



City Council Meeting

Monday, August 8, 2022 at 5:15 pm

LOCATION OF MEETING:

City Hall Council Chambers, 627 N. Adams Street, Carroll, Iowa 51401

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to:

<https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

The City of Carroll will make the meeting available telephonically via zoom for those individuals who wish to attend remotely. Individuals wishing to attend remotely need to contact the City at 712-792-1000 by 3:00 PM the day of the meeting to make arrangements.

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

a. Approval of Minutes of the July 25, 2022 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

1. Renewal of Class "B" Beer Permit with Class "C" Native Wine Permit and Sunday Sales – *Full Swing Golf*
2. Renewal of Class "C" Liquor License with Sunday Sales – *American Legion Post No. 7*
3. Renewal of Special Class "C" Liquor License with Sunday Sales – *Hunan Chinese Restaurant*
4. Renewal of Class "C" Liquor License with Outdoor Service and Sunday Sales – *Jalisco*

d. Community Development Block Grant (CDBG) Owner Occupied Housing

Rehabilitation Grant #19-HSG-002

- Technical Services Agreement Amendment No. 1
- Administrative Services Agreement Amendment No. 2

e. Appointments to Committees, Commissions and Boards

Appointment by Council

Sheila Dentlinger - Parks, Recreation and Cultural Advisory Board (3-year term to expire 05-31-25)

4. Oral Requests and Communications from the Audience

Members of the public wishing to address the Council for items not on the agenda are asked to approach the podium and wait to be recognized. After recognition, the person shall state their name and address for the record. Statement or questions are limited to five (5) minutes.

5. Ordinances

a. Rezoning request from A-1, Agricultural District to R-3, Low-Density Residential District and R-4, Medium-Density Residential District

- Public Hearing
- Ordinance

b. Carroll City Ordinance Chapter 65.02(19) Amendment - Stop Sign at Court St and Second St

6. Resolutions

a. Seventh Amended and Restated Urban Renewal Plan

Also see item 8.a - [April 25, 2022](#) - TIF Rebate Request for property located at 220 W 7th Street

- Public hearing on the proposal to enter in to a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton

b. Carroll Recreation Center Building Improvements Project - 2021 - Not to Exceed \$700,000 General Obligation Capital Loan Notes (General Corporate Purpose)

Also see item 7.b - [July 25, 2022](#) - Not to Exceed \$700,000 General Obligation Capital Loan Notes

- Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder
- Resolution instituting proceedings to take additional action

7. Reports

a. Discussion: Court Street LLC Tax Abatement Request

b. Report of Proposal Opening - Golf Truck - 2022

- Report of Proposal Opening

c. Housing Incentives Update

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

August/September Meetings:

- * Airport Commission - August 8, 2022 - Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission - August 10, 2022 - City Hall - 627 N Adams St
- * Library Board of Trustees - August 15, 2022 - Carroll Public Library - 118 E 5th St
- * City Council - August 22, 2022 - City Hall - 627 N Adams St
- * Board of Adjustment - September 6, 2022 - City Hall - 627 N Adams St
- * City Council - September 12, 2022 - City Hall - 627 N Adams St
- * Airport Commission - September 12, 2022 - Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission - September 14, 2022 - City Hall - 627 N Adams St
- * Library Board of Trustees - September 19, 2022 - Carroll Public Library - 118 E 5th St
- * City Council - September 26, 2022 - City Hall - 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

JULY 25, 2022

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer, Tom Bordenaro, LaVern Dirks, JJ Schreck, and Carolyn Siemann (via Zoom web conferencing). Absent: Misty Boes. Mayor Mark Beardmore presided and City Attorney Dave Bruner (arrived at 5:27 p.m.) was in attendance.

* * * * *

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

* * * * *

New Fire Chief Daniel Hannasch was introduced to Council. No Council action taken.

* * * * *

It was moved by Bauer, seconded by Bordenaro, to approve the following items on the consent agenda: a) minutes of the July 11, 2022 Council meeting, as written; b) bills and claims in the amount of \$618,313.40; c) New Class "C" Liquor License with Sunday Sales – *Las Tarascas Mexican Market*. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

There were no oral requests or communication from the audience.

* * * * *

It was moved by Schreck, seconded by Bauer, to approve Resolution No. 22-62, to set August 8, 2022, as the date for a public hearing on the proposal to enter into a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton and direct the City Clerk to publish notice of said public hearing. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Bordenaro, seconded by Schreck, to approve Resolution No. 22-63, to set August 8, 2022, as the date for a public hearing on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder and to direct the City Clerk to publish notice of said public hearing. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Bordenaro, seconded by Schreck, to approve Resolution No. 22-64, Declaring an official intent under Treasury Regulation 1-150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with the Carroll Recreation Center Building Improvements Project – 2021. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Bauer, seconded by Bordenaro, to approve Resolution No. 22-65, FY 2021/2022 Year End Transfers Resolution. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Bauer, seconded by Bordenaro, to approve Resolution No. 22-66, Adopting the City of Carroll's Infill Housing Incentive Program, as amended by adding a provision to include the Timber Creek area and duplexes. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Bauer, seconded by Schreck, to accept the next lowest bid for the Ash Tree Removal Project III from Eddy's Limbs for the removal of a total of 50 ash trees in the Parks (20 ash trees - \$14,000) and Golf Course (30 ash trees - \$18,000) at the total bid price of \$32,000.00. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Schreck, seconded by Bordenaro, to accept the bid from Rueter's for the purchase of a 60" front mount mower for the Cemetery at the bid price of \$23,250.00. On roll call, all present voted aye. Absent: Boes. Motion carried.

It was moved by Bordenaro, seconded by Schreck, to adjourn at 6:06 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES :	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
PARTIALLY ITEMS DATES :	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
UNPAID ITEMS DATES :	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE---

01-001704	ACCO	POOL CHEMICALS	62.38	0.00	000000 0/00/00 62.38
		** TOTALS **	62.38	0.00	62.38
01-001621	ACE HARDWARE	FAUCET REPAIRS 548 PARKVIEW	89.99	0.00	000000 0/00/00 89.99
01-001621	ACE HARDWARE	SUPPLIES	5.99	0.00	000000 0/00/00 5.99
01-001621	ACE HARDWARE	STATE BB SUPPLIES	27.50	0.00	000000 0/00/00 27.50
01-001621	ACE HARDWARE	FLOOR CLEANER	30.98	0.00	000000 0/00/00 30.98
01-001621	ACE HARDWARE	SAUNA DOOR REPAIRS	9.99	0.00	000000 0/00/00 9.99
01-001621	ACE HARDWARE	SUPPLIES	17.98	0.00	000000 0/00/00 17.98
01-001621	ACE HARDWARE	SCREWS AND SANDPAPER	14.57	0.00	000000 0/00/00 14.57
01-001621	ACE HARDWARE	TAPE	21.98	0.00	000000 0/00/00 21.98
01-001621	ACE HARDWARE	SUPPLIES	12.98	0.00	000000 0/00/00 12.98
01-001621	ACE HARDWARE	SUPPLIES	4.38	0.00	000000 0/00/00 4.38
01-001621	ACE HARDWARE	SUPPLIES	1.00	0.00	000000 0/00/00 1.00
01-001621	ACE HARDWARE	BATTERIES	32.98	0.00	000000 0/00/00 32.98
01-001621	ACE HARDWARE	SUPPLIES	26.99	0.00	000000 0/00/00 26.99
01-001621	ACE HARDWARE	SUPPLIES	4.99	0.00	000000 0/00/00 4.99
01-001621	ACE HARDWARE	BATTERIES	21.97	0.00	000000 0/00/00 21.97
01-001621	ACE HARDWARE	REPAIR SUPPLIES	3.98	0.00	000000 0/00/00 3.98
01-001621	ACE HARDWARE	CART	39.99	0.00	000000 0/00/00 39.99
01-001621	ACE HARDWARE	BRASS FITTINGS	13.47	0.00	000000 0/00/00 13.47
01-001621	ACE HARDWARE	SUPPLIES	14.99	0.00	000000 0/00/00 14.99
01-001621	ACE HARDWARE	POOL TEST STRIPS	4.99	0.00	000000 0/00/00 4.99
01-001621	ACE HARDWARE	MARKING PAINT	19.98	0.00	000000 0/00/00 19.98
		** TOTALS **	421.67	0.00	421.67
01-001910	AHLERS & COONEY P.C.	MISC UR/HOUSING MATTERS	1,088.00	0.00	000000 0/00/00 1,088.00
01-001910	AHLERS & COONEY P.C.	HOYT MANSION DEV. AGMT	1,094.00	0.00	000000 0/00/00 1,094.00
		** TOTALS **	2,182.00	0.00	2,182.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	4,781.65	4,781.65-	124729 8/04/22 0.00
		** TOTALS **	4,781.65	4,781.65-	0.00
01-002370	ARNOLD MOTOR SUPPLY	#22 REPAIRS	147.98	0.00	000000 0/00/00 147.98
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	18.25	0.00	000000 0/00/00 18.25
01-002370	ARNOLD MOTOR SUPPLY	#27 CLAMP	10.47	0.00	000000 0/00/00 10.47
		** TOTALS **	176.70	0.00	176.70
01-000609	BIERSCHBACH EQUIP & SUPPL	SUPPLIES	11.50	0.00	000000 0/00/00 11.50
		** TOTALS **	11.50	0.00	11.50
01-003929	BLAKE H. BOELL	KICK IT UP SOCCER OFFICIAL	160.00	0.00	000000 0/00/00 160.00
		** TOTALS **	160.00	0.00	160.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
PARTIALLY ITEMS DATES:		7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
UNPAID ITEMS DATES	:		7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-003515	BOMGAARS	SUPPLIES	6.69	0.00	000000	0/00/00	6.69
01-003515	BOMGAARS	POTTING SOIL	13.99	0.00	000000	0/00/00	13.99
01-003515	BOMGAARS	GREASE	36.90	0.00	000000	0/00/00	36.90
01-003515	BOMGAARS	FERTILIZER	26.98	0.00	000000	0/00/00	26.98
01-003515	BOMGAARS	WEED SPRAY	147.97	0.00	000000	0/00/00	147.97
01-003515	BOMGAARS	PUMP PARTS	18.97	0.00	000000	0/00/00	18.97
01-003515	BOMGAARS	SUPPLIES	32.93	0.00	000000	0/00/00	32.93
01-003515	BOMGAARS	SUPPLIES	35.97	0.00	000000	0/00/00	35.97
01-003515	BOMGAARS	TAPE MEASURE	39.98	0.00	000000	0/00/00	39.98
01-003515	BOMGAARS	SPRAYER FOR CHEMICALS	24.99	0.00	000000	0/00/00	24.99
		** TOTALS **	385.37	0.00			385.37
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIR PARTS	72.25	72.25-	124726	8/04/22	0.00
		** TOTALS **	72.25	72.25-			0.00
01-003690	BROWN SUPPLY CO INC	4" HYMAX GRIP COUPLERS	556.00	0.00	000000	0/00/00	556.00
		** TOTALS **	556.00	0.00			556.00
01-003693	BRUNER & BRUNER	7TH STREET & ABATEMENT	202.50	0.00	000000	0/00/00	202.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	661.50	0.00	000000	0/00/00	661.50
01-003693	BRUNER & BRUNER	PLANNING AND ZONING	94.50	0.00	000000	0/00/00	94.50
		** TOTALS **	958.50	0.00			958.50
01-003140	CANINE TACTICAL	K9 TRAINING	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	109.45	0.00	000000	0/00/00	109.45
01-004138	CAPITAL SANITARY SUPPLY	HAND SOAP	145.94	0.00	000000	0/00/00	145.94
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	273.05	0.00	000000	0/00/00	273.05
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	62.63	0.00	000000	0/00/00	62.63
01-004138	CAPITAL SANITARY SUPPLY	TRASH BAGS	84.00	0.00	000000	0/00/00	84.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	411.59	0.00	000000	0/00/00	411.59
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	1,121.66	0.00			1,121.66
01-000747	CARROLL AUTO SUPPLY	#22 FILTERS	13.42	0.00	000000	0/00/00	13.42
01-000747	CARROLL AUTO SUPPLY	OIL & AIR FILTERS #52	19.99	0.00	000000	0/00/00	19.99
		** TOTALS **	33.41	0.00			33.41
01-003821	CARROLL COUNTY FAIR ASSOC	STATE BB - 2 PORTA COOLERS	700.00	0.00	000000	0/00/00	700.00
		** TOTALS **	700.00	0.00			700.00
01-004174	CARROLL COUNTY SHERIFF	FINGERPRINT FEES	90.00	0.00	000000	0/00/00	90.00
		** TOTALS **	90.00	0.00			90.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES	: 7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
PARTIALLY ITEMS DATES:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
UNPAID ITEMS DATES	:	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-024005	CARROLL EYE CARE ASSOC.	SAFETY GLASSES BOELL	132.75	0.00	000000	0/00/00	132.75
		** TOTALS **	132.75	0.00			132.75
01-004196	CARROLL HYDRAULICS	JETTER HOSE/FITTINGS	221.48	0.00	000000	0/00/00	221.48
01-004196	CARROLL HYDRAULICS	#27 & 36 REPAIR PARTS	223.87	0.00	000000	0/00/00	223.87
01-004196	CARROLL HYDRAULICS	PAINT MACHINE HOSE	27.30	0.00	000000	0/00/00	27.30
		** TOTALS **	472.65	0.00			472.65
01-002977	CARROLL REFUSE SERVICE	JULY TRASH COLLECTIONS	12,614.56	12,614.56-	124725	8/04/22	0.00
		** TOTALS **	12,614.56	12,614.56-			0.00
01-004237	CARROLL VETERINARY CLINIC	SEPT. DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-001148	CERTIFIED TESTING SERVICE	ST. MAINT. BLDG	120.00	0.00	000000	0/00/00	120.00
		** TOTALS **	120.00	0.00			120.00
01-001393	CHAMPION FORD INC.	SEAT TRIM REPAIRS	158.24	0.00	000000	0/00/00	158.24
		** TOTALS **	158.24	0.00			158.24
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	72.46	0.00	000000	0/00/00	72.46
		** TOTALS **	72.46	0.00			72.46
01-004525	CITY OF CARROLL	DOWNTOWN RESTROOM WATER	47.78	47.78-	124727	8/04/22	0.00
		** TOTALS **	47.78	47.78-			0.00
01-004656	CLARKE MOSQUITO CONTROL	MOSQUITO CONTROL SUPPLIES	23.97	0.00	000000	0/00/00	23.97
		** TOTALS **	23.97	0.00			23.97
01-003633	CLEANING SOLUTIONS INC	JULY CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00	2,080.00
01-003633	CLEANING SOLUTIONS INC	JULY PD CLEANING	624.00	0.00	000000	0/00/00	624.00
01-003633	CLEANING SOLUTIONS INC	JULY REC CENTER CLEANING	2,100.00	0.00	000000	0/00/00	2,100.00
		** TOTALS **	4,804.00	0.00			4,804.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	16,076.19	16,076.19-	001336	7/28/22	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	18,931.50	18,931.50-	001336	7/28/22	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5,591.26	5,591.26-	001336	7/28/22	0.00
		** TOTALS **	40,598.95	40,598.95-			0.00
01-003145	CORE AND MAIN LP	METERS	3,780.00	0.00	000000	0/00/00	3,780.00
		** TOTALS **	3,780.00	0.00			3,780.00
01-003214	CORE-MARK MIDCONTINENT IN	CLEANING SUPPLIES	1,334.22	0.00	000000	0/00/00	1,334.22

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
PARTIALLY ITEMS DATES:		7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
UNPAID ITEMS DATES	:		7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003214	CORE-MARK MIDCONTINENT IN	CONCESSIONS	552.07	0.00	000000	0/00/00		552.07
		** TOTALS **	1,886.29	0.00				1,886.29
01-003617	CU SPARKLE	EXTERIOR WINDOW CLEANING	135.00	0.00	000000	0/00/00		135.00
01-003617	CU SPARKLE	PD WINDOW CLEANING	180.00	0.00	000000	0/00/00		180.00
		** TOTALS **	315.00	0.00				315.00
01-002935	DEANN'S CUPCAKES	EE RECOGNITION - SCHRECK	124.00	0.00	000000	0/00/00		124.00
		** TOTALS **	124.00	0.00				124.00
01-000854	DEARBORN NATIONAL	AUG. LIFE INSURANCE PREMIUMS	305.49	305.49-	124723	8/04/22		0.00
		** TOTALS **	305.49	305.49-				0.00
01-006725	EARL MAY STORE	TREE TAPE	4.99	0.00	000000	0/00/00		4.99
		** TOTALS **	4.99	0.00				4.99
01-000258	EBSCO SUBSCRIPTION SERVIC	DATABASE RENEWALS	8,552.00	8,552.00-	124721	8/04/22		0.00
		** TOTALS **	8,552.00	8,552.00-				0.00
01-012590	ECHO ELECTRIC SUPPLY	CBD BULBS	639.14	639.14-	124728	8/04/22		0.00
01-012590	ECHO ELECTRIC SUPPLY	LIGHT BULBS - STAGE	173.25	173.25-	124728	8/04/22		0.00
01-012590	ECHO ELECTRIC SUPPLY	POOL REPAIR PARTS	19.04	19.04-	124728	8/04/22		0.00
		** TOTALS **	831.43	831.43-				0.00
01-008027	FAREWAY STORES	EE RECOGNITION	8.97	0.00	000000	0/00/00		8.97
		** TOTALS **	8.97	0.00				8.97
01-008050	FASTENAL COMPANY	MARKING PAINT	34.56	0.00	000000	0/00/00		34.56
		** TOTALS **	34.56	0.00				34.56
01-006860	FELD FIRE EQUIPMENT CO.	SERVICE SCBA FILL STATION	314.99	0.00	000000	0/00/00		314.99
01-006860	FELD FIRE EQUIPMENT CO.	NFPA GLOVES	233.85	0.00	000000	0/00/00		233.85
01-006860	FELD FIRE EQUIPMENT CO.	HELMET NUMBERS	51.70	0.00	000000	0/00/00		51.70
01-006860	FELD FIRE EQUIPMENT CO.	NOMEX HOODS	99.80	0.00	000000	0/00/00		99.80
01-006860	FELD FIRE EQUIPMENT CO.	NOZZLE HANDLE REPAIRS	47.00	0.00	000000	0/00/00		47.00
01-006860	FELD FIRE EQUIPMENT CO.	HOSE REPAIRS	32.67	0.00	000000	0/00/00		32.67
01-006860	FELD FIRE EQUIPMENT CO.	REPAIR SCBA	67.85	0.00	000000	0/00/00		67.85
01-006860	FELD FIRE EQUIPMENT CO.	COAT NAME PATCHES	204.00	0.00	000000	0/00/00		204.00
		** TOTALS **	1,051.86	0.00				1,051.86
01-000633	FILTER CARE	CLEAN FILTERS	84.98	0.00	000000	0/00/00		84.98
		** TOTALS **	84.98	0.00				84.98
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	13,305.00	13,305.00-	001337	7/28/22		0.00

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====
PAID ITEMS DATES	:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU 8/04/2022
PARTIALLY ITEMS DATES:		7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU 8/04/2022
UNPAID ITEMS DATES	:		7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU 8/04/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE----

		** TOTALS **	13,305.00	13,305.00-		0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	866.75	0.00	000000 0/00/00	866.75
		** TOTALS **	866.75	0.00		866.75
01-003534	FUSEBOX MARKETING	AUGUST WEB MAINTENANCE	255.00	0.00	000000 0/00/00	255.00
		** TOTALS **	255.00	0.00		255.00
01-009315	GALLS INC.	SHIRTS AND CHEVRONS	185.73	0.00	000000 0/00/00	185.73
01-009315	GALLS INC.	UNIFORM PANTS KENNEBECK	134.50	0.00	000000 0/00/00	134.50
		** TOTALS **	320.23	0.00		320.23
01-009540	GENERAL TRAFFIC CONTROLS	LOOP DETECTOR SEALANT	629.00	0.00	000000 0/00/00	629.00
01-009540	GENERAL TRAFFIC CONTROLS	SUPPLIES	360.00	0.00	000000 0/00/00	360.00
		** TOTALS **	989.00	0.00		989.00
01-001992	GOLF SERVICES LLC	AUGUST CLUB HOUSE MANAGER	4,016.67	0.00	000000 0/00/00	4,016.67
		** TOTALS **	4,016.67	0.00		4,016.67
01-003928	GOVHR USA LLC	CLASS & COMP STUDY	10,680.00	0.00	000000 0/00/00	10,680.00
		** TOTALS **	10,680.00	0.00		10,680.00
01-003427	GRAVE DISCOVER LLC	CEMETERY SOFTWARE MAINT.	3,588.00	0.00	000000 0/00/00	3,588.00
		** TOTALS **	3,588.00	0.00		3,588.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	671.75	0.00	000000 0/00/00	671.75
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	165.00	0.00	000000 0/00/00	165.00
		** TOTALS **	836.75	0.00		836.75
01-003275	HEARTLAND VIDEO SYSTEMS I	CAAT6 SOFTWARE MAINT.	800.00	0.00	000000 0/00/00	800.00
		** TOTALS **	800.00	0.00		800.00
01-005410	HERALD PUBLISHING COMPANY	SCHRECK RETIREMENT/STATE BB	432.50	0.00	000000 0/00/00	432.50
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	470.23	0.00	000000 0/00/00	470.23
		** TOTALS **	902.73	0.00		902.73
01-012540	IMWCA	WORKER COMP #2	9,845.00	0.00	000000 0/00/00	9,845.00
		** TOTALS **	9,845.00	0.00		9,845.00
01-012552	INDUSTRIAL BEARING SUPP.	BEARINGS	33.94	0.00	000000 0/00/00	33.94
		** TOTALS **	33.94	0.00		33.94
01-012625	IOWA DEPT OF NATURAL RESO	NPDES ANNUAL FEE	1,275.00	0.00	000000 0/00/00	1,275.00
		** TOTALS **	1,275.00	0.00		1,275.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
PARTIALLY ITEMS DATES:		7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
UNPAID ITEMS DATES	:		7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----	

01-012642	IOWA LAW ENFORCE ACADEMY	BACK THE BLUE TRAINING	10.00	0.00	000000	0/00/00	10.00	
		** TOTALS **	10.00	0.00			10.00	
01-012666	IOWA ONE CALL	JUNE 2022 LOCATES	171.60	0.00	000000	0/00/00	171.60	
		** TOTALS **	171.60	0.00			171.60	
01-012685	IOWA SMALL ENGINE CENTER	SHARPEN SAW BLADES	25.92	0.00	000000	0/00/00	25.92	
		** TOTALS **	25.92	0.00			25.92	
01-012706	IPERS	IPERS CONTRIBUTIONS	20,859.25	20,859.25-	001338	7/28/22	0.00	
01-012706	IPERS	IPERS CONTRIBUTIONS	94.15	94.15-	001338	7/28/22	0.00	
01-012706	IPERS	IPERS CONTRIBUTIONS	479.57	479.57-	001338	7/28/22	0.00	
		** TOTALS **	21,432.97	21,432.97-			0.00	
01-000250	JAMES MOLITOR	STEEL TOED SHOES	200.00	200.00-	124720	8/04/22	0.00	
		** TOTALS **	200.00	200.00-			0.00	
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00	
		** TOTALS **	960.00	0.00			960.00	
01-003243	JET'S OUTDOOR POWER AND S	GENERATOR BELT REPAIRS	96.50	0.00	000000	0/00/00	96.50	
		** TOTALS **	96.50	0.00			96.50	
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	122.44	0.00	000000	0/00/00	122.44	
		** TOTALS **	122.44	0.00			122.44	
01-001550	KING CONSTRUCTION LLC	U.S. 30 SANITARY SEWER #1	87,370.02	0.00	000000	0/00/00	87,370.02	
		** TOTALS **	87,370.02	0.00			87,370.02	
01-002698	LANDSCAPERS PARADISE	GRASS SEED	369.83	0.00	000000	0/00/00	369.83	
		** TOTALS **	369.83	0.00			369.83	
01-002404	MARCO	COPIER CONTRACT	57.43	0.00	000000	0/00/00	57.43	
		** TOTALS **	57.43	0.00			57.43	
01-001193	MARKET ON 30	CONCESSIONS	34.17	0.00	000000	0/00/00	34.17	
		** TOTALS **	34.17	0.00			34.17	
01-003927	MIDWEST SCORING	STATE BB POWER SUPPLY	350.00	0.00	000000	0/00/00	350.00	
		** TOTALS **	350.00	0.00			350.00	
01-001202	MOBILE BLASTING SERVICES	SODA BLASTING SERVICES	200.00	0.00	000000	0/00/00	200.00	
		** TOTALS **	200.00	0.00			200.00	

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022
PARTIALLY ITEMS DATES:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022
UNPAID ITEMS DATES	:	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-003529	MURRAY'S WELDING	TARGET STAND REPAIRS	23.00	0.00	000000	0/00/00	23.00
		** TOTALS **	23.00	0.00			23.00
01-018408	NAPA AUTO PARTS	SOCKET & BREAKER BAR	44.98	0.00	000000	0/00/00	44.98
		** TOTALS **	44.98	0.00			44.98
01-003701	OLSEM PLUMBING, LLC	DRAIN REPAIRS	163.74	0.00	000000	0/00/00	163.74
01-003701	OLSEM PLUMBING, LLC	A/C REPAIRS	139.12	0.00	000000	0/00/00	139.12
		** TOTALS **	302.86	0.00			302.86
01-003224	OUTLAW SIGNS GRAPHICS & A	STATE BASEBALL SIGNS	1,760.00	0.00	000000	0/00/00	1,760.00
		** TOTALS **	1,760.00	0.00			1,760.00
01-021050	P & H WHOLESALE INC.	PVC FITTINGS	16.20	16.20-	124730	8/04/22	0.00
01-021050	P & H WHOLESALE INC.	PVC FITTINGS	40.87	40.87-	124730	8/04/22	0.00
		** TOTALS **	57.07	57.07-			0.00
01-002911	PERFECT MIND INC.	MAINT. CONTRACT SOFTWARE	23,800.00	0.00	000000	0/00/00	23,800.00
		** TOTALS **	23,800.00	0.00			23,800.00
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	40.08	0.00	000000	0/00/00	40.08
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE	38.28	0.00	000000	0/00/00	38.28
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #14	38.28	0.00	000000	0/00/00	38.28
01-001949	PERFORMANCE TIRE & SERVIC	#17 OIL CHANGE & TIRE REPAIRS	67.90	0.00	000000	0/00/00	67.90
01-001949	PERFORMANCE TIRE & SERVIC	#16 TIRES AND OIL CHANGE	606.89	0.00	000000	0/00/00	606.89
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE	40.08	0.00	000000	0/00/00	40.08
		** TOTALS **	831.51	0.00			831.51
01-003148	PFM FINANCIAL ADVISORS LL	FINANCIAL ADVISOR RETAINER	7,500.00	0.00	000000	0/00/00	7,500.00
		** TOTALS **	7,500.00	0.00			7,500.00
01-002123	PHIL BOCK	STEEL TOED BOOTS	102.12	102.12-	124724	8/04/22	0.00
		** TOTALS **	102.12	102.12-			0.00
01-021440	PIZZA HUT	PIZZA FOR LIFEGUARDS	39.96	0.00	000000	0/00/00	39.96
		** TOTALS **	39.96	0.00			39.96
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL HOSTING FEE	5,016.00	0.00	000000	0/00/00	5,016.00
		** TOTALS **	5,016.00	0.00			5,016.00
01-021735	POSTMASTER	POSTMASTER	1,780.76	1,780.76-	124716	7/27/22	0.00
		** TOTALS **	1,780.76	1,780.76-			0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
PARTIALLY ITEMS DATES:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
UNPAID ITEMS DATES	:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE----
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS ST	85.00	0.00	000000 0/00/00 85.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL REC CENTER	71.19	0.00	000000 0/00/00 71.19
		** TOTALS **	156.19	0.00	156.19
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	185.70	185.70-	124722 8/04/22 0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	73.90	73.90-	124722 8/04/22 0.00
		** TOTALS **	259.60	259.60-	0.00
01-001136	R & R SEPTIC SERVICE INC	PORTABLE RESTROOM RENTAL	460.00	0.00	000000 0/00/00 460.00
		** TOTALS **	460.00	0.00	460.00
01-023640	RAY'S REFUSE SERVICE	JULY TRASH COLLECTIONS	35,339.19	35,339.19-	124731 8/04/22 0.00
		** TOTALS **	35,339.19	35,339.19-	0.00
01-023815	REGION XII COG	JULY TAXI PROGRAM DONATIONS	840.00	840.00-	124732 8/04/22 0.00
		** TOTALS **	840.00	840.00-	0.00
01-003900	SAMPSON FARMS	1027 N CARROLL NUISANCE	222.25	0.00	000000 0/00/00 222.25
		** TOTALS **	222.25	0.00	222.25
01-025110	SECRETARY OF STATE	NOTARY FEE - GOETZINGER	30.00	0.00	000000 0/00/00 30.00
		** TOTALS **	30.00	0.00	30.00
01-025250	SHERWIN WILLIAMS CO.	SOUTHSIDE SHELTER PAINT	63.78	0.00	000000 0/00/00 63.78
01-025250	SHERWIN WILLIAMS CO.	PAINT FILTERS	82.45	0.00	000000 0/00/00 82.45
01-025250	SHERWIN WILLIAMS CO.	PAINT - SOUTHSIDE SHELTER	47.02	0.00	000000 0/00/00 47.02
		** TOTALS **	193.25	0.00	193.25
01-003057	SIMMERING-CORY & IOWA COD	JULY 2022 CODE SUPPLEMENT	421.00	0.00	000000 0/00/00 421.00
		** TOTALS **	421.00	0.00	421.00
01-002865	STATE FAIR MINI DONUTS US	AQUATIC CONCESSIONS	86.90	0.00	000000 0/00/00 86.90
		** TOTALS **	86.90	0.00	86.90
01-028180	STATE HYGIENIC LABORATORY	BACTERIA SAMPLE ANALYSIS	81.00	0.00	000000 0/00/00 81.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000 0/00/00 42.50
		** TOTALS **	123.50	0.00	123.50
01-025880	STONE PRINTING CO.	TONER CARTRIDGE - MUNI	91.99	0.00	000000 0/00/00 91.99
01-025880	STONE PRINTING CO.	SUPPLIES	74.99	0.00	000000 0/00/00 74.99
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	131.98	0.00	000000 0/00/00 131.98
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	30.93	0.00	000000 0/00/00 30.93
01-025880	STONE PRINTING CO.	NAME PLATE - HANNASCH	20.85	0.00	000000 0/00/00 20.85
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	154.00	0.00	000000 0/00/00 154.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
PARTIALLY ITEMS DATES:		7/22/2022 THRU 8/04/2022	7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
UNPAID ITEMS DATES	:		7/22/2022 THRU	8/04/2022	7/22/2022 THRU	8/04/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

		** TOTALS **	504.74	0.00				504.74
01-026401	TEN POINT CONSTRUCTION CO	2022 STREET RESTORATION	367,539.05	0.00	000000	0/00/00		367,539.05
		** TOTALS **	367,539.05	0.00				367,539.05
01-027085	TROPHIES PLUS INC.	PD PHOTO PLAQUE	49.99	0.00	000000	0/00/00		49.99
01-027085	TROPHIES PLUS INC.	TROPHIES GOLF TOURNEY	69.90	0.00	000000	0/00/00		69.90
		** TOTALS **	119.89	0.00				119.89
01-003165	ULINE INC	GLOVES	225.39	0.00	000000	0/00/00		225.39
		** TOTALS **	225.39	0.00				225.39
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 7/23/2022	41.22	41.22-	124733	8/04/22		0.00
		** TOTALS **	41.22	41.22-				0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	248.15	248.15-	124734	8/04/22		0.00
		** TOTALS **	248.15	248.15-				0.00
01-003677	UNITED STATES TREASURY	PCORI FEE	145.08	145.08-	124718	8/01/22		0.00
		** TOTALS **	145.08	145.08-				0.00
01-029010	VEENSTRA & KIMM INC.	WWTP VLR AIR PIPING 2022	8,320.00	0.00	000000	0/00/00		8,320.00
		** TOTALS **	8,320.00	0.00				8,320.00
01-029013	VERIZON WIRELESS	AIR CARDS	320.08	320.08-	124735	8/04/22		0.00
01-029013	VERIZON WIRELESS	PHONE BILL	414.60	414.60-	124736	8/04/22		0.00
		** TOTALS **	734.68	734.68-				0.00
01-003377	WELLMARK BLUE CROSS/BLUE	WELLMARK BLUE CROSS/BLUE	79.30	79.30-	000000	0/00/00		0.00
01-003377	WELLMARK BLUE CROSS/BLUE	WELLMARK BLUE CROSS/BLUE	79.30	79.30-	124717	7/27/22		0.00
		** TOTALS **	79.30	79.30-				0.00
* Payroll Expense			201,805.11					

VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

=====PAYMENT DATES=====

=====ITEM DATES=====

=====POSTING DATES=====

PAID ITEMS DATES : 7/22/2022 THRU 8/04/2022 7/22/2022 THRU 8/04/2022 7/22/2022 THRU 8/04/2022

PARTIALLY ITEMS DATES: 7/22/2022 THRU 8/04/2022 7/22/2022 THRU 8/04/2022 7/22/2022 THRU 8/04/2022

UNPAID ITEMS DATES : 7/22/2022 THRU 8/04/2022 7/22/2022 THRU 8/04/2022 7/22/2022 THRU 8/04/2022

REPORT TOTALS			
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	344,253.66	344,253.66CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	562,681.36	0.00	562,681.36
VOID ITEMS	79.30CR	79.30	0.00
** TOTALS **	906,855.72	344,174.36CR	562,681.36

UNPAID RECAP

UNPAID INVOICE TOTALS 562,681.36

UNPAID DEBIT MEMO TOTALS 0.00

UNAPPLIED CREDIT MEMO TOTALS 0.00

** UNPAID TOTALS ** 562,681.36

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
PARTIALLY ITEMS DATES:	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022
UNPAID ITEMS DATES :		7/22/2022 THRU 8/04/2022	7/22/2022 THRU 8/04/2022

FUND TOTALS

001	GENERAL FUND	205,824.17
010	HOTEL/MOTEL TAX	494.65
110	ROAD USE TAX FUND	9,423.53
121	LOCAL OPTION SALES TAX	47.78
178	CRIME PREV/SPEC PROJECTS	320.08
304	C.P. STREETS	367,539.05
314	C.P.-STREETS MAINT BLDG	120.00
600	WATER UTILITY FUND	13,761.19
610	SEWER UTILITY FUND	11,300.27
612	SEWER UTILITY CAP. IMP.	95,690.02
850	MEDICAL INSURANCE FUND	529.87
	* PAYROLL EXPENSE	201,805.11
GRAND TOTAL		906,855.72

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *lao*
DATE: August 4, 2022
SUBJECT: Community Development Block Grant (CDBG) Owner Occupied
Housing Rehabilitation Grant #19-HSG-002
1. Technical Services Agreement Amendment No. 1
2. Administrative Services Agreement Amendment No. 2

In Fall 2016, the City began working with Region XII to gather information to apply for a CDBG owner occupied housing rehabilitation grant. In 2019 the Iowa Economic Development Authority (IEDA) awarded this grant to the City in the amount of \$210,500 with a city match of \$10,000 to rehabilitate a minimum of five (5) properties. Also in 2019, Council entered into an administrative services agreement and a technical services agreement with Region XII to provide assistance in administering all components of the grant.

As the grant has progressed, there was enough funding to complete a sixth project. The City worked with Region XII to request additional time from IEDA to complete this sixth project and close out the grant. IEDA has granted this time extension.

As a result, the two agreements (administrative services and technical services) with Region XII need to be amended to extend the time to complete the grant administration. The requested completion date is October 31, 2022. There is no request for additional funds from the City. All six projects will be completed with the original awarded grant and city match funds.

The technical services contract also is requiring an amendment to update federal language provisions. Region XII and the City have already been abiding by these federal regulations; however, IEDA is requiring this language be added to the technical services contract. The updated language is bolded in the amendment.

RECOMMENDATION: Council consideration and approval of the following:

1. Resolution Approving the Technical Services Agreement Amendment No. 1 with Region XII for the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002
2. Resolution Approving the Administrative Services Agreement Amendment No. 2 with Region XII for the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002

RESOLUTION NO. _____

**A RESOLUTION APPROVING A TECHNICAL SERVICES AGREEMENT
AMENDMENT NO. 1 WITH REGION XII FOR THE IOWA ECONOMIC DEVELOPMENT
AUTHORITY HOUSING GRANT CONTRACT #19-HSG-002**

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

WHEREAS, a technical services agreement amendment No. 1 with Region XII for administration of the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002 is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the technical services agreement amendment No. 1 with Region XII for the administration of the Iowa Economic Development Authority Housing Grant #19-HSG-002 attached as Exhibit "A", be authorized and accepted.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 8th day of August, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Contract Number: HF1910T
Amendment Number: 1

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF CARROLL

**HOUSING SET-ASIDE GRANT PROGRAM
TECHNICAL SERVICES FOR IEDA CONTRACT # 19-HSG-002**

The following bolded text amendments are made to Articles 4, 5 and 9 of the agreement:

Article 4.0 STATEMENT OF WORK AND SERVICES. The COG shall perform in a satisfactory and proper manner as determined by the City, the work and services contained in the "Carroll Housing Technical Services Proposal" that was presented to and accepted by the City Council, and is hereby incorporated into this contract.

CIVIL RIGHTS PROVISIONS (EXECUTIVE ORDERS 11246 & 11375). During the performance of this contract, the contractor agrees as follows:

1. The COG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The COG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The COG will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The COG will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The COG will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The COG will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the COG's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the COG may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The COG will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The COG will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the COG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the COG may request the United States to enter into such litigation to protect the interests of the United States.

OTHER FEDERAL LAWS. By virtue of the Federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable Federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063, as amended by Presidential Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213) and related Civil Rights and Equal Opportunity statutes of 1965; Section 109, Title I of the Housing and Community Development Act of 1974, as amended; and, regulations which supplement these laws and orders.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- C. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
 1. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number

and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- D. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- E. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in 261- -Chapter 23, Iowa Administrative Code and OMB Circular A-102, so that all reporting requirements for the City's CDBG may be fulfilled.
- F. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.
- G. Lead-safe housing regulations, as applicable, in 24 CFR Part 35 et. al.
- H. Others as applicable.

STATE LAWS. By virtue of the funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable State of Iowa laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- A. The requirements of Iowa Code Chapter 8A 315-317 and Iowa Administrative Code Chapter 11-117.6 (5) – Recycled Product and Content.
- B. Iowa Civil Rights Act of 1965.

Article 5.0 TIME PERFORMANCE. The services of the COG are to commence as of the 5th day of November, 2019, and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before **October 31, 2022.**

Article 9.0 TERMINATION. Upon written agreement between the City and the COG, this contract may be declared null and void, whereupon all work completed to date of nullification shall be turned over to the City and the City shall reimburse the COG proportionately for the work completed. In addition to mutual termination, the following shall constitute events of default under this agreement:

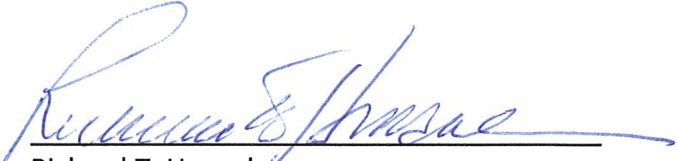
- A. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the City by, or on behalf of the COG in connection with this agreement or to induce the City to make a grant to the COG shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within thirty (30) days after written notice by the City is given to the COG.
- B. **Noncompliance.** If there is a failure by the COG to comply with any of the covenants, terms or conditions contained in this agreement.
- C. **Misspending.** If the COG expends grant proceeds for purposes not described in the CDBG application, this agreement, or as authorized by the City.

IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

CITY OF CARROLL

REGION XII COG, INC.

Mark Beardmore
Mayor



Richard T. Hunsaker
Executive Director

Date: _____

Date: 8-4-2022

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ADMINISTRATIVE SERVICES AGREEMENT
AMENDMENT NO. 2 WITH REGION XII FOR THE IOWA ECONOMIC DEVELOPMENT
AUTHORITY HOUSING GRANT CONTRACT #19-HSG-002**

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

WHEREAS, the Administrative Services Agreement Amendment No. 2 with Region XII for administration of the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002 is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Administrative Services Agreement Amendment No. 2 with Region XII for the administration of the Iowa Economic Development Authority Housing Grant #19-HSG-002 attached as Exhibit “A”, be authorized and accepted.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 8th day of August, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Contract Number: HF1910A
Amendment Number: 2

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF CARROLL

HOUSING SET-ASIDE GRANT PROGRAM
ADMINISTRATIVE SERVICES FOR IEDA CONTRACT # 19-HSG-002

The following bolded text amendment is made to Article 5 of the agreement:

Article 5.0 TIME PERFORMANCE. The services of the COG are to commence as of the 5th day of August, 2019, and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before **October 31, 2022.**

IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

CITY OF CARROLL

REGION XII COG, INC.

Mark Beardmore
Mayor

Richard T. Hunsaker
Executive Director

Date: _____

Date: 7-14-2022

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Planning and Zoning Commission *MSPW*
FROM: Mike Pogge-Weaver, City Manager
DATE: August 1, 2022
SUBJECT: Rezoning request from A-1, Agricultural District to R-3, Low-Density Residential District and R-4, Medium-Density Residential District

Background:

A request was received from LeMar Koethe to rezone:

1. The NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa from A-1, Agricultural District to R-3, Low-Density Residential District (Area A) and
2. The NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa from A-1, Agricultural District to R-4, Medium-Density Residential District (Area B).

The property is located on the northeast side of Carroll, north of 18th Street and west of Grant Road.

Analysis:

When considering rezoning requests, the Planning and Zoning Commission and City Council should take into account the following: Comprehensive Plan and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends for communities to adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy guides, and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

The property is identified in the City of Carroll's Comprehensive Plan as Low Density Residential (Area A) and High Density Residential (Area B). The proposed rezonings would be in conformance with the City's adopted Comprehensive Plan.

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning and notice was published in the Carroll Times Herald on July 5, 2022 and July 29, 2022 notifying the public of the requested rezoning. As of the date of this memo, no comments have been received by the City.

Alternatives:

At the close of the public hearing to permit objections or recommendations from the public, the City Council shall approve or deny the rezoning request. The following options exist for the Council:

1. Recommended approval of the rezoning request from A-1, Agricultural District to R-3, Low-Density Residential District for NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa (Area A); and recommend approval of the rezoning request from A-1, Agricultural District to R-4, Medium-Density Residential District for The NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa (Area B);
2. Recommended denial of the rezoning request from A-1, Agricultural District to R-3, Low-Density Residential District for NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa (Area A); and recommend denial of the rezoning request from A-1, Agricultural District to R-4, Medium-Density Residential District for The NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa (Area B);
3. Table pending additional comment/feedback.

PLANNING AND ZONING COMMISSION DISCUSSION: The Planning and Zoning Commission reviewed the rezoning request at their July 13, 2022 meeting. During the meeting, Paul Fricke was present and asked questions regarding the request. Specifically, he asked what road would be used to access the property. It was explained that access could be from either Griffith Road or Grant Road; however, that due to a waterway and floodplain between the main developable area and Grant Road that the mostly likely location to access the development would be from Griffith Road. It was also noted that the request before the Commission was related to zoning and not site development and ultimately discussion related to site access would occur during the subdivision process. Mr. Fricke noted he would prefer access be to Grant Road and not Griffith Road. No other public comments or objections were received.

The Commission also discussed if the proposed rezoning was appropriate and if a lower zoning classification would be more appropriate. Staff explained that the property is identified in the City of Carroll's Comprehensive Plan as Low Density Residential (Area A) and High Density Residential (Area B) and the proposed rezonings were in conformance with the City's adopted

Comprehensive Plan. Additionally, a lower classification likely would not be in conformance with the City's adopted Comprehensive Plan.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Commission unanimously voted to recommend that the City Council approve the proposed rezoning.

STAFF RECOMMENDATION:

That the City Council consider approving the request to rezone the NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa from A-1, Agricultural District to R-3, Low-Density Residential District and the NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa from A-1, Agricultural District to R-4, Medium-Density Residential District.

ORDINANCE NO. _____

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

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

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

The NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa

The Zoning Map referred to and incorporated as a part of Section 170.06, Chapter 170 of the Code of Ordinances, City of Carroll, Iowa is hereby amended to the extent of altering the Zoning District of the following property described from A-1, Agricultural District to R-4, Medium-Density Residential District:

The NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa

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

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

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

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

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

Passed and approved by the Carroll City Council this _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

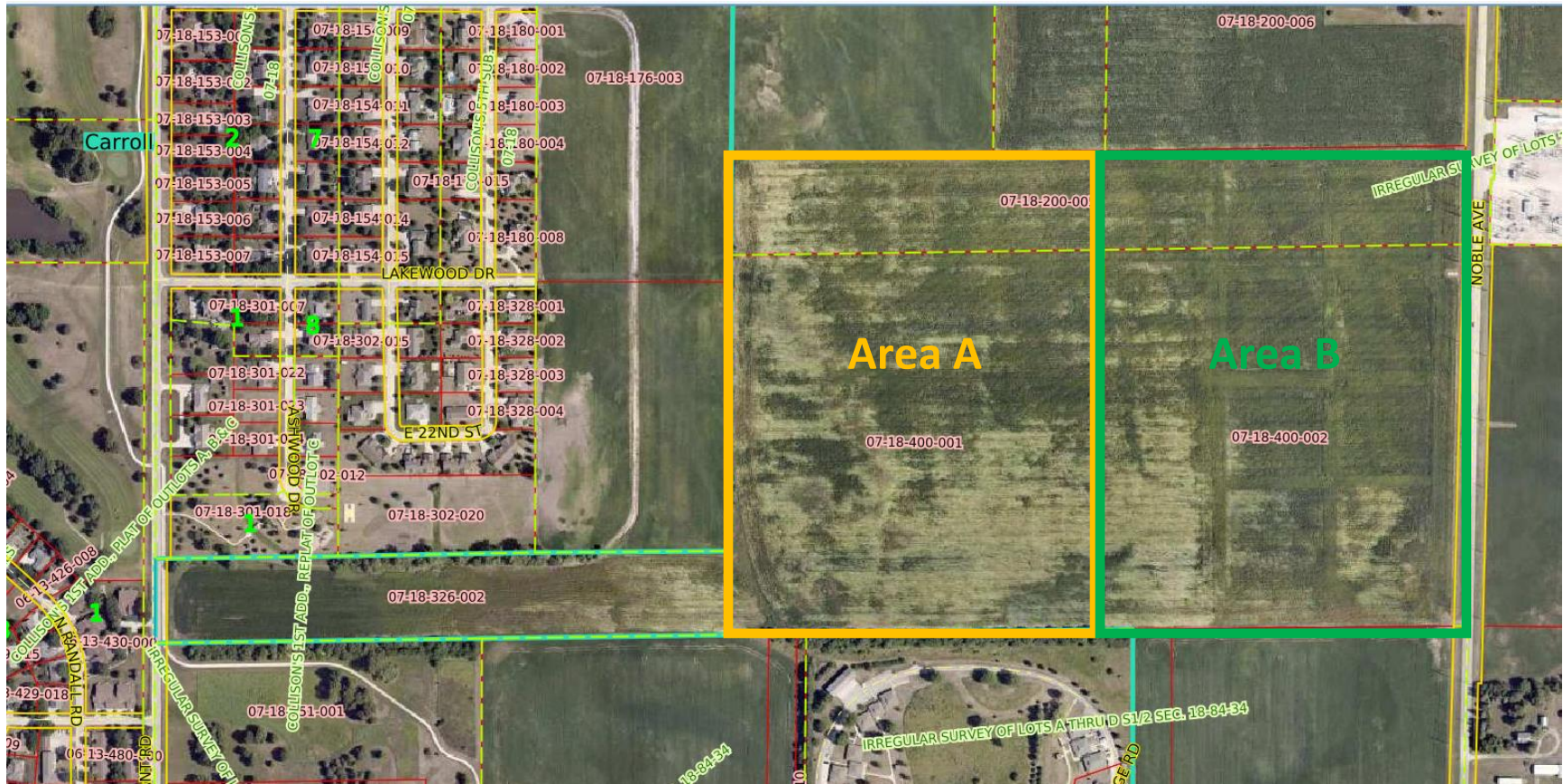
ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 2022.

Laura A. Schaefer, City Clerk

Rezoning for Koethe Property



Area A: Proposed Zoning: R-3

Legal Description: The NW 1/4 SE 1/4 and the west half of the South 20 Acres of the S 1/2 NE 1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa

Area B: Proposed Zoning: R-4

Legal Description: The NE 1/4 SE 1/4 and the east half of the South 20 Acres of the S 1/2 NE 1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa

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 *MSPW*
FROM: Brad Burke, Chief of Police *BB*
DATE: August 3, 2022
SUBJECT: Carroll City Ordinance Chapter 65.02(19) amendment

Chapter 65 of the Carroll City Code deals with Stop or Yield Requirements. Chapter 65.02(19) specifically deals with stop signs on Court Street. At the intersection of Court Street and Second Street, there has been two property damage vehicle collisions in the last six months. Also, the city signing plan recommends a stop sign at this location. Due to the recommendation and the two motor vehicle accidents at this corner, I have created an ordinance placing a stop sign for north and south bound traffic at this location.

RECOMMENDATION: Council discussion of the ordinance change amendment to Chapter 65.02, subsection 19 of the City of Carroll Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO STOP OR YIELD REQUIRED

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

SECTION 1. Chapter 65, Section 02, Subsection 19, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is repealed and the following is adopted in lieu thereof:

65.02(19)

Court Street. Vehicles traveling on Court Street shall stop at the following street intersections:

- A. Twelfth Street
- B. Tenth Street
- C. Fourth Street – southbound only
- D. Third Street
- E. First Street
- F. Bluff Street
- G. Second Street

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 _____, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Mark E. Beardmore., Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2022.

Laura A. Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: July 21, 2022

SUBJECT: Seventh Amended and Restated Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton.

On April 25, 2022, the City Council provided direction to staff on the creation of a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton related to the rehabilitation of the property at 220 W 7th Street. The property is locally known as The Villa or The Hoyt Mansion. The property dates back to 1919 according to Carroll County Assessor records. The attached Development Agreement reflects the direction that Council provided and is the finalization of these negotiations with owners of the property.

This development agreement calls for the renovation of the interior and exterior of an existing facility on the Development Property, including but not limited to new concrete, landscaping, trees, a garden area with a fountain, ironwork, repairing the original slate roof, tuck pointing the bricks, new windows, and paint, all to be completed by December 31, 2024. Construction costs are expected to be approximately \$1,000,000. In exchange, the owners will receive from the City a TIF Rebate over a 15-year period for 100% of the increase in property value attributable to the renovation work they are completing on the property. The total rebate would be capped at \$250,000. The current assessed value of the property is \$209,210. To receive the full request of \$250,000, based on the current TIF consolidated tax rates and a 90% commercial property tax rollback, the building value would need to increase to approximately \$1,010,000 with a rebate period of 15 years.

As in similar development agreements the City has made in the past, this 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 grants 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.

RECOMMENDATION: Hold a public hearing and then consider a motion to approve the resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton..

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

August 8, 2022

5:15 P.M.

Seventh Amended and Restated Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton.

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.**

August 8, 2022

The City Council of the City of Carroll in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Carroll and Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton, 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 BRIAN J. WENDL AND HOLLY A. WENDL, AND JASON R. ATHERTON AND KAREN M. ATHERTON", 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 _____, 2022, 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 BRIAN J. WENDL
AND HOLLY A. WENDL, AND JASON R. ATHERTON AND
KAREN M. ATHERTON

WHEREAS, this Council previously 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 Urban Renewal Plan (the "Original Urban Renewal Plan") for an urban renewal area named the Central Business District Project Area (the "Project Area") described therein; and

WHEREAS, the Original Urban Renewal Plan, as adopted in 1967, has subsequently been amended and restated several times, most recently in 2021; 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 Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton (collectively the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Project Area as defined and legally described in the Agreement (the "Development Property") and consisting of the renovation of the interior and exterior of an existing facility on the Development Property, including but not limited to new concrete, landscaping, trees, a garden area with a fountain, ironwork, repairing the original slate roof, tuck pointing the bricks, new windows, and paint, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Blight Remediation Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$250,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement imposes obligations on the Developer related to employment retention and/or creation by commercial tenants in the Minimum Improvements; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development and blight remediation 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 and blight remediation 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 remediation of blight on and 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 and blight remediation 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 8th day of August, 2022.

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 _____, 2022.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02080316-1\10275-081

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

BRIAN J. WENDL AND HOLLY A. WENDL, AND
JASON R. ATHERTON AND KAREN M. ATHERTON

_____, 2022

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (the “Agreement”), is made on or as of the ____ day of _____, 2022, by and between the CITY OF CARROLL, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (the “Urban Renewal Act”), and BRIAN J. WENDL AND HOLLY A. WENDL, and JASON R. ATHERTON AND KAREN M. ATHERTON, individuals doing business at 220 West 7th Street, Carroll, Iowa (collectively the “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Central Business District Project Area (the “Area”), which is described in the Seventh Amended and Restated Central Business District Urban Renewal Plan approved for such Area on December 13, 2021 (the “Urban Renewal Plan”); and

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

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

WHEREAS, City is willing to provide certain incentives in exchange for Developer’s rehabilitation of the existing building on the Development Property, as more particularly described herein; and

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

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

ARTICLE I. DEFINITIONS

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

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

Base Value means the assessed value of the Development Property and any improvements/buildings thereon as of January 1, 2022, which value is \$209,210.

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

Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton TIF Account means a separate account within the Central Business District Project Area Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and Development Property shall be deposited.

Central Business District Project Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Seventh Amended and Restated Central Business District Urban Renewal Plan.

Certificate of Completion means the certificate attached hereto as Exhibit C provided to the Developer pursuant to Section 3.3 of this Agreement.

City means the City of Carroll, Iowa.

Code means the Code of Iowa, 2021, as amended.

County means the County of Carroll, Iowa.

Developer means Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton and their permitted successors and assigns.

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

Event of Default means any of the events described in Section 10.1 of this Agreement.

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

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

Minimum Improvements means the renovation of an existing facility on the Development Property, as more particularly described in Exhibit B to this Agreement.

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

Ordinance means the Ordinance under which the taxes levied on that portion of the Urban Renewal Area containing the Minimum Improvements and Development Property shall be divided and a portion paid into the Central Business District Project Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Project means the completion and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Seventh Amended and Restated Central Business District Urban Renewal Plan or Urban Renewal Plan means the Seventh Amended and Restated Central Business District Urban Renewal Plan, approved in respect of the Central Business District Project Area of the City, described in the preambles hereof.

State means the State of Iowa.

Tax Increments means the property tax revenues on that portion of the assessed value of the Minimum Improvements and Development Property above the Base Value that are divided and made available to the City for deposit in the Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton TIF Account of the Central Business District Project Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code 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, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the Central Business District Project 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. The Developer makes the following representations and warranties:

a. Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton are individuals doing business together in the State of Iowa, and have all requisite power and authority to own and operate their properties, to carry on their business as now conducted and as presently proposed to be conducted, and to enter into and perform their obligations under this 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 will cause the Minimum 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.

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

g. The construction of the Minimum Improvements will require a total investment of approximately \$1,000,000.

h. 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.

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

j. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2024.

k. Developer would not undertake its obligations under this Agreement without the payment by the City of the Blight Remediation Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits ("Construction Plans"). The Developer agrees that the

scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2024; 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 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 it 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 to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.3. Certificate of Completion. Within fifteen (15) business days after written request by Developer, the City shall furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C 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.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, 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 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.

ARTICLE IV. PROPERTY TAXES

Section 4.1. 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 and Minimum Improvements. 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 and shall be solely responsible for all assessments and taxes.

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

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

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

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements. Developer shall maintain insurance with respect to the Minimum Improvements and the business operations therein as is statutorily required and any additional insurance customarily carried for like buildings of comparable size and liability exposure.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account with respect to any obligations of the Developer under this Agreement and Developer will provide reasonable protection against loss or damage to such books of record and account. Upon request by the City, Developer shall provide certified copies of portions of its books and accounts limited in scope as above described.

Section 6.3. Compliance with Laws. The Developer will comply with all applicable laws, rules, and regulations relating to the Development Property, the Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In constructing 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 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that is related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. Occupancy/Employment. Until at least the Termination Date as established in Section 11.8 of this Agreement, Developer will lease the Minimum Improvements to commercial Tenants to occupy the Minimum Improvements and create or retain jobs therein.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, Developer shall provide an Annual Certification to the City, the form of which is provided in Exhibit E. Upon request, Developer shall promptly provide the City with copies of additional information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement. Such statement, proof and certificate described above, shall be provided to the City not later than October 1 of each year, commencing October 1, 2025 and continuing until October 1, 2040.

Section 6.8. 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. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum 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 shall be paid when due.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not assign, transfer, or convey to any third party any interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement, and (ii) the City consents thereto in writing in advance thereof.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. BLIGHT REMEDIATION GRANTS

Section 8.1. Blight Remediation Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to fifteen (15) consecutive annual payments of Blight Remediation Grants to the Developer, under the following terms and conditions.

Assuming completion of the Minimum Improvements by December 31, 2024, full assessment of the Minimum Improvements on January 1, 2025, and debt certification to the Auditor by the City prior to December 1, 2025, the Blight Remediation Grants shall commence on June 1, 2027, and end on June 1, 2041, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

<u>Date</u>	<u>Amount of Blight Remediation Grants</u>
June 1, 2027	100% of Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37
June 1, 2038	100% of Tax Increments for Fiscal Year 37-38
June 1, 2039	100% of Tax Increments for Fiscal Year 38-39
June 1, 2040	100% of Tax Increments for Fiscal Year 39-40
June 1, 2041	100% of Tax Increments for Fiscal Year 40-41

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. The schedule of the payments for Blight Remediation Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2025.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Blight Remediation Grants that may be paid to Developer under this Agreement shall be equal to the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements and Development Property above the Base

Value over the specified fifteen (15) year period, but in no event shall exceed Two Hundred Fifty Thousand Dollars (\$250,000) over the fifteen (15) year period. In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined aggregate maximum of \$250,000 is not met.

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make a Blight Remediation Grant in any year shall be subject to and conditioned upon the following:

- a. Developer's compliance with the terms of this Agreement, including, but not limited to, the operations obligations in Section 6.6 of this Agreement, and payment of property taxes;
- b. Developer's timely filing of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and
- c. No Event of Default shall have occurred and be continuing.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Blight Remediation Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Blight Remediation Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Blight Remediation 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 Blight Remediation Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.3.

Section 8.5. Source of Grant Funds Limited.

- a. The Blight Remediation Grants shall be payable from and secured solely and only by Tax Increments deposited and held in the Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton TIF Account of the Central Business District Project Area 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 apply the appropriate amount of Tax Increments to pay the Blight Remediation Grants, as and to the extent set forth in this Article. The Blight Remediation 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 shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible, and any monies

received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible.

b. Each Blight Remediation Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. 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 Blight Remediation 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 or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Blight Remediation Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the County receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund a Blight Remediation Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Minimum Improvements and Development Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Blight Remediation Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.6. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the amounts to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Blight Remediation Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation 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 agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by 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; 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 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. 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.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND 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 to be completed to be commenced and continued pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to timely pay ad valorem taxes on the Development Property;

c. 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;

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

e. Developer:

i. files 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. makes an assignment for the benefit of its creditors; or

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

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

f. 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.

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 may take any one or more of the following actions after giving thirty (30) days' written notice (except in the case of an Event of Default under Sections 10.1(d), (e), or (f) for which no notice and cure period applies) to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City 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 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

d. The City shall have no obligation to make payment of Blight Remediation Grants to Developer subsequent to an Event of Default.

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.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer, agent, attorney 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 the Developer, is addressed or delivered personally to Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton at 220 West 7th Street, Carroll, Iowa 51401;

- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at the City Hall, 627 North Adams Street, Carroll, Iowa 51401; Attn: 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 between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 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 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, 2041, 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 its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mark E. Beardmore and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

BRIAN J. WENDL

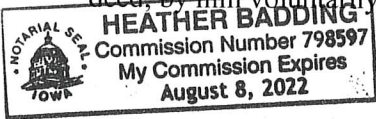
By: Brian J. Wendl
Brian J. Wendl

HOLLY A. WENDL

By: Holly A. Wendl
Holly A. Wendl

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

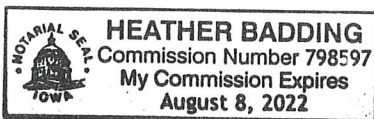
On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Brian J. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Holly A. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Brian J. Wendl and Holly A. Wendl]

JASON R. ATHERTON

By: Jason R. Atherton

Jason R. Atherton

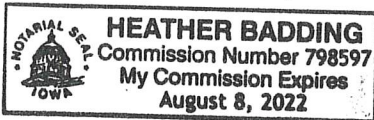
KAREN M. ATHERTON

By: Karen M. Atherton

Karen M. Atherton

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

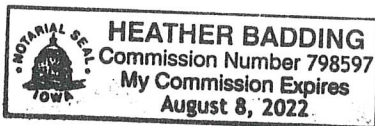
On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jason R. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Karen M. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Jason R. Atherton and Karen M. Atherton]

EXHIBIT A
DEVELOPMENT PROPERTY

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the renovation of the interior and exterior of an existing facility on the Development Property, including but not limited to new concrete, landscaping, trees, a garden area with a fountain, ironwork, repairing the original slate roof, tuck pointing the bricks, new windows, and paint. The Minimum Improvements will be occupied by commercial enterprises, which will allow for the retention and hiring of employees. The construction of the Minimum Improvements will be completed by December 31, 2024. Construction costs are expected to be approximately \$1,000,000.

EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Carroll, Iowa (the “City”), Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton, (collectively, the “Developer”) did on or about the _____ day of _____, 2022, make, execute and deliver, each to the other, a Development Agreement (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement and the City’s Seventh Amended and Restated Central Business District Urban Renewal Plan (the “Plan”), to develop certain real property owned by the Developer and located within the City of Carroll, Carroll County, Iowa (“City”) and particularly described as follows:

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

(“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 the Plan; and

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

NOW, THEREFORE, PURSUANT TO Section 3.3 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the 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

[Signature page to Certificate of Completion – City of Carroll]

Prepared by: Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309
Return to: City of Carroll, 627 North Adams Street, Carroll, Iowa 51401; Attn: City Clerk

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the “City”), Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton, (collectively, the “Developer”) did on or about the ____ day of _____, 2022, 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 Seventh Amended and Restated Central Business District Urban Renewal Plan (the “Plan”), to develop and operate certain real property located within the City and within the Central Business District Project Area and legally described as follows:

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on _____, 2022 and terminates on December 31, 2041, 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 _____, 2022.

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mark E. Beardmore and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

BRIAN J. WENDL

By: 

Brian J. Wendl

HOLLY A. WENDL

By: 

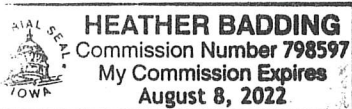
Holly A. Wendl

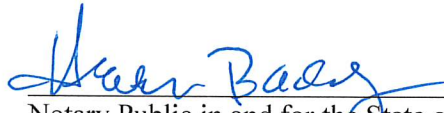
STATE OF IOWA)

) SS

COUNTY OF CARROLL)

On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Brian J. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



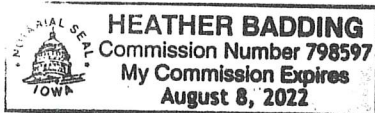

Notary Public in and for the State of Iowa

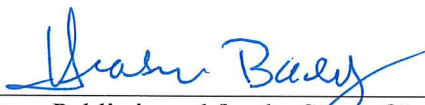
STATE OF IOWA)

) SS

COUNTY OF CARROLL)

On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Holly A. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Brian J. Wendl and Holly A. Wendl]

JASON R. ATHERTON

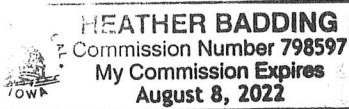
By: Jason R. Atherton
Jason R. Atherton

KAREN M. ATHERTON

By: Karen M. Atherton
Karen M. Atherton

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

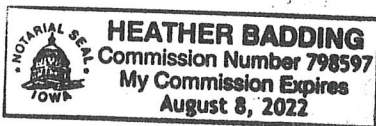
On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jason R. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Karen M. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Jason R. Atherton and Karen M. Atherton]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 1 as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements are occupied by the following commercial enterprise(s) employing individuals therein:

1	2
Name of Occupant	Square Footage of Minimum Improvements Utilized by Occupant

Please attach proof of occupancy (e.g. – a rent roll or a signed statement on tenant’s letterhead).

(iii) The undersigned representative of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the 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.

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

Signed this _____ day of _____, 20____.

By: _____

Name: _____

Attachments: Proof of payment of taxes

02068437-1\10275-081

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: August 3, 2022

SUBJECT: Carroll Recreation Center Building Improvements Project – 2021 – Not to Exceed \$700,000 General Obligation Capital Loan Notes (General Corporate Purpose)

- Public Hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder
- Resolution instituting proceedings to take additional action

At the July 25, 2022 Council meeting, Council took action to set a public hearing on the debt issuance not to exceed \$700,000 General Obligation Capital Loan Notes for a portion of the funding for the Carroll Recreation Center Building Improvements Project – 2021.

The notice of public hearing was published in the Carroll Times Herald on Tuesday, July 26, 2022.

A public hearing will need to be conducted at the Council meeting with action to be taken on the enclosed resolution entitled “Resolution instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes.” It is a requirement of Iowa Code to take action to either adopt the resolution or abandon the proposal.

RECOMMENDATION: At the close of the public hearing, Council consideration and approval of the attached resolution instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes for the Carroll Recreation Center Building Improvements Project – 2021.

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

Not to Exceed \$700,000 General Obligation Capital Loan Notes (GCP)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

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

August 8, 2022

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 N. Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center, for general corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24A and 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes 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)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

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 INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2022, 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 INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for the general corporate purposes, in order to provide funds to pay the costs of the acquisition, construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. 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, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Capital Loan Notes, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in

service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 8th day of August, 2022.

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 _____, 2022.

City Clerk, City of Carroll, State of Iowa

(SEAL)

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: August 4, 2022

SUBJECT: Discussion: Court Street LLC Tax Abatement Request

Adam Schweers and his partners are in the process of redeveloping the former clinic building located at 502 N Court Street. As part of the redevelopment, the project calls for renovations to the interior spaces and exterior façade in order to return it to its original historic look. This includes, but is not limited to, new appliances, new roof, new windows, new doors, and reface/repaint the exterior façade. The developer is requesting that the City amend the City's urban revitalization district in order to offer a higher local tax abatement for the project than what is currently available. Specifically, the developer is requesting the City provide a 10-year 100% abatement on the increased value of the renovated building.

Tax abatement provides a temporary reduction in property taxes over a specified period of time on the portion of assessed value added by new construction, or improvements to an existing structure. In an Urban Revitalization District, a City can provide tax abatement on residential properties with 3 or more units of up to 100% of the value added by qualified improvements for up to 10 years. This is different than the tax abatement limits for single-family and duplex properties which are not within a declared slum and blight district. For these properties the tax abatement is limited to the first \$75,000 of actual value added per living quarter for a period of 5 years.

The City currently provides abatement on all residential properties in the City on the first \$75,000 of actual value added per living quarter by the improvements for a period of 5 years. When the City first implemented its Urban Revitalization District on February 25, 2019, the Council made the decision that they wanted the tax abatement to be the same for both single-family/duplex properties as it was for multiresidential properties. For that reason, the Council elected not to adopt the larger tax abatement schedule that was available for multiresidential and match the abatement that was available to single-family and duplex properties.

The Council can also choose to have different types of abatements in different areas of the City. For example, the Council may choose to continue to allow the current residential abatement offer throughout the entire City but target a higher abatement level, like is being requested, in certain areas of the City, like the downtown area. Any change must include a minimum of two parcels. If the Council is interested in providing this higher level of abatement, they should discuss where they want to target the higher level of abatement.

RECOMMENDATION: Mayor and City Council discuss a request to revise the Urban Revitalization District and a potential revision to the current abatement schedule.



P.O. Box 11, Carroll, Iowa 51401
712-792-2917
info@westerniowaliving.com

City of Carroll
Carroll City Council and Mayor

RE: 10 Year Tax Abatement Request

Address:
502 N. Court Street
Carroll, IA 51401

Date: 8/3/22

Council and Mayor,

Please receive this request for tax abatement on behalf of the owners of Court Street LLC doing business as Western Iowa Living.

Our development group owns and operates four multi-family units located in Breda, (2) in Carroll and one in Jefferson at this time providing 87 units ranging from studio size thru 3 bedrooms.

Court Street LLC purchased 502 N. Court Street on the corner of Court and 5th Street in Carroll May 31st with the intent to clean up the slum and blight property and historically restore it to its original exterior look of 1929 as closely as possible.

All units in their current state are uninhabitable and the property is in serious need of renovation.

This project will bring 12 brand new apartment units online in downtown Carroll with current architectural plans suggesting (5) one-bedroom units, (6) two-bedroom units and (1) three-bedroom unit.

The City's participation in 10 Year Tax Abatement will help our business plan while also being looked on as favorable in other applications we intend to complete for financial assistance.

We have engaged an Architect and Historical Consultant to assist us in all layouts, engineering, and paperwork as it relates to SHPO. The Historian will assist us with the State and Federal Historical Grants we intend to seek to refinish the exterior of the building and upper story apartment units as they were in 1929. The apartments on the 2nd story will be of course update and some of the floor plans will be modified to fit 21st century living but many of the historical features will be preserved as best as possible. The lower level will include apartments as they

Court Street Plaza
514 North Court Street
Carroll, Iowa 51401

Lincoln Highway Suites
117 East 6th Street
Carroll, Iowa 51401

Jefferson Apartments
215 South Wilson Avenue
Jefferson, Iowa 50129

Breda ApartmentsPage 80
303 North 3rd Street
Breda, Iowa 51436



P.O. Box 11, Carroll, Iowa 51401
712-792-2917
info@westerniowaliving.com

have been the last 20+ years but a new community room, common area laundry and tenant storage space will be created as well. The western 2nd story will be improved to allow for a roof two patio overlooking 5th street.

We also intend to apply for Iowa Workforce Housing Tax Credits and any other downtown grants related to housing that may be out there.

This property will have market rate rents like our most recent project completed in Jefferson Iowa.

The lot across the alley to the east will be fully repaved and improved for both safety as well as aesthetics. This improvement will also compliment parking for this property as well as Court Street Plaza Apartments.

Future discussion and concession with the city about allowing some on-street parking around this property is also underway and we appreciate any assistance there.

We have provided the city all our updated blueprints as we continue to work through that process and our architect has been in regular contact with the city building and fire code enforcers as well as city engineer and water department. These prints are still fluid, but we are getting closer all the time on finalizing them.

We have also reached out to several local contractors who have expressed interest in the project and continue to provide them all updates on the property blueprints so they can work toward getting us as accurate numbers as possible.

Many of the applications we intend to complete have acceptance dates as far out as June of 2023 so it is likely work will not begin until after we have been accepted or exhausted all other funding options to enhance the business plan.

For now, the few remaining tenants that were in the building were provided nearly 75 days to exit and as of this week the building will be completely cleaned of all debris (nearly 22 tons) and securely locked up to prevent any unauthorized access.

Thank you for your time and consideration.

Sincerely,

Adam Schweers
Western Iowa Living, Managing Partner

Court Street Plaza
514 North Court Street
Carroll, Iowa 51401

Lincoln Highway Suites
117 East 6th Street
Carroll, Iowa 51401

Jefferson Apartments
215 South Wilson Avenue
Jefferson, Iowa 50129

Breda ApartmentsPage 81
303 North 3rd Street
Breda, Iowa 51436

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Chad Tiemeyer, Director of Parks and Recreation *CT*
DATE: August 4, 2022
SUBJECT: Report of Proposal Opening – Golf Truck - 2022

➤ Report of Proposal Opening

On July 27, 2022 two proposals were received at the time of the bid opening on a 1-ton regular cab pickup with dump box for the Golf Division. Below is the summary of the bids received:

Dealer	Motor Inn	Karl Ford
City	Carroll	Story City
Make	Chevrolet	Dodge
Model	Silverado 3500	Ram 3500
Bid Price	\$50,189.40	\$54,234.00
Trade In 1999 Ford F350 with Dump Box 34,500 miles	<u>\$(4,000.00)</u>	<u>\$(9,500.00)</u>
Total Cost	\$46,189.40	\$44,734.00

Both bids met all the City's specifications. For this type of purchase there is no state required bidding/purchasing requirement; therefore, the Council has the discretion to select a local vendor over a non-local vendor.

RECOMMENDATION: For Mayor and City Council consideration of a possible award on a 1-ton regular cab pickup with dump box for the Golf Division.

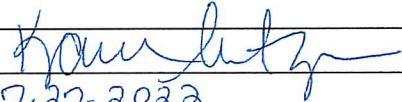
CITY OF CARROLL
Department of Parks & Rec
627 N Adams Street
CARROLL, IOWA 51401
(712) 792-1000

BID OPENING REPORT

For: **Golf Course One Ton Truck**

Bids were opened on: **27-Jul-2022**

Pre-Bid Estimate **\$60,000.00**

	Base Price	Trade in Value	BID AMOUNT:
1. <u>Motor Inn - Carroll</u>	<u>\$50,189.40</u>	<u>\$4,000.00</u>	<u>\$46,189.40</u>
2. _____	_____	_____	_____
3. <u>Karl Ford - Story City</u>	<u>\$54,234.00</u>	<u>\$9,500.00</u>	<u>\$44,734.00</u>
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
Signed: <u></u>	_____	_____	_____
Date: <u>7-27-2022</u>	_____	_____	_____

CITY OF CARROLL

PROPOSAL

1 Ton Regular Cab Pick Up with Dump Box

<u>Item No.</u>	<u>Description</u>	<u>Price</u>
1	One Ton Regular Cab Pickup Truck	\$ <u>50,189</u> ⁴⁰
1	1999 Ford F350 with Dump Box- 34,500 Miles	\$ <u>- 4000</u> ⁰⁰
	Net Price	\$ <u>46,189</u> ⁴⁰

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the prices set opposite each item, if this bid is accepted within 30 days from day of opening.

The undersigned also agrees to make delivery, or render services within amount NA days after receipt of order.

The undersigned certifies that no Federal, State, County, or Municipal Tax is included in the above quoted prices and that none will be added.

BY: JK

COMPANY: MOTOR INN of Carroll

ADDRESS: 1526 LECLARK Rd
CARROLL, IA 51401

TELEPHONE: 712-792-5000

**CITY OF CARROLL
DETAILED INFORMATION SHEET**

One Ton Regular Cab Pickup Truck

MANUFACTURER: Chevrolet

MODEL: Silverado 3500 HD YEAR: 2023

ENGINE: 6.6 V8 H.P.: 401

FUEL CAPACITY: 28

TIRES REAR: LT23580R17 FRONT: LT23580R17

OVERALL LENGTH: 235.5" WIDTH: 96.75"

HEIGHT: 80.67" WEIGHT: 13,025 lbs.

BATTERY: Heavy Duty

P.T.O.: Yes

TRANSMISSION: Automatic

POWER STEERING: Yes

HYDRAULICS: Yes

BRAKES: Hydraulic Power; Assisted Hydro Brake Booster

OTHER: • Black Tubular Assist Steps 6" Rectangular Plug
• One Rugby Eliminator Dropside Dump
• Class V Rear Receiver Hitch with Wiring Plug
• 60" Cab to Axle

BY: Tony Franklin

COMPANY: Motor Inn of Carroll LLC

ADDRESS: 1526 Le Clark Rd.
Carroll, IA 51401

TELEPHONE: 712-790-5000



Vehicle: 2023 Chevrolet Silverado 3500 HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck

	MSRP
Base Price	\$40,800.00
Dest Charge	\$1,795.00
Total Options	\$695.00
Subtotal	\$43,290.00
Govt. Discount	(\$3,300.00)
Subtotal Pre-Tax Adjustments	(\$3,300.00)
Less Customer Discount	(\$3,510.60)
Subtotal Discount	(\$3,510.60)
Trade-In	(\$4,000)
Subtotal Trade-In	(\$4,000)
Dropside Dump	\$13,710
Taxable Price	\$46,189.40
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$46,189.40

 7/20/22
Dealer Signature / Date

Customer Signature / Date

CITY OF CARROLL

PROPOSAL

1 Ton Regular Cab Pickup with Dump Box

<u>Item No.</u>	<u>Description</u>	<u>Price</u>
1	1 Ton Regular Cab Pickup with Dump Box	\$ <u>54,234</u>
1	1999 Ford F350 with Dump Box- 34,500 Miles	\$ <u>9,500</u>
	Net Price	\$ <u>44,734</u>

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the prices set opposite each item, if this bid is accepted within 30 days from day of opening.

The undersigned also agrees to make delivery, or render services within amount days after receipt of order.

The undersigned certifies that no Federal, State, County, or Municipal Tax is included in the above quoted prices and that none will be added.

BY: Rick Hoffman

COMPANY: Karl Ford

ADDRESS: 50 Factory Outlet Drive
Story City, IA 50248

TELEPHONE: (515) 422-6029

CITY OF CARROLL
DETAILED INFORMATION SHEET

1 Ton Regular Cab Pickup with Dump Box

MANUFACTURER: Ram
MODEL: 3500 Regular Cab YEAR: 2022
ENGINE: 6.4 V8 Gas H.P.: 410
FUEL CAPACITY: 52 Gallons
TIRES REAR: _____ FRONT: _____
OVERALL LENGTH: 235.3 WIDTH: 79.1
HEIGHT: 79.9 WEIGHT: 6192
BATTERY: 730 CCA
P.T.O.: N/D
TRANSMISSION: 8 Speed Auto Aisin AS66RC
POWER STEERING: Yes
HYDRAULICS: Electric Over Hydraulic Hois
BRAKES: 4 Wheel Disc ABS
OTHER: _____

BY: Rick Hoffmeyer
COMPANY: Karl Ford
ADDRESS: 810 Factory Outlet Dr.
Shreveport, LA 70248
TELEPHONE: (504) 472-6029



EST. 1946

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

Quote

Quote ID:	24861
Quote Date:	7/15/2022

Quote Expires 30 Days from
Quote Date

Sold To: 100

Ship To:

HAWKEYE TRUCK EQUIPMENT
5800-2ND AVE
P.O. BOX 3283
DES MOINES IA 50316-3283

HAWKEYE TRUCK EQUIPMENT
5800-2ND AVE
P.O. BOX 3283
DES MOINES IA 50316-3283

Vehicle Make	Vehicle Model	Vehicle Year	Single/Dual	Cab to Axle	Vin #

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL

THIS IS FOR THE CITY OF CARROLL BID DUE JULY 27TH

1-RUGBY ELIMINATOR DROPSIDE DUMP BODY (CARBON STEEL CONSTRUCTION)

9' X 96" WIDE BODY

12-1/2" TALL SIDES (FOLD DOWN WITH A SINGLE HANDLE RELEASE)

18" TALL DOUBLE WALLED TAILGATE (E-Z LATCH RELEASE)

CROSSMEMBERLESS UNDERSTRUCTURE

1/4" CABSHEILD WITH A LOUVERED REAR WINDOW (STANDARD CABSHEILD HEIGHT)

7 GUAGE STEEL FLOORING

VERTICAL SIDE BRACING ON THE SIDES & TAILGATE FOR ADDED STRENGTH

L.E.D. BODY LIGHTING

DOUBLE ACTING ELECTRIC HYDRAULIC HOIST

INSTALL FACTORY SUPPLIED BACKUP CAMERA & BACKUP ALARM

ALL LIGHTS, FLAPS, INSTALLED, POWDER COATED A SINGLE STAGE BLACK

ALSO INCLUDED ARE THE FOLLOWING OPTIONS:

CLASS V REAR RECEIVER HITCH AND WIRING PLUG

TO BE INSTALLED ON A DUALY CHASSIS WITH A 60" CAB TO AXLE

THANK YOU FOR THE OPPORTUNITY

TIM HESSELTINE

Sales Tax	\$0.00
Payments	\$0.00
Total Due	\$0.00

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: August 4, 2022

SUBJECT: Housing Incentives Update

Staff will provide an update on the Infill Housing Incentive Program and the other work around Housing Incentives at the August 8th meeting.

PLANNING AND ZONING COMMISSION
MINUTES OF JULY 13, 2022

The Carroll Planning and Zoning Commission met in regular session on July 13, 2022, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Sylvia Balk-Hanks, Richard Boes, Shelley Diehl, Ron Juergens, Angelo Luis, Ron Meiners and Jayne Pietig. Absent: Michelle Prichard and Daniel Sturm. Also present: Mike Pogge-Weaver, City Manager (via Zoom), and Greg Schreck, Building/Fire Safety Official. Commissioner Diehl presided.

* * * * *

MOTION by Juergens, second by Boes, to approve the minutes of the June 8, 2022 meeting as mailed. All present voted aye. Absent: Prichard and Sturm. Motion carried.

* * * * *

A request from LeMark Koethe to change the zoning from A-1, Agricultural District to R-3, Low-Density Residential District for an area legally described as the NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa. Mr. Koethe also requested to change the zoning from A-1, Agricultural District to R-4, Medium-Density Residential District for an area legally described as the NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa. All adjacent property owners were notified of the hearing by mail and proof of public notice of a hearing was presented. The public hearing was opened at 5:24 PM. Paul Fricke was present and asked questions regarding the request. No one appeared in opposition. The public hearing was closed at 5:32 P.M. MOTION by Boes, second by Juergens to recommend to the City Council approval of the zoning change request for the area described from A-1, Agricultural District to R-3, Low-Density Residential District for an area legally described as the NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa AND to recommend to the City Council approval of the zoning change request for the area described from A-1, Agricultural District to R-4, Medium-Density Residential District for an area legally described as the NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa. All present voted aye. Absent: Prichard and Sturm. Motion carried.

* * * * *

MOTION by Juergens, second by Meiners, to adjourn at 5:40 PM. All present voted Aye. Absent: Prichard and Sturm. Motion carried.

Shelley Diehl, Chairperson

Mike Pogge-Weaver, City Manager

DRAFT