

Notary Public in and for the State of Iowa

C-3

EXHIBIT C-2  
CERTIFICATE OF COMPLETION  
PUBLIC IMPROVEMENTS

WHEREAS, the City of Carroll, Iowa (the “City”) and BTC, Inc. (the “Developer”) did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2020, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop certain real property located within the City and as more particularly described as follows:

Lot 2, Block 1, Westfield Second Addition, Carroll, Iowa

Parcel No. 06-14-376-003

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Public Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Public Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Public Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever Carroll County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Public Improvements set forth in the Agreement.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

*[Signatures Start on Next Page]*



(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 \_\_\_\_\_, 20\_\_, 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 Certificate of Completion for Public Improvements]*

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: City Clerk, City of Carroll, 627 North Adams Street, Carroll, IA 51401

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EXHIBIT D  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the “City”) and BTC, Inc. (the “Developer”) did on or about the \_\_\_\_ day of \_\_\_\_\_, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Westfield Urban Renewal Plan (the “Plan”), to develop and operate certain real property located within the City and within the Westfield Urban Renewal Area, more particularly described as follows:

Lot 2, Block 1, Westfield Second Addition, Carroll, Iowa

Parcel No. 06-14-376-003

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2020 and terminates on December 31, 2026, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said

Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Carroll, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(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 \_\_\_\_\_, 2020, 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 City of Carroll]*

BTC, INC.,  
an Iowa for profit company

By: \_\_\_\_\_  
Jeff Roiland, CEO

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Roiland, to me personally known, who, being by me duly sworn, did say that he is the CEO of BTC, Inc. and that said instrument was signed on behalf of said company; and that the said CEO as such 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 Developer]*

EXHIBIT E  
DEVELOPER ANNUAL CERTIFICATION  
(due by October 15th as required under terms of Development Agreement)

BTC, Inc. (the "Developer") certifies the following:

During the time period covered by this Developer Annual Certification, Developer is and was in compliance with Section 5.6 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property in the Westfield Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Developer Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 20\_\_, at a full assessment value of \$\_\_\_\_\_, and are currently assessed at \$\_\_\_\_\_;

(iii) the number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May 1, 20__ : _____	November 1, 20__ : _____

(iv) the undersigned officer of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officers have disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BTC, INC.

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

**EXHIBIT F**  
**DEVELOPER CERTIFICATION OF PUBLIC IMPROVEMENT COSTS**

BTC, Inc. (the “Developer”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Public Improvements that are the subject of an Agreement for Private Development entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the City of Carroll, Iowa and the Developer (the “Agreement”).

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

If you need additional space please attach another table.

**Attach actual receipts and invoices**

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

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.

BTC, INC.,  
an Iowa for profit company

By: Jeff Roiland, CEO

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Roiland, to me personally known, who, being by me duly sworn, did say that he is the CEO of BTC, Inc. and that said instrument was signed on behalf of said company; and that the said CEO as such 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 Developer Certification of Costs]*

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# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** September 10, 2020

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) –
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) –
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) –
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) – **August 10, 2020**
5. Parks, Recreation & Cultural Advisory Board (meets 1<sup>st</sup> Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) –
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, August 10, 2020, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Don Mensen, airport manger 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.

#### 3/21 RE-HAB PROJECT

Comm. Siemann reported the City received the FAA grant for the 3/21 Re-Hab Project. A motion by Comm. Wittrock and seconded by Comm. Fulton was made to have Chairman Hutcheson and Secretary Wittrock sign the resolution approving contract and bond for the project executed by Fahrner Asphalt Sealers, LLC of Dubuque, Iowa dated June 19, 2020. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. The pre-construction meeting will follow.

#### FLIGHT BREAKFAST

Comm. Fulton reported that the Lodge was not in favor of doing the FLight Breakfast and due to the pandemic a motion by Comm. Siemann and seconded by Comm. Wittrock was made not to proceed with the Flight Breakfast. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Comm. Vincent commented that at a later date the airport should be show cased.

#### TOPICS DISCUSSED:

During the recent storm there was a power surge and it took out a couple of street lights and lights in a hanger.

Due to the drought, Comm. Vincent suggested Don check with Nutrien Ag Solutions before spraying this fall.

Remove a tree off runway 3.

Carroll Airport Commission

Regular Meeting

Monday, September 14, 2020

Arthur Neu Airport

5:30 P.M.

Agenda

Approve minutes from previous meeting  
and special meeting as of 7-2-20

3/21 Re-Hab Project

Spraying Grounds

New Business

Approve monthly bills

Replace broken blind upstairs in the terminal.

BILLS

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

Carroll Aviation	contract	\$ 6,800.00
Tigges Overhead Doors	hanger door repair	100.00
Wittrock Motor	July car rental	349.00
Raccoon Valley Elec	July electric service	1,162.15
Moorhouse REady Mix	cement/fuel tanks	1,112.50
Unified Contracting	repair fuel delivery	543.25
Raccoon Valley Elec	(AM) July electric	302.03
Blueglobes LLC	runway lights repair	1,468.88
Bomgaars	repairs/misc'l supplies	120.48
Ecowater	cooler rent/water	162.95
Carroll Refuse	July garbage	72.00
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Fulton 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.

There being no further business, a motion by Comm. Siemann a and seconded by Comm. Vincent was made to adjourn at 6:29 P.M..

The next regular meeting of the Carroll Airport Commission will be September 14, 2020, at the Arthur Neu Airport.

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

ATTEST:

\_\_\_\_\_

Carroll Airport Commission

August 10, 2020

\$ 12,543.24

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