

# 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:** October 12, 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 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:

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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**AMENDED AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the September 28 Meeting
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    1. None
  - D. Street Maintenance Facility - Construction Materials Testing Proposal
  - E. Firefighter Resignation and Appointment
  - F. Appointment to Committees, Commissions and Boards
    - Appointment by Mayor with Council Approval
      1. Julie Perkins – Library Board of Trustees (6-year unexpired term to expire 12-31-22)
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
  - A. MidAmerican Energy Company
    - 1. Public Hearing on Proposed MidAmerican Energy Company Franchise Agreement**
    2. An ordinance repealing Ordinance No. 9506 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Carroll, Iowa, an electric system and communications facilities and to furnish and sell electric energy to the city and its inhabitants and authorizing the city to collect franchise fees for a period of 20 years
    - 3. Public Hearing on a proposed revenue purpose statement for proposed electric franchise fees**
    4. Resolution adopting revenue purpose statement regarding use of revenues from proposed electric franchise fees pursuant to Iowa Code § 364.2(4)(f)
  - B. Carroll City Ordinance Chapter 46.02, 121.01, and 121.07 Amendment – Cigarette and Tobacco Ordinance Changes
  - C. Carroll City Ordinance Chapter 1 Section 14 Amendment – Fines and Fees

VI. Resolutions

A. Westfield Urban Renewal Plan

1. Public Hearing on the proposed Amendment No. 1 to the Westfield Urban Renewal Plan
2. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the Westfield Urban Renewal Plan
3. Public Hearing on the proposal to enter into a Development Agreement with BTC, Inc.
4. Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and BTC, Inc.

B. 224 N Main St – Request for Redevelopment Proposals (RFP)

VII. Reports

- A. Set Public Hearing Date for FY 2020/2021 Budget Amendment #1
- B. Ash Tree Removal – 2020 Phase II
- C. Report of Bid Opening – Stand-On Mower - 2020
- D. Report of Bid Opening – Cemetery Truck - 2020

VIII. Committee Reports

IX. Comments from the Mayor

X. Comments from the City Council

XI. Comments from the City Manager

XII. Work Session on Park and Recreation Items

A. User Fees

B. Cemetery Grave Decorations

XIII. Adjourn

October/November Meetings:

Airport Commission – October 12, 2020 – Airport Terminal Building - 21177 Quail Avenue

~~Planning and Zoning Commission – October 14, 2020 – City Hall – 627 N Adams Street~~

Council Planning Session – October 15, 2020 – Conservation Education Center – 22676 Swan Lake Drive

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

Board of Adjustment – November 2, 2020 – City Hall – 627 N Adams Street

Parks, Recreation and Cultural Advisory Board – November 2020 – City Hall - 627 N Adams Street

City Council – November 9, 2020 – City Hall – 627 N Adams Street

Airport Commission – November 9, 2020 – Airport Terminal Building - 21177 Quail Avenue

Planning and Zoning Commission – November 11, 2020 – City Hall - 627 N Adams Street

Library Board of Trustees – November 16, 2020 – Carroll Public Library – 118 E 5<sup>th</sup> Street

City Council – November 23, 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

SEPTEMBER 28, 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 September 28, 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, Mike Kots and Carolyn Siemann. Absent: None. 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.

\* \* \* \* \*

It was moved by Haley, seconded by Boes, to approve the following items on the consent agenda: a) minutes of the September 14, 2020 Council meeting, as written; b) bills and claims in the amount of \$516,486.41; c) Renewal of Class "C" Liquor License (Commercial) with Sunday Sales and Outdoor Service – *Bloomer's, Inc.*; d) acceptance of the resignation of Volunteer Firefighter Jordan Lickteig and the approval of Shawn Pottebaum as a member of the Carroll Volunteer Fire Department. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 20-74, Setting Public Hearing for October 12, 2020, on a Proposed Ordinance Repealing Current Electric Franchise, Granting a New Franchise to MidAmerican Energy Company, and Imposing a Franchise Fee. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Boes, seconded by Haley, to approve Resolution No. 20-75, Accepting a Watermain Easement from Nadine M. Lengeling in the amount of \$5,000 for the Water

Distribution Main Replacements – 2020 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to approve Resolution No. 20-76, Accepting a Temporary Watermain Easement from Nadine M. Lengeling in the amount of \$400 for the Water Distribution Main Replacements – 2020 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Haley, to accept the Report of Bid Opening and approve Resolution No. 20-77, Making Award of the Construction Contract for the Street Maintenance Facility Base Bid and Add Alternate Bid Nos. 1 and 10 to Bidding Construction at their bid price of \$4,489,300.00. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Dirkx, seconded by Haley, to approve Resolution No. 20-78, Contract with RDG Schutte Wilscam Birge Inc. (d/b/a RDG Planning & Design) in the amount of \$60,000 for the US 30 Corridor Plan. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Dirkx, seconded by Haley, to approve providing Carroll Area Development Corporation (CADC) \$50,000 per year starting in FY 2020/2021 for three years for a total of \$150,000 to support the development of a Retail Recruitment for Carroll by retaining the services of TheRetailCoach and to support the administration of the project. CADC Executive Director Shannon Landauer and Carroll Chamber of Commerce Board President Mark Nepple addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to accept the bid from Turfwerks, Johnston, Iowa, for the purchase of a Golf Course light fairway mower at their bid price of \$36,503.00. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to approve Resolution No. 20-79, Contract with Fusebox Marketing in the amount of \$18,020.00 for a New Website for the City of Carroll. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to adjourn at 6:30 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

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 :	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020
PARTIALLY ITEMS DATES:	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020
UNPAID ITEMS DATES :		9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	103.34	0.00	000000	0/00/00	103.34
		** TOTALS **	103.34	0.00			103.34
01-001621	ACE HARDWARE	SUPPLIES	11.94	0.00	000000	0/00/00	11.94
01-001621	ACE HARDWARE	CARPET CLEANER	4.99	0.00	000000	0/00/00	4.99
01-001621	ACE HARDWARE	SOCCER NETS	25.98	0.00	000000	0/00/00	25.98
01-001621	ACE HARDWARE	CLEANING SUPPLIES	5.49	0.00	000000	0/00/00	5.49
01-001621	ACE HARDWARE	POLISH FOR POLE LIGHT	4.99	0.00	000000	0/00/00	4.99
01-001621	ACE HARDWARE	SUPPLIES	18.98	0.00	000000	0/00/00	18.98
01-001621	ACE HARDWARE	SUPPLIES	34.97	0.00	000000	0/00/00	34.97
		** TOTALS **	107.34	0.00			107.34
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE PW	59.95	0.00	000000	0/00/00	59.95
		** TOTALS **	59.95	0.00			59.95
01-002370	ARNOLD MOTOR SUPPLY	#26 BATTERY CORE RETURNED	72.00-	0.00	000000	0/00/00	72.00-
01-002370	ARNOLD MOTOR SUPPLY	BATTERY CLEANER	26.96	0.00	000000	0/00/00	26.96
01-002370	ARNOLD MOTOR SUPPLY	#26 BATTERY	317.98	0.00	000000	0/00/00	317.98
		** TOTALS **	272.94	0.00			272.94
01-003050	AXON ENTERPRISES INC.	TASER CARTRIDGES	1,192.50	0.00	000000	0/00/00	1,192.50
		** TOTALS **	1,192.50	0.00			1,192.50
01-003515	BOMGAARS	SUPPLIES	30.13	0.00	000000	0/00/00	30.13
01-003515	BOMGAARS	TAGS FOR SPORTS BAGS	117.65	0.00	000000	0/00/00	117.65
01-003515	BOMGAARS	BATTERIES	19.99	0.00	000000	0/00/00	19.99
01-003515	BOMGAARS	SUPPLIES	91.80	0.00	000000	0/00/00	91.80
01-003515	BOMGAARS	REPAIR PARTS	14.38	0.00	000000	0/00/00	14.38
		** TOTALS **	273.95	0.00			273.95
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	5,379.92	5,379.92-	119293	10/08/20	0.00
		** TOTALS **	5,379.92	5,379.92-			0.00
01-003693	BRUNER & BRUNER	GENERAL WORK	81.00	0.00	000000	0/00/00	81.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	486.00	0.00	000000	0/00/00	486.00
01-003693	BRUNER & BRUNER	MID AMERICAN FRANCHISE	202.50	0.00	000000	0/00/00	202.50
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	256.50	0.00	000000	0/00/00	256.50
01-003693	BRUNER & BRUNER	7TH STREET PROPERTY	175.50	0.00	000000	0/00/00	175.50
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	337.50	0.00	000000	0/00/00	337.50
		** TOTALS **	1,539.00	0.00			1,539.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	105.00	0.00	000000	0/00/00	105.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	174.93	0.00	000000	0/00/00	174.93
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	103.55	0.00	000000	0/00/00	103.55

10-08-2020 10:42 AM  
 VENDOR SET: 01 City of Carroll  
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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	68.00	0.00	000000	0/00/00	68.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	82.60	0.00	000000	0/00/00	82.60
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	54.00	0.00	000000	0/00/00	54.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	125.00	0.00	000000	0/00/00	125.00
		** TOTALS **	713.08	0.00			713.08
01-004155	CARROLL COUNTY	GASOLINE	2,600.26	0.00	000000	0/00/00	2,600.26
		** TOTALS **	2,600.26	0.00			2,600.26
01-004166	CARROLL COUNTY ISU EXTENS	ORNAMENTAL/TURF REGISTRATIONS	385.00	385.00-	119281	10/01/20	0.00
		** TOTALS **	385.00	385.00-			0.00
01-004200	CARROLL LUMBER	SUPPLIES	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	27.00	0.00			27.00
01-002977	CARROLL REFUSE SERVICE	SEPT. TRASH COLLECTIONS	12,071.27	12,071.27-	119291	10/08/20	0.00
		** TOTALS **	12,071.27	12,071.27-			0.00
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	69.80	0.00	000000	0/00/00	69.80
		** TOTALS **	69.80	0.00			69.80
01-003633	CLEANING SOLUTIONS INC	AUG. CITY HALL CLEANING	2,080.00	2,080.00-	119292	10/08/20	0.00
01-003633	CLEANING SOLUTIONS INC	AUGUST PD CLEANING	624.00	624.00-	119292	10/08/20	0.00
01-003633	CLEANING SOLUTIONS INC	SEPT. CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00	2,080.00
01-003633	CLEANING SOLUTIONS INC	SEPT. PD CLEANING SERVICES	624.00	0.00	000000	0/00/00	624.00
		** TOTALS **	5,408.00	2,704.00-			2,704.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,034.35	13,034.35-	000896	10/08/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,219.52	15,219.52-	000896	10/08/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,606.86	4,606.86-	000896	10/08/20	0.00
		** TOTALS **	32,860.73	32,860.73-			0.00
01-004836	COMMUNITY OIL CO. INC.	BULK DIESEL FLUID	347.50	0.00	000000	0/00/00	347.50
01-004836	COMMUNITY OIL CO. INC.	BULK OIL	696.25	0.00	000000	0/00/00	696.25
		** TOTALS **	1,043.75	0.00			1,043.75
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	60.00	0.00	000000	0/00/00	60.00
01-000366	COMPUTER & NETWORK SPEC	PRINTER AND PHONE REPAIRS	304.00	0.00	000000	0/00/00	304.00
01-000366	COMPUTER & NETWORK SPEC	PRINTER	289.00	0.00	000000	0/00/00	289.00
		** TOTALS **	653.00	0.00			653.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 10	5,372.93	0.00	000000	0/00/00	5,372.93
		** TOTALS **	5,372.93	0.00			5,372.93

10-08-2020 10:42 AM  
 VENDOR SET: 01 City of Carroll  
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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003145	CORE AND MAIN LP	METERS	1,929.84	0.00	000000	0/00/00	1,929.84
		** TOTALS **	1,929.84	0.00			1,929.84
01-005395	D & K PRODUCTS	CHEMICALS	1,170.00	0.00	000000	0/00/00	1,170.00
01-005395	D & K PRODUCTS	CHEMICALS	292.50	0.00	000000	0/00/00	292.50
01-005395	D & K PRODUCTS	TURF CHEMICALS	1,880.00	0.00	000000	0/00/00	1,880.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	1,195.50	0.00	000000	0/00/00	1,195.50
		** TOTALS **	4,538.00	0.00			4,538.00
01-000854	DEARBORN NATIONAL	OCTOBER LIFE INSURANCE PREMIUM	322.24	322.24-	119279	10/01/20	0.00
		** TOTALS **	322.24	322.24-			0.00
01-006275	DREES OIL CO. INC.	#2 RED DIESEL	607.39	0.00	000000	0/00/00	607.39
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	844.76	0.00	000000	0/00/00	844.76
		** TOTALS **	1,452.15	0.00			1,452.15
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	309.89	0.00	000000	0/00/00	309.89
		** TOTALS **	309.89	0.00			309.89
01-012590	ECHO ELECTRIC SUPPLY	FUSES CBD	160.35	0.00	000000	0/00/00	160.35
		** TOTALS **	160.35	0.00			160.35
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	81.60	0.00	000000	0/00/00	81.60
		** TOTALS **	81.60	0.00			81.60
01-003717	ELECTRONIC CONTRACTING CO	DOOR ACCESS LICENSING	1,680.00	0.00	000000	0/00/00	1,680.00
		** TOTALS **	1,680.00	0.00			1,680.00
01-001347	ENVIRONMENTAL SYSTEMS RES	ARC GIS 2021	700.00	0.00	000000	0/00/00	700.00
		** TOTALS **	700.00	0.00			700.00
01-008050	FASTENAL COMPANY	LAB GLOVES	65.85	0.00	000000	0/00/00	65.85
01-008050	FASTENAL COMPANY	LILY PAD REPAIRS	186.69	0.00	000000	0/00/00	186.69
		** TOTALS **	252.54	0.00			252.54
01-001291	FEH DESIGN	STREET MAINT. BLDG	12,061.48	0.00	000000	0/00/00	12,061.48
01-001291	FEH DESIGN	PICKLEBALL COURTS	905.40	0.00	000000	0/00/00	905.40
		** TOTALS **	12,966.88	0.00			12,966.88
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHER RECHARGED	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	35.00	0.00			35.00
01-000633	FILTER CARE	FILTER CLEANING	227.95	0.00	000000	0/00/00	227.95
		** TOTALS **	227.95	0.00			227.95

10-08-2020 10:42 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

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020
PARTIALLY ITEMS DATES:	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020
UNPAID ITEMS DATES :		9/25/2020 THRU 10/08/2020	9/25/2020 THRU 10/08/2020

VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-002806		FOUNDATION ANALYTICAL LAB		LAB TESTING	739.00	0.00	000000	0/00/00		739.00
				** TOTALS **	739.00	0.00				739.00
01-009315		GALL'S INC.		RAINCOAT	25.91	0.00	000000	0/00/00		25.91
01-009315		GALL'S INC.		BELT KEEPERS	26.50	0.00	000000	0/00/00		26.50
01-009315		GALL'S INC.		PADS, GLOVES AND MASKS	755.61	0.00	000000	0/00/00		755.61
01-009315		GALL'S INC.		3 RAIN COATS	83.28	0.00	000000	0/00/00		83.28
01-009315		GALL'S INC.		GEAR BAG	28.38	0.00	000000	0/00/00		28.38
				** TOTALS **	919.68	0.00				919.68
01-009500		GEHLING WELDING & REPAIR		MANHOLE PLATE REPAIRS	97.89	0.00	000000	0/00/00		97.89
				** TOTALS **	97.89	0.00				97.89
01-010003		GODBERSEN-SMITH CONSTR.		STREET RESURFACING - 2013	29,675.12	0.00	000000	0/00/00		29,675.12
				** TOTALS **	29,675.12	0.00				29,675.12
01-010150		GRAINGER PARTS		WATER FOUNTAIN REPAIRS	154.33	0.00	000000	0/00/00		154.33
				** TOTALS **	154.33	0.00				154.33
01-010156		GRAPHIC EDGE LLC		PD - CAPS	199.84	0.00	000000	0/00/00		199.84
01-010156		GRAPHIC EDGE LLC		SOCCER/FB/VB SHIRTS	424.75	0.00	000000	0/00/00		424.75
01-010156		GRAPHIC EDGE LLC		SOCCER/FB/VB SHIRTS	1,682.50	0.00	000000	0/00/00		1,682.50
01-010156		GRAPHIC EDGE LLC		SOCCER & FLAG FOOTBALL SHIRTS	11.50	0.00	000000	0/00/00		11.50
01-010156		GRAPHIC EDGE LLC		SOCCER CAMP SHIRT	9.99	0.00	000000	0/00/00		9.99
01-010156		GRAPHIC EDGE LLC		FALL SOCCER SHIRTS	15.25	0.00	000000	0/00/00		15.25
01-010156		GRAPHIC EDGE LLC		SOCCER/FB/VB SHIRTS	14.25	0.00	000000	0/00/00		14.25
01-010156		GRAPHIC EDGE LLC		FALL SOCCER SHIRTS	4.75	0.00	000000	0/00/00		4.75
				** TOTALS **	2,362.83	0.00				2,362.83
01-010680		HAWKINS WATER TREATMENT		WATER TREATMENT SUPPLIES	749.50	0.00	000000	0/00/00		749.50
				** TOTALS **	749.50	0.00				749.50
01-003275		HEARTLAND VIDEO SYSTEMS I		DIGITAL BILLBOARD	246.95	0.00	000000	0/00/00		246.95
				** TOTALS **	246.95	0.00				246.95
01-005410		HERALD PUBLISHING COMPANY		REC CENTER VOTE ADS	285.00	0.00	000000	0/00/00		285.00
01-005410		HERALD PUBLISHING COMPANY		LEGAL PUBLICATIONS	160.17	0.00	000000	0/00/00		160.17
01-005410		HERALD PUBLISHING COMPANY		HEALTH VIEW AD	85.00	0.00	000000	0/00/00		85.00
				** TOTALS **	530.17	0.00				530.17
01-002965		HOTSY CLEANING SYSTEMS IN		TRUCK WASH	75.00	0.00	000000	0/00/00		75.00
				** TOTALS **	75.00	0.00				75.00



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01-012540	IMWCA	WORKER COMP #4	5,148.00	0.00	000000	0/00/00	5,148.00
		** TOTALS **	5,148.00	0.00			5,148.00
01-012625	IOWA DEPT OF NATURAL RESO	ANNUAL WATER USE FEE 2021	95.00	0.00	000000	0/00/00	95.00
01-012625	IOWA DEPT OF NATURAL RESO	2021 ANNUAL WATER USE FEE	95.00	0.00	000000	0/00/00	95.00
		** TOTALS **	190.00	0.00			190.00
01-012642	IOWA LAW ENFORCE ACADEMY	PACHECO ACADEMY	6,650.00	0.00	000000	0/00/00	6,650.00
		** TOTALS **	6,650.00	0.00			6,650.00
01-012666	IOWA ONE CALL	AUGUST 2020 LOCATES	134.10	0.00	000000	0/00/00	134.10
		** TOTALS **	134.10	0.00			134.10
01-012678	IOWA PRISON INDUSTRIES	END CAP	214.50	0.00	000000	0/00/00	214.50
01-012678	IOWA PRISON INDUSTRIES	AIR FILTERS	1,497.52	0.00	000000	0/00/00	1,497.52
		** TOTALS **	1,712.02	0.00			1,712.02
01-012685	IOWA SMALL ENGINE CENTER	FUEL MIX	31.95	0.00	000000	0/00/00	31.95
		** TOTALS **	31.95	0.00			31.95
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 2020	2,485.00	0.00	000000	0/00/00	2,485.00
01-013917	JEO CONSULTING GROUP INC.	WATER WELL REPLACEMENT 2020	5,663.75	0.00	000000	0/00/00	5,663.75
		** TOTALS **	8,148.75	0.00			8,148.75
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART TIRE AND RIM	95.00	0.00	000000	0/00/00	95.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	145.95	0.00	000000	0/00/00	145.95
01-003243	JET'S OUTDOOR POWER AND S	STARTER GENERATOR	270.00	0.00	000000	0/00/00	270.00
		** TOTALS **	510.95	0.00			510.95
01-002163	JR'S UNLOCK SERVICE	NEW LOCKS - 408 W 7TH ST	126.00	0.00	000000	0/00/00	126.00
		** TOTALS **	126.00	0.00			126.00
01-002700	JUSTIN FERRIN	K-9 TRAINING	28.67	28.67-	119290	10/08/20	0.00
		** TOTALS **	28.67	28.67-			0.00
01-000994	KABEL BUSINESS SERVICES -	SEPT. FLEX & HRA FEES	276.30	276.30-	000000	10/06/20	0.00
		** TOTALS **	276.30	276.30-			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

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01-002698	LANDSCAPERS PARADISE	STRAW BLANKET AND STAPLES	62.29	0.00	000000	0/00/00	62.29
		** TOTALS **	62.29	0.00			62.29
<hr/>							
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	84.28	0.00	000000	0/00/00	84.28
		** TOTALS **	84.28	0.00			84.28
<hr/>							
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	50,034.85	50,034.85-	119294	10/08/20	0.00
		** TOTALS **	50,034.85	50,034.85-			0.00
<hr/>							
01-003718	MIDWEST MUNICIPAL CONSULT	1/2 GOAL SETTING SESSION	1,775.15	0.00	000000	0/00/00	1,775.15
		** TOTALS **	1,775.15	0.00			1,775.15
<hr/>							
01-017730	MOORHOUSE READY MIX CO.	CSB - 5TH & N WEST STS	591.75	0.00	000000	0/00/00	591.75
01-017730	MOORHOUSE READY MIX CO.	CSB - 5TH & N WEST STS	361.63	0.00	000000	0/00/00	361.63
01-017730	MOORHOUSE READY MIX CO.	CSB - 5TH & N WEST STS	1,315.00	0.00	000000	0/00/00	1,315.00
01-017730	MOORHOUSE READY MIX CO.	CSB - 5TH & N WEST STS	197.25	0.00	000000	0/00/00	197.25
01-017730	MOORHOUSE READY MIX CO.	ROW ARMORY (LE CLARK RD)	789.00	0.00	000000	0/00/00	789.00
01-017730	MOORHOUSE READY MIX CO.	ROW - 1404 N CARROLL ST	591.75	0.00	000000	0/00/00	591.75
01-017730	MOORHOUSE READY MIX CO.	ROW - 210 W 2ND ST	394.50	0.00	000000	0/00/00	394.50
		** TOTALS **	4,240.88	0.00			4,240.88
<hr/>							
01-003263	NETBANK	REC AUGUST EFT PROCESSING FEES	94.96	94.96-	000000	9/28/20	0.00
		** TOTALS **	94.96	94.96-			0.00
<hr/>							
01-019138	NORTHWEST IOWA LEAGUE OF	NW IA LEAGUE MEETING	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
<hr/>							
01-020203	OFFICE STOP	11 X 17 COPY PAPER/SUPPLIES	73.44	0.00	000000	0/00/00	73.44
		** TOTALS **	73.44	0.00			73.44
<hr/>							
01-021050	P & H WHOLESALE INC.	SHOWER TIMER BUTTONS	979.53	0.00	000000	0/00/00	979.53
01-021050	P & H WHOLESALE INC.	HOSE BIB REPAIRS	57.86	0.00	000000	0/00/00	57.86
		** TOTALS **	1,037.39	0.00			1,037.39
<hr/>							
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #19	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #18	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #14	28.41	0.00	000000	0/00/00	28.41
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #15	25.71	0.00	000000	0/00/00	25.71
		** TOTALS **	160.04	0.00			160.04
<hr/>							
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,549.47	1,549.47-	119202	9/25/20	0.00
		** TOTALS **	1,549.47	1,549.47-			0.00

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01-000625	PRODUCTIVITY PLUS ACCOUNT	KUBOTA REPAIRS	70.34	70.34-	119289	10/08/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	159.00	159.00-	119289	10/08/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	F3080 KUBOTA REPAIRS	1.18	1.18-	119289	10/08/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	187.57	187.57-	119289	10/08/20	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	30.00	30.00-	119289	10/08/20	0.00
		** TOTALS **	448.09	448.09-			0.00
01-023640	RAY'S REFUSE SERVICE	SEPTEMBER GARBAGE PICKUP	1,416.14	0.00	000000	0/00/00	1,416.14
01-023640	RAY'S REFUSE SERVICE	SEPT. TRASH COLLECTIONS	32,776.32	32,776.32-	119295	10/08/20	0.00
		** TOTALS **	34,192.46	32,776.32-			1,416.14
01-023815	REGION XII COG	SEPT. TAXI PROGRAM DONATIONS	1,170.00	1,170.00-	119296	10/08/20	0.00
		** TOTALS **	1,170.00	1,170.00-			0.00
01-003716	ROSE CATALAN	SOCCER REFUND	45.00	45.00-	119280	10/01/20	0.00
		** TOTALS **	45.00	45.00-			0.00
01-023831	RUETER'S	REAR DISCHARGE MOWER	12,000.00	0.00	000000	0/00/00	12,000.00
		** TOTALS **	12,000.00	0.00			12,000.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM BELT	4.99	0.00	000000	0/00/00	4.99
		** TOTALS **	4.99	0.00			4.99
01-000155	SHIVE HATTERY INC	2019 CARROLL TRAILS #10	1,572.70	0.00	000000	0/00/00	1,572.70
01-000155	SHIVE HATTERY INC	NORTHEAST PARK MASTER PLAN	3,358.10	0.00	000000	0/00/00	3,358.10
		** TOTALS **	4,930.80	0.00			4,930.80
01-025332	SIRCHIE FINGER PRINT LABO	LAB SUPPLIES	45.80	0.00	000000	0/00/00	45.80
		** TOTALS **	45.80	0.00			45.80
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	13.50	0.00	000000	0/00/00	13.50
		** TOTALS **	13.50	0.00			13.50
01-025880	STONE PRINTING CO.	LABELS RETURNED	119.00-	0.00	000000	0/00/00	119.00-
01-025880	STONE PRINTING CO.	TAB FOLDERS RETURNED	119.82-	0.00	000000	0/00/00	119.82-
01-025880	STONE PRINTING CO.	SOCCER GAME SUPPLIES	21.00	0.00	000000	0/00/00	21.00
01-025880	STONE PRINTING CO.	SUPPLIES	10.48	0.00	000000	0/00/00	10.48
01-025880	STONE PRINTING CO.	LAMINATING AND SUPPLIES	128.17	0.00	000000	0/00/00	128.17
01-025880	STONE PRINTING CO.	TONER CARTRIDGE	34.99	0.00	000000	0/00/00	34.99
01-025880	STONE PRINTING CO.	TAB FOLDERS	119.82	0.00	000000	0/00/00	119.82
01-025880	STONE PRINTING CO.	UTILITY BILL ENVELOPES	452.67	0.00	000000	0/00/00	452.67
01-025880	STONE PRINTING CO.	FILE CABINET FOR PLANS	784.00	0.00	000000	0/00/00	784.00
01-025880	STONE PRINTING CO.	INK CARTRIDGES	101.96	0.00	000000	0/00/00	101.96

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** TOTALS **			1,414.27	0.00			1,414.27
01-003711	TEMPLETON FAMILY FARMS	CITY HOTEL - RUTS AND RESEED	300.00	0.00	000000	0/00/00	300.00
** TOTALS **			300.00	0.00			300.00
01-026401	TEN POINT CONSTRUCTION CO	ST REHAB 20 #4	472,588.65	0.00	000000	0/00/00	472,588.65
** TOTALS **			472,588.65	0.00			472,588.65
01-026605	TIEFENTHALER AG-LIME	DRYING BED SAND	305.72	0.00	000000	0/00/00	305.72
01-026605	TIEFENTHALER AG-LIME	GOLF COURSE SAND	483.95	0.00	000000	0/00/00	483.95
** TOTALS **			789.67	0.00			789.67
01-027079	TRIPLE A SEEDS INC.	GRASS SEED	250.00	0.00	000000	0/00/00	250.00
01-027079	TRIPLE A SEEDS INC.	REC CENTER RE-SEED	437.50	0.00	000000	0/00/00	437.50
** TOTALS **			687.50	0.00			687.50
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/19/2020	14.45	14.45-	119282	10/01/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/26/2020	56.71	56.71-	119297	10/08/20	0.00
** TOTALS **			71.16	71.16-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	275.30	275.30-	119203	9/25/20	0.00
** TOTALS **			275.30	275.30-			0.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	RANDOM DRUG TESTS	84.00	0.00	000000	0/00/00	84.00
** TOTALS **			84.00	0.00			84.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	49.00	0.00	000000	0/00/00	49.00
01-028275	UPTOWN SPORTING GOODS	FLAG FOOTBALL MOUTHGUARDS	82.50	0.00	000000	0/00/00	82.50
01-028275	UPTOWN SPORTING GOODS	FLAG FOOTBALL MOUTHGUARDS	110.00	0.00	000000	0/00/00	110.00
01-028275	UPTOWN SPORTING GOODS	FOOTBALLS	228.00	0.00	000000	0/00/00	228.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	40.00	0.00	000000	0/00/00	40.00
01-028275	UPTOWN SPORTING GOODS	SOCCER BALLS	72.00	0.00	000000	0/00/00	72.00
01-028275	UPTOWN SPORTING GOODS	AQUA JOGGERS	64.00	0.00	000000	0/00/00	64.00
** TOTALS **			645.50	0.00			645.50
01-029013	VERIZON WIRELESS	CELL PHONES	360.07	360.07-	119298	10/08/20	0.00
01-029013	VERIZON WIRELESS	AIR CARDS	311.96	311.96-	119298	10/08/20	0.00
** TOTALS **			672.03	672.03-			0.00
01-030355	WITTROCK MOTOR CO.	UNIT #54 REPAIRS	98.32	0.00	000000	0/00/00	98.32
** TOTALS **			98.32	0.00			98.32
01-000386	ZIMCO SUPPLY CO	CHEMICALS	1,975.00	0.00	000000	0/00/00	1,975.00
01-000386	ZIMCO SUPPLY CO	CHEMICALS	1,264.00	0.00	000000	0/00/00	1,264.00

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01-000386	ZIMCO SUPPLY CO	CHEMICALS	180.10	0.00	000000	0/00/00	180.10
		** TOTALS **	3,419.10	0.00			3,419.10
	* Payroll Expense		165,894.76				

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PAID ITEMS	307,060.07	307,060.07CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	606,272.63	0.00	606,272.63
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	913,332.70	307,060.07CR	606,272.63

U N P A I D   R E C A P

UNPAID INVOICE TOTALS	606,583.45
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	310.82CR
** UNPAID TOTALS **	606,272.63

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9/25/2020 THRU 10/08/2020  
9/25/2020 THRU 10/08/2020

=====POSTING DATES=====  
9/25/2020 THRU 10/08/2020  
9/25/2020 THRU 10/08/2020  
9/25/2020 THRU 10/08/2020

FUND TOTALS

001	GENERAL FUND	167,719.66
010	HOTEL/MOTEL TAX	480.57
110	ROAD USE TAX FUND	8,604.99
125	U.R. DOWNTOWN S.R.	300.00
178	CRIME PREV/SPEC PROJECTS	357.76
304	C.P. STREETS	502,263.77
309	C.P. - CORRIDOR OF COMM.	5,372.93
311	C.P.-PARKS & RECREATION	2,478.10
314	C.P.-STREETS MAINT BLDG	12,061.48
315	LIBRARY/CITY HALL REMODEL	3,292.30
600	WATER UTILITY FUND	21,302.33
602	WATER UTILITY CAP. IMP.	8,148.75
610	SEWER UTILITY FUND	14,557.56
850	MEDICAL INSURANCE FUND	497.74
	* PAYROLL EXPENSE	165,894.76

GRAND TOTAL 913,332.70



# 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:** Mike Pogge-Weaver, City Manager

*WSP-W*

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

*RMK*

**DATE:** October 7, 2020

**SUBJECT:** Street Maintenance Facility  
Construction Materials Testing Proposal

The Street Maintenance Facility project specifications include construction materials testing to be provided by the City. Certified Testing Services, Inc (CTS) was retained to prepare the Geotechnical Engineering Report for the project design. A proposal to provide construction materials testing has been requested and received from CTS. A copy is attached.

CTS proposes to perform soils, concrete, steel and masonry testing throughout the duration of the project. CTS fees for the testing are proposed as hourly plus expenses with an estimate of \$14,000.00 to \$15,000.00.

**RECOMMENDATION:** Mayor and City Council consideration of the Resolution approving the Proposal of Certified Testing Services, Inc. for Construction Materials Testing for the Street Maintenance Facility project.

RMK:ds

attachment

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

RESOLUTION APPROVING THE PROPOSAL OF CERTIFIED TESTING SERVICES, INC. FOR CONSTRUCTION MATERIALS TESTING FOR THE STREET MAINTENANCE FACILITY PROJECT.

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

WHEREAS, a Construction Materials Testing Proposal for the Street Maintenance Facility project has been prepared with Certified Testing Services, Inc.; and,

WHEREAS, the City Council has determined that the Construction Materials Testing Proposal is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Construction Materials Testing Proposal with Certified Testing Services, Inc. for the Street Maintenance Facility project is approved and the Mayor is authorized to execute the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 12<sup>th</sup> day of October, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



**Certified Testing Services, Inc.**

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

September 22, 2020 (Revised)

City of Carroll  
627 N. Adams St.  
Carroll, IA 51401  
Attn: Mr. Randy Krauel

Re: Construction Materials Testing  
Street Maintenance Building  
Carroll, IA

Dear Mr. Krauel,

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

**CTS is the Geotechnical Engineer of Record on the project (See Report G5824S) as well as having several other projects in Carroll, Lake City and the surrounding areas, which will reduce trip costs when we can combine trips with other projects, making us a valuable partner towards the successful completion of this project.**

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

Street Maintenance Building  
Carroll, IA  
September 22, 2020(Revised)

For the concrete portion of the project, we anticipate fourteen to fifteen trips. Four cylinders per set are also anticipated, so we expect 56 to 60 cylinders will be taken. Steel observations will be done prior to each concrete pour. Also any structural steel will be included upon request. We also anticipate four to five trips for masonry, necessitating 16 to 20 grout prisms. Fees include trip charges, cylinders and reporting.

Based on the above quantities our fees for this project will be approximately \$14,000.00 to \$15,000.00. This estimate is based on the information provided to CTS at the time of the estimate. Any additional services will be charged per the attached Fee Schedule.

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

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

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

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Mark C. Olson, C.E.T.  
Project Manager



Gary R. Jackson, S.E.  
Division Manager

Street Maintenance Building  
Carroll, IA  
September 22, 2020(Revised)

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

**FEE SCHEDULE FOR THE STREET MAINTENANCE BUILDING PROJECT**

Vehicle Fee	per mile	\$ .75
Geotechnical Engineer	per hour	\$ 150.00
Project Manager	per hour	\$ 130.00
Concrete/Soils Technician	per hour	\$ 68.00
Standard Proctor	each	\$ 150.00
Compressive Strength of Concrete Cylinders	each	\$ 16.00
Compressive Strength of Grout Prisms	each	\$ 35.00
Prism Box Molds	each	\$ 15.00
Cylinder Molds	each	\$ 2.00
Report Preparation	per hour	\$ 36.00

AGREED TO THIS 12th DAY OF October, 2020

BY: Eric P. Jensen

TITLE: Mayor

FIRM: City of Carroll, Iowa

## GENERAL CONDITIONS

### TESTING AND OBSERVATION SERVICES

#### SECTION 1: Scope of Work

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

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

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

#### SECTION 2: Personnel Responsibility

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

#### SECTION 3: Meaning of "Observation"

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

#### SECTION 4: Accuracy of Test Locations and Elevations

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

#### SECTION 5: Degree of Certainty of Compliance

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

#### SECTION 6: Unanticipated Hazardous Materials

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

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

#### SECTION 7: Reports and Invoices

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

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

#### SECTION 8: Ownership of Documents

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

#### SECTION 9: Confidentiality

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

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

#### SECTION 10: Standard of Care

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

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

#### SECTION 11: Subpoenas

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

#### SECTION 12: Limitation of Liability

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

#### SECTION 13: Insurance and Indemnity

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

#### SECTION 14: Termination

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

#### SECTION 15: Precedence

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



**Certified Testing Services, Inc.**

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



# CARROLL VOLUNTEER FIRE DEPT.

801 N. BELLA VISTA DR.  
CARROLL, IOWA 51401

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

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

**DATE:** October 7, 2020

**SUBJECT:** Firefighter Resignation and Appointment

At their October 5, 2020 business meeting, the Carroll Volunteer Fire Department accepted the resignation of firefighter Marty Vanderheiden. Vanderheiden served as a member of the Department for 11 years. We truly appreciate the service Vanderheiden has given to the Department and community for so many years.

As a result of the open position created by this resignation, Riley Bach has been accepted by the Department a member, subject to Council approval.

**RECOMMENDATION:** Mayor and Council acceptance of the resignation of firefighter Marty Vanderheiden and approve the appointment of Riley Bach to begin duties as a member of the Carroll Volunteer Fire Department.

GLS:ds



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and Members of the City Council  
**FROM:** Mike Pogge-Weaver, City Manager *MPW*  
**DATE:** October 7, 2020  
**SUBJECT:** Appointments to Committees, Commissions and Boards

Paul Reicks, Library Board of Trustees, has resigned mid-term. Julie Perkins has requested to be appointed to fulfill his remaining term.

**Members to be appointed by the Mayor, with Council approval:**

<b>Library Board of Trustees</b>	Julie Perkins	Unexpired term to expire December 31, 2022
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# 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 *MPW*

**DATE:** October 8, 2020

**SUBJECT:** MidAmerican Energy Company

- An ordinance repealing Ordinance No. 9506 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Carroll, Iowa, an electric system and communications facilities and to furnish and sell electric energy to the city and its inhabitants and authorizing the city to collect franchise fees for a period of 20 years.
- Resolution adopting revenue purpose statement regarding use of revenues from proposed electric franchise fees pursuant to Iowa Code § 364.2(4)(f).

With the expiration of the current MidAmerican Energy Company electric franchise, City staff negotiated a new electric franchise for the City with MidAmerican Energy. Overall negotiations went well and resulted in a tentative agreement on a new 20-year franchise agreement.

At the September 28, 2020 meeting, Council approved a resolution that began the process to adopt the proposed Ordinance granting a franchise agreement to MidAmerican Energy Company and a revenue purpose statement regarding use of revenues from proposed electric franchise fees. The notice of tonight's public hearings was published on October 2, 2020 in the Carroll Times Herald.

The key highlights on the proposed ordinance includes:

- While the franchise runs for 20 years, either the City or MidAmerican may, during the first ninety (90) days following the fifth, tenth, or fifteenth anniversaries of the effective date of the franchise, provide written notice to the other party of its desire to amend the franchise. If, at the conclusion of the negotiations, the City determines in good faith that the franchise, if continued without amendment, will have a material or significant adverse impact on the City or the Company's electric customers located within the corporate limits of the City, the City may terminate the franchise. If neither party requests such negotiations at year five, year ten, or year fifteen, the franchise will continue through the conclusion of twenty years from its initial approval date.
- Usually, the City does not pay for the relocation of any MidAmerican infrastructure in public right of way due to a City project. MidAmerican will not be required to relocate, at its cost and expense, facilities in the public right of way that have been relocated at by them at their expense and the direction of the City in the previous five (5) years.

- A 1% franchise fee will be collected with the proposed franchise on all MidAmerican electrical sales within the corporate limits of the City. The collection of the 1% Local Option Sales Taxes would be discontinued with the new franchise fee; therefore, the consumer will see no financial change in their utility bills.

The key highlights on the proposed revenue purpose statement includes:

- Funds collected with the 1% franchise fee in excess of the amounts necessary for costs associated with inspecting, supervising or otherwise regulating its franchises may be expended for any of the following: the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes; public safety, including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments; the establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems; the repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities; projects designed to prevent or mitigate future disasters as defined in Iowa Code § 29C.2; energy conservation measures for low-income homeowners, low-income energy assistance programs, and weatherization programs; abatement of fees for property damaged by a disaster as defined in Iowa Code § 29C.2; and economic development activities and projects.

After the public hearing, if the Council finds the proposed ordinance granting a franchise agreement to MidAmerican Energy Company acceptable and finds the proposed revenue purpose statement regarding use of revenues from proposed electric franchise fees acceptable then the Council should approve the proposed Ordinance and Resolution.

**RECOMMENDATION:** After the respective public hearings, consider approving an ordinance repealing Ordinance No. 9506 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Carroll, Iowa, an electric system and communications facilities and to furnish and sell electric energy to the city and its inhabitants and authorizing the city to collect franchise fees for a period of 20 years and consider approving a resolution adopting revenue purpose statement regarding use of revenues from proposed electric franchise fees pursuant to Iowa Code § 364.2(4)(f).

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

**AN ORDINANCE REPEALING ORDINANCE NO. 9506 AND GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF CARROLL, IOWA, AN ELECTRIC SYSTEM AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 20 YEARS.**

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

**Section 1.** Ordinance No. 9506 (City Code Sections 111.01 through 111.07 both inclusive) and all amendments and supplements thereto shall upon the effective date of this Ordinance be repealed and replaced by this Ordinance. Upon the effective date of this Ordinance, all prior electric franchises granted to MidAmerican Energy Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

**SECTION 2.** There is hereby granted to MidAmerican Energy Company, an Iowa corporation (hereinafter called the "Company"), and to its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain, and operate in the City of Carroll, Iowa (hereinafter called the "City"), a system for the transmission and distribution of electric energy and communications signals along, under, over, and upon the public streets, avenues, rights-of-way, and alleys of the City (collectively "public street" or "public streets") to serve customers within the City, and to furnish and sell electric energy to the City and its inhabitants. The Company is granted the right to exercise of powers of eminent domain, subject to City Council approval by resolution. The term "communications signals" refers to Company owned equipment that is used solely to monitor and communicate the status of the electric energy system to the Company's control center. The City Council reserves to itself the right to extend this franchise to other public places or public grounds at the request of the Company. This franchise shall be effective for a twenty (20) year period from and after the effective date of this ordinance; provided, however, that either the City or the Company may, during the first ninety (90) days following the fifth, tenth, or fifteenth anniversaries of the effective date of the franchise, provide written notice to the other party of its desire to amend the franchise. The parties may negotiate for a period of up to ninety (90) days following receipt of notice. If, at the conclusion of the negotiation period, the City determines in good faith that the franchise, if continued without amendment, will have a material or significant adverse impact on the City or the Company's electric customers located within the corporate limits of the City, the City may terminate the franchise. Failure to amend the franchise at the first or second date option does not render invalid the City's second option or third option to amend or terminate. If neither party requests such negotiations at year five, year ten, or year fifteen, the franchise will continue through the conclusion of twenty years from its initial approval date.

**SECTION 3.** The rights and privileges hereby granted are subject to the provisions, restrictions, and limitations of Chapter 364 of the Code of Iowa, as amended from time to time. Further, the Company shall comply with all applicable federal, state, and local regulations regarding reporting, including, but not limited to, those described in Chapter 113 of the Code of Ordinances of Carroll, Iowa, as amended from time to time.

**SECTION 4.** The Company shall have the right to erect all necessary poles on public streets and to place thereon the necessary wires, fixtures, and accessories as well as to excavate and bury conduits or conductors in public streets for the distribution of electric energy and communications signals in and through the City, provided (i) the same shall be placed in accord with this franchise, ordinances, and policies of the City adopted by resolution or motion of the Council regarding the placement of equipment, structures, facilities, accessories, or other objects in public streets, including regulations that assign corridors or other placements to users of the public streets that may be adopted regarding separation of structures, facilities, accessories, or other objects; (ii) the same shall be so placed as not to interfere with any above- or below-ground utility services or future facilities that have been or known to be located by or under authority of the City; and (iii) the same shall be placed, when possible and in accordance with MidAmerican's Tariff and Iowa Utilities Board rules, underground. The Company shall comply with all federal and state regulations regarding joint use of its poles and trenches for telecommunication carriers as defined in 47 C.F.R. § 1.1402.

**SECTION 5.** The Company shall, excluding facilities located in private easements (whether titled in the Company exclusively or in the Company and other entities), in accordance with Iowa law, including the Company's Tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over, or under any public street in the City in such a manner as the City may require for the purposes of facilitating the use, construction, reconstruction, maintenance, or repair of the public street or other public improvement. If the City has a reasonable alternative route for the public street or an alternative construction method that would not increase the City's cost, would not cause the relocation of Company installations, or would minimize the cost or expense of relocation of Company installations, the City and the Company shall work together to consider said alternative route or construction method. The City shall, in the extension or modification of public streets, make provision for the placement of Company service lines and facilities in, on, over, or under those public streets without charge to the Company. In planning for the extension or modification of public streets, the City shall to the extent practicable consider design of such changes to limit the need for relocation of Company facilities. The City shall be responsible for surveying and staking the public streets for City projects that require the Company to relocate Company facilities. If requested, the City shall provide, at no cost to the Company, copies of its relocation plan and profile and cross section drawings. If tree/vegetation removal must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City, at its own cost shall be responsible for said removals. If the timing of tree/vegetation removal does not coincide with the Company's facilities relocation schedule and the Company must remove trees/vegetation that are included in the City's portion of the project, the City shall either remove the trees/vegetation at its cost or reimburse the Company for the reasonable expenses incurred to remove said trees/vegetation. If project funds from a source other than the City are available to pay for the relocation of utility facilities and if the use of such funds for relocation of utility facilities does not impact the funds available for the project, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

**SECTION 6.** All facilities and equipment comprising the Company's electric distribution system located in the public streets shall be located so as to cause minimum interference with the proper use of the public streets and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin the public streets. In making excavations in any public streets for the installation, maintenance, or repair of conductors, conduits, or the erection of poles, wires, or other

appliances, the Company shall not unreasonably obstruct the use of the public streets. The Company in making such excavations shall, if required by ordinance, obtain a City permit therefore and provide City representatives with twenty-four (24) hours advance notice prior to the actual commencement of the work. In emergencies that require immediate excavation, the Company may proceed with the work without first providing advance notice or applying for or obtaining the permit; provided that the Company shall apply for and obtain the permit as soon as possible after commencing such emergency work. The Company shall comply with all provisions and requirements of the City in its regulation of the use of public streets in performing all work. The Company shall also comply with all City regulations regarding paving cuts, placement of facilities, and restoration of pavement and other public infrastructure. In the event of an excavation, the Company shall replace the surface of the public street, restoring the public street to the condition as existed prior to the Company's excavation. However, the Company shall not be required to improve or modify the public street, or other areas adjacent to the Company project, to a condition superior to its immediate previously existing condition, except that any replacement of any surface shall conform to current City regulations regarding its depth and composition and any sidewalk replacement shall conform to the requirements of the Americans with Disabilities Act. The Company shall complete all repairs in a timely manner. In the event that the Company does not timely comply with its obligations under this Section after receiving at least forty-eight (48) hours' notice from the City, the City may perform the work and recover its cost from the Company upon notice to the Company.

**SECTION 7.** The City's vacation of a public street shall not deprive the Company of its right to operate and maintain existing facilities and their replacements on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any public street where the Company has facilities, the City shall grant the Company a utility easement for said facilities.

The City shall provide the Company with not less than thirty (30) days advance notice of the City's proposed action and, upon request, retain a public easement covering existing and future facilities and activities. The City shall not be obligated to provide a utility easement if the Company is properly noticed and the Company does not make a timely request.

**SECTION 8.** The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous five (5) years.

**SECTION 9.** If the City orders or requests the Company to relocate its existing facilities or equipment in order to directly facilitate the private portion of a project of a commercial or private developer or other non-public entity, the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate its facilities or equipment in order to facilitate such a private project at its expense

**SECTION 10.** Nothing in this ordinance may be deemed to create civil liability on the part of the City for actions, omissions, or negligence of the Company, or of the Company's agents, contractors, employees, licensees, or invitees. Further, nothing in this ordinance may be deemed to create civil liability on the part of the Company for actions, omissions, or negligence of the City, or of the City's agents, contractors, employees, licensees, or invitees. This ordinance may not be interpreted or construed to provide any third parties (including, but not limited to, the Company's customers) with any remedy, claim, liability, reimbursement, cause of action, or any other right as against the Company



or the City. The Company and the City shall bear responsibility for their own actions, omissions, and negligence. The Company shall defend, indemnify, and hold harmless the City from any and all claims, suits, losses, damages, costs, reasonable attorneys' fees, or other expenses, on account of (i) any personal injury, death, or damage to property arising from the Company's negligent performance of its rights or obligations pursuant to its franchise and this ordinance; or (ii) any negligent act or omission of the Company, its agents, contractors, employees, licensees, or invitees in, on, or around public streets. Notwithstanding the foregoing provisions, the Company shall not be obligated to defend, indemnify, and hold harmless the City for any costs or damages arising from the sole negligence of the City, its officers, employees, or agents.

**SECTION 11.** The pruning and removal of trees/vegetation shall be done in accordance with current nationally accepted safety and utility industry standards and federal, state, and local laws, rules, and regulations. The Company is authorized and empowered to prune or remove, at the Company's expense, any tree extending into any public street to maintain electric reliability, safety, to restore utility service, and to prevent limbs, branches, or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees/vegetation shall be completed in accordance with nationally accepted safety and utility standards, NSI Z133.1-2012, American National Standard for Arboricultural Operations-Safety Requirements, and ANSI A300(part 1) – 2008 Pruning, (Revision of ANSI A300 part 1-2001) American National Standard for Tree, Shrub, and other Woody Plant Management – Standard of Practices (Pruning) or subsequent revisions to these standards, and City ordinances regarding the pruning of trees that incorporate by reference that standard.

**SECTION 12.** Upon request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the public streets, of all equipment which it owns or over which it has control that is located in public streets, including documents, maps, and other information in paper or electronic or other forms ("Information"). The Company and the City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, the City shall not release the Information without prior consent of the Company and shall return the Information to the Company upon request. The City recognizes that the Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds, and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps, or other Information provided to the City by the Company shall be made available to the public or other entities if such documents or Information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time. In the event any action at law, in equity, or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure, the Company shall assume, upon request of the City, the defense of said action and reimburse the City any and all costs, including attorney fees and penalties to the extent allowed by law.

**SECTION 13.** The Company shall construct, operate, and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board, the Company's tariff made effective by the Iowa Utilities Board or its successors, and Iowa law.



**SECTION 14.** There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from the sale of electricity by the Company within the corporate limits of the City. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

A. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

B. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless notice of such annexation has been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving notice from the City.

C. The Company shall not, under any circumstances, be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers, the City shall reimburse the Company for the reasonable expenses incurred by the Company to provide such data or information.

**SECTION 15.** Upon implementation of a franchise fee, the City shall not, pursuant to Section 480A.6 of the Code of Iowa, collect any right of way management fees from the Company.

**SECTION 16.** The City reserves to itself all home rule powers and authority.

**SECTION 17.** The Company shall continually, at its expense, procure and maintain coverage and annually provide evidence of financial resources to pay losses and damages through a combination of self-insurance and commercial insurance or full self-insurance in amounts satisfactory to the City insuring against all claims, demands, or actions for injury, death and damage of property sustained as a result of any one occurrence in an amount of not less than \$2,500,000, and aggregate in the amount of not less than \$5,000,000 arising from, related to, or connected with, the conduct and operation of Company's business in, on, or around the City's public streets and right of ways. The City shall be listed as the additional insured.

**SECTION 18.** This franchise shall apply to and bind the City and the Company and their successors and assigns. No consent shall be required for any assignment or transfer by merger, consolidation, or reorganization. Upon any sale or assignment by the Company, the Company shall file with the City Clerk written notice of the proposed sale or assignment and clearly summarize the proposed procedure and the terms and conditions thereof. If the City determines it needs additional information, the Company shall provide the requested information. The Company shall reimburse the City for the City's costs incurred in reviewing all matters relating to the sale or assignment, including the costs for consultants and technical experts. The City shall have sixty (60) days from the date of written notice

of the sale or assignment to adopt a resolution. If the City fails to adopt a resolution affirming or rejecting the sale or assignment within the sixty (60) day period, the sale or assignment shall be deemed approved.

**SECTION 19.** Either the City or the Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise and pursue any other right or remedy available under law or in equity, including, but not limited to, a claim to recover all damages, costs of enforcement, and reasonable attorneys’ fees. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state and federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

**SECTION 20.** If any provision of this ordinance shall be adjudged to be illegal or void, such adjudication shall not affect the validity of the ordinance as a whole, and the remaining provisions of this ordinance, which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

**SECTION 21.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect to litigation directly or indirectly arising out of, under, or in connection with this ordinance. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**SECTION 22.** This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval, passage, and publication in accordance with Iowa law and the written acceptance by the Company. The City shall provide the Company with an original signed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the City Clerk, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council, this ordinance shall be void and of no effect.

Passed and approved by the Carroll City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

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

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

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

**RESOLUTION ADOPTING REVENUE PURPOSE STATEMENT REGARDING  
USE OF REVENUES FROM PROPOSED ELECTRIC FRANCHISE FEES  
PURSUANT TO IOWA CODE § 364.2(4)(f)**

WHEREAS, the City of Carroll, Iowa is considering an amendment to its current electric franchise with MidAmerican Energy Company (under which a franchise fee will be assessed); and

WHEREAS, the City Council of the City of Carroll will hold a public hearing regarding any amendment to its electric franchise prior to adoption of any amended franchise; and

WHEREAS, Iowa Code § 364.2(4)(f) requires adoption of a "Revenue Purpose Statement" by a city council prior to the adoption of any franchise containing a franchise fee or any ordinance imposing a franchise fee specifying the purpose or purposes for which any revenue generated by a franchise fee will be used, and

WHEREAS, as required by Iowa Code § 364.2(4)(f) a copy of the proposed "Revenue Purpose Statement" has been published in the manner provided by Iowa Code § 362.3.

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

Section 1: The following "Revenue Purpose Statement" is hereby adopted by the City Council of the City of Carroll, to wit:

**REVENUE PURPOSE STATEMENT REGARDING USE OF REVENUE FROM  
MIDAMERICAN ENERGY COMPANY FRANCHISE FEES**

Pursuant to Iowa Code § 364.2(4)(f) the City of Carroll states that all revenue generated from franchise fees assessed on the sales of electricity within the city shall be deposited in the franchise fee account in the general fund and shall be used to reimburse the City for all costs associated with inspecting, supervising or otherwise regulating its franchises. Moneys in the franchise fee account in the general fund in excess of the amounts necessary for costs associated with inspecting, supervising or otherwise regulating its franchises shall be expended for any of the following: the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes; public safety, including the equipping of fire, police, emergency services, sanitation, street, and civil defense departments; the establishment, construction,

reconstruction, repair, equipping, remodeling, and extension of public works, public utilities, and public transportation systems; the repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities; projects designed to prevent or mitigate future disasters as defined in Iowa Code § 29C.2; energy conservation measures for low-income homeowners, low-income energy assistance programs, and weatherization programs; abatement of fees for property damaged by a disaster as defined in Iowa Code § 29C.2; and economic development activities and projects.

Section 2. The City Clerk shall cause this "Revenue Purpose Statement Regarding Use of Revenue from MidAmerican Energy Company Franchise Fees" as adopted to be published in the manner required by Iowa Code § 362.3.

Adopted the 12th day of October, 2020.

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Mayor

ATTEST:

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City Clerk

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

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

**DATE:** September 29, 2020

**SUBJECT:** Carroll City Ordinance Chapter 46.02, 121.01, and 121.07 amendment

Chapter 46 of the Carroll City Codes deals with Minors. Chapter 121 of the Carroll City Codes deals with Cigarette and Tobacco Permits. During the 2020 Legislative session for the State of Iowa, state code was changed to match federal code in which it is now illegal for anyone under the age of 21 to purchase or possess tobacco and vapor products. The attached ordinance amendments make the changes to the City Code of Ordinances to match the state and federal code. Also attached are the code sections indicating the changes.

**RECOMMENDATION:** Council consideration of the ordinance changes to Chapter 46.02 of the City of Carroll Code of Ordinances. Council consideration of the ordinance changes to Chapter 121.01 subsection 1 and 9 of the City of Carroll Code of Ordinances. Council consideration of the ordinance change to Chapter 121.07 of the City of Carroll Code of Ordinances.

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO MINORS

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

SECTION 1. Chapter 46, Section 02, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is repealed and the following adopted in lieu thereof:

46.02 CIGARETTES, TOBACCO, ALTERNATIVE NICOTINE PRODUCTS AND VAPOR PRODUCTS.

It is unlawful for any person under twenty-one (21) years of age to smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes. Possession of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by a person under twenty-one (21) years of age shall not constitute a violation of this section if said person possesses any of these items as part of the person's employment and said person is employed by a person who holds a valid permit under 453A of the Code of Iowa and lawfully sells or offers these products for sale.

(Code of Iowa, Sec. 453A.2)

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

#### 46.02 CIGARETTES, TOBACCO, ALTERNATIVE NICOTINE PRODUCTS AND VAPOR PRODUCTS.

It is unlawful for any person under ~~eighteen (18)~~ **twenty one (21)** years of age to smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes. Possession of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by a person under ~~eighteen (18)~~ **twenty one (21)** years of age shall not constitute a violation of this section if said person possesses any of these items as part of the person's employment and said person is employed by a person who holds a valid permit under 453A of the Code of Iowa and lawfully sells or offers these products for sale.

(Code of Iowa, Sec. 453A.2)



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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL,  
IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO CIGARETTE AND TOBACCO  
PERMITS

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

SECTION 1. Chapter 121, Section 01 of the Code of Ordinances of the City of Carroll,  
Iowa, 2011, is repealed and the following adopted in lieu thereof:

121.01

"Definitions:"

1. "Alternative nicotine product" means a product, not consisting of or containing tobacco, that provides for the ingestion into the body of nicotine, whether by chewing, absorbing, dissolving, inhaling, snorting, or sniffing, or by any other means. "Alternative nicotine product" does not include cigarettes, tobacco products, or vapor products, or a product that is regulated as a drug or device by the United State food and drug administration under chapter V of the federal Food, Drug, and Cosmetic Act.
2. "Carton" means a box or container of any kind in which ten or more packages or packs of cigarettes or tobacco products are offered for sale, sold, or otherwise distributed to consumers.
3. "Cigarette" means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, this definition is not to be construed to include cigars.
4. "Package" or "pack" means a container of any kind in which cigarettes or tobacco products are offered for sale, sold, or otherwise distributed to consumers.
5. "Place of business" means any place where cigarettes or tobacco products are sold, stored or kept for the purpose of sale or consumption by a retailer.
6. "Retailer" means every person who sells, distributes or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, irrespective of the quantity or amount or the number of sales or who engages in the business of selling tobacco products to ultimate consumers.
7. "Self-service display" means any manner of product display, placement, or storage from which a person purchasing the product may take possession of the product, prior to purchase, without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.
8. "Tobacco products" means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.

9. "Vapor Products" means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance. "Vapor product" includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor product" does not include a product regulated as a drug or device by the United State food and drug administration under chapter V of the federal Food, Drug, and Cosmetic Act.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

## 121.01 DEFINITIONS.

For use in this chapter the following terms are defined:

(Code of Iowa, Sec. 453A.1)

1. "Alternative nicotine product" means a product, not consisting of or containing tobacco, that provides for the ingestion into the body of nicotine, whether by chewing, absorbing, dissolving, inhaling, snorting, or sniffing, or by any other means. "Alternative nicotine product" does not include cigarettes, tobacco products, or vapor products, or a product that is regulated as a drug or device by the United States food and drug administration under chapter V of the federal Food, Drug, and Cosmetic Act.
2. "Carton" means a box or container of any kind in which ten or more packages or packs of cigarettes or tobacco products are offered for sale, sold, or otherwise distributed to consumers.
3. "Cigarette" means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, this definition is not to be construed to include cigars.
4. "Package" or "pack" means a container of any kind in which cigarettes or tobacco products are offered for sale, sold, or otherwise distributed to consumers.
5. "Place of business" means any place where cigarettes or tobacco products are sold, stored or kept for the purpose of sale or consumption by a retailer.
6. "Retailer" means every person who sells, distributes or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, irrespective of the quantity or amount or the number of sales or who engages in the business of selling tobacco products to ultimate consumers.
7. "Self-service display" means any manner of product display, placement, or storage from which a person purchasing the product may take possession of the product, prior to purchase, without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.
8. "Tobacco products" means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.
9. "Vapor Products" means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance. "Vapor product" includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or

other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor product" does not include a product regulated as a drug or device by the United States Food and Drug Administration under chapter V of the Federal Food, Drug, and Cosmetic Act.

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO CIGARETTE AND TOBACCO PERMITS

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

SECTION 1. Chapter 121, Section 07 of the Code of Ordinances of the City of Carroll, Iowa, 2011, is amended by adding the following provisions:

121.07

"Persons under legal age:"

No person shall sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one (21) years of age. The provision of this section includes prohibiting a person under twenty-one (21) years of age from purchasing cigarettes or tobacco products from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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



#### 121.07 PERSONS UNDER LEGAL AGE.

No person shall sell, give, or otherwise supply any tobacco, tobacco products, **alternative nicotine products, vapor products**, or cigarettes to any person under ~~eighteen (18)~~ **twenty-one (21)** years of age. The provision of this section includes prohibiting a person under ~~eighteen (18)~~ **twenty-one (21)** years of age from purchasing cigarettes or tobacco products from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

1. For a first violation, the retailer shall be assessed a civil penalty in the amount of three hundred dollars (\$300.00). Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of fourteen (14) days.
2. For a second violation within a period of two years, the retailer shall be assessed a civil penalty in the amount of one thousand five hundred dollars (\$1,500.00) or the retailer's permit shall be suspended for a period of thirty (30) days. The retailer may select its preference in the penalty to be applied under this subsection.
3. For a third violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 30 days.
4. For a fourth violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of sixty (60) days.
5. For a fifth violation with a period of four years, the retailer's permit shall be revoked.

The Clerk shall give ten (10) days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

(Code of Iowa, Sec. 453A.2, 453A.22 and 453A.36[6])

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

*MPW*

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

*BB*

**DATE:** October 5, 2020

**SUBJECT:** Carroll City Ordinance Chapter 1 Section 14 amendment

Chapter 1 Section 14 of the Carroll City Codes deals with Standard Penalty for violation of the City Code of Ordinance. The 2019/20 legislative session amended Iowa State Code 903.1(1a) which sets this fine amount. This amendment adjusts the fine amount for these violations to meet the state standards.

**RECOMMENDATION:** Council consideration and reading of the ordinance amendment to Chapter 1, section 14 of the City of Carroll Code of Ordinances.

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES

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

SECTION 1. Chapter 1, Section 14, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is amended by adding the following provisions:

1.14

“STANDARD PENALTY”

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least ninety dollars (\$90) but not to exceed eight hundred fifty five dollars (\$855). The court may order imprisonment not to exceed thirty (30) days in lieu of a fine or in addition to a fine.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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



#### 1.14 STANDARD PENALTY.

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least ~~sixty-five dollars (\$65.00)~~ **ninety dollars (\$90)** but not to exceed ~~six hundred twenty-five dollars (\$625.00)~~ **eight hundred fifty five dollars (\$855)**. The court may order imprisonment not to exceed thirty (30) days in lieu of a fine or in addition to a fine.

(Code of Iowa, Sec. 364.3[2] and 903.1[1a])

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** October 8, 2020

**SUBJECT:** Westfield Urban Renewal Plan

- Public hearing on the proposed Amendment No. 1 to the Westfield Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the Westfield Urban Renewal Plan

At the September 14, 2020 meeting, Council approved a resolution that began the process to adopt the proposed Amendment No. 1 to the Westfield Urban Renewal Plan. The memo that accompanied that resolution listed the steps needed to amend the urban renewal plan and are discussed below.

On September 24, 2020, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County) to review the proposed Amendment No. 1 to the Westfield Urban Renewal Plan. The minutes are attached. No comments were received from the affected taxing entities.

The notice of tonight's public hearing was published on October 2, 2020 in the Carroll Times Herald.

The proposed Amendment No. 1 to the Westfield Urban Renewal Plan and resolution to adopt the plan are attached. The main changes to the urban renewal plan are:

- Provide a development incentive to BTC, Inc. (dba Western Iowa Networks) for up to \$200,000 to complete stormwater improvements adjacent to their new facility.
- Allows for the City to reimburse the City Road Use Tax funds in the amount of \$144,802.62 related for the work that was completed in 2007-2009 that supported the development of this area. These costs were to be reimbursed to the City; however, the developer went bankrupt and the City was not reimbursed for these costs.

**RECOMMENDATION:** After the public hearing, Council consideration and approval of the resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the Westfield Urban Renewal Plan.

# ***City of Carroll***

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**SEPTEMBER 24, 2020  
10:00AM  
ELECTRONIC MEETING  
CONSULTATION SESSION  
AMENDMENT NO. 1 TO THE WESTFIELD URBAN  
RENEWAL PLAN**

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

No written comments were received.



Michel J. Pogge-Weaver, City Manager

Note: This meeting was rescheduled from September 21, 2020.

## **ITEMS TO INCLUDE ON AGENDA**

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

October 12, 2020

5:15 P.M.

#### **Westfield Urban Renewal Plan**

- Public hearing on the proposed Amendment No. 1 to the Westfield Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the Westfield Urban Renewal Plan

### **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.**

October 12, 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: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 1 to the Westfield Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that \_\_\_\_\_ written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that \_\_\_\_\_ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 1 to the Westfield Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE WESTFIELD URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at this place.

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

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the measure duly adopted.

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

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE WESTFIELD URBAN RENEWAL PLAN

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 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.

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



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

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 1; and

WHEREAS, by resolution adopted on September 14, 2020, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 be sent to all affected taxing entities; and

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

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Carroll Times Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Carroll, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

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

b) The Plan, as amended, and Amendment No. 1 conform to the general plan for the development of the City as a whole; and

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

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

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

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

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

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

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

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

Section 4. That Amendment No. 1 to the Westfield Urban Renewal Plan of the City of Carroll, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Westfield Urban Renewal Plan for the City of Carroll, State of Iowa"; Amendment No. 1, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 1 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 shall be forthwith

certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 12<sup>th</sup> day of October, 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

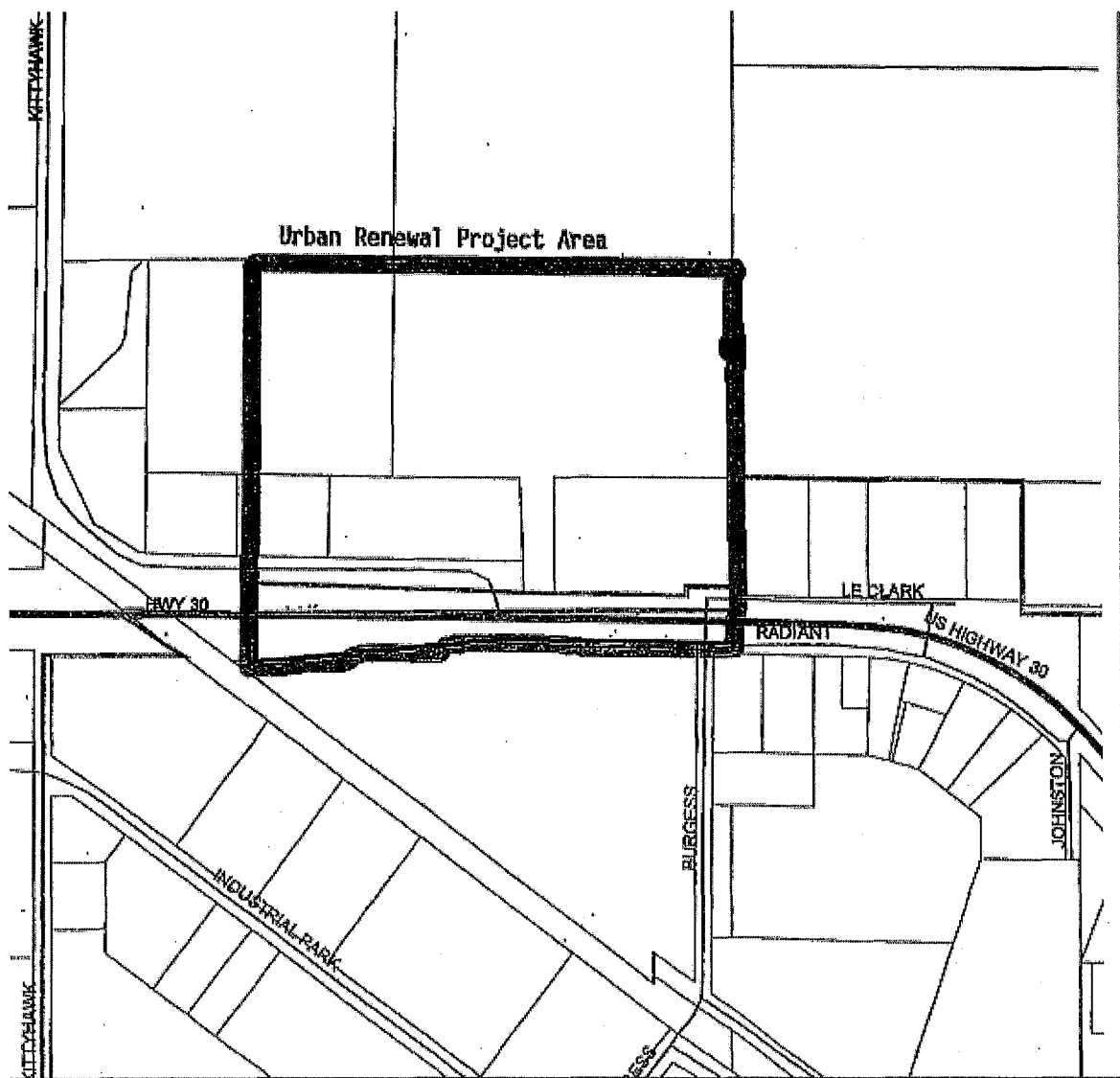
LEGAL DESCRIPTION OF THE WESTFIELD URBAN RENEWAL AREA

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)

01767791-1\10275-074

# 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:** October 8, 2020

**SUBJECT:** Westfield Urban Renewal Plan

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

BTC, Inc. (dba Western Iowa Networks) has requested that the City 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 proposed 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 agreement does include a job creation covenant. The agreement requires 20 full-time equivalent jobs within 90 days of the issuance of the certificate of occupancy and 23 by July 1, 2022. If the minimum number of jobs are not maintained in any given year during the term of the agreement, then the Developer shall not receive the Economic Development Grant for that year.

Finally, the agreement includes a provision related to the Council annually appropriating the tax increment grant payments. This is common language in development agreements of this type in Iowa and without this language the City would be required to count the total amount of the grant against the City's debt obligations and constitutional debt limit. While this language allows the current and future City Council to choose to not appropriate funds for this grant in the future without any recourse from the Developer, such an action does carry consequences for the City. If the Council would choose to not appropriate funds the City's bond rating would likely change to "junk status". In the end, the City's ability to borrow funds could be affected

and if the City were able to borrow funds then the City would likely be hammered with a higher rate that could cost the City more in the end than the grant payments themselves.

The notice of tonight's public hearing was published on October 2, 2020 in the Carroll Times Herald.

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

**RECOMMENDATION:** After the public hearing, Council consideration and approval of the resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and BTC, Inc.



## ITEMS TO INCLUDE ON AGENDA

### CITY OF CARROLL, IOWA

October 12, 2020

5:15 P.M.

#### Westfield Urban Renewal Plan

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

October 12, 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: \_\_\_\_\_

\* \* \* \* \*

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

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

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

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

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

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at this place.

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

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the measure duly adopted.

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

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CARROLL AND BTC, INC.

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, as amended by Amendment No. 1, is on file in the office of the Recorder of Carroll County; and

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

WHEREAS, the City has received a proposal from 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, 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 Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A

and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

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

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

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 12<sup>th</sup> day of October, 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)

01768052-1\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. Developer shall dedicate the Public Improvements in the Development Property to the City upon acceptance by the City, at no cost to the City.

i. 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.

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

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

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

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

n. 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.

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

Section 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]*

CITY OF CARROLL, IOWA

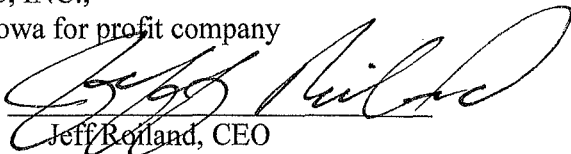
ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF CARROLL )

Notary Public in and for the State of Iowa

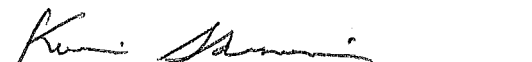
BTC, INC.,  
an Iowa for profit company

By:

  
Jeff Roiland, CEO

STATE OF Iowa )  
 ) SS  
COUNTY OF Carroll )

On this 28<sup>th</sup> day of September, 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

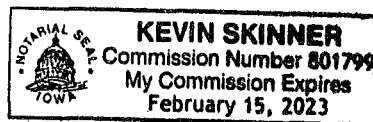


EXHIBIT A

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.

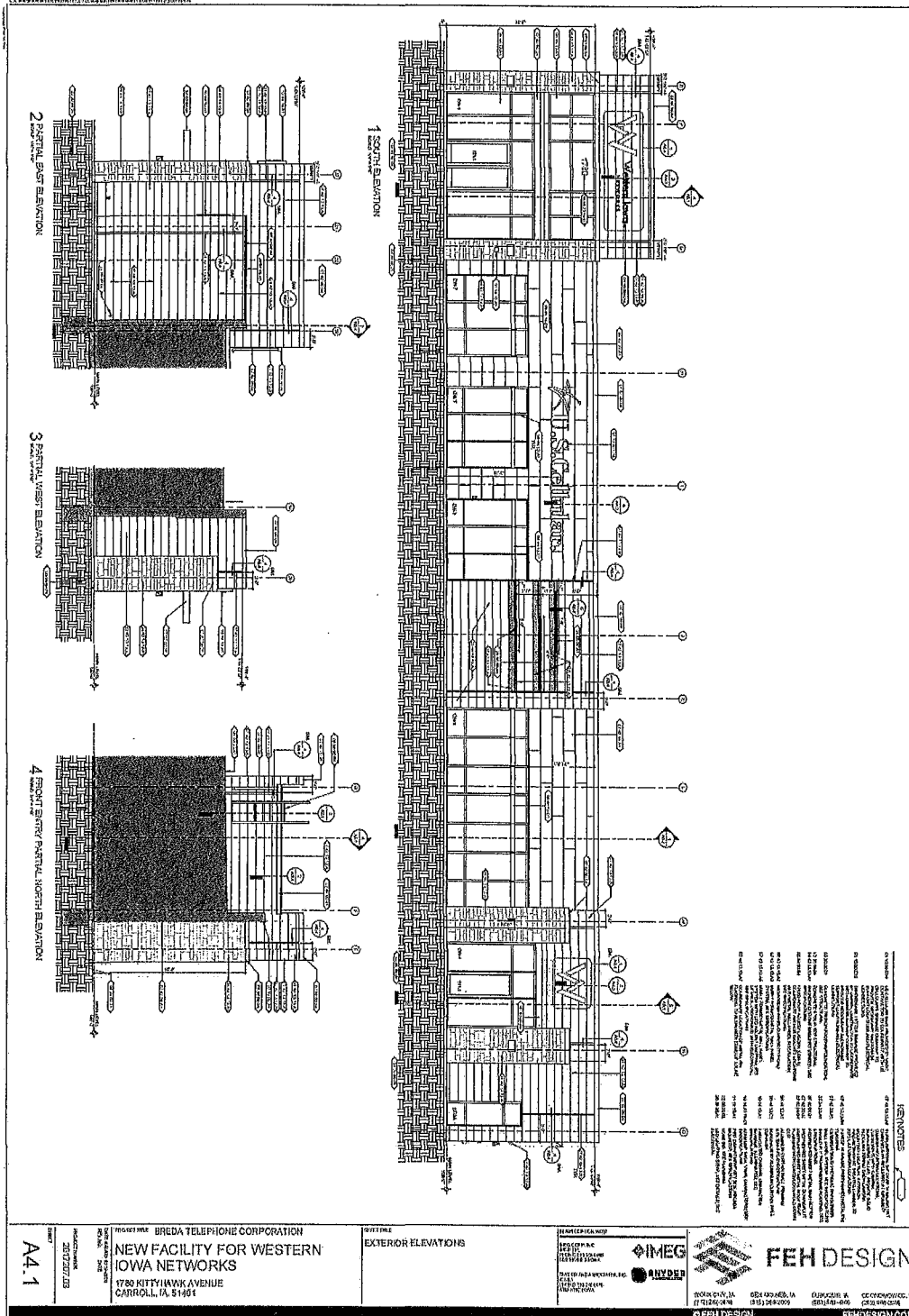
**1 BUILDING CODE PLAN**

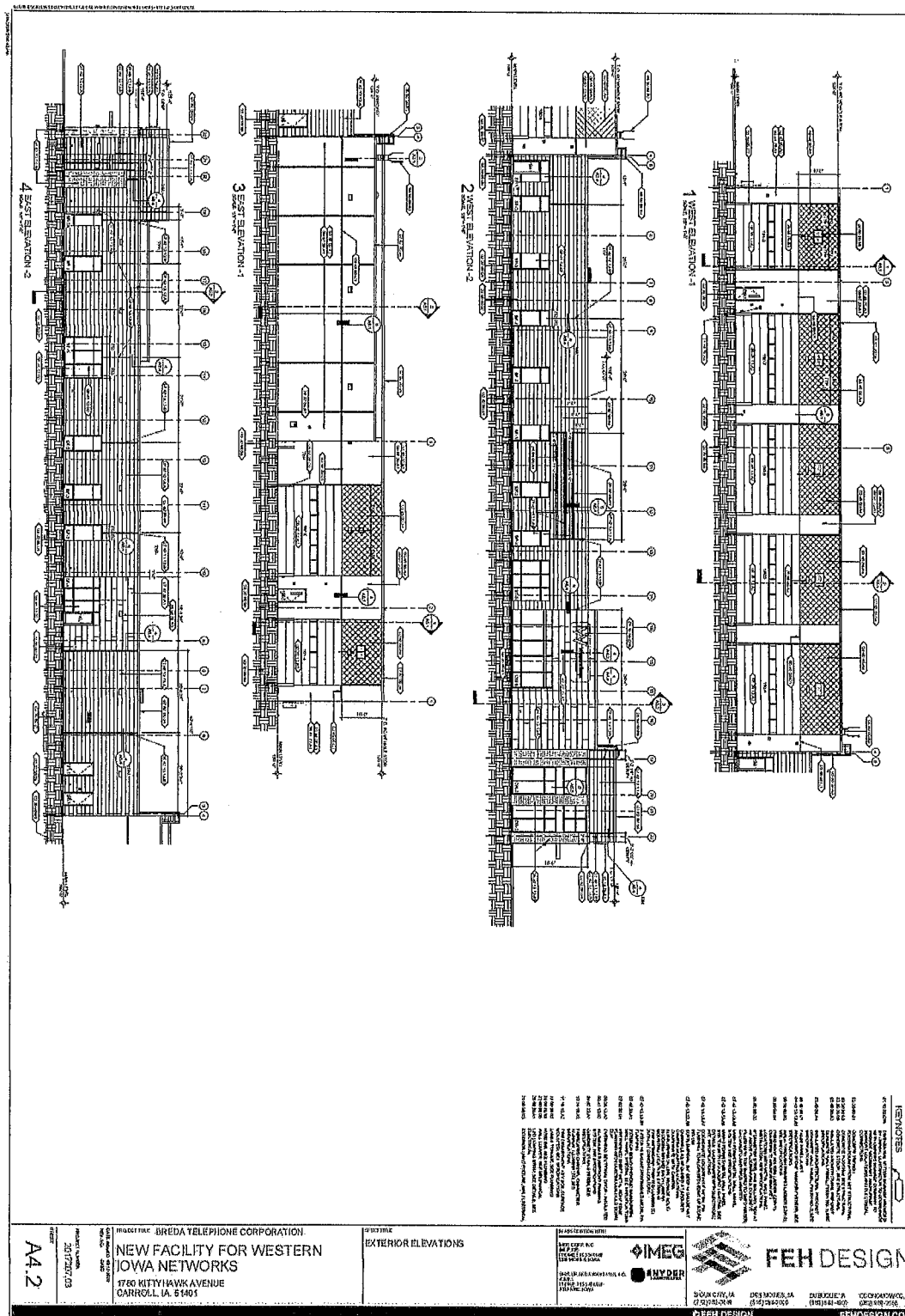
**TABLE OF ROOM AREAS**

Room No.	Room Name	Area (sq. ft.)
101	RECEPTION	100
102	OFFICE	150
103	OFFICE	150
104	OFFICE	150
105	OFFICE	150
106	OFFICE	150
107	OFFICE	150
108	OFFICE	150
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240	OFFICE</	

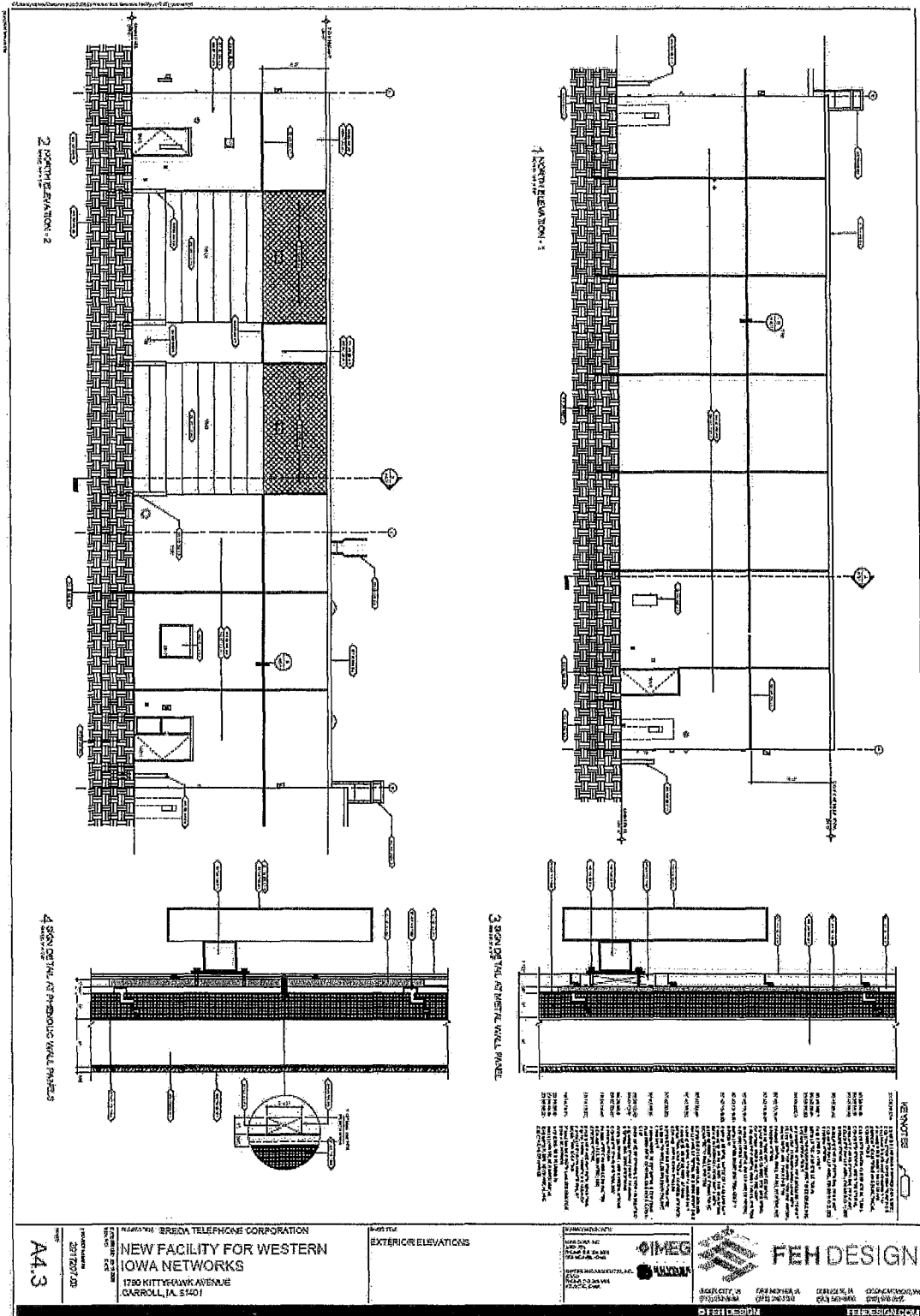
[illegible]

# EXHIBIT B-2 (cont.)





# EXHIBIT B-2 (cont.)



# EXHIBIT B-2 (cont.)

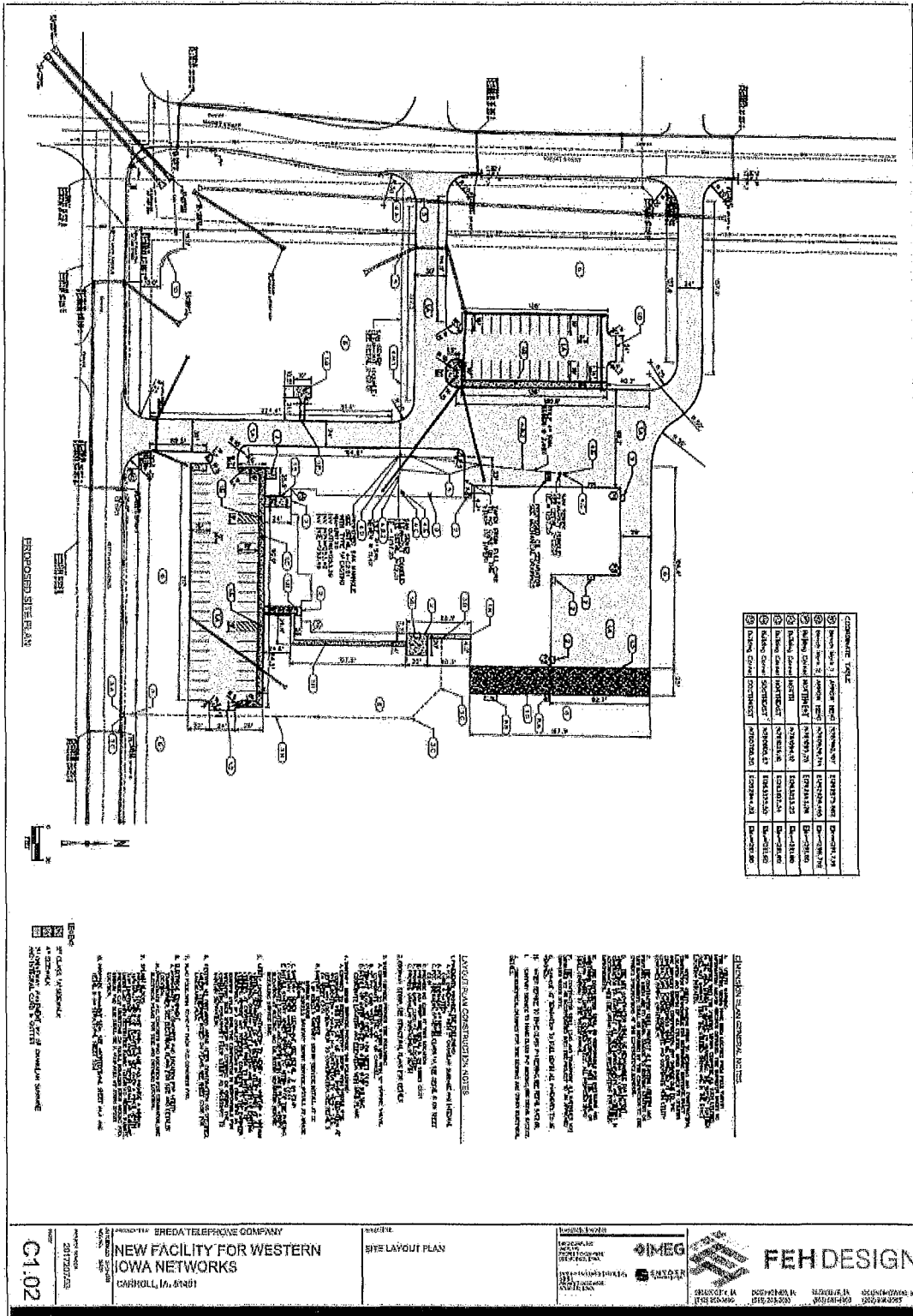


EXHIBIT B-2 (cont.)

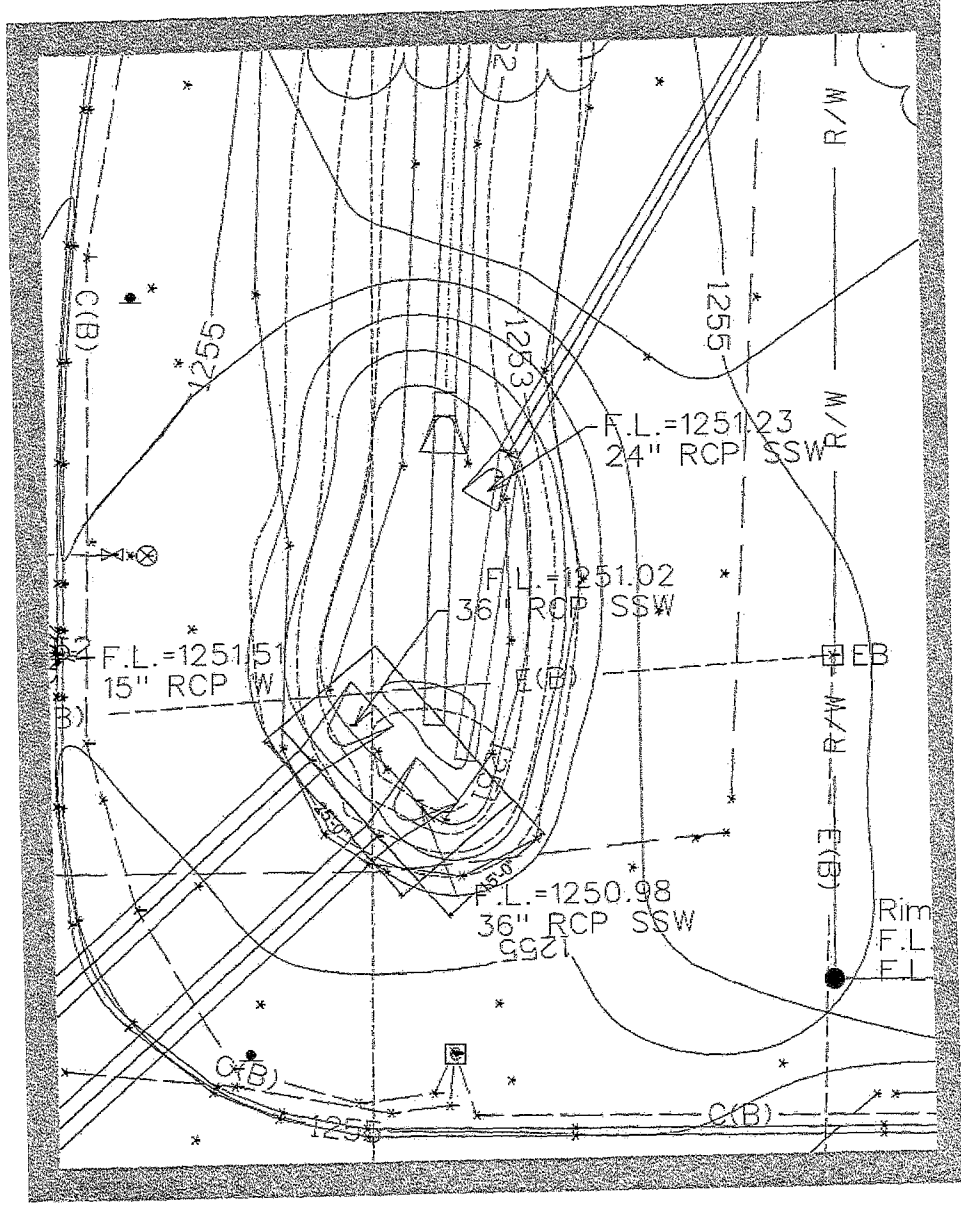




EXHIBIT C-1  
CERTIFICATE OF COMPLETION  
MINIMUM IMPROVEMENTS

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-2

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

Jeff Roiland, CEO

STATE OF Iowa )  
 ) SS  
COUNTY OF Carmath )

On this 28th day of September, 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.

Kevin Skinner

Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement for Developer]*



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").

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

01747960-1\10275-075

# 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 23, 2020

**SUBJECT:** 224 N Main St - Request for Redevelopment Proposals (RFP)

The City purchased 224 N Main St on October 1, 2019 with the purpose of demolishing the former City Apartments building and then sell the property for redevelopment. Demolition work was completed this summer and final environmental testing was completed in September and the City is now in a position to sell the property.

Attached is an RFP to sell the property. The RFP calls for redevelop the property into a residential use. The preferred, but not required, development would be a 4-plex residential building. The RFP considers both land price, future use, developer experience, and architectural style in determining the preferred development proposal.

If the proposed RFP is approved by the City Council, the timeline for proposal and sale of the property is as follows:

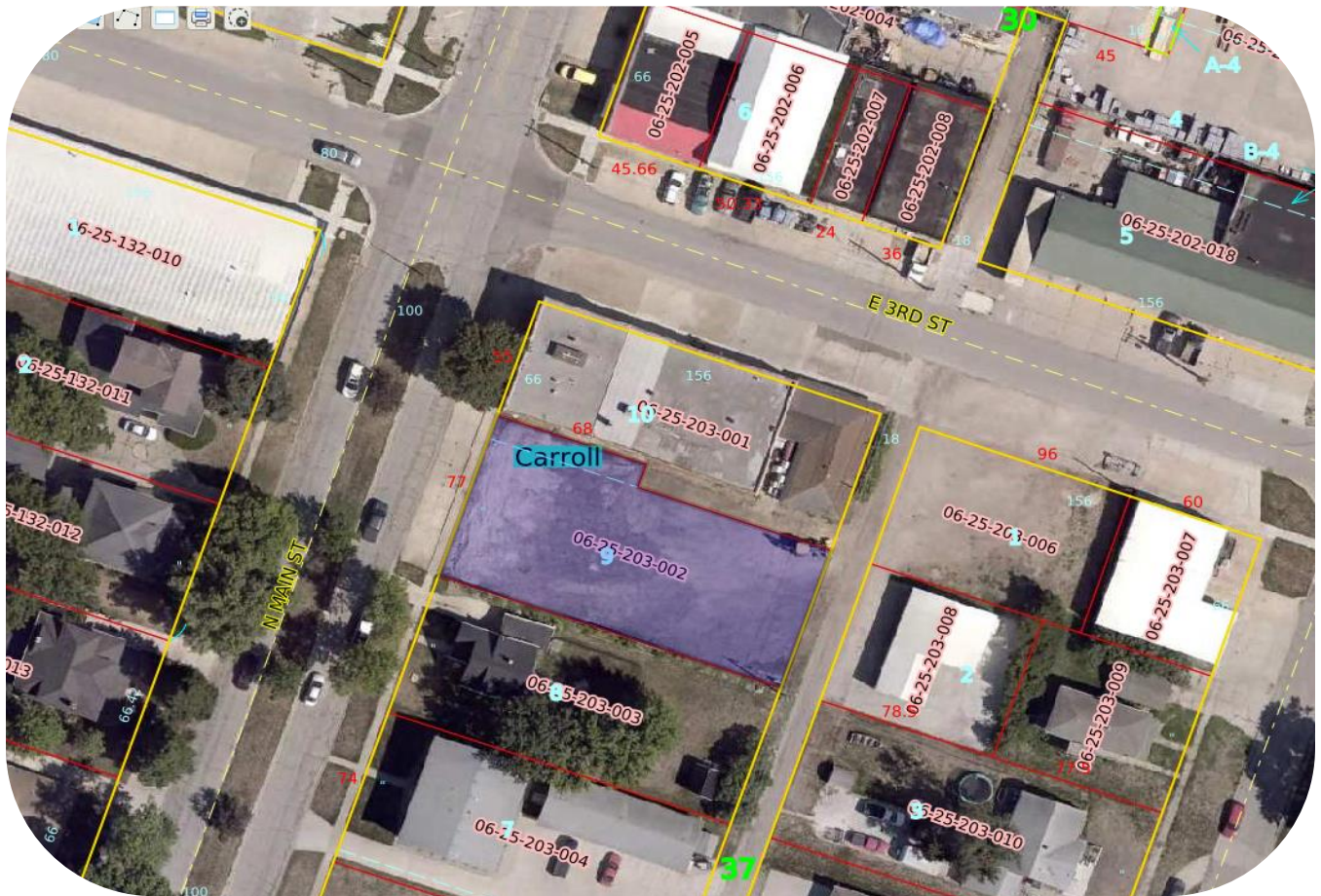
<b>October 12, 2020</b>	<b>City Council approves RFP</b>
October 22, 2020	Informational Meeting – 11:30 a.m. at City Hall
November 12, 2020	11:00 a.m. - Proposal Deadline
November 17, 2020	Review panel recommends preferred Proposal
<b>November 23, 2020</b>	<b>City Council selects preferred Proposal and Sets Public Hearing</b>
<b>December 14, 2020</b>	<b>Public Hearing and City Council approves preferred Proposal</b>

**Bold** items denote City Council action

The RFP calls for the City to enter into a Real Estate Contract of Sale with the Proposer of the preferred development proposal specifying the terms and conditions of the redevelopment. A deed will be provided upon completion of the terms and requirements set forth the Real Estate Contract of Sale. The redevelopment would be required to start within 9 months of the date of the Real Estate Contract of Sale or date otherwise approved and must be completed within 18 months of the date of the Real Estate Contract of Sale.

City policies 304 (Sale of Surplus City Property) and 307 (Appraisals for Real Property Sales and Purchases) cover the City's requirements for the sale of real property by the City. These policies go beyond the requirements of state code. Additionally, the City would like to get this property back into private hands as quickly as possible and feel it is prudent to waive these policies to do that. For those reasons, the Council is asked to waive these police for this real property sale.

**RECOMMENDATION:** Mayor and City Council consideration of a motion waving city policies 304 and 307 related to the sale of real property and approve the proposed Request for Redevelopment Proposals for 224 N Main St.



**City of Carroll**  
Request for Redevelopment Proposal

224 N Main St

**Proposal Due: 11:00 AM on November 12, 2020**

627 N Adams St – Carroll, IA 51401 – (712) 792-1000 – [www.cityofcarroll.com](http://www.cityofcarroll.com)

# Table of Contents

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Section 3. RFP SCHEDULE .....	4
Section 4. GOOD FAITH DEPOSIT .....	4
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Section 9. PROPOSAL EVALUATION .....	5
Section 10. GENERAL REQUIREMENTS .....	5
Section 11. TAX ABATEMENT .....	6

## **ATTACHMENTS**

EXHIBIT A: PROPERTY AERIAL MAP

EXHIBIT B: INFRASTRUCTURE MAP

EXHIBIT C: ASSESSOR'S CARDS

EXHIBIT D: CURRENT SITE PHOTOS

EXHIBIT E: ENVIRONMENTAL REPORTING -Separate document available online and by request

# **REDEVELOPMENT PROPOSAL**

## **224 N Main St**

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### **PROPOSAL SPECIFICATIONS AND REQUIREMENTS:**

#### **Section 1. BACKGROUND**

The City of Carroll (“City”) invites developers, end-users and interested parties (collectively “Proposer”) to submit a development plan (“Proposal”) for a City-owned property at 224 N Main Street, Carroll, Iowa 51401 (“Property”). The legal description of the Property is as follows:

Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37, Second Addition to the City of Carroll, Carroll County, Iowa

The City will consider all Proposals that contemplate development of the Property with a project which enhances the neighborhood with quality architecture, is financially feasible and is consistent with the market.

RFP information for this site is available online at:

<https://www.cityofcarroll.com/Redevelopment-Opportunities>

Proposals will be accepted until 11:00 AM on November 12, 2020.

Proposals are to be submitted to:

City of Carroll  
Attn: Mike Pogge-Weaver  
627 N Adams St  
Carroll, IA 51401

The City will not be bound to accept any Proposal and may decide to abandon the disposition. Any sale of the Property shall be without warranty or guarantee as to its completeness, condition, accessibility or its suitability for intended use of the Proposer. The Property will be based on best reuse of the Property and price. Price will NOT be the sole factor in selling the Property. The Property will be disposed of “as is and where is.”

#### **Section 2. DEVELOPMENT OBJECTIVES**

The City is seeking development proposals that achieve the following objectives:

- Provide an opportunity for infill redevelopment through new construction in an established neighborhood
- Design that enhances the character of the neighborhood
- Preference for projects that provide additional housing as identified in the Carroll County Housing Assessment Study

### **Section 3. RFP SCHEDULE**

<b>October 12, 2020</b>	<b>City Council approves RFP</b>
October 22, 2020	Informational Meeting – 11:30 a.m. City Hall City Council Chambers
November 12, 2020	11:00 a.m. - Proposal Deadline
November 17, 2020	Review panel recommends preferred Proposal
<b>November 23, 2020</b>	<b>City Council selects preferred Proposal and Sets Public Hearing</b>
<b>December 14, 2020</b>	<b>Public Hearing and City Council approves preferred Proposal</b>

**Bold** items denote City Council action

### **Section 4. GOOD FAITH DEPOSIT**

A good faith deposit of 10% of bid amount is required as part of the Proposal. Deposit will be in the form of a cashier's check.

### **Section 5. FINANCIAL ABILITY**

Proposer must show proof of financial ability to complete the Project.

### **Section 6. FUTURE USE**

The Property is zoned I-1 Light Industrial District development. The City's expectation would be that the site would be redeveloped as a multi-family residential development. Proposers are strongly encouraged to submit site plans and building elevations with their Proposal.

### **Section 7. PRESUBMITTAL CONCEPT REVIEW**

Proposers are strongly encouraged to submit a concept review to the City for their review and comment prior to the Proposal deadline. The City can provide a confidential technical review of a Project's conceptual design to the Proposer considering requirements of the zoning code, city code, and other site considerations such as infrastructure, access, etc.

### **Section 8. REVIEW PANEL**

All Proposals will be reviewed and evaluated by a review panel of City Staff. The review panel serves as a recommending body, and only provides a recommendation of a preferred development Proposal for the City Council's consideration. The review panel will make a recommendation of the preferred Proposal for the City Council's consideration based upon the Proposal which best meets the evaluation provided in paragraph 9.



## **Section 9. PROPOSAL EVALUATION**

Proposals will be scored in the following seven categories (100 points total):

- a. Capacity, experience, and capability of the Proposer with similar projects (20 points max)
- b. Number of residential units (20 points max)
  - Four-plex residential building (20 points)
  - Three- plex residential building (10 points)
  - All other proposals (0 points)
- c. Quality of architecture (15 points max)
- d. Compatibility with neighborhood (15 points max)
- e. Land Purchase Offer Price (10 points max)
- f. Financial feasibility (10 points max)
- g. Style of entry to each unit (10 points max)
  - Individual entry to each unit (10 points)
  - Single or combined entry to units (0 points)

## **Section 10. GENERAL REQUIREMENTS**

The Proposer shall be obligated to the following redevelopment requirements:

- a. The City is selling the Property “As is” and shall disclose, in writing, to interested Proposers all of the facts or claims known to the City about any environmental conditions that exist on the Property. The City has completed environmental testing on the Property. Proposers can find the environmental reports for the project on-line during the period of this RFP at <https://www.cityofcarroll.com/Redevelopment-Opportunities>. Copies are also available from the City upon request.
- b. Any tree removal, landscaping, surveying or other work desired by the Proposer is the responsibility of the Proposer. Any unknown or unforeseen conditions are the responsibility of the Proposer.
- c. Property will be kept free of garbage; debris; refuse; building materials; abandoned, non-operational, or junk vehicles; appliances and household furnishings. Yards must be maintained continuously in a healthy manner.
- d. The Property will be used for the purpose of redevelopment and not for speculation in land holding. The City Manager shall review all plans for compliance with this Redevelopment Bid Proposal.
- e. If a Proposal is accepted, the City shall provide a Real Estate Contract of Sale to the Proposer specifying the terms and conditions of the redevelopment Proposal. A deed will be provided upon completion of the terms and requirements set forth the Real Estate Contract of Sale.



- f. Redevelopment proposed must be started within 9 months of the date of the Real Estate Contract of Sale or date otherwise approved and must be completed within 18 months of the date of the Real Estate Contract of Sale.
- g. All proposed work requiring permits in accordance with the codes adopted by the City of Carroll must be secured by a licensed registered contractor who is currently registered with the City of Carroll.
- h. Written Proposals shall be opened upon receipt, can be made available to the public upon request, and shall be reviewed by Review Panel for recommendation of award to the City Council.

## **Section 11. TAX ABATEMENT**

The subject property is eligible for tax abatement on the first seventy-five thousand dollars (\$75,000) of actual value added per living quarter for a period of five (5) years.

More information on the City of Carroll Tax Abatement Program can be found at <https://www.cityofcarroll.com/Tax-Abatement>.

For more information and eligibility requirements on the Tax Abatement Program, contact Mike Pogge-Weaver, City Manager, 627 N Adams St, Carroll, IA 51401, (712)790-3050 or [mpoggeweaver@cityofcarroll.com](mailto:mpoggeweaver@cityofcarroll.com).

**PROPOSAL TO PURCHASE PROPERTY FOR PRIVATE REDEVELOPMENT**

---

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Legal Description: Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37,  
Second Addition to the City of Carroll, Carroll County, Iowa

Land Purchase Offer Price: \_\_\_\_\_

Good Faith Deposit: \_\_\_\_\_

Description of Project or Proposed Use of Property: (For example the type of housing proposed – to be rental or owner occupied, amenities proposed, landscaping planned, etc. This explanation of the housing/development project can be attached as separate page)

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Estimated Cost of Improvements:

Funding Source (s): \_\_\_\_\_

Estimated Sale Price or Rental Cost, if applicable: \_\_\_\_\_

Estimated Time For Commencement: \_\_\_\_\_

Estimated Time For Completion: \_\_\_\_\_

Additional Comments:

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The City reserves the right to waive informalities in the sale procedures herein provided and to reject any and all Proposals. If this Proposal is accepted, the City shall provide a Real Estate Contract of Sale to the Proposer specifying the terms and conditions of the redevelopment proposal. A deed will be provided upon completion of the terms and requirements set forth within.

In the event this Proposal is accepted by the City Council and the Proposer fails or refuses to enter into a contract of sale for the property within 45 days after notification of acceptance of proposal, the City may terminate all rights of the Proposer hereunder, and, in such event, may retain the good faith deposit of the Proposer as liquidated damages and the City may proceed with other arrangements or plans for the sale of the Property to which this Proposal relates.

The City may withdraw from the sale of the Property at any time prior to conveyance of title and possession of said Property by reason of the City being enjoined or prevented from so doing by any order or decision or act of any judicial, legislative, or executive body having authority in the premises, or by reason of the City not being able to transfer unencumbered title. In such case, the deposit can be refunded to the Proposer.

Failure by the Proposer to perform the requirements set forth above in the required time frame will result in the Property reverting back to the City of Carroll. In such event, the City may retain all improvements and funds paid by the Proposer.

Sale, assignment, or transfer of the Real Estate Contract by the Proposer, prior to the completion of the development requirements, must have prior written approval by the City of Carroll.

If you have questions, contact Mike Pogge-Weaver, 627 N Adams St, Carroll, IA 51401; (712) 775-7505 or email [mpoggeweaver@cityofcarroll.com](mailto:mpoggeweaver@cityofcarroll.com).

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Name of Proposer (type or print)

---

Signature

---

Date

EXHIBIT A: PROPERTY AERIAL MAP

<b>PIN</b>	06-25-203-002
<b>Address</b>	224 N MAIN ST
<b>Owner</b>	CARROLL - CITY
<b>Class</b>	MULTI-RES





## EXHIBIT B: INFRASTRUCTURE MAP

**PIN** 06-25-203-002  
**Address** 224 N MAIN ST  
**Owner** CARROLL - CITY  
**Class** MULTI-RES



# EXHIBIT C: ASSESSOR'S CARDS

Carroll County

<https://carroll.iowaassessors.com/parcel.php?gid=227475>



**CARROLL COUNTY ASSESSOR**

Assessor Hub provided by  
Vanguard Appraisals, Inc.

Parcel Number: 06-25-203-002  
Deed Holder: CARROLL - CITY  
Property Address: 224 N MAIN ST  
CARROLL [MAP THIS ADDRESS](#)  
Class: MULTI-RES  
Map Area: CARROLL-C  
Legal Description: SECOND ADDITION BLOCK 37 LOT 9 & S 11 FT OF W 68 FT OF LOT 10  
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



Pin 06-25-203-002 Photo

1 / 3



## Estimated values as of January 01, 2020 - Taxes payable September 2021 and March 2022

Land Value	Dwelling Value	Improvement Value	Total Value
\$22,090	\$1,680	\$0	\$23,770

[Get Current Year Tax Estimate](#)

## Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2019	\$22,090	\$38,420	\$0	\$60,510
2018	\$22,090	\$37,360	\$0	\$59,450

[More Years...](#)

## Land Information

Lot Type	Square Feet	Acres
Sq. Ft x Rate	11,044	0.254

## Commercial Building Information

Occupancy	Year Built	Building Area
Apartment	1890	1,988
Apartment	1920	1,032
Apartment	1920	520
Apartment	1920	60

## Yard Extra Information

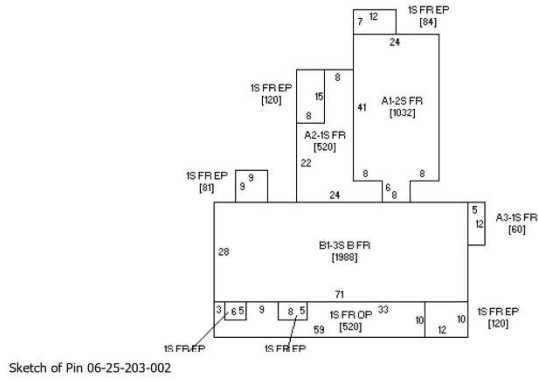
Description	Item Count	Year Built
GARAGE	1	1920

## Sale Information

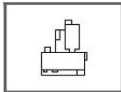
Sale Date	Amount	Non-Useable Transaction Code	Recording
10/01/2019	\$31,500	2 - Sale to/by Government/Exempt Organization	2019/2899
03/17/1995	\$0	1 - Quit Claim Deed	163/286

Building Permit Information					
Date	Number	Tag Descr	Tag Date	Amount	Reason
07/09/2020	200251	Yes	01/01/2021	0	Demo/Rmvl

**Sketch**



1 / 1



**GIS Map Information**





## EXHIBIT D: CURRENT SITE PHOTOS

View from Main Street





View from Alley east of property



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MPW*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** October 7, 2020  
**SUBJECT:** Set Public Hearing Date for FY 2020/2021 Budget Amendment #1

The budget is a document required by the State of Iowa to ensure proper use of public monies. A budget is prepared well in advance of the actual operations. Many things/projects can occur between the time a budget is adopted and the end of that operating year. The budget document is also the City's guide for tracking revenues and expenditures. State of Iowa prohibits spending more than what has been budgeted. Knowing the budget is a working document and events occur that were not originally planned in the budget, a budget amendment is often required to follow State of Iowa Code. Below is a listing of the items to be included in this first budget amendment for FY 2020/2021. Most of the items listed were included in the FY 2020 re-estimated amounts when the FY 2021 budget was prepared with the exception of funding and expenses related to COVID-19.

- 1) **COVID 19/CARES Grants** – The City is working with FEMA for a CDBG Grant for the local food pantries to distribute food gift cards to families. The City is also working with FEMA and the State for reimbursement for expenses related to the COVID-19 pandemic.
- 2) **Park improvements** – A few park improvement items to be included in the budget amendment are carryover money for the removal of ash trees and the purchase of a truck and mower.
- 3) **Golf Course** – These expenses relate to upgrading the pump station and irrigation system as well as funding for tree removal.
- 4) **Rec Center Improvements** – A number of items for the Rec Center include replacing fitness equipment, spa UV, adding pole lights around the building, and HVAC upgrades.
- 5) **Cemetery** – Replacement of the dump truck.
- 6) **CAAT6** – Some money has been allocated to continue improvements to CAAT6.
- 7) **Others** - Other non-general fund items include funding for improvements at the Rec Center and Southside Shelter House, Retail recruitment, the US 30 Corridor Plan, funding for the removal of 224 N Main Street, the Airport runway maintenance project, final payment for the Street Rehab – 2013 project, Pickleball Courts, final payment for the Youth Sports Complex, funding for some trail projects, finishing the Library/City Hall Remodeling projects, the CDBG Housing Rehab project and a generator and CCTV camera at the wastewater plant.

Attached is the notice of public hearing to be published in the newspaper as required by Iowa Code. Also attached is a listing of the items and amounts included in the budget amendment. If you have any questions, please give me a call or stop by City Hall.

**RECOMMENDATION:** Council motion setting Monday, October 26, 2020 as the date for a public hearing for the F.Y. 2020/2021 Budget Amendment #1.



**NOTICE OF PUBLIC HEARING  
AMENDMENT OF FY2020-2021 CITY BUDGET**

The City Council of CARROLL in CARROLL County, Iowa  
will meet at Council Chambers, City Hall, 627 N Adams Street  
at 5:15 PM on 10/26/2020  
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2021  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	6,057,427		6,057,427
Less: Uncollected Property Taxes-Levy Year	2	0		0
<b>Net Current Property Taxes</b>	3	6,057,427	0	6,057,427
Delinquent Property Taxes	4	0		0
TIF Revenues	5	1,123,234		1,123,234
Other City Taxes	6	2,076,574		2,076,574
Licenses & Permits	7	100,900		100,900
Use of Money and Property	8	306,605		306,605
Intergovernmental	9	2,427,186	572,240	2,999,426
Charges for Services	10	5,607,270		5,607,270
Special Assessments	11	0		0
Miscellaneous	12	281,325	89,000	370,325
Other Financing Sources	13	0		0
Transfers In	14	5,457,394	800	5,458,194
<b>Total Revenues and Other Sources</b>	15	23,437,915	662,040	24,099,955
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,530,483		2,530,483
Public Works	17	2,462,557	10,000	2,472,557
Health and Social Services	18	121,895	49,050	170,945
Culture and Recreation	19	3,832,617	604,325	4,436,942
Community and Economic Development	20	275,157	315,000	590,157
General Government	21	1,103,149	25,000	1,128,149
Debt Service	22	1,388,271		1,388,271
Capital Projects	23	7,657,300	806,438	8,463,738
Total Government Activities Expenditures	24	19,371,429	1,809,813	21,181,242
Business Type / Enterprises	25	4,616,689	100,000	4,716,689
<b>Total Gov Activities &amp; Business Expenditures</b>	26	23,988,118	1,909,813	25,897,931
Transfers Out	27	5,457,394	800	5,458,194
<b>Total Expenditures/Transfers Out</b>	28	29,445,512	1,910,613	31,356,125
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	29	-6,007,597	-1,248,573	-7,256,170
Beginning Fund Balance July 1	30	20,624,385	2,712,483	23,336,868
<b>Ending Fund Balance June 30</b>	31	14,616,788	1,463,910	16,080,698

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

COVID-19 grant revenue and expenses, carryover projects from FY 2020 including tree removal for Emerald Ash Borer, parks mower and truck, Rec Center fitness equipment, cemetery truck, Retail Recruitment, US 30 Corridor Plan, capital projects including airport runway maintenance, Pickleball Courts, Youth Sports Complex, trail projects, Library/City Hall Remodel, and CDBG Housing Rehab grant funding and expense.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Laura A. Schaefer  
City Clerk/ Finance Officer Name

# BUDGET AMENDMENT #1 FY 20/21

## GENERAL FUND AMENDMENTS

Plotter	(10,000)
CDBG - COVID 19 Grant - Food Pantry	23,425
CDBG - COVID 19 Grant - New Opportunity	25,625
CDBG - Food Pantry	(23,425)
CDBG - New Opportunity	(25,625)
Emerald Ash Borer Removal	(151,875)
Parks mower with cab & blower	(49,000)
Parks truck with dumpbox	(37,000)
Golf course pump station/irrigation	(41,750)
Golf Course tree work	(10,000)
Rec Center - Fitness Equipment	(32,000)
Rec Center - Spa UV	(10,000)
Rec Center - Pole lights	(25,200)
Rec Center HVAC Upgrades	(102,000)
Aquatic Center - motor replacement	(5,000)
Cemetery - Truck	(47,500)
CARES Act Grant - 2020	10,000
Council Chambers AV Upgrades	(10,000)
CARES Act Grant - 2020	5,000
City Hall Router	(5,000)
CAAT6 Upgrades	(10,000)
Transfer to C.P. - Housing	(800)

<b>7/1/2020 General Fund Balance</b>	<b>\$ 3,912,354</b>
Estimated Revenues	7,765,224
Estimated Expenses	8,126,363
<b>6/30/2020 Projected Balance</b>	<b>\$ 3,551,215</b>

**Note:** The above budget amendment includes expenses and revenues for items of projects that were started in FY 2020 or earlier and have been or are expected to be completed in current FY 2021. These items were all accounted for in the FY 2020 re-estimated amounts when the FY 21 budget was prepared except the grant revenue and expenses for the COVID-19 projects listed.

## LOCAL OPTION SALES TAX FUND

Rec Center Building Improvements	(60,000)
Southside Shelterhouse improvements	(33,000)
Retail Recruitment	(50,000)
US 30 Corridor Plan	(65,000)

## DOWNTOWN UR FUND

Revitalization	(200,000)
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## C.P. AIRPORT

FAA Grant - 3/21 Runway Grant	320,000
3/21 Runway Maintenance	(320,000)
IDOT - Entrance Sign	10,000
Entrance Sign Project	(3,423)

## C.P. STREETS

Street Rehab - 2013	(29,675)
---------------------	----------

## C.P. - PARKS & RECREATION

Pickleball Courts	(170,000)
Youth Sports Complex Lighting	(21,850)
Trails Phase I	(25,000)
Trails Phase II	(45,000)
Trails Phase III	(36,500)

## C.P. - LIBRARY/CITY HALL REMODEL

Donations	89,000
Library Project	(56,000)

## C.P. - HOUSING

Federal Housing Grant	98,190
Housing Rehab - Federal Exp	(98,190)
Housing Rehab - City Exp	(800)
Transfer from General Fund	800

## SEWER UTILITY FUND

Generator	(40,000)
CCTV Camera	(60,000)

## STORM WATER CAP. IMP. FUND

Hungry Canyons Alliance Grant	80,000
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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 *WJP*

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

**DATE:** October 7, 2020

**SUBJECT:** Ash Tree Removal – 2020 Phase II

➤ Report of Bid Opening

In April 2018, Carroll County joined the list of 56 other counties who now have confirmed cases of Emerald Ash Borer infestation. The Iowa Department of Agriculture and Land Stewardship distributed a notice that a tree service contacted them about potentially infested trees in a rural area east of Carroll. The presence of the invasive insect was later confirmed. The beetle does not travel long distances on its own, people are responsible for the transmission, usually in firewood or other wood products. The tree will usually die within two to four years of infestation.

On September 18, 2020 four bids were opened at the time of the opening. Attached is the summary of the bids received.

The lowest responsive bid for each area is below:

<b>Carroll Municipal Golf Course</b>	<b>20 Trees</b>
Trenary's Tree Care – Pomona, KS	\$12,900.00
Snyder Tree Service - Carroll, Iowa	\$12,900.00
<b>City Cemetery</b>	<b>20 Trees</b>
Snyder Tree Service	\$22,000.00
<b>Misc. Parks</b>	<b>20 Trees</b>
Trenary's Tree Care	\$12,900.00
<b>1205 N Grant Road</b>	<b>One Tree</b>
Snyder Tree Service	\$950.00

Snyder Tree Service still has to remove 30 trees from the first 2020 Ash Tree Removal Project. With Snyder having 30 trees plus the possible 20 new trees in the Cemetery, the recommendation would be Trenary's Tree Care to remove the Ash Trees at the Carroll Municipal Golf Course and trees in the Parks. Since the lowest bid for the Cemetery was an unresponsive bid, the recommendation would be to award to the lowest responsive bid from



Snyder Tree Service. Trenary's Tree Care specified approximately one week for removal at each area.

**RECOMMENDATION:** For the Mayor and City Council consideration and approval of the following bids for the 2020 Ash Tree Removal Phase II:

Carroll Municipal Golf Course	
Trenary's Tree Care	\$12,900.00
City Cemetery	
Snyder Tree Service	\$22,000.00
Misc. Parks	
Trenary's Tree Care	\$12,900.00
1205 N Grant Road	
Snyder Tree Service	<u>\$950.00</u>
<b>Total Cost</b>	<b>\$48,750.00</b>

City of Carroll  
Parks & Recreation Department  
Parks & Open Spaces Division  
627 N. Adams Street  
Carroll, Iowa 51401  
712-792-1000  
[www.cityofcarroll.com](http://www.cityofcarroll.com)

## BID OPENING REPORT

Bids were opened: September 18, 2020 @ 1:00 PM

For: Removal of 60 Ash Trees

Pre-Bid Estimate: \$60,000.00

Bidder	Carroll Municipal Golf Course	City Cemetery	Misc Park Locations	Total	1205 N Grant Road
1 Trenary's Tree Care - Pomona, KS	\$ 12,900.00	\$ 26,800.00	\$ 12,900.00	\$ 52,600.00	\$ 1,000.00
2 Eddy's Limbs - Carroll, Iowa	\$ 14,000.00	\$ 14,500.00	\$ 14,000.00	\$ 42,500.00	\$ 1,000.00
3 Gute Tree Service - Carroll, Iowa	\$ 16,000.00	No Bid	No Bid	\$ 16,000.00	\$ 1,800.00
4 Snyder Tree Service - Carroll, Iowa	\$ 12,900.00	\$ 22,000.00	\$ 15,800.00	\$ 50,700.00	\$ 950.00
5					
6					
7					

Signed:

Laura A Schaefer, City Clerk

Date:

9/18/2020

# 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 *MSP-W*

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

**DATE:** October 6, 2020

**SUBJECT:** Report of Bid Opening – Stand-On Mower - 2020

➤ Bid Opening Report

On October 2, 2020 eight proposals were opened at the time of the opening. Attached is the summary of the bids received.

The lowest bid from Haley Equipment – Carroll, Iowa did meet all the bid specifications outlined in the bid documents. :

Haley Equipment – Stander SM 36 Inch Mower	\$5,750.00
--	------------

Staff would recommend the low bid from Haley Equipment – Carroll, Iowa for the bid price of \$5,750.00.

**RECOMMENDATION:** For the Mayor and City Council consideration and approval to accept the proposal from Haley Equipment – Carroll, Iowa for the total bid price of \$5,750.00

City of Carroll  
Parks & Recreation Department - Parks & Open Spaces  
2236 N. West Street  
Carroll, Ia 51401  
(712)792-3326  
(712)792-0139  
Website: [www.cityofcarroll.com](http://www.cityofcarroll.com)

## BID OPENING REPORT

Bids were opened: October 2, 2020 @ 11:15 am

For: Stand On Mower - Parks Department

Pre-Bid Estimate: \$7,000.00 Equipment Additional - 001-6-4030-37272

Bidder	Total Cost
1 <u>Olsen's Outdoor Power - Carroll, Iowa</u>	<u>\$8,282.00</u>
2 <u>Jet's Outdoor Power - Carroll, Iowa</u>	<u>\$7,208.00</u>
3 <u>Jet's Outdoor Power - Carroll, Iowa</u>	<u>\$6,535.00</u>
4 <u>Iowa Small Engine - Carroll, Iowa</u>	<u>\$5,824.00</u>
5 <u>Rueter's Red Power - Carroll, Iowa</u>	<u>\$7,500.00</u>
6 <u>Haley Equipment - Carroll, Iowa</u>	<u>\$5,750.00</u>
7 <u>Haley Equipment - Carroll, Iowa</u>	<u>\$5,950.00</u>
8 <u>VanWall Equipment - Carroll, Iowa</u>	<u>\$6,749.00</u>

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

*Laura A. Schaefer, City Clerk*

Date: \_\_\_\_\_

*10/2/2020*

# 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 *MPW*

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

**DATE:** October 6, 2020

**SUBJECT:** Report of Bid Opening – Cemetery Truck - 2020

➤ Bid Opening Report

On October 2, 2020 five bids were opened at the time of the opening. Attached is the summary of the bids received.

The lowest bids that met all the specifications were from New Way Ford – Coon Rapids and Champion Ford – Carroll, Iowa

New Way Ford – Coon Rapids, Iowa

2021 Ford F-550 Truck	\$52,409.00
Trade In 2001 Dodge 2500 – 59,000 miles	<u>\$(3,000.00)</u>
Total Cost	\$49,409.00

Champion Ford – Carroll, Iowa

2021 Ford F-550 Truck	\$51,469.00
Trade In 2001 Dodge 2500 – 59,000 miles	<u>\$(2,000.00)</u>
Total Cost	\$49,469.00

The two lowest bids are within \$60.00 of each other. Both trucks are the same year and model.



City of Carroll  
Parks & Recreation Department - Cemetery Division  
618 S Grant Road  
Carroll, Ia 51401  
(712)792-1564  
(712)792-0139  
Website: [www.cityofcarroll.com](http://www.cityofcarroll.com)

## **BID OPENING REPORT**

Bids were opened: October 2, 2020 @ 11:00 am

For: Regular Cab Pickup Truck - Cemetery

Pre-Bid Estimate: \$51,000.00 Equipment Replacement - 001-6-4050-37271

Bidder	Standard Size 2021 Pickup	2001 Dodge 2500 Pickup	Total Cost
1 <u>Macke Motors - Lake City, Iowa</u>	<u>\$63,840.00</u>	<u>(\$4,000.00)</u>	<u>\$59,840.00</u>
2 <u>Champion Ford - Carroll, Iowa</u>	<u>\$51,469.00</u>	<u>(\$2,000.00)</u>	<u>\$49,469.00</u>
3 <u>Champion Ford - Rockwell City, Iowa</u>	<u>\$51,851.00</u>	<u>(\$2,000.00)</u>	<u>\$49,851.00</u>
4 <u>New Way Ford - Coon Rapids, Iowa</u>	<u>\$52,409.00</u>	<u>(\$3,000.00)</u>	<u>\$49,409.00</u>
5 <u>Wittrock Motors, Carroll, Iowa</u>	<u>\$51,795.00</u>	<u>(\$1,500.00)</u>	<u>\$50,295.00</u>
6 <u></u>	<u></u>	<u></u>	<u></u>

Signed: Laura A Schaefer, City Clerk  
Date: 10/2/2020

# City of Carroll

---

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

---

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

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



**DATE:** October 8, 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) –
5. Parks, Recreation & Cultural Advisory Board (meets 1<sup>st</sup> Monday of January, March, May, July, September and November) – **September 8, 2020**
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) –

**PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES**  
**September 8, 2020 @ 5:45 P.M.**  
**Council Chambers – City Hall**

The Parks, Recreation and Cultural Board met via gomeeting.com on this date at 5:45 p.m. Members Present: Jeff Aden, Dr. Casey Berlau, Mary Bruner, Matt Hodges, Brook Mikkelsen, Lois Neu and Josh Sporrer. Absent: Summer Boes and Chad Ross. Staff Present: Jack Wardell

The meeting was called to order at 5:45 P.M.

\* \* \* \* \*

Wardell introduced Dr. Casey Berlau to the Parks, Recreation and Cultural Board. No action taken.

\* \* \* \* \*

It was moved by Bruner and seconded by Mikkleson to approve the September 8, 2020 agenda as presented. All present voted Aye.

\* \* \* \* \*

It was moved by Aden and seconded by Sporrer to approve July 6, 2020 minutes. All present voted Aye.

\* \* \* \* \*

No Director of Parks and Recreation report.

\* \* \* \* \*

Board discussed the shelter house hours and there was no recommendation to change shelter house hours at this time. No action taken.

\* \* \* \* \*

Wardell reviewed the draft of a policy that addresses decorations in the cemetery, no action taken.

\* \* \* \* \*

It was moved by Aden and Neu to recommend the following cemetery rates

Lot Fees:		Current	Proposed
	Babyland	\$325.00	\$350.00
	Flush	\$200.00	\$200.00
	Upright	\$500.00	\$525.00



		Current		Proposed	
Opening and Closing		Mon-Fri	Weekends	Mon-Fri	Weekends
	Adult	\$450.00	\$650.00	\$500.00	\$700.00
	Child (0-5)	\$225.00	\$350.00	\$250.00	\$375.00
	Cremations	\$225.00	\$350.00	\$250.00	\$375.00
		Mon-Fri	Weekends	Mon-Fri	Weekends
Disinterment		\$600.00	\$800.00	\$650.00	\$900.00

All present voted Aye

\* \* \* \* \*

It was moved by Sporrer and seconded by Mikkleson to recommend the following rates:

#### **MEMBERSHIPS**

	Current	Proposed
		01/01/2019
Family	\$781.00	\$828.00
Adult	\$509.00	\$534.00
Senior	\$458.00	\$480.00
Senior Couple	\$703.00	\$738.00
Student	\$232.00	\$228.00

Golfers do have the option of taking advantage of paying for any membership over a twelve-month period. If the golfer pays over the twelve months, payments are and would be:

	Current	Proposed
		01/01/2019
Family	\$65.08	\$69.00
Adult	\$42.41	\$44.50
Senior	\$38.16	\$40.00
Senior Couple	\$58.58	\$61.50
Student	\$19.33	\$20.00

The current daily rates are also recommended for a slight increase. The following is the recommendation from staff:

### **GREEN FEES**

#### **CURRENT GREEN FEES**

	<b>WEEKDAYS</b>	<b>WEEKENDS</b>
9 Holes	\$16.50	\$19.00
18 Holes	\$25.00	\$29.00

#### **CURRENT GOLF CART RENTALS**

	<b>WEEKDAYS</b>	<b>WEEKENDS</b>
9 Holes	\$10.00	\$12.50
18 Holes	\$20.00	\$25.00
Seasonal	\$480.00	

#### **CURRENT TRAIL FEES**

9 Holes	\$5.00
18 Holes	\$7.50
Annual	\$200.00

#### **PROPOSED GREEN FEES**

	<b>WEEKDAYS</b>	<b>WEEKENDS</b>
9 Holes	\$17.00	\$20.00
18 Holes	\$27.50	\$32.00

#### **PROPOSED GOLF CART RENTALS – NO CHANGE**

	<b>WEEKDAYS</b>	<b>WEEKENDS</b>
9 Holes	\$10.00	\$12.50
18 Holes	\$20.00	\$25.00

#### **PROPOSED GOLF CART RENTALS**

Seasonal	\$495.00
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#### **PROPOSED TRAIL FEES – NO CHANGE**

9 Holes	\$5.00
18 Holes	\$7.50
Annual	\$200.00

All present voted Aye.

\* \* \* \* \*

It was moved by Aden and seconded by Mikkleson to recommend to Council the following Recreation Center rates:

**YEARLY MEMBERSHIP (updated – January 1, 2019) - Ordinance 114.03**

	<b>Current</b>		<b>Proposed</b>	<b>PAMP</b>
Family	\$453.00	Family	\$474.00	\$39.50
Single Parent	\$399.00	Single Parent	\$420.00	\$35.00
Adult	\$228.00	Adult	\$240.00	\$20.00
College Student	\$204.00	College Student	\$216.00	\$18.00
Youth	\$156.00	Youth	\$168.00	\$14.00
Senior	\$204.00	Senior	\$216.00	\$18.00
Senior Couple	\$360.00	Senior Couple	\$378.00	\$31.50

**24 Hours Access \$10.00/month/person additional to yearly membership**

**MONTHLY MEMBERSHIP (updated – November 2018)**

	<b>Current:</b>		<b>Proposed:</b>
Family	\$50.00	Family	\$52.00
Single Parent	\$47.00	Single Parent	\$49.00
Adult	\$31.00	Adult	\$33.00
College Student	\$29.00	College Student	\$31.00
Youth	\$23.00	Youth	\$25.00
Senior	\$29.00	Senior	\$31.00
Senior Couple	\$45.00	Senior Couple	\$47.00

All present voted Aye

\* \* \* \* \*

It was moved by Sporrer and seconded by Bruner to recommend to Council the following rates at the theatre:

**Current:**

	<b>Non-Profit Organizations</b>	<b>Profit Organizations</b>
Stage	\$30.00 / 5 hr.	\$35.00 / 5 hr.
Projection Booth	\$30.00 / 5 hr.	\$35.00 / 5 hr.
Seats	\$80.00 / 5 hr.	\$130.00 / 5 hr.
Practice Days	\$40.00	

Concert / Rehearsal Practice and Performance

**Proposed**  
\$200.00 per day

All present voted Aye.

\* \* \* \* \*

Wardell recommend to the board no fee increases to the Carroll Family Aquatic Center.  
No action taken.

\* \* \* \* \*

Wardell discussed the F.Y 21 budget. No action needed.

\* \* \* \* \*

It was moved by Sporrer and seconded by Mikkleson to adjourn at 6:31. All present voted  
Aye.

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** October 7, 2020

**SUBJECT:** Carroll Recreation Center Fees

- Proposed Carroll Recreation Center Membership Rates Review

The last time memberships were raised was November 2018. As personnel and services, and capital items are steadily increasing memberships should see a moderate increase. Another consideration for the City Council to consider is having Resident and Non-Resident Fees. Non-Resident members would be considered with home addresses outside City of Carroll voting precincts.

Below is the recommendation of the staff.

The current rates are as follows:

## **YEARLY MEMBERSHIP (updated – 11/01/2018) - Ordinance 114.03**

	<b>Current</b>	<b>Resident</b>	<b>Proposed</b>	<b>PAMP</b>
Family	\$453.00	Family	\$474.00	\$39.50
Single Parent	\$399.00	Single Parent	\$420.00	\$35.00
Adult	\$228.00	Adult	\$240.00	\$20.00
College Student	\$204.00	College Student	\$216.00	\$18.00
Youth	\$156.00	Youth	\$168.00	\$14.00
Senior	\$204.00	Senior	\$216.00	\$18.00
Senior Couple	\$360.00	Senior Couple	\$378.00	\$31.50

	<b>Non-Resident</b>	<b>Proposed</b>	<b>PAMP</b>
Family		\$498.00	\$41.50
Single Parent		\$441.00	\$36.75
Adult		\$252.00	\$21.00
College Student		\$228.00	\$19.00
Youth		\$180.00	\$15.00
Senior		\$228.00	\$19.00
Senior Couple		\$396.00	\$33.00

**24 Hours Access \$10.00/month/person additional to yearly membership**

**MONTHLY MEMBERSHIP (updated – November 2018)**

	<b>Current:</b>	<b>Resident</b>	<b>Proposed:</b>
Family	\$50.00	Family	\$52.00
Single Parent	\$47.00	Single Parent	\$49.00
Adult	\$31.00	Adult	\$33.00
College Student	\$29.00	College Student	\$31.00
Youth	\$23.00	Youth	\$25.00
Senior	\$29.00	Senior	\$31.00
Senior Couple	\$45.00	Senior Couple	\$47.00

<b>Non-Resident</b>	<b>Proposed</b>
Family	\$54.00
Single Parent	\$51.00
Adult	\$35.00
College Student	\$33.00
Youth	\$27.00
Senior	\$33.00
Senior Couple	\$49.00

If new rates are approved the recommendation would be to have rates changed January 1, 2021. This would allow staff time to inform the members of the new rates by mailing out postcards with the new rates.

HISTORY OF RATE INCREASES - REC CENTER

Increase %	9/15/1981	9/1/1984	10/1/1987	7/1/1990	7/1/1992	4/1/1996	7/1/1997	12/1/1998	11/8/1999	10/9/2000	10/22/2001	10/23/2002	1/1/2004	1/1/2006	1/1/2008	1/1/2010	1/1/2012
				5%	10%	5%	5%	10%	10%	5%	5%	5%	5%	5%	5%	5%	5%
<u>Family</u>																	
Annual	144.00	158.00	158.00	166.00	183.00	192.00	201.60	222.00	244.00	256.00	269.00	282.00	296.00	308.00	324.00	340.00	382.00
6-month		104.00	104.00	109.00	120.00	126.00	132.30	146.00	161.00	169.00	177.00	186.00	195.00	203.00	214.00	225.00	253.00
3-month	48.00					75.00	78.75	87.00	96.00	101.00	106.00	111.00	118.00	122.00	128.00	134.00	151.00
<u>Adult</u>																	
Annual	72.00	79.00	79.00	83.00	91.00	96.00	100.80	111.00	122.00	128.00	135.00	142.00	149.00	155.00	163.00	171.00	191.00
6-month		53.00	53.00	56.00	62.00	65.00	68.25	75.00	83.00	87.00	91.00	96.00	101.00	105.00	111.00	117.00	132.00
3-month	24.00					45.00	47.25	52.00	57.00	60.00	63.00	66.00	69.00	72.00	76.00	80.00	90.00
<u>Youth</u>																	
Annual	36.00	40.00	52.00	55.00	61.00	64.00	68.25	75.00	83.00	87.00	91.00	96.00	101.00	105.00	111.00	117.00	132.00
6-month		26.50	35.00	37.00	41.00	43.00	45.15	50.00	55.00	58.00	61.00	64.00	67.00	70.00	74.00	78.00	88.00
3-month	12.00					32.00	33.60	37.00	41.00	43.00	45.00	47.00	49.00	51.00	54.00	57.00	64.00
<u>Senior Citizen</u>																	
Annual	24.00	40.00	52.00	55.00	61.00	86.00	90.30	100.00	110.00	116.00	122.00	128.00	134.00	140.00	147.00	154.00	173.00
6-month			40.00	42.00	46.00	58.00	60.90	67.00	74.00	78.00	82.00	86.00	90.00	94.00	99.00	104.00	117.00
3-month						40.00	42.00	46.00	51.00	54.00	57.00	60.00	63.00	66.00	70.00	74.00	83.00

	2/1/2013	7/1/2016	P.A.M.P	Monthly	Current		
					11/1/2018	P.A.M.P	Monthly
Family	401.00	421.00	35.08	47.50	\$ 453.00	\$ 37.75	\$ 50.00
Single Parent	353.00	371.00	30.91	45.00	\$ 399.00	\$ 33.25	\$ 47.00
Adult	201.00	211.00	17.58	29.00	\$ 228.00	\$ 19.00	\$ 31.00
College	171.00	180.00	15.00	27.00	\$ 204.00	\$ 17.00	\$ 29.00
Youth	139.00	146.00	12.16	21.00	\$ 156.00	\$ 13.00	\$ 23.00
Senior	180.00	189.00	15.75	27.00	\$ 204.00	\$ 17.00	\$ 29.00
S. Couple	319.00	335.00	27.91	43.00	\$ 360.00	\$ 30.00	\$ 45.00

# 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 *MP-W*

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

**DATE:** October 7, 2020

**SUBJECT:** Aquatic Center 2020 Update

A summary of the Aquatic Center financials is below:

Aquatic Center	Revenue	Expenses	Personnel	Services & Commodities	Capital	Deficit
F.Y. 08-09	\$ 410	\$ 798	\$ -	\$ 798	\$ -	\$ (388)
F.Y. 09-10	\$ 165,425	\$ 95,976	\$ 41,308	\$ 54,668	\$ -	\$ 69,449
F.Y. 10-11	\$ 138,412	\$ 116,976	\$ 57,818	\$ 54,324	\$ 4,834	\$ 21,436
F.Y. 11-12	\$ 139,281	\$ 119,152	\$ 49,938	\$ 69,214	\$ -	\$ 20,129
F.Y. 12-13	\$ 118,807	\$ 112,753	\$ 42,823	\$ 61,742	\$ 8,188	\$ 6,054
F.Y. 13-14	\$ 106,361	\$ 125,520	\$ 38,523	\$ 86,504	\$ 493	\$ (19,159)
F.Y. 14-15	\$ 98,717	\$ 99,351	\$ 33,533	\$ 61,606	\$ 4,212	\$ (634)
F.Y. 15-16	\$ 122,508	\$ 113,659	\$ 44,276	\$ 63,639	\$ 5,744	\$ 8,849
F.Y. 16-17	\$ 109,314	\$ 132,605	\$ 63,336	\$ 69,269	\$ -	\$ (23,291)
F.Y. 17-18	\$ 100,489	\$ 130,161	\$ 61,781	\$ 65,207	\$ 3,173	\$ (29,672)
F.Y. 18-19	\$ 87,857	\$ 124,482	\$ 64,651	\$ 59,831	\$ -	\$ (36,625)
F.Y. 19-20	\$ 47,402	\$ 207,547	\$ 61,749	\$ 45,710	\$ 100,087	\$ (160,145)
Totals	\$ 1,234,983	\$ 1,171,433	\$ 559,736	\$ 692,512	\$ 126,731	\$ (143,997)

This past year the City had three projects at the Aquatic Center:

I. Painting and caulking of the pool	\$ 41,555
II. Pool Heater	\$ 43,000
III. New water pads	<u>\$ 15,532</u>
	\$100,087

Attendance this year was extremely low due to COVID 19. Attendance was 5,498 patrons for the season. A typical season ranges from 14,000 – 17,000 patrons per season.

## Membership and Fees:

Family Season Pass	\$190.00
Caregiver	\$25.00
Single (4 years & older)	\$95.00
Bulk Rate	\$400.00 (100 punches)
Daily Admission	\$6.00 (4 years and Older)



**Proposed Fees:**

Family Season Pass	\$200.00
Caregiver	\$30.00
Single (4 years & older)	\$100.00
Bulk Rate	\$425.00 (100 punches)
Daily Admission	\$6.00 (4 years and Older)

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Jack Wardell, Director of Parks & Recreation

**DATE:** October 8, 2020

**SUBJECT:** Carroll Municipal Golf Course Fees

The following information shows the history of number of golf course memberships and revenue vs. expenses for the fiscal years 2000 through 2020.

Year	Members		Revenue	Expenditures	Profit/Loss
2000	799	F.Y. 00	\$370,013	\$301,428	\$ 68,585
2001	604	F.Y. 01	\$302,698	\$255,468	\$ 47,230
2002	453	F.Y. 02	\$273,508	\$282,518	\$ (9,010)
2003	450	F.Y. 03	\$218,752	\$287,716	\$ (68,964)
2004	514	F.Y. 04	\$324,184	\$328,270	\$ (4,086)
2005	531	F.Y. 05	\$341,234	\$361,560	\$ (20,326)
2006	534	F.Y. 06	\$365,653	\$349,718	\$ 15,935
2007	497	F.Y. 07	\$350,744	\$362,951	\$ (12,207)
2008	499	F.Y. 08	\$363,795	\$424,065	\$ (60,270)
2009	446	F.Y. 09	\$417,939	\$372,701	\$ 45,238
2010	410	F.Y. 10	\$373,865	\$384,970	\$ (11,105)
2011	437	F.Y. 11	\$443,310	\$415,899	\$ 27,411
2012	438	F.Y. 12	\$422,531	\$443,905	\$ (21,374)
2013	450	F.Y. 13	\$384,353	\$396,528	\$ (12,175)
2014	453	F.Y. 14	\$473,668	\$438,191	\$ 35,477
2015	449	F.Y. 15	\$409,184	\$455,244	\$ (46,060)
2016	427	F.Y. 16	\$434,228	\$414,341	\$ 19,887
2017	414	F.Y. 17	\$417,467	\$443,514	\$ (26,047)
2018	392	F.Y. 18	\$392,479	\$441,636	\$ (49,157)
2019	379	F.Y. 19	\$413,640	\$476,265	\$ (87,008)
2020	388	F.Y. 20	\$378,977	\$442,771	\$ (63,793)

The last fee increase at the Carroll Municipal Golf Course was March 2016. The following are all proposed increases that will need City Council approval

### **MEMBERSHIPS**

	Current 01/01/201	Proposed 01/01/2021
Family	\$781.00	\$828.00
Adult	\$509.00	\$534.00
Senior	\$458.00	\$480.00
Senior Couple	\$703.00	\$738.00
Student	\$232.00	\$228.00

Golfers do have the option of taking advantage of paying for any membership over a twelve month period. If the golfer pays over the twelve months, payments are and would be:

	Current 01/01/2019	Proposed 01/01/2021
Family	\$65.08	\$69.00
Adult	\$42.41	\$44.50
Senior	\$38.16	\$40.00
Senior Couple	\$58.58	\$61.50
Student	\$19.33	\$19.00

The current daily rates are also recommended for a slight increase. The following is the recommendation from staff:

### **GREEN FEES**

#### **CURRENT GREEN FEES**

	WEEKDAYS	WEEKENDS
9 Holes	\$16.50	\$19.00
18 Holes	\$25.00	\$29.00

#### **CURRENT GOLF CART RENTALS**

	WEEKDAYS	WEEKENDS
9 Holes	\$10.00	\$12.50
18 Holes	\$20.00	\$25.00
Seasonal	\$480.00	

CURRENT TRAIL FEES

9 Holes	\$5.00
18 Holes	\$7.50
Annual	\$200.00

PROPOSED GREEN FEES

	WEEKDAYS	WEEKENDS
9 Holes	\$17.00	\$20.00
18 Holes	\$27.50	\$32.00

PROPOSED GOLF CART RENTALS – NO CHANGE

	WEEKDAYS	WEEKENDS
9 Holes	\$10.00	\$12.50
18 Holes	\$20.00	\$25.00

PROPOSED GOLF CART RENTALS

Seasonal	\$495.00
----------	----------

PROPOSED TRAIL FEES – NO CHANGE

9 Holes	\$5.00
18 Holes	\$7.50
Annual	\$200.00

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** October 7, 2020

**SUBJECT:** Memo to Council - Proposed Cemetery Rates

The rates were last adjusted in May 2011 and 2013. The only change in 2013 was Adult weekend charges changed from \$550.00 to \$650.00 otherwise all other rates have not been changed since 2011. Below is a chart showing the current and recommended rates.

## Resolution No. 1158

Lot Fees:		Current	Proposed		
	Babyland	\$325.00	\$350.00		
	Flush	\$200.00	\$200.00		
	Upright	\$500.00	\$525.00		
		Current		Proposed	
Opening and Closing		Mon-Fri	Weekends	Mon-Fri	Weekends
	Adult	\$450.00	\$650.00	\$500.00	\$700.00
	Child (0-5)	\$225.00	\$350.00	\$250.00	\$375.00
	Cremations	\$225.00	\$350.00	\$250.00	\$375.00
		Current		Proposed	
Disinterment		Mon-Fri	Weekends	Mon-Fri	Weekends
		\$600.00	\$800.00	\$650.00	\$900.00

Carroll has been below the average price for these services. These recommended rates will bring our rates closer to the rates being charged by the other cities, but will still be below the average of many cities. Rates have not changed since 2011 and 2013, personnel and most other expenses have increased so the City should offset some of the expenses by rate increases.

## History of Revenue vs. Expenses:

Cemetery	Revenue	Expenses	Personnel	Services & Commodities	Capital	Deficit
F.Y. 01-02	\$ 31,203	\$ 72,576	\$ 50,813	\$ 10,623	\$ 11,140	\$ (41,373)
F.Y. 02-03	\$ 29,624	\$ 73,943	\$ 61,216	\$ 12,727	\$ -	\$ (44,319)
F.Y. 03-04	\$ 27,816	\$ 87,364	\$ 68,999	\$ 14,466	\$ 3,899	\$ (59,548)
F.Y. 04-05	\$ 51,293	\$ 93,024	\$ 72,589	\$ 7,135	\$ 13,300	\$ (41,731)
F.Y. 05-06	\$ 40,770	\$ 125,302	\$ 75,629	\$ 11,972	\$ 37,701	\$ (84,532)
F.Y. 06-07	\$ 41,517	\$ 112,823	\$ 81,815	\$ 18,719	\$ 12,289	\$ (71,306)
F.Y. 07-08	\$ 46,341	\$ 146,277	\$ 82,417	\$ 20,626	\$ 43,234	\$ (99,936)
F.Y. 08-09	\$ 50,926	\$ 119,635	\$ 87,519	\$ 17,895	\$ 14,221	\$ (68,709)
F.Y. 09-10	\$ 36,321	\$ 104,890	\$ 83,236	\$ 19,914	\$ 1,740	\$ (68,569)
F.Y. 10-11	\$ 52,809	\$ 104,034	\$ 88,081	\$ 15,953	\$ -	\$ (51,225)
F.Y. 11-12	\$ 54,665	\$ 130,620	\$ 99,132	\$ 18,529	\$ 12,959	\$ (75,955)
F.Y. 12-13	\$ 45,282	\$ 109,728	\$ 94,469	\$ 15,259	\$ -	\$ (64,446)
F.Y. 13-14	\$ 59,920	\$ 122,837	\$ 104,063	\$ 18,495	\$ 279	\$ (62,917)
F.Y. 14-15	\$ 53,630	\$ 125,330	\$ 103,389	\$ 17,214	\$ 4,727	\$ (71,700)
F.Y. 15-16	\$ 55,156	\$ 137,320	\$ 108,733	\$ 15,937	\$ 12,650	\$ (82,164)
F.Y. 16-17	\$ 66,878	\$ 160,815	\$ 115,998	\$ 17,849	\$ 26,968	\$ (93,937)
F.Y. 17-18	\$ 54,984	\$ 132,176	\$ 114,219	\$ 17,957	\$ -	\$ (77,192)
F.Y. 18-19	\$ 58,392	\$ 146,561	\$ 89,356	\$ 50,836	\$ 6,369	\$ (88,169)
F.Y. 19-20	\$ 49,126	\$ 98,071	\$ 78,772	\$ 19,298	\$ -	\$ (48,945)
Totals	\$ 906,653	\$ 2,105,255	\$ 1,660,445	\$ 341,404	\$ 201,476	\$ (1,247,728)



# 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 *MP-W*  
**FROM:** Jack Wardell, Director of Parks and Recreation *fw*  
**DATE:** October 7, 2020  
**SUBJECT:** Cemetery Grave Decorations  
➤ Review of Code of Ordinances – Chapter 115  
➤ Policies and Procedures – Policy 0821 - Draft

Attached to this memorandum is Chapter 115 – Cemetery Ordinance. Staff would like to discuss a few of the items during the work session. The items to be discussed are:

115.09 GRAVE MARKERS.  
115.11.7 Cremation Burials.  
115.13 LANDSCAPING AND PLANTING.

Also attached is a new policy proposal. Currently there is no written policy in place to give staff direction and authority to discuss with the families the of placing flowers, memorials or other items on or near the headstones.



The sign in this memorandum does inform the families when the temporary flowers will be removed by cemetery staff but does not address many of the other concerns that will be reviewed at the workshop. Staff will be looking for direction on these few items.



## CHAPTER 115

### CEMETERY

115.01 Definition	115.09 Grave Markers
115.02 Trusteeship and Establishment of Trust Fund	115.10 Mausoleums
115.03 Cemetery Sexton	115.11 Additional Regulations
115.04 Perpetual Care Registry	115.12 Memorial Work
115.05 Sale of Interment Rights	115.13 Landscaping and Planting
115.06 Perpetual Care	115.14 Right to Replat
115.07 Rules and Regulations	115.15 Transfers or Assignments
115.08 Foundations	115.16 Gifts to Employees Prohibited

**115.01 DEFINITION.** The term "cemetery" means the City Cemetery, which is a municipal cemetery under the provisions of Chapter 523I of the *Code of Iowa* and which shall be operated under the provisions of Chapter 523I of the *Code of Iowa* and this chapter.

*(Code of Iowa, Sec. 523I.501)*

**115.02 TRUSTEESHIP AND ESTABLISHMENT OF TRUST FUND.** A perpetual trust is hereby established for the cemetery in accordance with Iowa Code Chapter 523I, the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than twenty percent of the gross selling price, or \$50.00, whichever is more, for each sale of interment rights within the cemetery. The fund shall be administered in accordance with the purposes and provisions of Iowa Code Chapter 523I. The perpetual care cemetery fund shall be maintained separate from all operating funds of the cemetery and the principal of the fund shall not be reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations. The City hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces and cemetery property.

*(Ord. 1605 – Jun. 16 Supp.)*

**115.03 CEMETERY SEXTON.** The Cemetery Sexton shall operate the cemetery in accordance with the rules and regulations therefor and under the direction of the Council. The duties of the Cemetery Sexton are as follows:

*(Code of Iowa, Sec. 372.13[4])*

1. Supervise Openings. Supervise the opening of all graves and be present at every interment in the cemetery;
2. Maintenance. Be responsible for the maintenance of the cemetery buildings, grounds and equipment and make a monthly report of the cemetery operation to the Council.

**115.04 PERPETUAL CARE REGISTRY.** The cemetery shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund. The registry shall include all the following:

1. Sales or Transfers of Interment Rights.
  - A. The name and last known address of each owner or previous owner of interment rights.
  - B. The date of each purchase or transfer of interment rights.
  - C. A unique numeric or alphanumeric identifier that identifies the location of each interment space sold by the cemetery.
2. Interments.
  - A. The date the remains are interred.
  - B. The name, date of birth, and date of death of the decedent interred, if those facts can be conveniently obtained.
  - C. A unique numeric or alphanumeric identifier that identifies the location of each interment space where the remains are interred.

*(Ord. 1605 – Jun. 16 Supp.)*

**115.05 SALE OF INTERMENT RIGHTS.** The sale or transfer of interment rights in the cemetery shall be evidenced by a certificate of interment rights or other instrument evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund. The payment of all fees and charges shall be made at the office of the Clerk where receipts will be issued for all amounts paid. Said fees and charges shall be based upon the charges as established by the Council by resolution.

*(Ord. 1605 – Jun. 16 Supp.)*

**115.06 PERPETUAL CARE.** The Council, by resolution, shall accept, receive, and expend all moneys and property donated or left to them by bequest for perpetual care, and that portion of interment space sales or permanent charges made against interment spaces which has been set aside in a perpetual care fund. The assets of the perpetual care fund shall be invested in accordance with State law. The Council, by resolution, shall provide for the payment of interest annually to the appropriate fund, or to the cemetery, or to the person in charge of the cemetery to be used in caring for or maintaining the individual property of the donor in the cemetery, or interment spaces which have been sold with provisions for perpetual care, all in accordance with the terms of the donation or bequest, or the terms of the sale or purchase of an interment space and Chapter 523I of the *Code of Iowa*.

*(Code of Iowa, Sec. 523I.503, 523I.507 & 523I.508)*

**115.07 RULES AND REGULATIONS.** Rules and regulations for the cemetery may be adopted, and may be amended from time to time, by resolution of the Council and may cover such things as the use, care, control, management, restrictions and protection of the cemetery as necessary for the proper conduct of the business of the cemetery. The rules shall specify the cemetery's obligations in the event that interment spaces, memorials, or memorializations are damaged or defaced by acts of vandalism. Any veteran, as defined in Section 35.1 of the *Code of Iowa*, who is a landowner or who lives within the City shall be allowed to purchase an interment space and to be interred within the cemetery.

*(Code of Iowa, Sec. 523I.304)*

**115.08 FOUNDATIONS.** All foundations under memorials or markers shall extend not less than thirty (30) inches below the surface of the ground and shall extend a minimum of five (5) inches on all sides of the stone or marker supported thereby. Said foundations shall be constructed and placed under the Cemetery Sexton's supervision.

**115.09 GRAVE MARKERS.** A grave marker and/or memorial line is to be established which shall extend twenty-four (24) inches from the head of the burial space toward the foot of the burial space. It is the intent of this provision that all markers and/or memorials be placed in uniform rows for the purpose of order and efficient maintenance.

**115.10 MAUSOLEUMS.** Private mausoleums may be erected by lot owners upon written request and submission of scale plans and specifications to the Council and approval. Additional payments for perpetual care shall be received, as determined by the Council, before permission is given for construction.

**115.11 ADDITIONAL REGULATIONS.** The interment of bodies and maintenance of graves shall be under the following restrictions:

1. Placement. All bodies shall be so interred to lie wholly within bounds of the space.
2. Excavations. All excavations are to be performed by the Sexton or such other authorized person as he may direct.
3. Grade. Grade of the space shall not be altered and enclosures to define the space and mounds over the grave are prohibited.
4. Appurtenances. Iron or wire work, arches and seats, are prohibited except by written permission of Council. Vases are permitted only when placed in line with the markers.
5. Family Memorials. Family memorials are allowed only on four spaces or larger, except by special written permission of the Council, and shall be of approved or certified granite or stone.
6. Burial Vaults. Nothing less than an earth-bearing cement, metal or fiberglass box may be used except for babies buried in Babyland.
7. Cremation Burials. Cremation burials shall be allowed on a space. No more than two (2) cremation burials shall be allowed on one space, or one burial vault and one cremation burial on the same space.
8. Other. Such other rules and regulations as are promulgated by the Council, or delegated to the City Manager, by the Council.

**115.12 MEMORIAL WORK.** No memorial work shall be placed on any lot until said lot is paid for in full.

**115.13 LANDSCAPING AND PLANTING.** All grading, landscaping work, improvements and care or removal of trees, shrubs and herbage shall be performed by the City.

**115.14 RIGHT TO REPLAT.** The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion, or subdivision of the property mapped and platted, including the right to lay out,

establish, close, eliminate, vacate or otherwise modify or change roads, walks or drives, and to file amended plats thereof, and to use the same for any purpose connected with, or incident to the operation of a cemetery is hereby reserved to the City.

**115.15 TRANSFERS OR ASSIGNMENTS.** No transfer or assignment of any plot, lot or grave, or any interest therein shall be valid until such assignment or transfer shall have been recorded upon the books of the cemetery by the Clerk.

**115.16 GIFTS TO EMPLOYEES PROHIBITED.** No employees of the cemetery shall receive gratuities, the acceptance of which shall constitute reason for immediate dismissal.

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# CITY OF CARROLL

## POLICIES AND PROCEDURES MANUAL

Subject <b>Cemetery Grave Decorations</b>		Policy No. 0821
Responsible Division(s) , Office(s) <b>Parks &amp; Recreation Department</b>		Related Policies & Procedures
Effective/Revision Date	Approval (s)	

**Purpose:** To establish guidelines for the public in regards to the decoration of graves at the Carroll Cemetery. The City realizes the survivors of deceased loved ones have a desire to decorate the graves of those loved ones at various times throughout the year. The City also recognizes it has a responsibility to maintain the cemetery in an orderly and efficient manner. In order to provide an opportunity to meet both of these purposes the City hereby sets out the following policy.

1. Permanent gravesite decorations are permitted all year. However, they must be placed on the stone monument or concrete pads in line with the monuments. Permanent decorations must be protected from the City's mechanical maintenance devices (i.e. mowers and weed eaters) by placing them in concrete or metal containers. The City will not be held responsible for decorations that may be removed by cemetery personnel or damaged by maintenance devices when decorations are placed incorrectly.
2. Temporary gravesite decorations are prohibited except for the following:
  - a. Allowed for the Memorial Day holiday and for a period of two (2) weeks prior and following the holiday. Glass containers such as vases and jars are not permitted ever as they present a danger. For the Memorial Day holiday Cemetery personnel will begin removing temporary decorations on the Tuesday following the second Monday after Memorial Day.
  - b. The period between Thanksgiving and March 1<sup>st</sup> is exempted from this rule. Temporary gravesite decorations may remain on the grave during the Thanksgiving to March 1<sup>st</sup> period.
  - c. Temporary decorations are not permitted at any time, other than the two (2) weeks prior and following the interment to allow cemetery personnel to maintain the grounds.
3. Removal of temporary decorations for holidays from Thanksgiving to March 1<sup>st</sup> may begin on March 2<sup>nd</sup>.
4. Fresh flowers that have withered and died may be removed by Cemetery personnel at any time.

5. Any plant, shrub or tree in an area around the stone and not on the stone or on the concrete pad for the monument can be removed by the city for purposes of burial of the vault or urn. Also if work is needed for the safety of the visitors or city staff.
6. No planting of any type of plant material, digging or disturbing the sod within the cemetery will be permitted. Any plants, shrubs and or trees planted as of September 1, 2020 planted and in good health. Once dead the City has the right to remove and plant, shrub or tree not planted by the city and shall not replace by the owner.
7. In the event that interment spaces, memorials or memorialization's are damaged or defaced by acts of vandalism the city is not responsible for the damage.

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