



City Council Meeting

Monday, October 10, 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. Fire Prevention Week Proclamation**
- 4. Consent Agenda**
 - a. Approval of Minutes of the September 26 and October 5 Meetings**
 - b. Approval of Bills and Claims**
 - c. Licenses and Permits:**
 - New 5 day Class "C" Liquor License - *Hy-Vee (Family Resource Center Fundraiser - November 3, 2022)*
 - d. Report of Bid Opening - 100" Front Mount Mower - Golf Division**
 - e. Report of Bid Opening - 12' Rotary Mower - Parks Division**
- 5. 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.

6. Ordinances

a. Carroll City Ordinance Chapter 69.08(5) Amendment - Restricted Parking on Birch Street - 2nd Reading

Also see item 6.a - [September 26, 2022](#) - Carroll City Ordinance Chapter 69.08(5) Amendment - Restricted Parking on Birch Street

b. Carroll City Ordinance Chapter 1.14 Amendment - Standard Penalty

7. Resolutions

a. City Manager Search Proposals

b. Possible Appointment of an Interim City Manager

c. Water Well No. 19 Rehabilitation

8. Reports

a. Adams Street Reconstruction - Public Information Meetings

Also see item 7.a - [March 14, 2022](#) - Adams Street Reconstruction - Project Schedule.

Also see item VII.A - [October 25, 2021](#) - Adams Street Reconstruction - Agreement for Engineering Services.

b. ATV, Golf Cart, UTV, & Snowmobile Ordinance Discussion

c. BTC, Inc. (dba Western Iowa Networks)

- Certificate of Completion for Minimum Improvements
- Certificate of Completion for Public Improvements

d. Carroll Recreation Center Improvements Project - 2021 - Change Order No. 1

Also see item VI.C - [March 8, 2021](#) - Contract for Services Agreement - Carroll Recreation Center Building Improvements Project - 2021 and item VII.D - [June 14, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 7.a - [December 20, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 7.c - [February 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 6.a - [February 28, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 6.a - [March 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 6.e - [May 23, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 3.e - [August 22, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Construction Materials Testing Proposal

e. Request to Amend the Private Development Agreement between the City of Carroll and 704 Development Corp. Related to the Development of Rolling Hills South Condominiums

Also see item VII.B - [August 27, 2018](#) - Rolling Hills South Condominiums Urban Renewal Plan - Development Agreement with 704 Development Corp.

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

October/November Meetings:

- * Airport Commission – October 10, 2022 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – October 12, 2022 – City Hall - 627 N Adams St
- * Library Board of Trustees – October 17, 2022 – Carroll Public Library – 118 E 5th St
- * City Council – October 24, 2022 – City Hall – 627 N Adams St
- * Board of Adjustment - November 7, 2022 - City Hall - 627 N Adams St
- * Parks, Recreation and Cultural Advisory Board – November 7, 2022 – Rec Center – 716 N Grant Rd
- * Planning and Zoning Commission – November 9, 2022 – City Hall - 627 N Adams St
- * City Council – November 14, 2022 – City Hall – 627 N Adams St
- * Airport Commission – November 14, 2022 – Airport Terminal Building - 21177 Quail Ave
- * Library Board of Trustees – November 21, 2022 – Carroll Public Library – 118 E 5th St
- * City Council – November 28, 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.

City of Carroll Mayor's Proclamation

WHEREAS, the City of Carroll, Iowa is committed to ensuring the safety and security of all those living in and visiting Carroll; and

WHEREAS, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

WHEREAS, home fire escape plans should be developed by all members of the household; and

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

WHEREAS, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;

WHEREAS, Carroll's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire Won't Wait. Plan Your Escape", effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year;

THEREFORE, I, Mark E. Beardmore, Mayor of Carroll, Iowa do hereby proclaim October 9 – 15, 2022, as Fire Prevention Week throughout this community. I urge all the people of Carroll to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Carroll's fire and emergency services throughout the year.

ADOPTED AND PASSED BY THE COUNCIL OF THE CITY OF CARROLL, IOWA, this 10th day of October, 2022.

Mark E. Beardmore, Mayor

Tom Bordenaro, Ward One

Misty Boes, Ward Two

Kyle Bauer, Ward Three

Carolyn Siemann, Ward Four

LaVern Dirkx, At-Large

JJ Schreck, At-Large

ATTEST: _____
Laura A. Schaefer, City Clerk

COUNCIL MEETING
SEPTEMBER 26, 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, Misty Boes, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the September 12, 2022 Council meeting, as written; b) bills and claims in the amount of \$584,964.14; c) New 12 Month Class “B” Beer Permit with Class “C” Native Wine Permit and Sunday Sales – *Full Swing Golf*; d) the Order accepting the Tobacco Settlement Agreement with Sparky’s One Stop; the Order accepting the Tobacco Settlement Agreement with Walmart #1787; e) Infill Housing Incentive Application for Wittrock Construction (JFF LLC), 1432 Woodland Drive; f) Resolution No. 22-85, Funding Agreement with New Opportunities, Inc.; g) Change Order No. 1 in the amount of \$3,650.00 for the Street Restoration - 2022 Project. The total contract cost with change orders is \$751,684.25; Certificate of Substantial Completion for the Street Restoration – 2022 Project; h) Change Order No. 1 in the amount of \$9,750.00 for the Graham Park Drainage Ditch #77 Improvements Project. The total contract cost with change orders is \$223,377; i) Resolution No. 22-86, Central Control System Global Service Plan with Rain Bird Corporation; j) Resolution No. 22-87, Amendment Number 1 to Contract Number TA2043 With Region XII Council of Governments, Inc. to Complete a Subdivision Ordinance Review for the City of Carroll; k) Resolution No. 22-88, Water Utility Vendor Agreement with New Opportunities, Inc. for the Low-Income Household Water Assistance Program. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communications from the audience.

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Austin Farmer, Retail Coach representative, gave an update on the Retail Coach Project. No Council action taken.

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An ordinance amending the Code of Ordinances by restricting parking on the east side of Birch Street from Fifteenth Street to Eighteenth Street was introduced by Council Member Schreck.

It was moved by Schreck, seconded by Siemann, to approve the first reading of the proposed said ordinance. Todd Jansonius, Birch Street resident, addressed Council on this issue. On roll call, all present voted aye except Dirxx voted nay. Absent: None. Motion carried.

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It was moved by Boes, seconded by Bordenaro, to approve Resolution No. 22-89, Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement for the \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Siemann, seconded by Boes, to approve Resolution No. 22-90, Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate for the \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A. On roll call, all present voted aye. Absent: None. Motion carried.

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Public Works Director/City Engineer Randy Krauel reported no bids were received for the Wastewater Treatment Plant Vertical Loop Reactor Replacement Air Piping Project bid opening. No Council action taken.

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It was moved by Bauer, seconded by Bordenaro, to deny the Infill Housing Incentive Application for Brian and Karen Mentzer, 1530 E 10th Street as the building permit was issued on July 27, 2022 prior to the August 1, 2022 start date. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 6:26 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING

OCTOBER 5, 2022

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

The Carroll City Council met in special session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer, Misty Boes, Tom Bordenaro, LaVern Dirx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Dirx, seconded by Bauer, to accept City Manager Michel J. Pogge-Weaver's resignation effective November 3, 2022. On roll call, all present voted aye. Absent: None. Motion carried.

Council discussed the next steps related to the City Manager position vacancy. No Council action taken.

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It was moved by Bauer, seconded by Schreck, to adjourn at 6:06 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

		=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====			
PAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022			
PARTIALLY ITEMS DATES:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022			
UNPAID ITEMS DATES	:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022			
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-001934	ACADEMY ROOFING & SHEET M	ROOF/DRAIN LEAK REPAIRS	1,820.57	0.00	000000	0/00/00	1,820.57
		** TOTALS **	1,820.57	0.00			1,820.57
01-001704	ACCO	POOL SUPPLIES	1,365.93	0.00	000000	0/00/00	1,365.93
01-001704	ACCO	DIVING BOARD REPAIRS	103.38	0.00	000000	0/00/00	103.38
		** TOTALS **	1,469.31	0.00			1,469.31
01-001621	ACE HARDWARE	SOCCER GOAL REPAIRS	15.97-	0.00	000000	0/00/00	15.97-
01-001621	ACE HARDWARE	DRILL BITS AND ANCHORS	11.98	0.00	000000	0/00/00	11.98
01-001621	ACE HARDWARE	LIGHT BULBS	7.98	0.00	000000	0/00/00	7.98
01-001621	ACE HARDWARE	SUPPLIES	7.99	0.00	000000	0/00/00	7.99
01-001621	ACE HARDWARE	HOSES	184.96	0.00	000000	0/00/00	184.96
01-001621	ACE HARDWARE	SOCCER GOAL REPAIRS	120.85	0.00	000000	0/00/00	120.85
01-001621	ACE HARDWARE	SOCCER GOAL REPAIRS	89.88	0.00	000000	0/00/00	89.88
01-001621	ACE HARDWARE	SPOT LIGHT REPAIRS	4.14	0.00	000000	0/00/00	4.14
01-001621	ACE HARDWARE	SOCCER GOAL REPAIRS	35.94	0.00	000000	0/00/00	35.94
01-001621	ACE HARDWARE	REPAIR PARTS	11.97	0.00	000000	0/00/00	11.97
01-001621	ACE HARDWARE	SOCCER GOAL REPAIRS	16.99	0.00	000000	0/00/00	16.99
01-001621	ACE HARDWARE	SUPPLIES	15.97	0.00	000000	0/00/00	15.97
01-001621	ACE HARDWARE	SUPPLIES	7.99	0.00	000000	0/00/00	7.99
01-001621	ACE HARDWARE	BOLTS FOR FLAG POLE	12.99	0.00	000000	0/00/00	12.99
		** TOTALS **	513.66	0.00			513.66
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE PW SEC.	129.95	0.00	000000	0/00/00	129.95
		** TOTALS **	129.95	0.00			129.95
01-001910	AHLERS & COONEY P.C.	HOUSING PROGRAM UPDATES	192.00	0.00	000000	0/00/00	192.00
		** TOTALS **	192.00	0.00			192.00
01-002816	ALL PRO DOOR COMPANY	GARAGE DOOR REPAIRS	96.30	0.00	000000	0/00/00	96.30
		** TOTALS **	96.30	0.00			96.30
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	4,722.12	4,722.12-	125305	10/06/22	0.00
		** TOTALS **	4,722.12	4,722.12-			0.00
01-001046	AMERICAN RADIATOR	RADIATOR REPAIRS	100.50	0.00	000000	0/00/00	100.50
		** TOTALS **	100.50	0.00			100.50
01-000380	AMERICAN TEST CENTER	LIFT INSPECTIONS	1,910.00	0.00	000000	0/00/00	1,910.00
		** TOTALS **	1,910.00	0.00			1,910.00
01-002650	ANIMAL RESCUE OF CARROLL	FY 23 FUNDING REQUEST	5,000.00	0.00	000000	0/00/00	5,000.00
		** TOTALS **	5,000.00	0.00			5,000.00

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022		
PARTIALLY ITEMS DATES:	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022		
UNPAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	22.32	0.00	000000	0/00/00		22.32
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	28.17	0.00	000000	0/00/00		28.17
** TOTALS **			50.49	0.00				50.49
01-003050	AXON ENTERPRISE INC.	TASER BATTERIES	381.00	0.00	000000	0/00/00		381.00
** TOTALS **			381.00	0.00				381.00
01-002805	BADDING CONSTRUCTION CO.	REC CENTER IMPROVEMENTS #1	249,907.00	0.00	000000	0/00/00		249,907.00
** TOTALS **			249,907.00	0.00				249,907.00
01-001943	BAUER BUILT TIRE CENTER	TIRE REPAIRS	20.54	0.00	000000	0/00/00		20.54
** TOTALS **			20.54	0.00				20.54
01-003515	BOMGAARS	SPRAYER PARTS	42.84	0.00	000000	0/00/00		42.84
01-003515	BOMGAARS	PLANT SUPPLIES	39.95	0.00	000000	0/00/00		39.95
01-003515	BOMGAARS	KEYS	9.38	0.00	000000	0/00/00		9.38
01-003515	BOMGAARS	SAFETY VESTS	67.96	0.00	000000	0/00/00		67.96
01-003515	BOMGAARS	SUPPLIES	57.29	0.00	000000	0/00/00		57.29
01-003515	BOMGAARS	FASTENERS	2.20	0.00	000000	0/00/00		2.20
01-003515	BOMGAARS	SUPPLIES	118.44	0.00	000000	0/00/00		118.44
01-003515	BOMGAARS	AIR COMPRESSOR	399.99	0.00	000000	0/00/00		399.99
01-003515	BOMGAARS	DRILL FOR FIRE STATION	217.97	0.00	000000	0/00/00		217.97
** TOTALS **			956.02	0.00				956.02
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,485.47	3,485.47-	125302	10/06/22		0.00
** TOTALS **			3,485.47	3,485.47-				0.00
01-003234	BRINCKS EXTERIORS INC.	ROOF REPAIRS - HSPS	342.86	0.00	000000	0/00/00		342.86
** TOTALS **			342.86	0.00				342.86
01-003690	BROWN SUPPLY CO INC	4" HYMAX GRIP COUPLERS	620.00	0.00	000000	0/00/00		620.00
** TOTALS **			620.00	0.00				620.00
01-003140	CANINE TACTICAL	K9 TRAINING	200.00	0.00	000000	0/00/00		200.00
** TOTALS **			200.00	0.00				200.00
01-003791	CAPITAL ONE	SUPPLIES	113.01	113.01-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	SUPPLIES	8.75	8.75-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	PROGRAM SUPPLIES	6.26	6.26-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	SUPPLIES	54.47	54.47-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	HANDHELD VACUUM	229.00	229.00-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	PLANT SUPPLIES	83.18	83.18-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	SUPPLIES	248.26	248.26-	125303	10/06/22		0.00
01-003791	CAPITAL ONE	PROGRAM SUPPLIES	53.30	53.30-	125303	10/06/22		0.00

		=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====		
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UNPAID ITEMS DATES	:		9/23/2022 THRU 10/06/2022	9/23/2022	THRU 10/06/2022	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE----

		** TOTALS **	796.23	796.23-		0.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	70.70	0.00	000000 0/00/00	70.70
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	356.59	0.00	000000 0/00/00	356.59
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	47.00	0.00	000000 0/00/00	47.00
		** TOTALS **	474.29	0.00		474.29
01-024005	CARROLL EYE CARE ASSOC.	PRE-EMP EYE EXAM STORK	26.00	0.00	000000 0/00/00	26.00
		** TOTALS **	26.00	0.00		26.00
01-004237	CARROLL VETERINARY CLINIC NOV.	DOG CARE CONTRACT	650.00	0.00	000000 0/00/00	650.00
		** TOTALS **	650.00	0.00		650.00
01-004325	CENTRAL IOWA DISTRIBUTING	GLOVES	189.00	0.00	000000 0/00/00	189.00
		** TOTALS **	189.00	0.00		189.00
01-001148	CERTIFIED TESTING SERVICE ST.	MAINT BLDG	516.00	0.00	000000 0/00/00	516.00
01-001148	CERTIFIED TESTING SERVICE REC	CENTER TESTING	1,267.20	0.00	000000 0/00/00	1,267.20
		** TOTALS **	1,783.20	0.00		1,783.20
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	176.34	0.00	000000 0/00/00	176.34
		** TOTALS **	176.34	0.00		176.34
01-003633	CLEANING SOLUTIONS INC	SEPT. CITY HALL CLEANING	2,080.00	0.00	000000 0/00/00	2,080.00
01-003633	CLEANING SOLUTIONS INC	SEPT. PD CLEANING	624.00	0.00	000000 0/00/00	624.00
01-003633	CLEANING SOLUTIONS INC	SEPT. CLEANING REC CENTER	2,016.00	0.00	000000 0/00/00	2,016.00
		** TOTALS **	4,720.00	0.00		4,720.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,596.54	13,596.54-	001386 10/06/22	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,691.14	15,691.14-	001386 10/06/22	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,856.36	4,856.36-	001386 10/06/22	0.00
		** TOTALS **	34,144.04	34,144.04-		0.00
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER REPAIRS	185.25	0.00	000000 0/00/00	185.25
		** TOTALS **	185.25	0.00		185.25
01-003214	CORE-MARK MIDCONTINENT IN	SUPPLIES	1,262.96	0.00	000000 0/00/00	1,262.96
		** TOTALS **	1,262.96	0.00		1,262.96
01-005395	D & K PRODUCTS	GRASS SEED	670.00	0.00	000000 0/00/00	670.00
01-005395	D & K PRODUCTS	CHEMICALS	1,086.00	0.00	000000 0/00/00	1,086.00
		** TOTALS **	1,756.00	0.00		1,756.00
01-003485	DALE POTTEBAUM	ISRMSA CONFERENCE	235.18	235.18-	125285 9/27/22	0.00

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UNPAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE----

		** TOTALS **	235.18	235.18-	0.00
01-000854	DEARBORN NATIONAL	OCT. LIFE INS. PREMIUMS	320.49	320.49-	125283 9/27/22 0.00
		** TOTALS **	320.49	320.49-	0.00
01-002811	DEVIN PUDENZ	STEEL TOED BOOTS	192.60	192.60-	125210 9/23/22 0.00
		** TOTALS **	192.60	192.60-	0.00
01-001122	DIVISION OF LABOR/ELEVATO	ELEVATOR INSPECTION	225.00	225.00-	125284 9/27/22 0.00
		** TOTALS **	225.00	225.00-	0.00
01-006270	DREES HEATING & PLUMBING	CAMERA REPAIRS	103.00	0.00	000000 0/00/00 103.00
		** TOTALS **	103.00	0.00	103.00
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,335.72	0.00	000000 0/00/00 1,335.72
01-006275	DREES OIL CO. INC.	DIESEL FUEL	1,984.70	0.00	000000 0/00/00 1,984.70
		** TOTALS **	3,320.42	0.00	3,320.42
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	597.00	0.00	000000 0/00/00 597.00
		** TOTALS **	597.00	0.00	597.00
01-012590	ECHO ELECTRIC SUPPLY	CBD STREET LIGHT BULBS	217.50	217.50-	125304 10/06/22 0.00
01-012590	ECHO ELECTRIC SUPPLY	ROOF TOP UNIT FUSES	76.89	0.00	000000 0/00/00 76.89
01-012590	ECHO ELECTRIC SUPPLY	LIGHTS	90.88	0.00	000000 0/00/00 90.88
		** TOTALS **	385.27	217.50-	167.77
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	83.00	0.00	000000 0/00/00 83.00
		** TOTALS **	83.00	0.00	83.00
01-003723	EDDY'S LIMBS	ASH TREE REMOVAL	18,000.00	18,000.00-	125286 9/27/22 0.00
01-003723	EDDY'S LIMBS	TREES REMOVED	4,800.00	0.00	000000 0/00/00 4,800.00
		** TOTALS **	22,800.00	18,000.00-	4,800.00
01-006860	FELD FIRE EQUIPMENT CO.	OCT-DEC SECURITY MONITORING	120.00	0.00	000000 0/00/00 120.00
01-006860	FELD FIRE EQUIPMENT CO.	#35 REPAIR PARTS	108.00	0.00	000000 0/00/00 108.00
01-006860	FELD FIRE EQUIPMENT CO.	INTERVIEW CAMERA	312.50	0.00	000000 0/00/00 312.50
		** TOTALS **	540.50	0.00	540.50
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	464.75	0.00	000000 0/00/00 464.75
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	836.75	0.00	000000 0/00/00 836.75
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	273.00	0.00	000000 0/00/00 273.00
		** TOTALS **	1,574.50	0.00	1,574.50
01-003948	FULL SWING GOLF LLC	FULL SWING GOLF LIQ. REFUND	225.00	0.00	000000 0/00/00 225.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
PARTIALLY ITEMS DATES:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
UNPAID ITEMS DATES	:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---

			** TOTALS **	225.00	0.00			225.00
01-009315		GALLS INC.	UNIFORM PANTS RETURNED	140.00-	0.00	000000	0/00/00	140.00-
01-009315		GALLS INC.	UNIFORM SHIRTS	131.25	0.00	000000	0/00/00	131.25
01-009315		GALLS INC.	VEST CARRIERS	823.99	0.00	000000	0/00/00	823.99
			** TOTALS **	815.24	0.00			815.24
01-009500		GEHLING WELDING & REPAIR	MOWER REPAIRS	45.50	0.00	000000	0/00/00	45.50
			** TOTALS **	45.50	0.00			45.50
01-009540		GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL REPAIRS	1,102.00	0.00	000000	0/00/00	1,102.00
			** TOTALS **	1,102.00	0.00			1,102.00
01-001992		GOLF SERVICES LLC	OCT. CLUBHOUSE 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
01-003949		GRACIE GLOBAL LLC	GST TRAINING	1,200.00	0.00	000000	0/00/00	1,200.00
			** TOTALS **	1,200.00	0.00			1,200.00
01-010156		GRAPHIC EDGE LLC	FOOTBALLS/SOCCER BALLS	989.55	0.00	000000	0/00/00	989.55
01-010156		GRAPHIC EDGE LLC	MOUTH GUARDS	218.00	0.00	000000	0/00/00	218.00
			** TOTALS **	1,207.55	0.00			1,207.55
01-005410		HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	284.76	0.00	000000	0/00/00	284.76
01-005410		HERALD PUBLISHING COMPANY	HEALTH VIEW AD	85.00	0.00	000000	0/00/00	85.00
			** TOTALS **	369.76	0.00			369.76
01-012540		IMWCA	WORKER COMP #4	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.	BELTS	17.65	0.00	000000	0/00/00	17.65
			** TOTALS **	17.65	0.00			17.65
01-012625		IOWA DEPT OF NATURAL RESO	WATER USE PERMIT FEE	115.00	0.00	000000	0/00/00	115.00
			** TOTALS **	115.00	0.00			115.00
01-000504		IOWA HEART CENTER	PRE-EMPLMT PHYSICAL STORK	335.00	0.00	000000	0/00/00	335.00
			** TOTALS **	335.00	0.00			335.00
01-002453		JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
			** TOTALS **	960.00	0.00			960.00

=====PAYMENT DATES=====			=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	
PARTIALLY ITEMS DATES:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	
UNPAID ITEMS DATES	:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----

01-013917	JEO CONSULTING GROUP INC.	US 30 SANITARY SEWER 2021		151.25	0.00	000000	0/00/00	151.25
01-013917	JEO CONSULTING GROUP INC.	SYSTEM CL RESIDUALS		771.00	0.00	000000	0/00/00	771.00
01-013917	JEO CONSULTING GROUP INC.	WELL IMPROVEMENTS		2,625.00	0.00	000000	0/00/00	2,625.00
		** TOTALS **		3,547.25	0.00			3,547.25
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS		341.60	0.00	000000	0/00/00	341.60
01-003243	JET'S OUTDOOR POWER AND S	CARTS FOR GOLF OUTING		225.00	0.00	000000	0/00/00	225.00
		** TOTALS **		566.60	0.00			566.60
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION		47.77	0.00	000000	0/00/00	47.77
		** TOTALS **		47.77	0.00			47.77
01-001742	KAM LINE HIGHWAY MARKINGS	TRAFFIC LINE PAINTING		8,260.72	0.00	000000	0/00/00	8,260.72
		** TOTALS **		8,260.72	0.00			8,260.72
01-001345	KELTEK INCORPORATED	PICKUP LIGHT BAR		861.99	0.00	000000	0/00/00	861.99
		** TOTALS **		861.99	0.00			861.99
01-001550	KING CONSTRUCTION LLC	US 30 SAN SEWER EXT 2021 #3		676.68	0.00	000000	0/00/00	676.68
		** TOTALS **		676.68	0.00			676.68
01-003022	LAVERN DIRKX	IA LEAGUE ANNUAL CONFERENCE		239.79	0.00	000000	0/00/00	239.79
		** TOTALS **		239.79	0.00			239.79
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT		91.75	0.00	000000	0/00/00	91.75
		** TOTALS **		91.75	0.00			91.75
01-017133	MASTERCARD	DES MOINES REGISTER PERIODICAL		216.02	216.02-	000000	10/03/22	0.00
		** TOTALS **		216.02	216.02-			0.00
01-017220	MC FARLAND CLINIC PC	PRE-EMP STORK & JOHNSON		538.00	0.00	000000	0/00/00	538.00
		** TOTALS **		538.00	0.00			538.00
01-003947	MERCY MEDICAL PLAZA/MERCY	BLOOD PROFILES		1,969.15	0.00	000000	0/00/00	1,969.15
		** TOTALS **		1,969.15	0.00			1,969.15
01-017735	MOTOROLA SOLUTIONS INC	MIC		32.00	0.00	000000	0/00/00	32.00
		** TOTALS **		32.00	0.00			32.00
01-001873	MTI DISTRIBUTING INC.	FOUNTAIN - GOLF COURSE		2,328.79	0.00	000000	0/00/00	2,328.79
		** TOTALS **		2,328.79	0.00			2,328.79
01-018408	NAPA AUTO PARTS	ANTI-FREEZE		37.96	0.00	000000	0/00/00	37.96

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES :	9/23/2022 THRU 10/06/2022		9/23/2022 THRU 10/06/2022			9/23/2022 THRU 10/06/2022		
PARTIALLY ITEMS DATES :	9/23/2022 THRU 10/06/2022		9/23/2022 THRU 10/06/2022			9/23/2022 THRU 10/06/2022		
UNPAID ITEMS DATES :			9/23/2022 THRU 10/06/2022			9/23/2022 THRU 10/06/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---	

01-018408	NAPA AUTO PARTS	BATTERY	111.09	0.00	000000	0/00/00	111.09	
		** TOTALS **	149.05	0.00			149.05	
01-018423	NATIONAL FIRE PROTECTION	MEMBERSHIP RENEWAL	175.00	0.00	000000	0/00/00	175.00	
		** TOTALS **	175.00	0.00			175.00	
01-001792	NEW OPPORTUNITIES	JULY 2022 FUNDING REQUEST	910.00	0.00	000000	0/00/00	910.00	
01-001792	NEW OPPORTUNITIES	AUG. 2022 FUNDING REQUEST	910.00	0.00	000000	0/00/00	910.00	
01-001792	NEW OPPORTUNITIES	SEPT. 2022 FUNDING REQUEST	910.00	0.00	000000	0/00/00	910.00	
		** TOTALS **	2,730.00	0.00			2,730.00	
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	2,351.06	0.00	000000	0/00/00	2,351.06	
		** TOTALS **	2,351.06	0.00			2,351.06	
01-021050	P & H WHOLESALE INC.	FILTERS	522.12	522.12-	125212	9/23/22	0.00	
01-021050	P & H WHOLESALE INC.	PVC FITTINGS	35.28	35.28-	125306	10/06/22	0.00	
01-021050	P & H WHOLESALE INC.	SUPPLIES	68.21	68.21-	125306	10/06/22	0.00	
		** TOTALS **	625.61	625.61-			0.00	
01-002985	PAUL KERSEY	IRWA FALL CONFERENCE	148.40	148.40-	125211	9/23/22	0.00	
		** TOTALS **	148.40	148.40-			0.00	
01-001949	PERFORMANCE TIRE & SERVIC	#35 TIRE REPAIRS	58.85	0.00	000000	0/00/00	58.85	
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	58.59	0.00	000000	0/00/00	58.59	
01-001949	PERFORMANCE TIRE & SERVIC	#16 OIL CHANGE AND AIR FILTER	65.56	0.00	000000	0/00/00	65.56	
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	38.43	0.00	000000	0/00/00	38.43	
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE	39.33	0.00	000000	0/00/00	39.33	
01-001949	PERFORMANCE TIRE & SERVIC	#14 OIL CHANGE	38.43	0.00	000000	0/00/00	38.43	
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE & AIR FILTER	64.66	0.00	000000	0/00/00	64.66	
		** TOTALS **	363.85	0.00			363.85	
01-003127	PLANET TECHNOLOGIES, INC.	COMPUTER LICENSES	176.00	0.00	000000	0/00/00	176.00	
		** TOTALS **	176.00	0.00			176.00	
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,782.64	1,782.64-	125213	9/23/22	0.00	
		** TOTALS **	1,782.64	1,782.64-			0.00	
01-000625	PRODUCTIVITY PLUS ACCOUNT	KUBOTA REPAIRS	271.63	271.63-	125282	9/27/22	0.00	
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 FILTERS	176.75	176.75-	125282	9/27/22	0.00	
01-000625	PRODUCTIVITY PLUS ACCOUNT	WHEEL ASSEMBLY	198.18	198.18-	125282	9/27/22	0.00	
01-000625	PRODUCTIVITY PLUS ACCOUNT	IH 122 DISK 18"	37.75	37.75-	125282	9/27/22	0.00	
		** TOTALS **	684.31	684.31-			0.00	
01-003137	RDG PLANNING & DESIGN	REC CENTER BLDG IMP. ENG	6,756.51	0.00	000000	0/00/00	6,756.51	

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
PARTIALLY ITEMS DATES:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
UNPAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022

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

01-003137	RDG PLANNING & DESIGN	REC CENTER BLDG IMP. ENG	7,769.38	0.00	000000	0/00/00	7,769.38
		** TOTALS **	14,525.89	0.00			14,525.89
01-023815	REGION XII COG	PARTIAL FY 23 FUNDING	1,635.00	0.00	000000	0/00/00	1,635.00
		** TOTALS **	1,635.00	0.00			1,635.00
01-023828	RETIRED SENIOR VOLUNTEER	1/2 FY 23 FUNDING REQUEST	6,250.00	0.00	000000	0/00/00	6,250.00
		** TOTALS **	6,250.00	0.00			6,250.00
01-002931	RIVER CITY AMMO CO.	AMMUNITION	1,798.00	0.00	000000	0/00/00	1,798.00
		** TOTALS **	1,798.00	0.00			1,798.00
01-003455	ROZANNE SWARTZENDRUBER	SEW PATCHES	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM BAGS	19.99	19.99-	125287	9/27/22	0.00
		** TOTALS **	19.99	19.99-			0.00
01-003696	SCI COMMUNICATIONS INC	TELEPHONE REPAIRS	1,773.27	0.00	000000	0/00/00	1,773.27
		** TOTALS **	1,773.27	0.00			1,773.27
01-002778	SEAN KLEESPIES	IRWA FALL CONFERENCE	136.40	136.40-	125209	9/23/22	0.00
		** TOTALS **	136.40	136.40-			0.00
01-025250	SHERWIN WILLIAMS CO.	PAINT SUPPLIES	17.41	0.00	000000	0/00/00	17.41
		** TOTALS **	17.41	0.00			17.41
01-000155	SHIVE HATTERY INC	GRAHAM PARK CREEK IMP.	6,412.50	0.00	000000	0/00/00	6,412.50
		** TOTALS **	6,412.50	0.00			6,412.50
01-028180	STATE HYGIENIC LABORATORY	BACTERIA SAMPLES	27.00	0.00	000000	0/00/00	27.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000	0/00/00	42.50
		** TOTALS **	69.50	0.00			69.50
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	57.41	0.00	000000	0/00/00	57.41
		** TOTALS **	57.41	0.00			57.41
01-002685	THE PAVEMENT DOCTOR	INJECTED PAVEMENT PATCHING	2,800.00	0.00	000000	0/00/00	2,800.00
		** TOTALS **	2,800.00	0.00			2,800.00
01-003946	TRAINING4LIFE IOWA LLC	7 LIFEGUARD CERTIFICATIONS	1,225.00	0.00	000000	0/00/00	1,225.00
		** TOTALS **	1,225.00	0.00			1,225.00
01-027079	TRIPLE A SEEDS INC.	TUFF TURF	93.75	0.00	000000	0/00/00	93.75

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
PARTIALLY ITEMS DATES:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
UNPAID ITEMS DATES	:		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----	

		** TOTALS **	93.75	0.00			93.75	
01-003220	TURFWERKS	IRRIGATION ELEC. SYSTEM RPRS	1,239.34	0.00	000000	0/00/00	1,239.34	
		** TOTALS **	1,239.34	0.00			1,239.34	
01-003903	UNITED CONSTRUCTION SERVI	NE PARK PARKING LOT #3	4,029.90	0.00	000000	0/00/00	4,029.90	
		** TOTALS **	4,029.90	0.00			4,029.90	
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/17/2022	55.29	55.29-	125214	9/23/22	0.00	
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/24/2022	28.08	28.08-	125307	10/06/22	0.00	
		** TOTALS **	83.37	83.37-			0.00	
01-028174	UNITED STATES CELLULAR	CELL PHONES	211.59	211.59-	125308	10/06/22	0.00	
		** TOTALS **	211.59	211.59-			0.00	
01-028435	UTILITY EQUIPMENT COMPANY	REPAIR CLAMPS - WENDL	531.38	0.00	000000	0/00/00	531.38	
		** TOTALS **	531.38	0.00			531.38	
01-028814	VAN METER COMPANY, THE	SUPPLIES	43.53	0.00	000000	0/00/00	43.53	
01-028814	VAN METER COMPANY, THE	MINI LIGHT BULBS	4.04	0.00	000000	0/00/00	4.04	
		** TOTALS **	47.57	0.00			47.57	
01-002666	VAN WALL EQUIPMENT INC.	MOWER	21,564.12	0.00	000000	0/00/00	21,564.12	
		** TOTALS **	21,564.12	0.00			21,564.12	
01-000386	ZIMCO SUPPLY CO	TURF SUPPLIES	3,504.00	0.00	000000	0/00/00	3,504.00	
01-000386	ZIMCO SUPPLY CO	CHEMICALS	5,365.50	0.00	000000	0/00/00	5,365.50	
		** TOTALS **	8,869.50	0.00			8,869.50	
01-003722	ISOLVED BENEFIT SERVICES	SEPT. HRA & FLEX FEES	290.00	290.00-	000000	10/05/22	0.00	
		** TOTALS **	290.00	290.00-			0.00	
* Payroll Expense			176,587.41					

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
PARTIALLY ITEMS DATES:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
UNPAID ITEMS DATES :		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022

R E P O R T T O T A L S			
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	243,124.37	243,124.37CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	415,148.79	0.00	415,148.79
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	658,273.16	243,124.37CR	415,148.79

U N P A I D R E C A P	
UNPAID INVOICE TOTALS	415,304.76
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	155.97CR
** UNPAID TOTALS **	415,148.79

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
PARTIALLY ITEMS DATES:	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022
UNPAID ITEMS DATES :		9/23/2022 THRU 10/06/2022	9/23/2022 THRU 10/06/2022

FUND TOTALS

001	GENERAL FUND	163,484.75
010	HOTEL/MOTEL TAX	16.89
110	ROAD USE TAX FUND	16,942.07
311	C.P.-PARKS & RECREATION	10,442.40
313	C.P. - REC CENTER BLDG	265,700.09
314	C.P.-STREETS MAINT BLDG	516.00
600	WATER UTILITY FUND	8,624.81
602	WATER UTILITY CAP. IMP.	771.00
610	SEWER UTILITY FUND	13,857.32
612	SEWER UTILITY CAP. IMP.	827.93
850	MEDICAL INSURANCE FUND	502.49
	* PAYROLL EXPENSE	176,587.41
GRAND TOTAL		658,273.16

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 *GT*
DATE: October 5, 2022
SUBJECT: Report of Bid Opening - 100" Front Mount Mower- Golf Division

At the time of the bid opening on September 30, 2022, one bid was received for the 100" Front Mount Mower for the Carroll Municipal Golf Course. This bid met all bid requirements.

<u>Company Name</u>	<u>Unit Price</u>	<u>Trade In</u>	<u>Total Price</u>
Van Wall- John Deere	\$49,989.00	\$10,000.00	\$39,989.00

The above mower met all specifications outlined in the bid documents. This item was budgeted from the General Fund for FY 22 by the Carroll Municipal Golf Course and came in under the \$42,000 estimated budgeted amount.

RECOMMENDATION: Mayor and City Council consideration and approval for the purchase of a 100" Front Mount Mower for the Carroll Municipal Golf Course from Van Wall for the price of \$39,989.00.

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

BID OPENING REPORT

For: **100" Mower**

Bids were opened on: **September 30th 2pm**

Pre-Bid Estimate **\$42,000.00**

Company Name	Unit Price	Trade In Amount	Total Amount
1. <u>Rustler's</u>	<u>no bid</u>		
2. <u>Van Wall Equipment</u>	<u>49,989.00</u>	<u>10,000.00</u>	<u>39,989.00</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
Signed: <u>Reuben Boetzinger</u>			
Date: <u>9-30-2022</u>			

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
THE BIDS HAVE BEEN COMPLETELY REVIEWED.

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 *GT*
DATE: October 5, 2022
SUBJECT: Report of Bid Opening - 12' Rotary Mower- Parks Division

At the time of the bid opening on September 23, 2022, four bids were received for the 12' Rotary Mower for the Parks Department. The low bid that met all bid requirements was:

<u>Company Name</u>	<u>Unit Price</u>	<u>Trade In</u>	<u>Total Price</u>
Van Wall- John Deere	\$14,971.73	\$600.00	\$14,371.73

The above mower met all specifications outlined in the bid documents. This item was budgeted from the General Fund for FY 22 by the Parks Department and came in under the \$16,000 estimated budgeted amount.

RECOMMENDATION: Mayor and City Council consideration and approval for the purchase of a 12' Rotary Mower for the Parks Division from Van Wall for the price of \$14,371.73.

BID OPENING REPORT

For: 12' Rotary Mower

Bids were opened on: 23-Sep-2022

Pre-Bid Estimate \$16,000

Business bidding	Trade in	Unit Amount	Total
1. Rueter's	\$100	\$16,800	\$16,700
2. Holey Equipment	\$4,800	\$20,428	\$15,628
3. Van Wall - Landpride	\$600	\$19,266.29	\$18,666.29
4. Van Wall - John Deere	\$600	\$14,971.73	\$14,371.73
5.			
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17.			
18.			
19.			
Signed: Laura A. Schaefer, City Clerk			
Date: 9/23/2022			

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
 THE BIDS HAVE BEEN COMPLETELY REVIEWED.

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

FROM: Brad Burke, Chief of Police *BB*

DATE: 10/4/22

SUBJECT: Carroll City Ordinance Chapter 69.08(5) amendment – Restricted Parking on Birch Street

Update: As of this date, I have received no feedback from the public. A measurement of a Carroll fire truck from mirror to mirror is 9 feet 5 inches and Birch Street is 29 feet from back of curb to back of curb.

Chapter 69 of the Carroll City Code deals with Parking Regulations and specifically 69.08 deals with no parking zones. I received a request from a council member to restrict parking on Birch Street due to vehicles parking on both sides of the street. This presents issues with larger vehicles traveling on the roadway. Currently there are no parking restrictions on Birch Street. A letter was sent to the residents on Birch Street that would be directly affected by the restriction as the parking would be adjacent to their property or across the street from their property. As of this date, I have received feedback from six property owners. The property owners are split on the proposed change.

An ordinance has been created to restrict parking on the east side of Birch Street from Fifteenth Street to Eighteenth Street.

RECOMMENDATION: Council discussion and consideration of the second reading of the ordinance amendment to Chapter 69.08, subsection 5 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 NO PARKING ZONES

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

SECTION 1. Chapter 69, Section 08 is amended by adding a new Subsection 5 and renumbering the remaining subsections:

69.08 NO PARKING ZONES

5. Birch Street

A. "No Parking Anytime."

(1) From Fifteenth Street to Eighteenth Street – east side only;

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

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

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

Passed 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

Brad Burke, Chief of Police

Police Department


112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager 

FROM: Brad Burke, Chief of Police 

DATE: October 4, 2022

SUBJECT: Carroll City Ordinance Chapter 1.14 amendment – Standard Penalty

A change to Iowa legislature now allows the Office of the State Public Defender to submit costs for defendants back to cities that are prosecuting the defendant. Defendants have the right to a public defender when the crime has the potential for confinement in a jail or prison. Our current city ordinance for standard penalty has the option of the judge to issue a thirty-day imprisonment for violation of City Code. After discussion with the City Attorney, I have created an amendment to Chapter 1.14 which removes the possibility of confinement for the violation of a city ordinance. It also updates the fine amount as authorized by Iowa code 903.1.

RECOMMENDATION: Council discussion of the ordinance change amendment to Chapter 1.14, 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 STANDARD PENALTY

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

SECTION 1. Chapter 1, Section 14 is repealed and the following is adopted in lieu thereof:

1.14 STANDARD PENALTY

Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least one hundred five dollars (\$105) but not to exceed eight hundred fifty-five dollars (\$855).

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: October 6, 2022

SUBJECT: City Manager Search Proposals

Select firms who conduct City Manager searches in Iowa were invited to submit proposals to conduct the search for the next Carroll City Manager. Proposals were received from four firms and copies of the proposals are attached. A summary of the proposals that were received are as follows (listed alphabetically by firm name):

Firm	Timeline From start to appointment	Cost
GovHR USA	14 weeks	\$19,500 flat fee plus \$1,500 expenses not to exceed <u>\$2,500 advertising</u> \$23,500 Total
Hinson Consulting	14-16 weeks (approx.)	\$15,000 flat fee plus \$1,500 expenses not to exceed \$16,500 Total
Midwest Municipal Consulting LLC	9 weeks	\$9,200 flat fee plus \$1,500 expenses not to exceed \$10,700 Total
Theia Management Consulting	18 weeks	\$15,000 flat fee plus \$2,500 expenses not to exceed \$17,500 Total

The firms have been invited to participate in the Council meeting either in person or via zoom.

RECOMMENDATION: Mayor and City Council review the City Manager search proposals and consider approving a resolution selecting a search firm.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONTRACT WITH _____
TO COMPLETE A CITY MANAGER SEARCH FOR THE CITY OF CARROLL**

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

WHEREAS, the contract with _____ to complete a City Manager Search for the City of Carroll is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the contract with _____ to complete a City Manager Search for the City of Carroll, attached as Exhibit "A", be authorized, and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 10th day of October 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

City of Carroll, Iowa Request for Proposal City Manager Recruitment & Selection

October 5, 2022



630 Dundee Road
Suite 225
Northbrook, IL 60062

Primary Contact Person:

Laurie Pederson
Director of Administrative Services
847-380-3198
LPederson@GovHRusa.com

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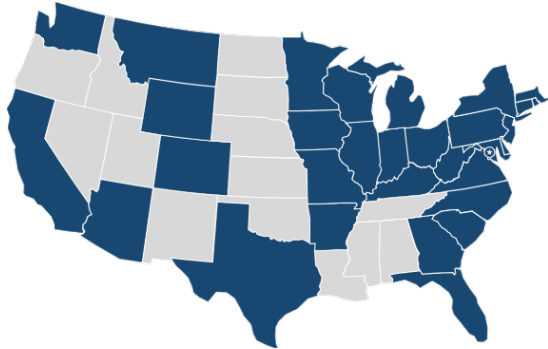
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Attachments

Consultant Biography
Client List

Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.



GovHR has 21 full-time and 8 permanent part-time employees including 6 full-time recruiters and 26 additional project consultants. Our employees and project consultants are located across the country, giving us a national presence. Additionally, GovTempsUSA, GovHR's subsidiary, provides interim staffing solutions to keep operations moving during the recruitment process.

Our consultants are experienced executive recruiters who have conducted over 1,000 recruitments, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Our Leadership



Heidi Voorhees

President

847-380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori

Chief Executive Officer

847-380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Why Choose GovHR?

Unparalleled Expertise and Level of Service: We are a leader in the field of local government recruitment and selection with experience in **41 states**, in communities ranging in population from 1,000 to 3,000,000. Since our establishment in 2009, more than 40% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients. Surveys of our clients show that 94% rate their overall experience with our firm as **Outstanding** and indicate that they plan to use our services or highly recommend us in the future.

Delivering the Best: We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process, includes extensive use of **social media** for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates. Additionally, before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

A Partner from Start to Finish: We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

Services for Any Budget and Any Search: We strive to meet the specific needs of our clients. We offer several options for recruitment services to meet your needs and your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe that best fits your needs. However, you may find all our services [here on our website](#).

Our Team

GovHR employs a team of professionals with backgrounds in local government and the not-for-profit sector. With your staff needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced Vice President Mark Peterson. He will act as your project manager and primary point of contact for this project. He will be responsible for your recruitment and selection process. His full biography can be found as part of the Appendix and his client list is available on our website.

Project Manager & Main Point of Contact



Mark Peterson

Vice President

309-825-5091

MPeterson@GovHRusa.com

Proposal Inquiries



Laurie Pederson

Client Services & Administrative Director

847-380-3198

LPederson@GovHRusa.com

References

We are a proven leader in public sector consulting. ***More than one-third of the organizations served by GovHR are repeat clients.*** Our team provides a growing pool of highly qualified candidates who are well-suited to handle the challenges and expectations of professional positions in local government and the not-for-profit sector.

The following references can speak to the quality of service provided by GovHR.

Decatur, IL
(Deputy City Manager, 2019)
(City Manager, 2018)
(Community & Economic Development Director, 2017)
(Human Resources Director, 2017)
(City Manager, 2014)
Julie Moore Wolfe, Mayor
#1 Gary Anderson Plaza
Decatur, IL 62523
217-876-2144
jmoore-wolfe@decaturil.gov

Galesburg, IL
(City Manager, 2022)
Peter Schwartzman, Mayor
55 W. Tompkins Street
Galesburg, IL 61402
309-877-1988
pschwartz@ci.galesburg.il.us

Princeton IL
(City Manager, 2019)
Joel Quiram, Mayor
2 Main Street
Princeton, IL 61356
815-872-1910
jquiram@princeton-il.us

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- GovHR can establish a dedicated email address for feedback from stakeholders or the community.
- Community forums (In-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$125/hours plus actual expenses if incurred. Dedicated email address and one organizational survey are included. Community Survey can be conducted for \$2,500. Community Forums can be conducted as an optional service.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 14,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 7,000 subscribers.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:

- Leadership and management skills
- Size of organization
- Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
 - Public sector publications & websites (approximately 20 online sources)
 - Social media: LinkedIn (over 20,000 connections), Facebook, Instagram and Twitter
 - GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References provided by the candidate are contacted
 - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the Client reviewing the recruitment report and providing additional information on the candidates.

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations

- Provide you with an electronic file that includes:
 - Candidates' credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening will be conducted along with additional references contacted:

GovHR USA Background Screening	
✓ Social Security Trace & Verification	✓ County/Statewide Criminal
✓ U.S. Federal Criminal Search	✓ Civil Search
✓ Enhanced Verified National Criminal	✓ Bankruptcy, Leans and Judgements
- National Sex Offender Registry	✓ Motor Vehicle Record
- Most Wanted Lists FBI, DEA, ATF, Interpol	✓ Education Verification – All Degrees Earned
- OFAC Terrorist Database Search	Optional: Credit Report – Transunion with score (based on position and state laws)
- OIG, GSA, SAM, FDA	Optional:
- All felonies and misdemeanors reported to the National Database	Professional License Verification
	Drug Screen
	Employment Verification

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include four to five candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase I		Phase II				Phase III			Phase IV	Phase V		Phase VI	

Weeks 1 & 2

Phase 1: Interviews & Brochure Development

Weeks 3 thru 6

Phase 2: Advertising, Candidate Recruitment & Outreach

Weeks 7 thru 9

Phase 3: Candidate Evaluation & Background Screening

Week 10

Phase 4: Presentation of Recommended Candidates

Week 11 & 12

Phase 5: Interview Process & Additional Background Screening

Weeks 13 & 14

Phase 6: Appointment of Candidate

Commitment to Diversity, Equity & Inclusion in Recruitments

GovHR has a long-standing commitment to Equity, Diversity and Inclusion in all of our recruitment and selection processes. Since our firm's inception we have supported, with our time and financial resources, organizations that advance women and other underrepresented minorities in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

GovHR Team Members have moderated and spoken on DEI initiatives at the International City and County Management Association conference and state conferences in Illinois, Michigan, Wisconsin, and North Carolina. Our employees and consultants have undergone Implicit Bias Training and we are frequent speakers on incorporating DEI values into recruitment and selection processes. We have a list of DEI resources on the front page of our website (<https://www.govhrusa.com/diversity-equity-and-inclusion-resources/>) that can be accessed by anyone who visits our website.

GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Fort Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

Recruiting During the Great Resignation

The GovHR team is aware of the lasting impact that the Great Resignation has had on nearly all local government positions. Data shows annual quit rates have been at record highs the past two years. Additionally, there is a growing trend of public workers accelerating retirement plans, a drastic change from when workers were *postponing* retirement.

Our team of consultants work diligently to ensure the success of each recruitment and will be transparent upfront and throughout the process regarding any obstacles or delays they anticipate. Despite these challenging times, we have still seen a tremendous amount of success in our recruitments largely due to our consultants' outreach methods and our team's marketing strategies.

GOVHR'S RECOMMENDATIONS TO RECRUIT AND RETAIN TOP TALENT

Responsive: Roll out the Welcome Mat! Candidates may struggle with relocating for a new position as well as be concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

Encouraging: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

Competitive: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

Resourceful: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully consider requirements such as CPA, Professional Engineer and others that will limit your talent pool – consider using the word "ideally" or "preferably."

Understanding: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

Innovative: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. GovHR will assist you in being as innovative as possible in your outreach.

Transparent: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are now showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information if we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Full Scope Recruitment – Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee:	\$19,500
Recruitment Expenses: (not to exceed) ➤ Expenses include candidate due diligence efforts	\$1,500
Advertising: <i>*Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.</i>	\$2,500*
Total:	\$23,500**

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal:	40% of the Recruitment Fee
2nd Invoice upon recommendation of candidates:	40% of the Recruitment Fee
Final Invoice upon completion:	20% of the Recruitment Fee plus all expenses

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

The GovHR Guarantee – Full Scope Recruitment

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

Contract Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

City of Carroll, Iowa agrees to retain GovHR USA, LLC ("GovHR") to conduct a City Manager Recruitment in accordance with its proposal dated October 5, 2022. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Carroll, Iowa

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.



MARK R. PETERSON



Mark R. Peterson is a Vice President with GovHR USA. Mark’s career in local government management spans four decades in three midwestern states... Iowa, Missouri and Illinois. He matriculated at the University of Iowa where he received a BA Degree in Political Science and an MPA Degree in Public Affairs.

Following relatively brief local government assignments in Iowa, Mark served for four years as the Assistant to the City Administrator in Liberty, Missouri. Mark came to Illinois in early 1988 when he was appointed as the Assistant City Manager of Normal, Illinois. Ten years later, he was named the City Manager in that same community. He retired in 2018 having served the Town of Normal for over 30 years.

The Town of Normal, a full service municipality in central Illinois has a population of 56,500. The Town carries a AAA bond rating. Normal is also home to Illinois State University with an annual enrollment of 22,000 full time students.

While serving as its City Manager, Normal established a national reputation for sustainable urban development practices. In 2001, the Town of Normal launched a robust central business district redevelopment initiative. Over the ensuing 15 years, the downtown district, later rebranded as Uptown Normal, was transformed with over \$100 million in public investment, including \$35 million from various state and federal sources, and over \$200 million in private investment including the development of a full service, four Diamond, Marriott Hotel & Conference Center, a Hyatt Place hotel, a multi-modal transportation center, a Children’s Discovery Museum and a number of private mixed use projects involving retail, residential and office uses.

Normal’s “Uptown Renewal Project” has won national awards for planning, sustainable infrastructure, and innovative development partnerships. Mark Peterson and members of his former staff have been invited to present on Normal’s central business revitalization project at numerous regional and national conferences and symposiums. Further, this very successful initiative is routinely cited by the U.S. Department of Transportation as a model for transportation oriented development (TOD) that other cities should emulate.

Under Peterson’s leadership, the Town of Normal has been recognized both regionally and nationally for several other innovative programs and practices including the effective use of public/private partnerships, successful town/gown relations, innovative urban planning initiatives, and electric vehicle technology deployment.

During his career, Mark also developed significant expertise in the following areas of local government operations: insurance administration, capital improvement funding, state and federal grant procurement, economic development analysis , strategic planning, financial management, community policing and intergovernmental collaboration.

PROFESSIONAL EDUCATION

- Master of Arts in Public Administration, Local Government Management, University of Iowa,
- Bachelor of Arts in Political Science, University of Iowa

- Bloomington-Normal Economic Development Council (BNEDC), Past Member
- Central Illinois Regional Broadband Network Board (CIRBN), Past Chair

MEMBERSHIPS AND AFFILIATIONS

- Municipal Insurance Cooperative Association (MICA), Former Treasurer
- Metro McLean County Centralized Communications Board (Metcom), Former Chair
- Bloomington-Normal Public Transit Systems Board (BNPTS), Former Trustee
- Illinois City/County Management Association (ILCMA), Past President
- Illinois Municipal League Managers Committee, Past Chair

PROFESSIONAL BACKGROUND

- Town of Normal, Illinois
 - City Manager 1998 - 2018
 - Assistant City Manager 1988 -1998
- City of Liberty, Missouri, Assistant to the City Administrator 1984 - 1988
- City of Coralville, Iowa , Administrative Intern 1980 - 1981
- City of Ankeny, Iowa, Administrative Intern 1978



City Management Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
Alabama	Lee County	Chief Administrative Officer	166,831	2021
Alaska	Bethel	City Manager	6,500	2019
	Homer	City Manager (Professional Outreach)	5,300	2019
	Seward	City Manager	2,693	2019
	Unalaska	City Manager	4,768	2017
Arizona	Buckeye	City Manager	69,744	2021
Colorado	Eagle	Town Manager	6,739	2017
	Englewood	City Manager	34,957	2019
Connecticut	Cheshire	Town Manager	29,261	2017
	East Hampton	Town Manager	13,000	2019
	Enfield	Town Manager	45,246	2015
				2018
				2021
	Manchester	General Manager	59,710	2021
	Meriden	City Manager	60,838	2018
Delaware	Newark	City Manager	33,398	2018
Florida	Deerfield Beach	Assistant City Manager	80,000	2022
	Gainesville	Assistant City Manager	133,997	2021
	Lakeland	City Manager	110,000	2020
	Largo	Assistant City Manager	82,244	2018
	Palm Beach	Assistant City Manager	85,933	2021
Georgia	Albany	City Manager	77,434	2021
	College Park	City Manager	14,500	2021
	Decatur	Assistant City Manager	25,000	2018
		City Manager	25,000	2018
Illinois	Algonquin	Village Manager	30,947	2012
	Arlington Heights	Village Manager	75,500	2014
	Barrington	Village Manager	10,455	2018
	Bensenville	Village Manager	20,703	2015
	Bloomington	City Manager	78,005	2018
	Buffalo Grove	Village Manager	42,909	2010
	Carbondale	City Manager	25,092	2011
	Cary	Village Administrator	18,713	2011
	Centralia	City Manager	13,000	2020
	Clarendon Hills	Village Administrator	8,653	2014
		Village Manager	8,653	2010
	Crest Hill	City Administrator	21,169	2015
				2021
	Decatur	City Manager	76,178	2014
				2018
		Deputy City Manager	76,178	2019

	DeKalb	City Manager	43,849	2018
			44,862	2013
	Dixon	City Manager	18,601	2015
	East Moline	City Administrator	21,300	2011
				2016
	East Peoria	City Administrator	23,503	2016
	Effingham	City Administrator	12,384	2010
			12,577	2018
	Elmhurst	City Manager	46,387	2010
	Forsyth	Village Administrator	3,490	2021
	Fox Lake	Village Administrator	10,550	2013
				2021
	Freeport	City Manager	25,000	2017
	Galesburg	City Manager	33,706	2010
	Geneseo	City Administrator (Virtual)	6,500	2019
	Glen Ellyn	Assistant Village Manager	27,000	2013
		Village Manager	27,000	2010
	Glencoe	Assistant Village Manager	8,723	2015
		Village Manager	8,723	2013
	Greenville	City Manager	7,000	2021
	Hanover Park	Village Manager	38,510	2012
	Highland Park	City Manager	31,365	2011
	Hinsdale	Village Manager	16,816	2013
	Homer Glen	Village Manager	24,220	2011
	Homewood	Assistant Village Manager (Virtual)	19,464	2017
				2021
	Inverness	Village Administrator	7,400	2013
	Joliet	City Manager	147,500	2013
				2017
	Kenilworth	Village Manager	2,562	2012
	La Grange	Assistant Village Manager (Virtual)	15,610	2017
	La Grange	Village Manager	15,610	2017
	La Grange Park	Assistant Village Manager	13,579	2020
	Lake Bluff	Assistant to the Village Manager	5,700	2016
	Lake Forest	City Manager	19,375	2018
	Lake Villa	Village Administrator	8,774	2013
	Lake Zurich	Village Manager	19,631	2015
	Libertyville	Village Manager	20,431	2016
	Lincoln	City Administrator	14,500	2014
		Assistant Village Manager/Community Development Director		
	Lincolnshire		7,500	2016
		Village Manager	7,500	2012
	Lindenhurst	Village Administrator	14,468	2017
	Lombard	Village Manager	43,815	2013
	Marengo	City Administrator	7,614	2011
	Mettawa	Part-time Village Administrator	500	2010
	Mokena	Village Administrator	19,042	2015
	Moline	City Administrator	43,100	2017

	Monmouth	City Administrator	9,444	2014
	Morton Grove	Village Administrator	23,500	2011
	Mt. Prospect	Village Manager	54,771	2015
	Mundelein	Village Administrator	31,385	2020
	New Lenox	Village Administrator	25,000	2011
	Niles	Village Manager	30,001	2021
	Normal	City Manager	54,264	2017
	North Chicago	Chief of Staff	30,020	2021
	Northbrook	Village Manager	35,000	2021
	Oak Brook	Village Manager	8,058	2014
				2021
	Oak Park	Assistant Village Manager/Human Resources Director	52,000	2019
		Village Manager	52,000	2021
	Orland Park	Village Manager	60,000	2016
				2019
	Palos Heights	City Administrator (Virtual)	12,480	2021
	Pekin	City Manager	33,223	2016
	Peoria	Assistant City Manager	115,234	2021
	Pingree Grove	Village Manager	10,000	2020
	Plainfield	Village Administrator	41,734	2021
	Princeton	City Manager	7,700	2011
	Princeton	City Manager	7,700	2019
	River Forest	Village Administrator	11,635	2010
				2021
	Rock Island	City Manager	39,684	2011
				2021
	Savoy	Village Administrator (Virtual)	8,607	2020
	Schaumburg Township	Township Administrator (Virtual)	140,000	2021
	Schiller Park	Village Manager	11,692	2015
	Shorewood	Village Administrator	17,495	2018
	Skokie	Village Manager	65,000	2013
	St. Clair Shores	Assistant City Manager (Professional Outreach)	59,984	2021
	Sycamore	City Manager (Professional Outreach)	18,557	2021
	Tinley Park	Village Manager	56,831	2013
	Vernon Hills	Village Manager	25,911	2021
	Villa Park	Assistant Village Manager (Virtual)	22,038	2021
		Village Manager	22,038	2022
	Volo	Village Administrator	6,283	2013
	Washington	City Administrator	15,700	2015
				2021
	Wauconda	Village Administrator	14,125	2013
				2017
				2021
	Willowbrook	Village Administrator	8,967	2019
	Winnetka	Assistant Village Manager	12,417	2019
	Woodridge	Village Administrator	32,971	2017

Indiana	Munster	Town Manager	23,603	2014
	St. John	Town Manager (Professional Outreach)	18,047	2020
Iowa	Bondurant	City Administrator	5,493	2017
	Burlington	City Manager	25,663	2011
	Indianola	City Manager	15,833	2022
	Knoxville	City Manager	7,300	2021
	Muscatine	City Administrator	23,819	2020
	Newton	City Administrator	15,000	2016
	Washington	City Administrator	7,266	2011
	Webster City	City Manager	8,000	2016
	West Liberty	City Manager	3,736	2013
	Windsor Heights	City Administrator	4,860	2019
Kentucky	Paducah	City Manager	24,850	2021
	Paris	City Manager	9,846	2021
Maine	Bangor	City Manager	33,039	2021
Maryland	Greenbelt	City Manager	23,753	2016
	Hagerstown	City Administrator	40,612	2015
	Sykesville	Town Manager	3,941	2019
	Westminster	City Administrator	18,522	2021
Massachusetts	Cambridge	City Manager	110,000	2016
	Eastham	Town Administrator	4,956	2016
	Provincetown	Town Manager	2,990	2015
	Williamstown	Town Manager	7,806	2021
			8,400	2015
Michigan	Adrian	City Administrator	20,676	2018
	Albion	City Manager	8,337	2018
	Alpena	City Manager	10,410	2012
	Caro	City Manager	4,208	2012
	Charlotte	City Manager	9,100	2020
	Clawson	City Manager	11,946	2021
	Delta Charter Township	Township Manager	32,400	2014
	Eastpointe	City Manager	32,673	2019
	Ferndale	City Manager	20,428	2019
	Hamtramck	City Manager	21,752	2017
	Kalamazoo	City Manager	75,000	2013
	Lincoln Park	City Manager	36,665	2019
	Oakland Township	Township Manager	16,779	2013
			19,132	2018
	Rochester	City Manager	13,000	2015
	Royal Oak	City Manager	59,112	2020
	Royal Oak Township	Township Manager	2,600	2021
	Troy	Assistant City Manager	83,181	2019
		City Manager	83,181	2018
Minnesota	Becker	City Administrator	4,874	2021
	Buffalo	Assistant City Administrator	15,855	2021
	Hibbing	City Administrator	15,855	2021
	Minnetonka	City Manager	53,953	2022

	St. Louis Park	City Manager	48,662	2021
	Waconia	City Administrator	13,500	2021
	Woodbury	Assistant City Administrator	68,820	2017
Missouri	Ballwin	City Administrator	30,181	2020
	Cape Girardeau	City Manager	38,000	2020
	Ferguson	City Manager	21,111	2015
	Maryland Heights	City Administrator	27,436	2015
	Republic	City Administrator	15,590	2016
	South Lyon	City Manager	11,327	2018
	University City	Assistant City Manager	35,172	2020
		Assistant to the City Manager/Communications Director	35,172	2018
		Assistant to the City Manager/Director of Human Resources	35,172	2020
		City Manager	35,172	2017
	Warrensburg	City Manager	20,200	2021
	Webster Groves	City Manager	22,800	2020
	Wildwood	City Administrator	35,517	2014
		City Manager	35,524	2019
Nevada	Boulder City	City Manager	16,207	2021
New Hampshire	Portsmouth	City Manager	21,796	2019
New Jersey	Waldwick	Borough Administrator	9,800	2015
New York	Long Beach	Deputy City Manager (Virtual)	33,275	2021
	Mamaroneck (Town)	Town Administrator	29,156	2021
	Mamaroneck (Village)	Village Manager	19,426	2018
	Scarsdale	Village Manager	17,837	2021
North Carolina	Fayetteville	Assistant City Manager	210,000	2012
				2017
				2018
North Dakota	Minot	City Manager	45,700	2020
Ohio	Oberlin	City Manager	8,390	2016
Pennsylvania	Centre County	County Administrator	158,172	2022
	Ferguson Township	Township Manager	18,300	2017
				2022
	Mt. Lebanon	Municipal Manager	33,137	2015
	South Fayette Township	Township Manager	14,416	2018
Rhode Island	North Kingston	Town Manager	26,326	2015
Texas	Austin	Assistant City Manager	885,000	2021
	Burleson	City Manager	36,990	2011
			43,960	2018
	Garland	Assistant City Manager	233,206	2016
	McKinney	Assistant City Manager	191,645	2019
	Missouri City	Assistant City Manager	74,139	2019
		City Manager	74,139	2021
Vermont	Winooski	City Manager	7,997	2021
Virginia	Chesapeake	City Manager	245,000	2019
	Portsmouth	City Manager	96,000	2020
	Salem	City Manager	25,643	2019

	Virginia Beach	City Manager	442,707	2019
Washington	Duval	City Administrator (POS)	8,090	2021
	Yakima	Assistant City Manager	97,000	2021
West Virginia	Bridgeport	City Manager	8,582	2019
				2021
	Morgantown	City Manager	31,000	2016
Wisconsin	Baraboo	City Administrator	12,048	2019
	Bayside	Assistant Village Manager	4,400	2019
	Beaver Dam	City Administrator	16,291	2021
	Bellevue	Village Administrator	15,524	2018
	Beloit (City)	City Manager	36,966	2015
	Beloit (Town)	Town Administrator	7,083	2016
				2020
	Brown Deer	Village Manager	12,000	2012
	Burlington	City Administrator	10,511	2014
	Cedarburg	Town Administrator	11,475	2015
	Fond du Lac	City Manager	43,021	2012
	Fort Atkinson	City Manager	12,300	2012
	Franklin	Director of Administration	36,155	2019
	Glendale	City Administrator	12,920	2016
	Harrison	Village Manager	13,185	2021
	Hartford	City Administrator	14,251	2015
	Hobart	Village Administrator	8,500	2016
	Janesville	City Manager	63,480	2013
	Lake Geneva	City Administrator	7,710	2015
	Lisbon	Town Administrator/Clerk	2,521	2014
	Monroe	City Administrator	10,827	2020
	Oak Creek	City Administrator	35,243	2016
	Plymouth	City Administrator/Utilities Manager	8,540	2020
		Director of City Services	8,540	2010
	Port Washington	Assistant City Administrator/Human Resources Director	11,250	2022
	Prairie du Chien	City Administrator	5,900	2017
	Princeton	City Administrator	1,504	2010
	Racine	City Administrator	78,200	2016
	Rhineland	City Administrator	7,800	2018
	Richfield	Village Administrator	11,500	2009
	Rome	Town Administrator	2,720	2016
	Shorewood	Village Manager	13,331	2017
	Waukesha	City Administrator	72,489	2012
				2014
	West Bend	City Administrator	31,000	2016
	Whitewater	City Manager	14,300	2012



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

Proposal

September 29, 2022

To: Honorable Mayor & City Council, Carroll, Iowa

Brent Hinson
Hinson Consulting, LLC

Re: City Manager Recruitment Proposal

Dear Mayor and Council:

We are writing to offer our services in assisting with the search for Carroll's next City Manager. We have assembled a recruitment team that is unmatched for its deep experience in municipal government in Iowa and its resulting Iowa and Midwestern network.

If selected, we will employ a team with over 130 years of collective Iowa local government experience that has collectively completed over 35 city manager/administrator searches in Iowa since 2013. In addition, two of our consultants serve as full-time appointed officials in Iowa cities. Finally, for this search, we propose to bring on Jeff Cayler as a member of the consulting team. Jeff will bring deep local knowledge and a long history of honorable service to the community and to city government in Carroll.

Selecting the appropriate person as City Manager is one of the most important decisions a Council will make, and we have developed a comprehensive process to recruit, screen, and evaluate candidates, providing the best chance possible of finding the perfect fit.

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

Hinson Consulting, LLC Proposal: Table of Contents

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Our Understanding of the City Manager Position & Organizational Goals

Due to our team's deep experience on the front lines of municipal government in Iowa, we are acutely aware of the challenges facing rural communities like Carroll. We understand that to be successful Carroll must simultaneously be budget-conscious but forward-thinking, and optimistic yet realistic. It must engage continuously with important community partners, and make the most of opportunities. It must build the community in a smart and sustainable way. Consulting team member Cayler served the Carroll community for over 34 years in a succession of positions, including as Police Chief.

It is essential that Carroll recruit and retain a highly skilled and committed professional to lead its organizational efforts and to properly advise the Mayor and Council on policy matters. Our aforementioned 130 combined years of local government experience includes 67 years of experience in administrator/manager roles. We understand the combination of broad knowledge, listening ability, leadership, energy, passion, financial & negotiating savvy, character, and many other traits that are necessary to be successful in this role. Carroll has a strong history of well-tenured managers and community progress, and we believe our team is extremely well placed to deliver the best result possible for your community.

Specifications for Proposal

Firm Contact Information:

Brent Hinson, Principal
Hinson Consulting, LLC
1234 Moonstone Ct
Mason City, IA 50401
(641) 373-2535
hinsonconsultingllc@gmail.com

Firm Overview: Hinson Consulting, LLC is an Iowa limited-liability corporation established in 2014. The firm specializes in City Administrator/Manager searches, but also performs compensation studies, employment background checks, and financial analysis for local governments in Iowa.

Hinson Consulting, LLC is a single-member LLC owned by Brent Hinson. It proposes to serve as the contracting firm for the proposed services, and will engage as subconsultants Cayler Consulting, LLC (Iowa single-member LLC owned by Jeff Cayler),

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

Callahan Municipal Consultants, LLC (Iowa single-member LLC owned by Patrick Callahan), and Mark A. Jackson Consulting, LLC (Iowa single-member LLC owned by Mark Jackson).

Consultant Biographies:

Consultant **Brent Hinson** has worked in city government for 19 years, having served as Finance Director/City Clerk in Iowa Falls, Iowa; City Administrator in Garner, Iowa; City Administrator in Washington, Iowa; and beginning in August 2021, as Deputy City Administrator/ Finance Director in Mason City, Iowa. Brent is an ICMA Credentialed Manager. He has owned and operated his own consulting firm, Hinson Consulting, LLC since 2014. He is a past Iowa League of Cities Board member and speaker at League and ICMA conferences.

Consultant **Jeff Cayler** served the Carroll community from 1981-2015 as a Patrol Officer, Sergeant/Patrol Supervisor, and Police Chief; in the latter role for over 30 years. He is past President of the Iowa Police Chiefs Association, and recipient of the Carroll Chamber of Commerce's Public Service Award. He served as an adjunct professor for Buena Vista University for 12 years. Cayler has provided municipal consulting services for numerous cities for the past 23 years.

Consultant **Patrick Callahan** has 48 years of experience in city management and executive search in Iowa. He served the communities of Fort Madison, West Point, Maquoketa, and Anamosa in municipal leadership positions, and worked as a municipal consultant for the University of Iowa Institute of Public Affairs, the Brimeyer Group, and Snyder & Associates before starting his own firm, Callahan Municipal Consultants, in 2013. Since 2013, Callahan Municipal Consultants has successfully completed more than 25 administrator/manager searches in Iowa. Pat was inducted into the Iowa League of Cities Hall of Fame in 2001.

Consultant **Mark A. Jackson** has worked in city government for 31 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an ICMA Credentialed Manager. He is an adjunct instructor for Iowa State University. He also has provided consulting services upon request by cities for the past 17 years. He is a past Iowa League of Cities Board member.

Involvement of Staff, Elected Officials, and Citizen Advisory Committee: While we have a standard framework for performing our executive searches, we aim to be highly flexible and responsive to your input to ensure the right process for Carroll. You are the experts on your community and your organization, and there is no one-size-fits-all approach for ensuring a good process. While we have provided a proposed schedule below as requested, we would be happy to adjust wherever needed to maintain an orderly, inclusive, and ultimately successful process.

The standard framework for our process includes:

- Meet with Mayor & Council to review job description, pay & benefits, etc.
- Meet with Mayor, Council, key staff, and select citizen advisers on an individual basis to discuss qualities desired in the next City Manager, learn more about the organization's needs, and to gain input on the advertisement of the position.
- Prepare an 8- to 12-page position profile for prospective candidates.
- Prepare & place advertisements on key internet sites & on targeted social media.
- Compile list of potential candidates & make contacts to gauge interest & promote the position opening.
- Receive & catalog applications (we propose creating a dedicated Gmail account for this purpose and only accepting electronic applications).
- Screen candidates; meet with Mayor & Council to narrow the most qualified applicants to a list of finalists.
- Reference checks on finalists.
- Conduct criminal and credit background checks on finalists.
- Conduct formal interview process over a period of two days.
- Negotiations with selected candidate, including employment contract.

We can calibrate the items above listing in a variety of ways, as desired, to meet Carroll's expectations for elected official, staff, and citizen involvement.

Development & Evaluation of Candidate Pool: We are highly connected within and outside the state of Iowa in the city management field, and have a strong knowledge of potential candidates that may be interested in and qualified for the position, through an ongoing dialogue with a wide array of city government professionals. We perform many searches within the state of Iowa, so are aware & in touch with both the Iowa-based candidates, as well as those from other states that are interesting in relocating to or returning to Iowa. Our process starts with assembling a list of all such candidates of which we are aware. We will prepare what we believe is the list of the best candidates

for Carroll. This will be based on the input we receive from staff, elected officials, and citizens, along with our own research and subject matter knowledge. We know many of the potential candidates personally and professionally, and may have worked with them on past searches, so are aware in many cases of not just qualifications for these individuals, but also character and intangibles that may make them particularly suited for Carroll. We then make contact with the potential candidates and other key influencers within the Iowa local government to raise awareness of the community and the availability of the position. We use the position profile we will prepare to supplement these efforts. We further advertise in a variety of outlets (with internet/social media sources emphasized), and also seek to be responsive and informative to candidates that may contact us directly about the position, as is often the case.

We have several levels of screening for applicants. First, we develop a qualifications matrix to be able to compare the candidates on the basis of factors such as education, local government experience, and management experience, and relate these to the desired qualifications and attributes identified for the position we are filling. We conduct detailed internet research on candidates via Google searches, targeted websites, etc. We use the results of these screening techniques to discuss among our consultants those that we believe are the best fit for the position on paper. We have several ways to involve the Mayor and City Council in this process. We prefer to bring the Mayor and City Council a group of 8-10 semi-finalists for closed session discussion, rather than spend valuable elected official time reviewing applications that do not have sufficient merit to move on to the next stage. However, we are flexible in this process, within the bounds of maintaining an appropriate level of confidentiality while complying with Iowa Code Chapters 21 & 22 regarding open meetings/open records. For example, we have usually conducted Zoom interviews of semi-finalists before the Mayor & Council proceed to selection of finalists.

The final levels of screening for candidates consist of credit, criminal background, and detailed reference interviews, along with the in-person interviews. We conduct all of our background research prior to the interviews, in order to put the Mayor & Council in the position to make an offer at the conclusion of the interviews. The interview process itself is carefully crafted to allow participants to develop a strong feel for candidate fit and readiness to assume the role of City Manager.

Recruitment Timetable: As stated above, we are flexible in our approach and process, but would anticipate the following timetable at this point in time:

A. Phase I – Advertising & Marketing of Position		
1. Initial Council Meeting to start the process	Consultant/City Council	October 24
2. Confidential Interviews with Mayor & Council Members	Consultant	October
3. Preparation of Profile	Consultant	November
4. Council Approval of Profile	City	November
5. Preparation of Advertisements	Consultant	November
6. Placement of advertisement and posting on websites	Consultant	November
7. Emailing of Profiles	Consultant	December
8. Phone Calls to Potential Candidates	Consultant	December
9. Deadline for Applications	-	January
B. Phase II – Selection Process		
10. Screening of Candidates	Consultant	January
11. Selection of Candidates for Zoom Interviews	City Council	January
12. Zoom Interviews of Candidates	Consultant/Council	January
13. Mail a Packet of Information to Candidates for Formal Interviews	Consultant	January
14. Education Verification, Credit Checks, & Criminal Background Checks, -Finalists	Consultant	January
15. Calls on Candidates' References	Consultant	January
16. Coordination of Interviews	Consultant	January
17. Finalist Interviews	Consultant/Council	February
18. Negotiations with Selected Candidate	Consultant/Mayor	February
19. Approval of Offer of Employment	City Council	February
20. Start of Employment		By April

The exact dates of each step in the process will be selected after this proposal has been approved and the City has provided additional information regarding the schedules of the City officials involved in the process.

Client References: Specific to this proposal, we offer the following client references from past City Administrator/Manager searches in similar communities:

1. City of Oskaloosa- Amy Miller, Finance Director/City Clerk, 641-673-9431
2. City of Decorah- Lorraine Borowski, Mayor, 563-382-3452
3. City of Keokuk- Tom Richardson, Former Mayor, 319-520-5848

While we offer these references as comparable to Carroll, please also see the appendix to this proposal, which lists all of our searches completed in recent years.

Proposed Scope of Services & Fees:

We propose the following scope of services:

1. Develop recruiting specifications, in conjunction with the City Council, and other key individuals selected by the City Council, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the position.
2. Coordinate all stages of the process with the City Council, with the collaboration of key staff members from the City of Carroll.
3. Translate the Council requirements into a recruitment brochure, to encompass a nation-wide search, with recruiting activities including selected advertising, networking and direct inquiries, and use of our knowledge of candidates from other searches.
4. Assist the Council in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the Council with summary reports on semi-finalists and respond to questions.
5. Work with the Council to narrow the semi-finalists group to a list of approximately four finalists, to determine an appropriate interview process, and to discuss preliminary terms of an employment agreement.
6. Conduct in-depth interviews, detailed background investigations, and contact references and verify the credentials of finalists. Prepare a report on each finalist. Assist the Council with the candidate interviews.

7. Coordinate and/or conduct any additional assessments and background investigations.
8. Assist the Council with the negotiation of an employment agreement with the selected candidate, as directed by the Council.

Fee Proposal

Task	Lead Role	Fee
1. General oversight & management of process	Consultants	\$750
2. Initial Council meeting to start the search process	Consultants/Council	\$ 500
3. Confidential Interviews-City officials	Consultant	\$1,200
3. Preparation of Position Profile	Consultant	\$ 1,300
4. Council Approval of Profile	Council	\$0
5. Preparation of List of Potential Candidates	Consultant	\$ 450
6. Printing or emailing of Profiles	Consultant	\$ 150
7. Preparation of Advertisements	Consultant	\$ 200
8. Placement of Advertisements (includes cost of ads)	Consultant	\$ 950
9. Phone Calls to Potential Candidates	Consultant	\$ 350
10. Screening of Candidates	Consultants/Council	\$1,000
11. Selection of Candidates for Zoom Interviews - Council Meeting	Council	\$ 600
12. Zoom Interviews of 6 Finalists	Consultants/Council	\$1,500
13. Selection of Candidates for Formal Interviews	Council	-0-
14. Send Packets of Information to Candidates for Interviews	Consultant	\$300

15. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$750
16. Calls on Candidate References	Consultant	\$1,500
17. Coordination of Interviews & Calls to Candidates	Consultant	\$1,000
18. Actual Formal Interviews – Two Days	Consultant/Council	\$2,200
19. Negotiations with Selected Candidate	Consultant	\$ 300
20. Formal Approval of Offer of Employment	Council	\$0
SUB-TOTAL – Consulting Fee		\$15,000
Expenses – Mileage, copies, & lodging		\$ 1,500
Grand Total – Not to Exceed		\$16,500

We would anticipate billing for monthly progress payments proportionate to the amount of work completed each period, through the completion of the search.

Please consider this division of tasks as a proposal that can be modified to meet the Council's expectations. We are flexible as to the tasks that the Council would wish to assign to us.

If we were to follow the division of tasks, as outlined in this proposal, the consulting fee, plus expenses, would not exceed \$16,500. If the Council wants to change the division of tasks, we can modify the fee according to the Council's needs and expectations.

Based on this scope of service, would have the following expectations of City staff and officials:

- Provide consultants with content for position profile.
- Respond to various information requests during the process.
- Provide input throughout the process.
- Various coordination for interview weekend, including arranging tours of Carroll, a public reception for candidates, refreshments for formal interview participants, etc.
- Legal review of proposed employment contract (by City Attorney).

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

Additional Services: New Manager Evaluations and Council Goal Setting

Six and/or Twelve Month Performance Evaluation: If requested by the Council, we can assist the City with initial performance evaluations of the person selected as City Manager. In cooperation with the Mayor, City Council Members, and City Manager, we will develop a performance evaluation form and rating system. We will distribute and collect the evaluation forms, summarize them, and present the summary to the Mayor, City Council, and City Manager. If there is a need for an improvement in some aspect of the performance of the City Manager, we will provide advice and suggestions, if requested. The fee for this service would be \$800 per evaluation process.

Mayor/Council Goal-Setting: We believe one of the most important aspects to success, especially for a new Manager, is a shared Mayor/Council vision. This allows the new Manager to focus on what is truly important to start, and what can wait a bit to address. Our consultants are highly experienced with this process, and can build a process to suit Carroll. The fee for this service would range from \$1,000 to \$2,500 depending on the depth of the process desired by the City of Carroll.

We sincerely thank you for considering our proposal, and look forward to working with you.

Brent, Jeff, Pat, and Mark

Appendix

Client Listing: Our consultants have assisted with the following representative city administrator/ manager searches in Iowa in recent years:

<u>Client</u>	<u>Year</u>	<u>Contact</u>
Garner, Iowa	2011/2019	Denny Drabek, City Council, 641-923-3483
Fairfield, Iowa	2014/2017	Ed Malloy, Former Mayor, 641-233-1080
Tiffin, Iowa	2015	Mike Ryan, Former Council, 319-545-2203
Forest City, Iowa	2016	Barney Ruiter, Mayor, 641-585-3311
Tipton, Iowa	2017	Bryan Carney, Mayor, 563-886-4542
Central City, Iowa	2017	Don Gray, Former Mayor, 319-521-7276
Mason City, Iowa	2018	Perry Buffington, HR Director, 641-424-7130
Carlisle, Iowa	2018	Drew Merrifield, Mayor, 515-229-5800
Keokuk, Iowa	2018	Tom Richardson, Former Mayor, 319-520-5848
Sheldon, Iowa	2018	Katricia Meendering, Former Mayor, 712-324-4651
Webster City, Iowa	2019	John Hawkins, Mayor, 515-832-9141
Riverside, Iowa	2019	Allen Schneider, Mayor, 319-330-2102
Polk City, Iowa	2019	Jason Morse, Former Mayor, 515-208-3996
Huxley, Iowa	2019	Jolene Lettow, City Clerk, 515-597-2561 ext 201
Orange City, Iowa	2019	Deb DeHaan, Mayor, 712-541-9016
Burlington, Iowa	2020	Stephanie Stuecker, Finance Director, 319-753-8178
Decorah, Iowa	2021	Lorraine Borowski, Mayor, 563-382-3452
Marion, Iowa	2021	Kirsten Fisher, HR Director, 319-743-6318
Oskaloosa, Iowa	2022	Amy Miller, Fin. Director/City Clerk, 641-673-9431



October 5, 2022

Executive Recruitment
•
Organizational Effectiveness Training
•
Goal Setting and Strategic Planning
•
Job Descriptions
•
Compensation Studies
•
Capital Improvement Planning

Honorable Mayor, Mark Beardmore
627 N Adams Street
Carroll, IA 51401

RE: City Manager Recruitment Proposal – Midwest Municipal Consulting, LLC

Dear Honorable Mayor and Members of the City Council:

This engagement letter will confirm our recent conversations and provide an agreement basis for my services in connection with the search for your next City Manager. It is my understanding that the City desires recruitment assistance, for which I am pleased to offer my services.

Finding the right person to carry out the directions of the Mayor and Council is a major process. This is more labor intensive than finding people to fill other positions within the city's workforce. Cities are staffed to do the routine steps for regular employee selections. They are not staffed to do the tasks associated with executive searches. The decision to use a consulting service is a proper use of resources. Identifying the right person is more than finding someone with the credentials. It is finding the person that will fit best within the organization and the community.

I trust the current content and format of the attached proposal are in line with your thinking; if not ideal, we can alter it accordingly.

Enclosed also is biographic information. You can see that I am a Certified Professional Human Resource Manager (SHRM-CP) and Credentialed City Manager (ICMA) with nearly twenty years of experience in managing human resource matters and conducting executive searches.

Your signature at the bottom of the proposal will confirm your acceptance of my service and payment details. Please forward a signed copy to me and I will enter an acceptable meeting date on the calendar and begin immediate preparation for your search.

I look forward to working with the City of Carroll. If you have any questions regarding this proposal, please contact me at 515-391-9816.

Respectfully submitted,

Elizabeth A. Hansen,
ICMA- CM, ICMC, SHRM-CP
President
Enc(s)



CITY MANAGER EXECUTIVE SEARCH PROPOSAL



Midwest Municipal Consulting, L.L.C.

Elizabeth A. Hansen, Founder and President
1210 NE 29th Street, Ankeny IA 50021
515-391-9816

October 5, 2022

Introduction and Eligibility

Midwest Municipal Consulting, LLC represents municipalities, non-profit organizations, and businesses in the Midwest. Our professional team specializes in short and long-term goal setting and community visioning, strategic, action, capital improvement and equipment replacement planning, and a variety of human resource needs, including executive professional searches filling critical leadership positions.

Is the mission of your community to provide high-quality services that meet the needs of your residents? We bring extensive experience and professionalism and can customize our support to meet your individual needs and concerns.

Our executives and facilitators are certified professionals in Human Resource Management from the National Society of Human Resources (SHRM-CP). They have been community leaders; leading searches such as these for decades. We know that executives play a critical role in how services are provided to the public and how local government and non-profit organization resources are utilized. We take pride in working with our clients to find the best possible fit for your community and organization. We find highly talented individuals with a commitment to serve the public, and our placements will be some of the best and brightest in their fields.

Midwest Municipal Consulting, LLC was founded by Elizabeth Hansen, President, and Founder, in 2016. A native of the Midwest, Ms. Hansen has over 18 years of experience in local government management, including as City Administrator in Elk Point, South Dakota as well as Jefferson, Nevada, and Windsor Heights, Iowa. Her communities benefited from her leadership and proficiency in community visioning and financial planning. These skills, abilities, and experiences are vital tools to promote and develop growth in rural and small communities throughout the Midwest. She has a master's in Public Administration from the University of South Dakota and a bachelor's degree in Paralegal Studies from National American University in Sioux Falls, South Dakota.

Hansen was named Manager of the Year in 2014 by the Iowa City/County Management Association, and in 2007 she became the first recipient of the organization's Emerging Leader award. Ms. Hansen is also a Credentialed City Manager from the International City/County Manager's Association (ICMA-CM), a Certified Municipal Clerk in the State of Iowa, and Certified Human Resource Professional from the National Society of Human Resource Management (SHRM-CP).

Assisting Midwest Municipal Consulting is Kandi Reindl-Sullivan. Reindl-Sullivan is a native of Iowa, Ms. Sullivan has over 29 years of experience in local government, recently retiring from the City of Des Moines, Iowa as Assistant to the City Manager. Over the years at the City of Des Moines, her responsibilities included City Manager's Office liaison to the police and fire departments, staff to the City's Legislative Subcommittee, staff to the Metropolitan Advisory Council (MAC), and Coordinator for the City's Special Events Team.

Scope – Proposed Strategy

Ms. Hansen brings years of experience working closely with elected officials and department directors in many city planning settings. Her search process is based on prior experience and a proven search methodology. The goal of this process is two-fold. First, maximize your input while minimizing your time investment until we have a small, select pool of final candidates. Second, to provide you with the benefit of my expertise as you select a candidate who best matches your needs.

Task		Fee
Phase I: Learn the Community's Needs	We learn the community's needs through interviews with key city employees, elected and/or appointed officials, and any identified leaders in the community, such as the School Superintendent, chamber, developers, and other citizens selected by the Council. Appropriate compensation is determined. The outcome of all is shared with the Mayor and City Council members.	\$1,000
Profile the Position and Marketing Strategy	Based on the above input, I work with the Mayor and City Council members to delineate the skills, knowledge, and abilities a successful candidate must possess, along with the important traits, attitudes, and values. I do this by way of several informal meetings with city delegates to identify their thoughts on the critical strengths and characteristics they seek in a new leader. These meetings enable us to learn the City's requirements for the position, such as experience, education, and training, as well as management and communication style. We then discuss the challenges the City is facing and the goals for the next three to five years. I develop a position profile that includes a comprehensive job description, an overview of the community, the key opportunities and challenges facing the candidate, and the selection criteria established for the search.	\$1,500
Phase II: Tap the Candidate Pool	<p>We tap the candidate pool in a variety of ways.</p> <ol style="list-style-type: none"> 1) We develop and place advertisements in appropriate professional publications and newspapers. 2) We develop and distribute the position profile to likely candidates and others who may be interested or helpful. 3) Our contacts with City Managers/Administrators and City Clerks throughout the state and region tend to be the most fruitful source of top applicants. 4) We seek out and encourage top-level people to apply for the position who may not be looking for employment or who may be reluctant to apply directly to the City. 5) We review my files to find candidates whom we know already meet your specifications and contact people in local governments who may know suitable candidates for the position. 	\$1,700

Screen, Evaluate, Interview	Upon receipt of applications, we will screen and pre-qualify candidates for you. We do this by reviewing the applications and narrowing the candidate pool based on the extent of a match with the specified criteria. This narrowed pool is then further reduced through written samples, one-on-one meetings, or telephone interviews with the candidates. A written report of backgrounds, strengths, accomplishments, writing samples, and reference results are provided.	\$1,000
Background Checks	For candidates who pass the screening stage above, we conduct complete and thorough background investigations on their employment, education, criminal, and general background. We also make inquiries to individuals who are working with or have worked with the applicant. After background checks are completed, we screen down the top three to five candidates (number of finalists you desire).	\$1,800
Phase III: Narrow the Field	Once the finalists have been determined, they are invited to attend an on-site evaluation/interview for one or two days. At this time, they are given a tour of the City, and meetings with selected community leaders, staff, and City officials are arranged. We will provide scheduling and logistics support. We will also work with you to develop appropriate interview questions and travel arrangements for the on-site interviews.	\$1,500
Make Offer	We work with you and your City Attorney to help structure an offer that meets the City's needs. We may assist the City with the development of an employment contract, if necessary.	\$700

References

Recent Midwest Municipal Consulting executive search experience includes:

City/Pop	Position	Contact	Number
Ottumwa (24,321)	City Administrator (2020)	Tom Lazio	(641) 683-0600
West Liberty (3,736)	City Manager (2020)	Lee Geertz	(319) 627-2418
Griswold (1,036)	City Manager (2020)	Carmen Sorenson	(712) 249-2198
West Liberty (3,736)	Police Chief (2021)	Lee Geertz	(319) 627-2418
West Liberty (3,736)	City Manager (2021)	Lee Geertz	(319) 627-2418
Center Point (2,555)	City Administrator (2021)	Paula Freeman-Brown	(319) 310-0568
Carroll (10,103)	Parks & Recreation Director (2021)	Mike Pogge-Weaver	(712) 775-7505
Washington (7,266)	City Administrator (2021)	Jaron Rosein	(319) 321-5365
Humboldt (4,792)	City Administrator (2021)	Gloria Christensen	(515) 332-3435
Woodbine (1,488)	City Administrator (2021)	Kristina Kelly	(712) 647-2550
Garner (4,792)	City Administrator (2021)	Kelly White	(641) 923-2588
Denison (8,337)	City Manager (2022)	Terry Crawford	(712) 263-3143
Anamosa (5,484)	City Manager (2022)	Jeremy Hoyt	(319) 480-3467

Proposed Recruitment Timeline

Here is a proposed tentative search timeline:

October 10	City Council approved a contract with a consulting firm to hire City Manager
Oct. 14-17	Confidential Interviews with Department Heads, Mayor, and City Council, and any focus groups
October 21	Update the job description and Prepare a Profile for the Position
October 24	Council approves job description and profile
Oct.25- Nov. 11	Prepare advertisements and a list of potential candidates. Consultants advertised for the position on various websites. Emailing profile. Phone calls to potential candidates.
Nov. 11	Deadline for applications and Screening of Candidates
Nov. 14	Closed Session to Update City Council on Process. Provide a list of finalists ranked by the consultant for review by the Council Personnel Committee and any other delegates. Finalists reduced to 3-5. Select candidates for interview and confirm dates/times of interview.
Nov. 21	Phone, Skype, or Zoom Interview and/or Written Sample
Nov. 22	Send a packet of Information to Candidates for Formal Interviews
Nov. 22 - Dec. 2	Education Verification, Criminal Background Checks - Finalists Call to Candidate References and Coordinate Interviews
Dec. 9-10	Formal Interviews. Additional elements of the interview process may include: <ul style="list-style-type: none"> • Tour provided by City. • Interviews by Department Heads. • Interviews to be conducted by community leaders (from boards, chamber, EDC, business, and volunteers. • Public open house and formal presentations. • Comment cards provided and collected at each event. • Finalist does public presentation and final interview with City Council. • Comment cards provided to Mayor and Council before deliberation. Closed Session to deliberate and direct the consultants to negotiate wage and other details of an employment offer (and contract, if necessary).
Dec. 11	Extend offer of employment. May include consultant to the draft agreement. City Attorney reviewed and amended the agreement for execution.
December 12	City Council to approve the offer of employment (contract) at Council Meeting.
January	City Manager to start, depending on 30-day or 60-day notice requirement per the previous contract

Benefit Statement

The City will benefit by awarding the contract to Midwest Municipal Consulting, LLC because the President and Founder have over nineteen (19) years of municipal experience in the Midwest and mostly in Iowa, together with Ms. Reindl-Sullivan, MMC has forty-eight (48) years of municipal experience. The connections throughout the state of South Dakota, Iowa, Nebraska, Minnesota, and Illinois is great. It is helpful that Ms. Hansen has experience and relationships built while serving on the Iowa League of Cities (ILC) Board of Directors, Iowa City Manager's Association, and many board positions she has served. She facilitates sessions for the Iowa Municipal Professional's Institute offered by Iowa State Extension and hosts a booth at the ILC and Iowa Finance Officers Association (IMFOA) Conferences, to stay in front of potential candidates. For all these reasons, Ms. Hansen can leverage an extensive network of contacts that most out-of-state, part-time or semi-retired consultants may not.

Attachments

- Previous Position Profile
- Midwest Municipal Consulting Service Infographic
- Professional Profile

Professional Fee and Payment Policy

Midwest Municipal Consulting will search and provide all of the related services outlined above for a flat fee of **\$9,200** plus expenses, which includes the cost of advertising and mileage. Normally expenses do not exceed **\$1,500**. The City will pay for the costs associated with bringing finalists into the community to interview.

It normally takes 90-120 days to complete a candidate search and fill a position at this level. Fees are payable in three equal payments, with the first one-third payment due at the signing of the agreement; one-third due after Phase II, and the final payment due at the time the employment agreement is offered.

If for some reason the City chooses to re-advertise the position, the City shall pay a flat fee of \$5,000, plus expenses.

If the above proposal meets with your approval and is accepted, please sign below, and return one original to me. This proposal can be honored for the next 30 days. Thank you.

Mark Beardmore, Mayor

Elizabeth A. Hansen, President
Midwest Municipal Consulting, LLC

Elizabeth A. Hansen, ICMA-CM, SHRM-CP



Contact Information



1210 NE 29th Street
Ankeny, IA 50021



515-391-9816



Ehansen.mmc@gmail.com



midwestmunicipalconsulting.com

“Every community is unique, and we strive to provide our clients with personal attention and professional services to help strengthen their organization and focus on the future.”

Education

University of South Dakota, Vermillion, South Dakota
Master of Public Administration

Accreditation

Credentialed City Manager from the International City/County Manager’s Association
Certified Municipal Clerk in the State of Iowa
Certified Human Resource Manager from the National Society of Human Resource Management

Biography

Elizabeth Hansen, Founder and President of Midwest Municipal Consulting, L.L.C., is pursuing her passion to serve clients with organizational effectiveness training, short and long-term goal setting, strategic and action planning. Hansen and her team will also assist with capital improvement and equipment replacement planning and a variety of human resource needs, including executive professional searches filling critical leadership positions.

A native of the Midwest, Ms. Hansen has over 18 years of experience in local government management, including as City Administrator in Elk Point, South Dakota as well as Jefferson, Nevada, Windsor Heights, and West Liberty, Iowa. Her communities benefited from her leadership and proficiency in community visioning and financial planning. These skills, abilities and experiences are vital tools to promote and develop growth in rural and small communities throughout the Midwest.

Acknowledgements

In 2020, Midwest Municipal Consulting, LLC was recognized as a Targeted Small Business in Iowa by the Iowa Department of Economic Authority.

Hansen was named Manager of the Year in 2014 by the Iowa City/County Management Association, and in 2007 she became the first recipient of the organization's Emerging Leader award.

Affiliations

International City/County Manager's Assn.
Past committee and member since 2002

Iowa City/County Manager's Association
Past executive board, lecturer and member since 2004

Iowa League of Cities
Past board, committee member, lecturer and member since 2004

Iowa Municipal Professional Institute
Lecturer in 2016, 2017 and 2020

National Society for Professional Human Resource Management
Member since 2018

Central Iowa Human Resource Management
Member since 2018

Ms. Hansen's history as a City Administrator and her connections across the State of Iowa, enables her to combine the knowledge of the municipal profession to assist clients to help strengthen organizations and bring solution into focus.





Executive Recruitment

We take pride in working with our clients to find the best possible fit for your community and organization. We find highly talented individuals with a commitment to serve the public, and our placements will be some of the best and brightest in their fields. We have experience in the placement of City Administrator/Manager, Police Chief/Public Safety Director, City Clerk, Fire Chief after Public Safety Director, and Finance Director, Public Works Director, Parks and Recreation Director, and Building and Zoning Official.

Goal Setting & Strategic Planning

It is imperative for every leadership team to meet, each or every other year, in a relaxed and positive environment to enhance communication, develop consensus on issues and opportunities, review roles, and build team spirit. This process is beneficial in achieving board effectiveness by developing a future focus, so your organization can move forward together.

Capital Improvements Plan (CIP)

A CIP serves as an effective guide for the efficient and effective provision of public facilities, outlining timing and financing schedules of capital and infrastructure projects for a five-year planning period. The City Council reviews and updates the Plan annually and only approves the first year of the Plan during the fiscal year budget process. Midwest Municipal Consultants have a team of engineers and financial advisors to assist them in putting together a plan that can work for your organization.

Board Effectiveness Training

Midwest Municipal Consulting works directly with local government and community leaders to assess their needs, evaluate and improve their effectiveness, and build teamwork. While internal expertise likely exists, some organizations do not have the time or feel comfortable having these tense conversations with their own boards. Our team can assist with paving the way for improved overall organizational effectiveness.

Equipment Revolving Planning (ERP)

An Equipment Revolving Plan is a method for the replacement of fleet. By directing certain general fund or other special revenues into a revolving account, the department is able to replace all fleet in each particular department over a period of fifteen (15) years. The first year of the Equipment Revolving Plan will be included as part of the budget submitted for City Council approval each year.



Updated Job Descriptions

Of all the important tasks that are included in the hiring process, making sure that job descriptions are up-to-date may not always be on your radar. Outlining and updating job descriptions is an important piece of preparing for future hiring objectives, cultivating current employee productivity, and ensuring long-term workforce sustainability.

Compensation Studies

An organization needs talented and skilled individuals to build a successful City. Because these talented people are highly sought after, an attractive pay structure is often the key to bringing, and keeping, the best candidates on board.

Grant Writing

Midwest Municipal Consultants ensure efficient administration and operations of grant programs, including maintaining a process to monitor for changes in grant terms and conditions that occur after the acceptance of a grant; establishing a project plan with timelines and parties responsible for implementing the steps of the plan.



Midwest Municipal Consulting, L.L.C.

515.391.9816 • EHANSEN.MMC@GMAIL.COM

WWW.MIDWESTMUNICIPALCONSULTING.COM

Call today to discuss
how Midwest Municipal
Consulting can help
your organization
grow and develop!



2022 IOWA’S CITY PROFESSIONAL DEVELOPMENT CALENDAR

JAN

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CONFERENCE DATES

- March 15-17, 2023 • Iowa Municipal Managers Institute Spring Conference
- March 26-28, 2023 • National League of Cities Congressional Conference
- April 5-6, 2023 • Iowa Employment Spring Conference
- April 19-21, 2023 • Iowa Municipal Finance Officers Association Spring Conference
- May 21-24, 2023 • Government Finance Officers Association Annual Conference
- July 12-14, 2023 • Iowa Municipal Managers Association Summer Conference
- September 20-22, 2023 • Iowa League of Cities Annual Conference
- September 30-October 4, 2023 • International City/County Managers Association Annual Conference
- October 18, 2023 • Iowa Employment Fall Conference
- October 18-20, 2023 • Iowa Municipal Finance Officers Association Fall Conference
- November 15-18, 2023 • National League of Cities City Summit Conference





The City of
Denison, Iowa
seeks a
proactive and
experienced
forward-
thinking
leader who
will build
trust,
community
relations and
the leadership
team to serve
as the next ...

CITY MANAGER

Denison, Iowa is the home of 8,373 residents with a diverse population located 75 miles from Sioux City, and close to big cities like Omaha, NE and Des Moines, IA. Neighboring cities are Carroll, Harlan, and Ida Grove to name a few.

Denison's diversity radiates throughout the city seen in their businesses, education, community, and recreation services. The city embraces their diverse community with over 20 spoken languages and approximately 2300 students in the area.

Denison is home to two satellite universities, Buena Vista and Western Iowa Tech Community College, with Buena Vista Universities on-site campus being just 50 miles away. Nearby universities include Morningside, Creighton, University of Nebraska Omaha in Omaha, Briar Cliff in Sioux City and Iowa State in Ames.

More information on the community is available at:

Chamber of Commerce, Economic Development,
City

<https://denisonia.com/>

School District

<http://www.denison.k12.ia.us/>



The Community

Arts and Culture: Denison is home to The Donna Reed Heritage Museum, a museum dedicated to the late actress best known for her role in “It’s a Wonderful Life”. The heritage museum doubles as both a memoriam for the actress as well as a performing arts center. The Donna Reed Heritage Museum is a must see attraction when visiting Denison. On top of a performing arts center, Denison also has a movie theater, Crawford County Cinema 4, which showcases the latest and greatest movies. Another museum in Denison, The McHenry House, houses numerous artifacts for the city including Donna Reed’s Oscar! The City also hosts an annual Tri-City BBQ event, gathering people near and far for a two-night celebration. The event consists of vendors, activities for kids, a car show, Iowa Craft beer, all for free!

Sports and Leisure: There are countless activities and attractions in Denison. With numerous city parks, the city’s aquatic center, and the Majestic Hills Golf Course, there are plenty of activities to do in the summertime. Other attractions include Lucky Lanes Bowling, Crawford County Speedway and there are always sporting events taking place for Crawford County Athletic Association.

Education: Denison has multiple options for children to attend school. Public schools include Denison Elementary, Denison Broadway Elementary, Denison Middle, and Denison High School. There are five different early childhood options as well as two private schools, St. Rose of Lima Catholic School and Zion Lutheran School. As mentioned above, Denison is home to two satellite universities with both Western Iowa Tech Community College and Buena Vista University.



The Community, continued...

Health Care and Churches:

The city of Denison provides quality health care services including, but not limited to, dental, vision, clinics, chiropractic services, and a hospital. All the services provide the best physicians and health care workers. Crawford County Memorial Hospital is a modern facility able to meet today's standards and provide the best quality services to patients. With numerous health care services, there are also 15 churches to help celebrate the community's diversity.



Library:

The Norelius Community Library is a full-service and a vital part of the Denison community. Fiction, non-fiction reading materials as well as periodicals and DVDs are available for patrons with borrowing privileges. We also offer faxing, copying, and laminating for a nominal fee, free scanning, free WiFi, public access computers. We have several Maker Spaces available for use including VHS/DVD Conversion, Sewing Machine and Cricut machines. The children of the community can enjoy the Children's Library, located on the 2nd floor of the library and everything in this space is geared toward children up to the 5th grade. We offer programming all year for all age groups: Adults, Teens and children.

Parks and Recreation:

Denison has 16 parks to explore with 2 miles worth of trails. The city parks have open shelters available to rent to host birthday parties and other occasions. There are three sports complexes; a tennis court complex, Northside Recreation Complex, and a little league complex. Denison Aquatic Center provides a lot of fun for families with a six-lane indoor slide, sand volleyball courts, diving board, a kids zone, and to top it off, a miniature golf course!



Fire:

The Fire Department consists of 30 volunteer firemen and a full time chief. Denison Fire Department doesn't just provide services for their residents, but serves more than 10,000 residents in a 100+ mile radius!

**Police:**

The Denison Police Department consists of 13 full-time officers and 7 civilian officers.

Governance and the Organization

Denison was incorporated in 1875 and is the county seat of Crawford County. The city operates under a Mayor-Council form of government with a council appointed city manager. The council consists of two council members elected at large and one council member from each of three wards as established by the Code of Ordinances, elected for overlapping terms of four years. The regular City Council Meetings are on the first and third Tuesday of each month at 5:00 p.m. in Council Chambers at Denison City Hall. The Mayor is elected for a term of two years with the position being part-time. The mayor does not have an office in City Hall.

Denison is a full government service community, including Administration, Library, Code, Fire, Police, Parks and Recreation, and Public Works. The city enjoys a stable and diverse staff, working together to make Denison a great city with 49 full-time and permanent part-time personnel and 50 seasonal personnel.

The city has a Levy rate of 19.05, a Moody's Bond Rating of A, a general fund of approximately \$5 million, a project budget of near \$4 million, and an overall total budget of approximately \$19 million. The city's finances are strong and stable, promising a bright future ahead.

Leadership and Innovation Opportunities

Current Priorities

The City would like to hold a goal setting work session soon after appointment of the next City Manager. The next City Manager will participate in the process and will be expected to develop long-term strategies that will help the city address the current projects and priorities:

- ◆ A Wellness Center.
- ◆ Housing development and programs.
- ◆ Business expansion and retention; emphasize economic development to increase the tax base.
- ◆ Annexation - add areas surrounding Denison by expanding corporate limits for housing, industrial/commercial business development.
- ◆ Improve the interaction of diverse populations with community events.
- ◆ Create and implement a capital improvement plan and equipment replacement plan.
- ◆ Create and implement a master trail system plan for walking/biking within corporate boundaries and surrounding areas.
- ◆ Succession Planning.

Desired Capabilities

The City of Denison seeks a visionary leader to be the next City Manager. The ideal candidate will have an ability to see the big picture, be a strategic thinker, and leader with the ability to make sound decisions that are in the best interest of the city.

The city manager should have a management style that values employee involvement and promotes fairness. The city manager's team-building characteristics should include the understanding and flexibility in allowing employees and supervisors the latitude to make decisions on how to meet the objectives, results in a higher level of job satisfaction and performance. The city manager's ability to promote inter-department and community communication and collaboration is vitally important to maintain the city's cooperative relationships among departments and with local groups and organizations.



The City of Denison enjoys financial stability, maintaining the same levy rate for several-years. It is important to the City that the candidate has budgeting and fiscal management experience to maintain the city's sound financial standing. Forecasting long-term needs, financial planning and awareness of bonding practices and Tax Increment Financing (TIF) is critical.

Every community is working on economic growth and redevelopment. Denison is no different. The city manager will lead the city on economic development efforts and can use these resources to stimulate development and redevelopment, especially of vacant by choice commercial and residential properties.

The city manager oversees the day-to-day business of the city and is the public relations contact person. This means being present and accessible, approachable, friendly, having an open-door policy and offering information on a regular basis to maintain an acceptable level of transparency. Strong presentation and communication skills; both orally and written, will be important.

The City has worked hard to build and maintain strong working relationships with community partners such as other cities and, the Chamber and Development Council, the community school district, and many others, the city manager must understand the importance of collaboration and continue to maintain great relations and be creative to seek innovative ways to partner with these groups.

Specific traits identified

- ◆ Leader and visionary; forecasting needs
- ◆ Performance evaluation, staff development, team building
- ◆ Strategic and Comprehensive Planning
- ◆ Infrastructure repair/replacement and Capital Improvement Planning
- ◆ Approachable, friendly, an Ambassador
- ◆ Grant writer and familiar with TIF
- ◆ Accepts responsibility and can make sound decisions
- ◆ Strong communication skills and presenter
- ◆ Long-term financial planning and understand fiscal administration of budgets
- ◆ Lead economic development initiatives
- ◆ Champions a customer service environment at all levels within the organization
- ◆ Experience managing human resource matters
- ◆ Foster relationships with community partners, regional entities and other cities

Education and Experience

A Bachelor's Degree majoring in public administration, business management, law, political science, accounting, finance, economics, or related field and a minimum of five (5) years of increasingly responsible experience supervising and managing municipal government operations or comparable organizations. An equivalent combination of ten (10) years related education/experience may be considered.

Compensation and Benefits

The salary range is \$110,000 to \$130,000 annually, depending on experience, IPERS retirement benefits, life and short-term disability, medical and dental insurance, and Holiday, Paid Time Off, including, vacation, medical and administrative leave benefits. An annual vehicle allowance is provided or mileage reimbursement is available. A cellular phone is provided. Residency within the City Limits or within fifteen (15) minutes is required within six months of employment, unless an extension is necessary and agreed upon by both parties.

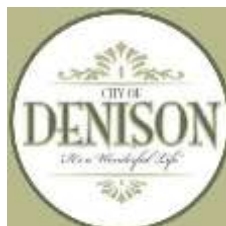
How to Apply

Submit your cover letter, resume, salary history and five work related references by noon CST on March 25, 2022 to Midwest Municipal Consulting, LLC. at Ehansen.mmc@gmail.com. See full job description at www.denisonia.com or contact Elizabeth Hansen by calling 515-391-9816.

Tentative Timeline

Applications will be accepted until noon CST
 Screening/Written and/or Phone Interviews
 Selection of Finalists and Background Checks Begin
 Interviews
 City Council may Consider New
 Manager's Appointment

March 25
 April 4
 April 5
 April 22-23
 May 3





October 5, 2022

Mr. Mike Pogge-Weaver, City Manager
The Honorable Mayor and City Council
City of Carroll
627 North Adams Street
Carroll, IA 51401

Dear Mr. Pogge-Weaver, Mayor and Council Members:

I learned recently that the City of Carroll is beginning the process of searching for a new City Manager. I would like to take the opportunity to introduce myself and submit a proposal to provide recruitment assistance in the City's search.

I wanted to highlight some of my qualifications. I have 30+ years of experience in local government, with more than 20 of those years spent here in Iowa. I also hold my Senior Professional in Human Resources credential. Additionally, I am a trained facilitator, with training from both the Dale Carnegie Institute and the Meyvyn Group. I have a full breadth of knowledge in local government issues. I am happy to provide you with a copy of my resume or I encourage you to connect with me on LinkedIn at <https://www.linkedin.com/in/marketao/>.

Attached is a proposal for your consideration.

I am happy to answer any questions about the proposal and can be reached at 515.322.6597.

Thank you again!

Sincerely,

Marketa George Oliver, ICMA-CM, SPHR
President



City of Carroll, Iowa City Manager Recruitment Proposal

City Information

The City of Carroll is seeking assistance with the recruitment of a new City Manager. The recruitment process would involve the Mayor and Council as well as Department Heads and/or other key staff members. A reception is recommended as an opportunity to provide members of the public with a chance to visit with and provide feedback on the candidates.

Deliverables

The Consultant will:

- Collaborate with the Mayor and Council to develop recruitment specifications and a community profile document that incorporates the education, experience levels and character attributes needed to be successful in the Carroll City Manager role. The recruitment specifications will address the specific duties and responsibilities of the City Manager and highlight any operational or organization issues unique to Carroll that would be of interest to prospective candidates.
- After consulting with the Mayor and Council, the consultant will finalize a timeline. (A prospective timeline is included with this proposal.)
- Coordinate with City of Carroll staff to have advertisements placed in appropriate locations and for an appropriate length of time for a nation-wide search.
- Make direct inquiries of potential candidates.
- Develop a scoring rubric and assist the Council in screening the applicant pool to an appropriate number of semi-finalists.
- Provide the Council with summaries on semi-finalists and respond to any inquiries. (Summaries will be submitted to the elected officials by sending the information to the City Clerk for distribution to maintain the appropriate public records.)
- Conduct semi-finalist interviews (typically done virtually), if needed. (After reviewing the candidate pool, the consultant will work with the Mayor and Council to determine if semi-finalist interviews are necessary or if the elected body prefers to move directly to in-person, finalist interviews.)
- Conduct background investigations, including vetting references and affirming the credentials of finalists. Prepare a report on each finalist.
- Coordinate with City of Carroll staff to set interview dates and schedules for City Manager finalists and provide interview question suggestions. The finalists interviews typically include:
 - An interview segment with elected officials;
 - An interview segment with Department Heads and/or other key staff members; and
 - A public meet and greet session.
- Facilitate a Council discussion of candidates.
- Discuss terms of an employment agreement with Council to offer the selected candidate.
- Negotiate, within parameters set by the City, an employment agreement with the selected candidate.



City Obligations

The City will:

- Provide information and photos for the Community Profile document.
- Provide a background check waiver from the City of Carroll City Attorney.
- Coordinate with Consultant on advertising placement and timing and place agreed upon advertisements.
- Determine final interview process (i.e. Does the elected body want the interview process to include a segment with Department Heads and/or other City Staff members, members of boards and commissions, members of the public, etc.)
- Provide dates and logistical support for Saturday interview sessions, including arranging lodging for candidates, community tours, publicizing and hosting a public candidate reception, and providing meals/refreshments for candidates and other interview process participants as may be needed.
- Secure signatures from candidates requesting closed session interviews.
- Provide legal counsel review of draft employment agreement.

Investment

The fee for services is \$15,000 plus reimbursable expenses in an amount not to exceed \$2,500. The fee for services will be payable within 30 days of the date of finalist interviews.

Additional Provisions

This proposal shall be valid for 30 days from the offered date. If accepted, the provisions detailed in the proposal shall remain in effect until all related activities associated with the process are complete unless canceled in writing by either party upon thirty (30) days' written notice to the other party. All notices given under this Proposal will be in writing and sent by email to the addresses listed in the Engagement Letter. All materials and work products related to the search shall be the property of the City and shall be furnished upon request and in compliance with Iowa record retention practices and guidelines. Except to the extent caused by willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties under this Proposal, the Consultant shall not have liability for any act or omission in connection with performance of services hereunder, or for any error of judgment or mistake of law. The Consultant at all times will be an independent contractor, and not deemed to be an employee of the City by virtue of the approval of this Proposal or any actions or services rendered pursuant thereof.

Offered by:

Date: 05 October, 2022

Marketa George Oliver, President
theiamanagementconsulting@gmail.com

Accepted by City of Carroll:

Date: _____

Print Name

Title

Signature



City of Carroll, Iowa City Manager Recruitment Proposal

Prospective Recruitment Timeline

*Please note that this timeline is developed with the understanding that it is difficult for a city to be without a Manager. Therefore, the timeline is aggressive and can be adjusted as needed.

October 10	Proposal consideration at Council meeting
October 31	Special meeting to discuss recruitment specifications and community profile document. (This could be done November 14 at a regular meeting if a special meeting is not possible.)
November 14	Review/approval of Community Profile Draft (if not completed at October 31 meeting)
November 21 (or sooner based on approved of Community Profile) - December 31	Advertisement open/Consultant calls with prospective applicants (Because of the time of year, Council may want to extend this deadline to January 6)
January 9	Presentation of applicant summaries/Discussion of Applicants
January 21	Special meeting: Semi-finalist Interviews (virtual)
February 3- 4	Finalist tours and Interviews
February 4 -11	Negotiations and Review of Contract
February 13	Contract Adoption
Date dependent upon notice requirements of selected candidate (approximately 45-90 days post contract approval)	New City Manager begins

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: October 6, 2022

SUBJECT: Possible appointment of an interim City Manager

With my resignation, the Mayor and Council needs to consider if they wish to appoint an interim City Manager.

In 2016 the City was without a City Manager for a little over two and a half months starting in August and running through mid-October. Late summer and early fall tend to see a lower workload for a City Manager.

In this case the upcoming vacancy will start November 4th and will likely run through late March and possibly into April. This is a very busy time for staff and the City Manager with the preparation of the annual budget and for this year the upcoming union negotiations. While there will be several areas the Mayor and Council can step up during this period, there will be additional workload and day to day decision making that will need to be picked up by staff. For these reasons, I would advise the Mayor and Council to appoint and appropriately compensate an existing department head to act as the interim City Manager.

Discussions were had with Mickey Shields at the Iowa League of Cities related to appointing an interim City Manager. Mickey provides cities information and resources to cities on local government issues in Iowa. When asked how cities handle vacancies Mickey noted that it is more common than not for cities with a City Manager to appoint an interim City Manager when there is a vacancy. He noted that there are several functions including who is the point of contact for mayor/councilmembers/public, running staff meetings, and other similar operational needs that the interim manager will need to fill. He also noted that most cities tend to appoint a long tenured department head like the Police Chief, Public Works Director or City Clerk to fill the role. Some cities have been successful in appointing an outside individual to fill the role that are either recently retired or are in transition. Generally, an outside individual needs to be within an hour of a community and he could not think of anyone in western Iowa that would be a possibility at this time.

The current salary range for the City Manager is \$109,813.21 to \$144,491.06. If a current department head would be selected to fill the interim position, I would advise the Council that they should set the salary at the high end of the range since they will be taking on additional duties for the duration of the interim appointment. With my vacancy there will be sufficient funding in the budget to cover any supplemental compensation during the interim period.

RECOMMENDATION: Mayor and City Council discuss and consider approval of a resolution appointing an interim City Manager.

RESOLUTION NO. _____

A RESOLUTION OF THE CARROLL CITY COUNCIL APPOINTING AN INDIVIDUAL TO SERVE IN THE CAPACITY OF INTERIM CITY MANAGER

WHEREAS, the current Carroll City Manager has submitted his resignation to be effective November 3, 2022; and

WHEREAS, The City desires to appoint interim City Manager to ensure the continuity of leadership for the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa that _____ is hereby appointed to the position of Interim City Manager until such point that the City Manager position is filled and occupied, the Council desires to officially change who is serving as Interim City Manager, or the Interim City Manager submits a resignation from the position, and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Carroll, Iowa that _____ shall assume the duties of Interim City Manager at 5:00 PM, local time on Thursday, November 3, 2022 and shall have all duties, responsibilities and rights appointed to the City Manager as outlined in the City Code of Ordinances, and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Carroll, Iowa that _____ shall be compensation a total of \$_____ annually while serving as Interim City Manager.

Passed and approved by the Carroll City Council this 10th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: October 5, 2022

SUBJECT: Water Well No. 19 Rehabilitation

Water Well No. 19, originally constructed in 2017, had an initial production capacity of 300 gallons per minute. By 2022, production capacity of the Well had decreased to 100 gallons per minute. As a result of the water production decline, the hydrogeologic firm Water Systems Engineering, Inc. was employed to perform a Complete Well Profile and prepare recommendations for rehabilitation of the Well.

The Water System Engineering, Inc. rehabilitation recommendations were the basis of a request for proposals for the rehabilitation work sent to three well contractors. The responses from the contractors were as follows:

Cahoy Pump Service	\$58,627.00
Layne Christensen Company	\$44,685.00
Sargent Drilling	No Response

Pump repairs, if needed, are not included in either Proposal.

Layne Christensen Company submitted the lowest cost proposal at \$44,685.00.

The F.Y. 22-23 Budget includes \$30,000.00 for well rehabilitation. That funding has been committed to work on two other wells. There is currently no funding identified in the current Budget for rehabilitation of Well No. 19. Approval of proceeding with rehabilitation of Well No. 19 may necessitate amendment of the Budget to include funding from the Water Utility Fund balance.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution accepting the proposal of Layne Christensen Company for Well No. 19 rehabilitation in the amount of \$44,685.00.

RMK:ds

attachment

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL FOR WELL NO. 19 REHABILITATION.

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

WHEREAS, the following Proposal for Well No. 19 rehabilitation is the lowest responsive, responsible Proposal for said work as follows:

Contractor:	Layne Christensen Company
Amount of Proposal:	\$44,685.00
Portion of Project:	All rehabilitation work;

and,

WHEREAS, the City Council has determined that the acceptance of the Proposal is in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Proposal of Layne Christensen Company for the Well No 19 rehabilitation is accepted and the Mayor is authorized to execute the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 10th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

QUOTATION

Layne Christensen Company

4601 North 252nd Street

Valley, NE 68064

Phone (402) 359-2042

Fax (402) 359-2310

Date: 09/20/22

P.O. Number: _____

Purchaser: City of Carroll

Attn: Terry Kluver

627 N Adams Street

Carroll, IA 51401

Phone Number: (712) 792-6753

Mobile Number: (712) 830-5025

Email: water@cityofcarroll.com

Job Number: _____

Job Description: Well #19 Rehabilitation

[illegible]

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

Contractor

City of Carroll

~~Layne Christensen Company~~

By: _____

By:  Terry Heiliger

Title: Mayor

Title: Area Manager

Date: 10-10-22

Date: 09/20/22

PO #: 101022-01

Are you tax exempt? (Circle One) ☒ YES ☐ NO



Layne
A GRANITE COMPANY

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and relate such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

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

DATE: October 5, 2022

SUBJECT: Adams Street Reconstruction
Public Information Meetings

Public Information Meetings on the Adams Street Reconstruction project were conducted on Monday, September 26, and Wednesday, September 28. Notification of the meetings was published and letters of invitation were sent to 66 property owners adjacent to the project. Approximately 28 properties were represented by owners attending the meetings.

Included with the letters of invitation sent to the property owners was an Information & Response enclosure. The Information & Response included information related to the privately-owned facilities in the project including sanitary sewer service lines, water service lines, sidewalks and driveways. Three responses were received and summarized on the attached.

The Public Information Meetings were conducted to provide information, answer questions and receive feedback from impacted residents. Project information was provided, residents' questions were attempted to be answered and resident concerns were heard. One of the primary concerns was cost of replacement of the privately-owned facilities within the project. Estimated cost determination for impacted properties has been initiated.

In order to finalize those estimated costs, decisions on replacement are necessary. Below are some preliminary recommendations on replacement requirements for privately-owned facilities.

- A. Sanitary Sewer Service Lines. Replacement of all sanitary sewer service lines under the pavement, approximately 20 feet in length, unless it is verified that the service line has been replaced with polyvinyl chloride pipe, ductile iron pipe with ceramic epoxy lining, or vitrified clay pipe with sealed joints and no visible root intrusion.
- B. Water Service Lines. Replacement of all lines that are include in the definition of Lead Service Lines and all galvanized lines both from the watermain to the stop box.

C. Driveways. City removal and replacement of 5± feet required for street paving or watermain construction. Inclusion in private facility estimated costs of driveways that require reconstruction to meet current design standards.

D. Sidewalks

1. Pedestrian Curb Ramps. City cost responsibility for ramps and required tapers.
2. Sidewalks. Inspection for deficiencies and inclusion of repair in the private facilities estimated costs.
3. Carriage Walks. Removal at City cost at discretion of property owner.

RECOMMENDATION: Mayor and City Council consideration of the private facility replacement recommendations.

RMK:ds

attachment

ADAMS STREET RECONSTRUCTION INFORMATION & RESPONSE

Street reconstruction projects include a number of issues that should be addressed to protect the longevity of the reconstructed roadway. Some of the issues include sanitary sewer and water services to properties and driveway replacements. An additional issue that does not necessarily impact the roadway longevity, but is often addressed in reconstruction projects, is sidewalk repair or improvement.

The City Code of Ordinances assigns responsibility for construction, maintenance and repair of sidewalks, sanitary sewer service lines and water service lines to the property owner. Construction, maintenance and repair of driveways is also the responsibility of the property owner.

Replacement of sanitary sewer service lines, water service lines, sidewalks and driveways within the street reconstruction contract has the potential to save property owners some cost as opposed to replacement before or after the project is completed. The project contract will include the successful contractor removing and replacing all roadway paving. If the contractor can replace the underground, under pavement service lines following pavement removal, there would be no cost to the property owner for pavement removal and replacement. The savings could be as much as the City's most recent cost of pavement patching, which was \$90.00 per square yard. A second potential cost savings may be economy of scale of having a single contractor or subcontractor competitively bid on all replacements of service lines, sidewalks and driveways.

The Iowa Code provides a method of financing a portion of qualifying public improvement costs through Special Assessment. Briefly, Special Assessment provides for assessment of a portion of project costs to benefitted property owners. Payment by the benefitted property owner of the assessed costs can be in total at the completion of the project or certification for payment with property taxes over a period of time.

The Mayor and City Council are interested in receiving your thoughts on some of the issues related to the street reconstruction. Below are a few questions that may help begin the discussion of the issues.

- A. Sanitary sewer service lines. Some sanitary service lines are expected to have deterioration or repair and maintenance issues that may impact operation. Some sanitary sewer service lines are constructed of materials that may have served its useful life. With that information, do you support replacement of sanitary sewer service lines as part of the street reconstruction project?

XXX ☐ Yes

☐ No

Comment: 1. If the cost is within reason. My sewer lines come in from the alley.
2. I intend to replace the sewer line to my office.

If you do support replacement of sanitary sewer service lines, how should the costs be paid?

- ☐ Direct payment by property owner to City
- XXX ☐ Special Assessment to be paid with property taxes
- ☐ Other, please comment

Comment: 1. Depending on how and when it is paid. If I sell, what happens then?

- B. Water service lines. The United States Environmental Protection Agency through the Iowa Department of Natural Resources is mandating the replacement of lead-related water service lines under the Lead and Copper Rule Revisions. Some water service lines in the project area have been identified as lead service lines under the Rule. Do you support replacement of the Rule defined lead service lines as part of the street reconstruction project?

- XXX ☐ Yes
- ☐ No

Comment: 1. Replaced my line in the last 10 years.
2. I intend to replace the water line to my building as part of the project.

If you do support replacement of lead water service lines as defined in the Rule, how should the costs be paid?

- ☐ Direct payment by property owner to City
- XXX ☐ Special Assessment to be paid with property taxes
- ☐ Other, please comment

Comment: _____

- C. Sidewalks. The City is responsible for identifying sidewalk deficiencies, such as cracked or faulted panels, and notifying the adjacent property owner of the required repairs. Do you support evaluation of all sidewalks within the street reconstruction project area with repair or reconstruction included in the project contract?

- XX ☐ Yes
- X ☐ No

Comment: 1. I intend to replace portions or all of the sidewalk on the east side of my property (Adams Street side)

If you do support sidewalk evaluation and repair or reconstruction as part of the project, how should the costs be paid?

- X ☐ Direct payment by property owner to City
- X ☐ Special Assessment to be paid with property taxes
- ☐ Other, please comment

Comment: _____

D. Driveways. Street reconstruction will have a minor impact on some driveways; for example, apron removal and replacement. Some driveways may require extensive reconstruction to attempt to conform to current design standards. Do you support extensive reconstruction of driveways to attempt to conform to current design standards?

- XX ☐ Yes
- ☐ No

Comment: 1. N/A

2. I have no driveway on the east side (Adams Street) of my property.

If you do support extensive driveway reconstruction, how should the costs be paid?

- X ☐ Direct payment by property owner to City
- X ☐ Special Assessment to be paid with property taxes
- ☐ Other, please comment

Comment: _____

E. General Comments: 1. Will the cost pass on to the next buyer of the property?

2. I support the Adams Street project.

Thank you for your input on this very important City project.

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager 

FROM: Brad Burke, Chief of Police 

DATE: October 4, 2022

SUBJECT: ATV, Golf Cart, UTV, & Snowmobile Ordinance Discussion

I have created a draft ordinance which would authorize the operation of UTVs on City streets. The ordinance also addresses the use of ATVs and snowmobiles on City streets under certain conditions. For many years, the City of Carroll, has controlled golf cart operation through a resolution that was passed by council. This draft ordinance will codify that resolution.

RECOMMENDATION: Council discussion of the ordinance for operation of ATV, golf cart, UTV, and snowmobile use on public streets.

CHAPTER 75

ALL-TERRAIN VEHICLES, GOLF CARTS, OFF-ROAD UTILITY VEHICLES, AND SNOWMOBILES

75.01 Purpose	75.05 Parking
75.02 Definitions	75.06 Prohibited Streets
75.03 Places of Operation	75.07 Penalty
75.04 Negligence	

75.01 PURPOSE.

The purpose of this chapter is to regulate the operation of all-terrain vehicles, golf carts, snowmobiles, off-road motorcycles, and off-road utility vehicles within the city.

75.02 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. “All-terrain vehicle” or “ATV” means a motorized vehicle, with not less than three and not more than six non-highway tires, that is limited in engine displacement to less than one thousand (1,000) cubic centimeters and in total dry weight to less than one thousand two hundred (1,200) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. “Golf Cart” means a four wheeled recreational vehicle generally used for the transportation of person(s) in the sport of golf, that is limited in engine displacement to less than 800 cubic centimeters (or the electric equivalent) and total dry weight of less than 800 pounds. Note that a vehicle with the appearance of a “Golf Cart” but satisfying the requirements of 49 CFR 571.500 (*ie.*, is “low speed vehicle”) is not subject to this chapter but rather to the Code of Iowa 321.381A.
3. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

4. "Off-road utility vehicle" or "UTV" means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "Off-road utility vehicle" includes the following vehicles:
 - A. "Off-road utility vehicle - type 1" means an off-road utility vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.
 - B. "Off-road utility vehicle - type 2" means an off-road utility vehicle, other than a type 1 off-road utility vehicle, with a total dry weight of two thousand pounds or less, and a width of sixty-five inches or less.
 - C. "Off-road utility vehicle - type 3" means an off-road utility vehicle with a total dry weight of more than two thousand pounds, or a width of more than sixty-five inches, or both.

(Code of Iowa, Sec. 321I.1)

5. "Registration" means licensing through the Iowa Department of Natural Resources through a county recorder.

(Code of Iowa, Sec 321I.4)

6. "Snowmobile" means a motorized vehicle weighing less than one thousand pounds which uses sled-type runners or skis, endless belt-type tread with a width of forty-eight inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. "Snowmobile" does not include an all-terrain vehicle, as defined in Section 321I.1, which has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

75.03 PLACES OF OPERATION

1. Streets.
 - A. A registered ATV may only be operated on city streets only under the following circumstances:
 1. Operator is at least 18 years of age and possesses a valid driver's license
 2. Snow removal via attached snowplow or blade.
 3. Response to an emergency during the period of time when travel on roadways is impractical for conventional motor vehicles.
 4. Special public events and/or other times as authorized by the Police Chief.

B. A golf cart may be operated on city streets only under the following circumstances:

1. Operator is at least 18 years of age and possesses a valid driver's license.
2. On a direct route to and from the golf course and the residence or place of storage of the golf cart owner.
3. Must be equipped with a slow-moving vehicle sign and a bicycle safety flag.
4. Operate between sunrise and sunset.

C. A registered UTV may be operated on city streets only under the following circumstances:

1. Operator is at least 18 years of age and possesses a valid driver's license.
2. Shall comply with all traffic laws of the city and the state.
3. Operate between the hours of 6:00 a.m. and 10:00 p.m.
4. On a street with a designated speed limit of 35 mph or less.

D. A registered snowmobile may be operated on city streets under the following circumstances:

1. Only upon streets which have not been plowed during the snow season
2. Emergencies. Snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadways renders travel by conventional motor vehicles impractical.
3. Trails. Snowmobiles may be operated on trails designed by the controlling authority.

2. Prohibited Areas

- A. No ATV, snowmobile, or UTV shall be operated in public parks, golf courses, sports facilities including Merchants Park, Youth Sports Complex, and slow pitch fields, or private property without express consent of property owner.
- B. No golf cart shall be operated in public parks, sports facilities including Merchants Park, Youth Sports Complex, and slow pitch fields, or private property without express consent of property owner.

75.04 NEGLIGENCE.

1. The owner and operator of an ATV, golf cart, snowmobile or UTV is liable for any injury or damage occasioned by the neglect operation of the ATV, golf cart, snowmobile, or UTV.

(Code of Iowa, Sec. 321G.19)

75.05 PARKING

- A. UTVs may be parked in city parking lots or any other city street where vehicle parking is permitted as allowed in chapter 69 of this code of ordinances.

75.06 PROHIBITED STREETS

- A. ATVs, golf carts, UTVs, and snowmobiles shall not be operated upon Highway 71 and Highway 30.
- B. ATVs, golf carts, UTVs, and snowmobiles may cross Highway 71 and Highway 30 as authorized in this chapter.

75.07 PENALTY

- A. In addition to any violations applicable under state or city law, persons violating this chapter may be cited under chapter 1.14 of this code of ordinances.

DRAFT

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: October 6, 2022

SUBJECT: BTC, Inc. (dba Western Iowa Networks)
Certificate of Completion for Minimum Improvements and
Certificate of Completion for Public Improvements

On October 12, 2020, BTC, Inc. (dba Western Iowa Networks) received an incentive from the City of Carroll in the form of a Tax Increment Financing (TIF) rebate in an amount up to \$200,000 for them to complete storm water improvements adjacent to their new building at the NE corner of Market St and Kittyhawk Ave. Attached is a copy of the approved Development Agreement related to this incentive.

As part of this agreement, the “Developer agrees that it will cause the Minimum Improvements and the Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City.” The plans that were created by the architect representing the developer required certain testing and inspections on the storm water improvements be completed by the contractor and their private inspector. Unfortunately, these inspections were not completed. Attached to this memo is a memo from City Engineer Randy Krauel that outlines these inspections.

City staff did complete a field review of the constructed storm sewer and junction chamber. The field review did not show any visible deficiencies. Since part of the storm water improvements are underground and not visible, along with the lack of required testing, staff can only make a qualified recommendation for acceptance of the storm sewer and junction chamber. See attached memo from Randy Krauel.

RECOMMENDATION: Mayor and City Council discuss and consider approving a Certificate of Completion for Minimum Improvements and a Certificate of Completion for Public Improvements related to the Western Iowa Networks project at 1780 Kittyhawk Ave.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: October 3, 2022

SUBJECT: Western Iowa Networks
Market Street Storm Sewer and Junction Chamber

The City did not perform reviews during construction of the junction chamber or storm sewer constructed adjacent to Market Street by Western Iowa Networks. Information was requested post-construction to attempt to determine if the structure and storm sewer construction conformed to City requirements. The information requested and received is listed below.

Requested

Received/Reviewed

Plan of Record

None Received

Daily Inspection Records

None Received

Material Submittals:

Structural Concrete and Additives

Portland Cement Certification

Fly Ash Certification

Air Entraining Admixture Product Data

Water Reducing Admixture Product Data

Water Stop Product Data

Aggregates

Concrete Sand Gradation

Coarse Aggregate Gradation

Alkali-Reactivity Testing

Reinforcing Steel

Mill Certification

Tie Details

Structural Concrete Mix Design

Received

Special Inspection Reports

None provided by Terracon

Fill Compaction
Reinforcing Steel Placement
Concrete Air Entrainment
Concrete Slump
Concrete Compressive Strength

In addition, Western Iowa Networks contractor provided the following:

Storm Sewer Pipe

Shop Drawings
Product Data

Storm Sewer Casting

Shop Drawings

On June 7, 2022, City personnel field reviewed the constructed storm sewer and junction chamber. The storm sewer interior was video reviewed using the City's equipment. The junction chamber interior was physically reviewed by entry of City personnel. Neither the video review of the storm sewer interior nor the physical review of the junction chamber interior resulted in any visual construction deficiencies.

Recommendations for acceptance of public improvements are based on materials review, construction observation and appropriate testing during construction. For the storm sewer and junction chamber there was no materials pre-approval or construction observation and testing. Any conclusion as to conformance of the construction of the storm sewer and junction chamber with City requirements can now only be based on post-construction materials review and visual observation. Post-construction materials information review indicated that the materials, included in the information provided, substantially complied with City requirements. Visual, post-construction review of the storm sewer and junction chamber interiors did not indicate any construction deficiencies that would fail to conform to City requirements.

RECOMMENDATION: Recommendation for acceptance of the Market Street storm sewer and junction chamber is qualified by the materials information provided and post-construction visual observation.

RMK:ds

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

BTC, INC.

October 12, 2020

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the 12 day of October, 2020, by and between the CITY OF CARROLL, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended ("Urban Renewal Act"), and BTC, INC., an Iowa for profit company having offices for the transaction of business at 112 East Main Street, Breda, IA 51436 ("Developer"). The City and Developer are Parties to this Agreement.

WITNESSETH:

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

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

Commencement Date means the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, pandemics, or the acts of any federal, State, or local governmental unit (other than the City, with respect to a City-claimed delay).

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

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

Westfield Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. The Developer is an Iowa for profit company, duly organized and validly existing under the laws of the State of Iowa and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely

affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

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

i. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements or Public Improvements, as applicable, may be lawfully constructed.

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

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

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

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

n. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements and Public Improvements in accordance with the Construction Plans contemplated in this Agreement.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

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

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

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

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

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

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

Section 3.4. Certificates of Completion.

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

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

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

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

Section 3.5. Dedication of Public Improvements. Upon notice of completion of the Public Improvements, the City shall inspect the Public Improvements and determine whether they

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

Section 3.6. No Special Legal Entitlements to Public Improvements.

a. Developer recognizes and agrees that upon dedication to the City the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements.

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

Section 3.7. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given Project of the Public Improvements shall remain in effect until construction of such Public Improvements is completed, at which time a four-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees.

Section 3.8. Real Property Taxes. Developer or its successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

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

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

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

ARTICLE IV. INSURANCE

Section 4.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and Public Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

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

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

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

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

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

ARTICLE V. FURTHER COVENANTS OF DEVELOPER

Section 5.1. Maintenance of Development Property. Developer will maintain, preserve, and keep the Development Property, including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to their business and affairs relating to this Project, and will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws/Non-Discrimination. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements, Public Improvements, and Development Property. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 5.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

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

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (prorated for the first certification), as shown in Developer's Annual Certification in Section 5.6. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Developer does not meet the requirements of this Section 5.5. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 5.6. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current

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

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

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

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

Section 5.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements and Public Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements and Public Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements and Public Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements and Public Improvements shall be constructed and completed free and clear of any mechanic's liens,

materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements and Public Improvements shall be paid when due.

ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer or its successors or assigns, agree that (except with respect to the dedication of any right of way to the City) the Minimum Improvements and Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. ECONOMIC DEVELOPMENT GRANTS

Section 7.1. Economic Development Grants.

a. Payment of Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement at the time of each payment, to make up to six (6) consecutive semi-annual payments of Economic Development Grants to the Developer under the following terms and conditions.

i. Schedule of Grants. Assuming completion of the Minimum Improvements by May 1, 2021, full assessment of the Minimum Improvements on January 1, 2022, timely certification of the Public Improvement costs by Developer, and debt certification to the Carroll County Auditor by the City prior to December 1, 2022, the Economic Development Grants shall commence on December 1, 2023, and end on June 1, 2026, under the following schedule:

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

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

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

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

iv. Certification of Public Improvement Costs. The obligation of the City to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Developer Certification required under Section 5.8 hereof and the City's approval thereof. Developer must submit accurate and sufficient documentation of the Public Improvement Costs to the City as part of its Developer Certification.

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

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

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 7.1(a)(ii).

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

Section 7.3. Source of Grant Funds Limited.

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

b. Each Economic Development Grant is subject to annual appropriation by the City Council of the City (the "City Council"). The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 7.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term

hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 7.1, is not authorized or is not an otherwise appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) semi-annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 7.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 7.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer under this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE VIII. RESERVED

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, Public Improvements (until such time as they are conveyed to the City), or Development Property.

b. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements and, until accepted by the City, the Public Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Public Improvements, Minimum Improvements, or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

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

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

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

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

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

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

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

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

g. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

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

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity’s reorganization under any present or

future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof; or

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of any Mortgage (but only to the extent the City has been informed in writing of the existence of a Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificates of Completion;

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; or

e. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall

be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, and the City prevails in an action to enforce this Agreement, Developer agrees that it shall, upon demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to BTC, Inc., 112 East Main Street, Breda, Iowa 51436, Attn: Jeff Roiland, CEO;
- b. In the case of the City, is addressed to or delivered personally to the City at 627 North Adams Street, Carroll, Iowa 51401, Attn: Laura Schaefer, City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

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

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

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

Section 11.9. Memorandum of Agreement. The Parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in their names and behalf by its authorized representative, all on or as of the day first above written.

[Signatures start on the next page]

(SEAL)

CITY OF CARROLL, IOWA

By: 

Eric Jensen, Mayor

ATTEST:

By: 

Laura Schaefer, City Clerk

STATE OF IOWA

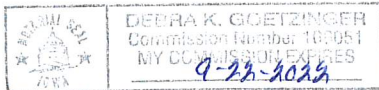
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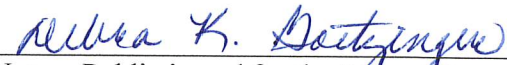
) SS

COUNTY OF CARROLL

)

On this 12th day of October, 2020, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.




Notary Public in and for the State of Iowa

BTC, INC.,
an Iowa for profit company

By:

Jeff Roiland
Jeff Roiland, CEO

STATE OF Iowa)
) SS
COUNTY OF Carroll)

On this 28th day of September, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Roiland, to me personally known, who, being by me duly sworn, did say that he is the CEO of BTC, Inc. and that said instrument was signed on behalf of said company; and that the said CEO as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Kevin Skinner
Notary Public in and for the State of Iowa



EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

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

Parcel No. 06-14-376-003

EXHIBIT B-1

MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

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

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

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

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

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

EXHIBIT B-2
(7 pages)

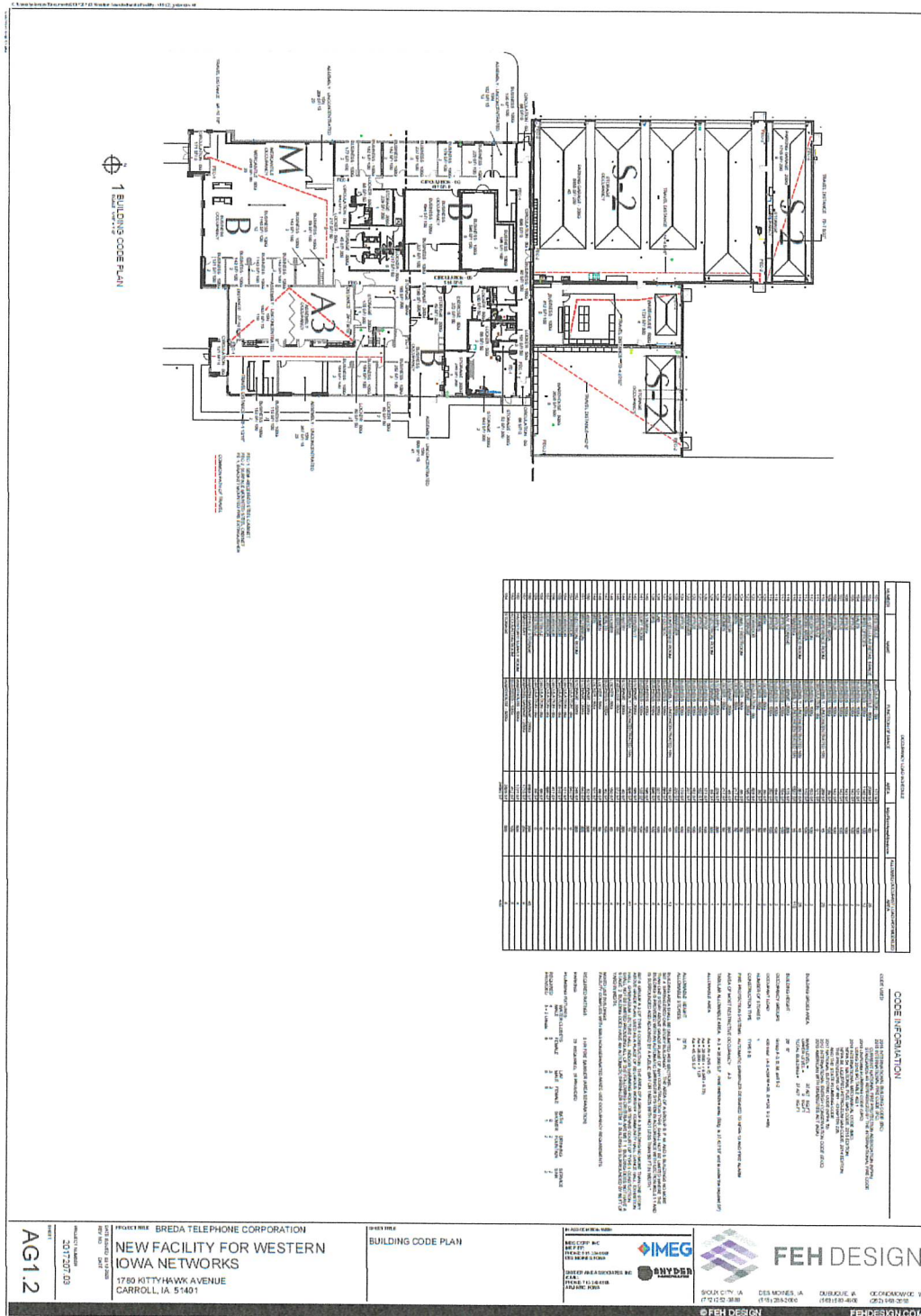
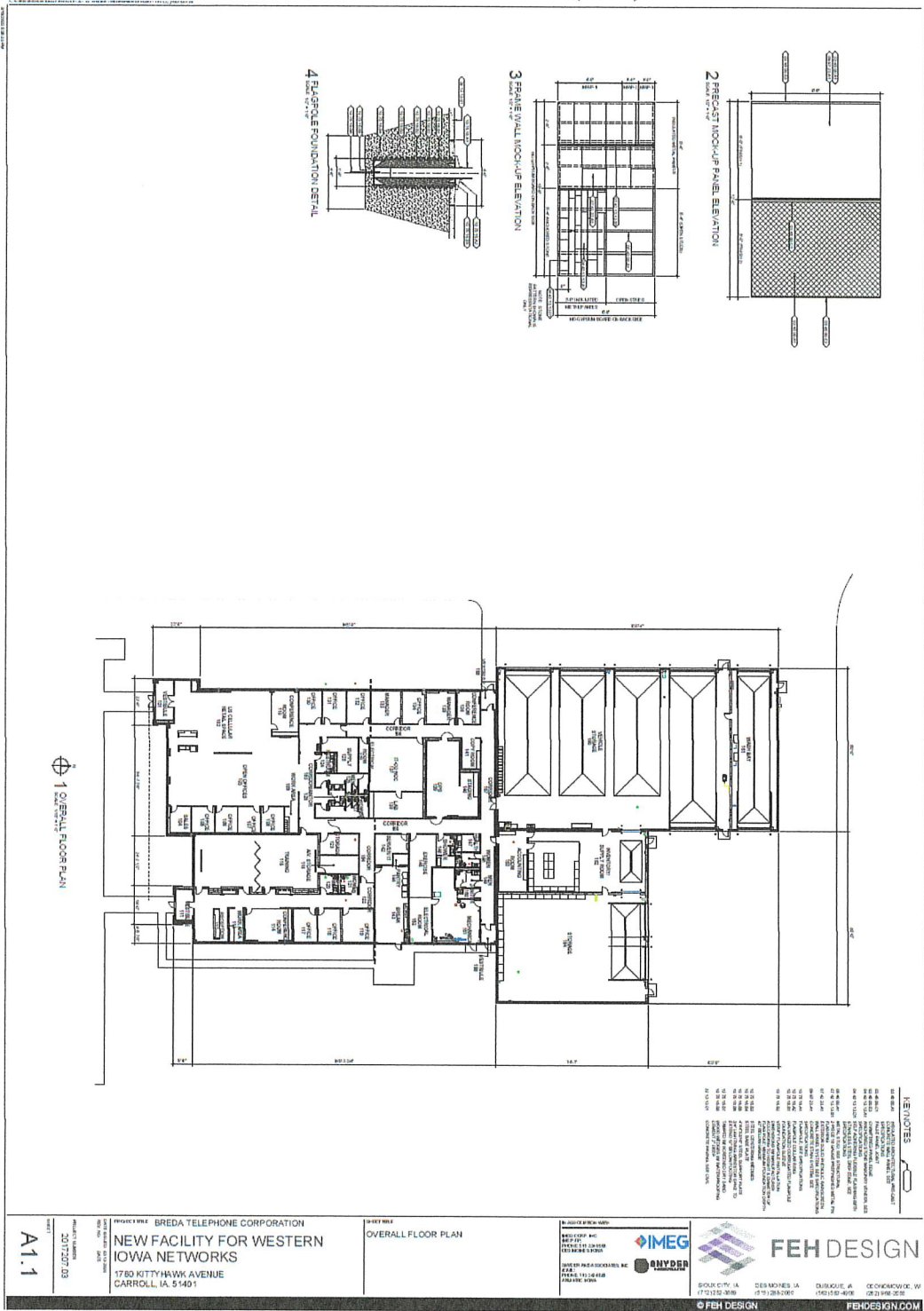
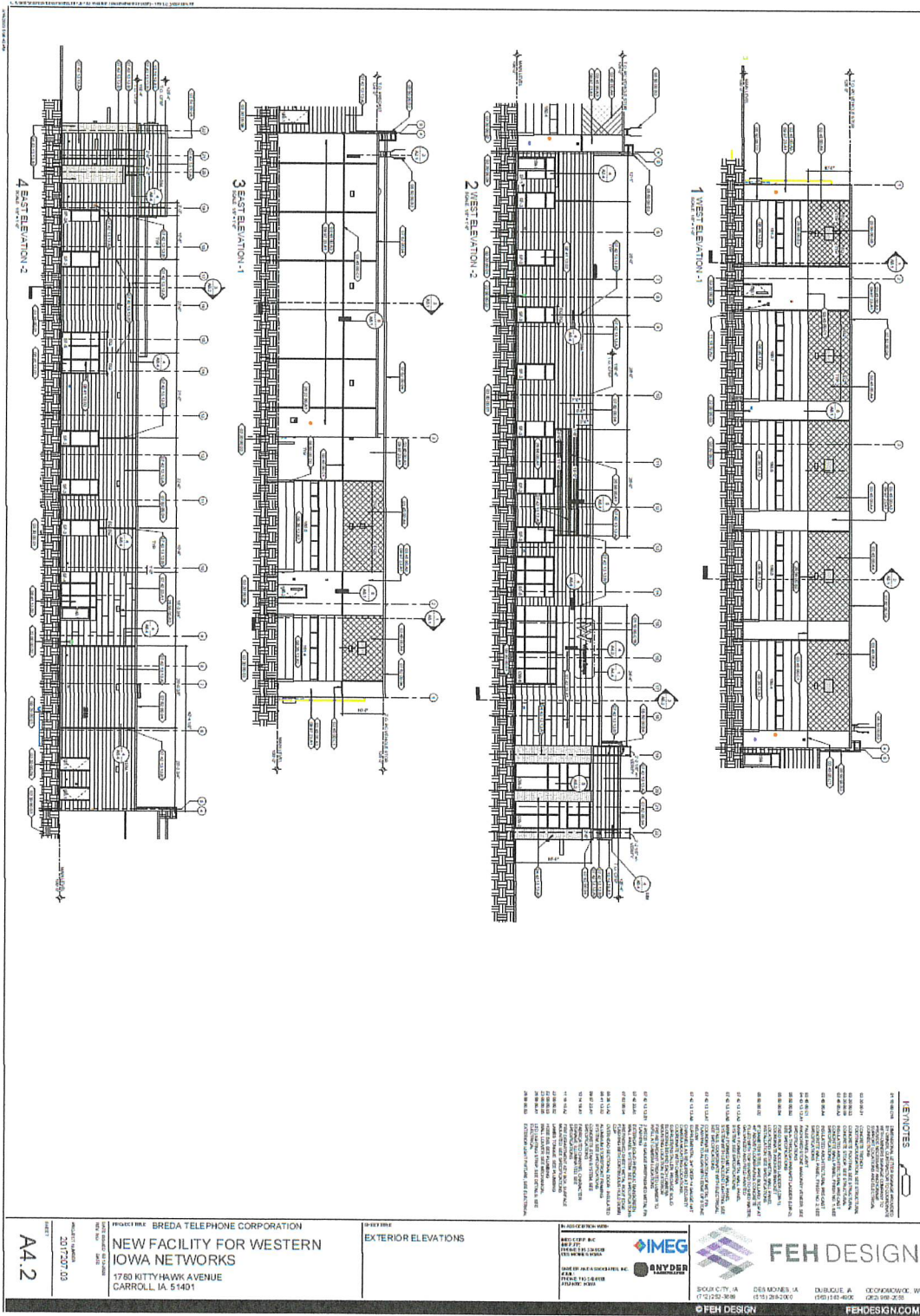


EXHIBIT B-2 (cont.)



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EXHIBIT B-2 (cont.)



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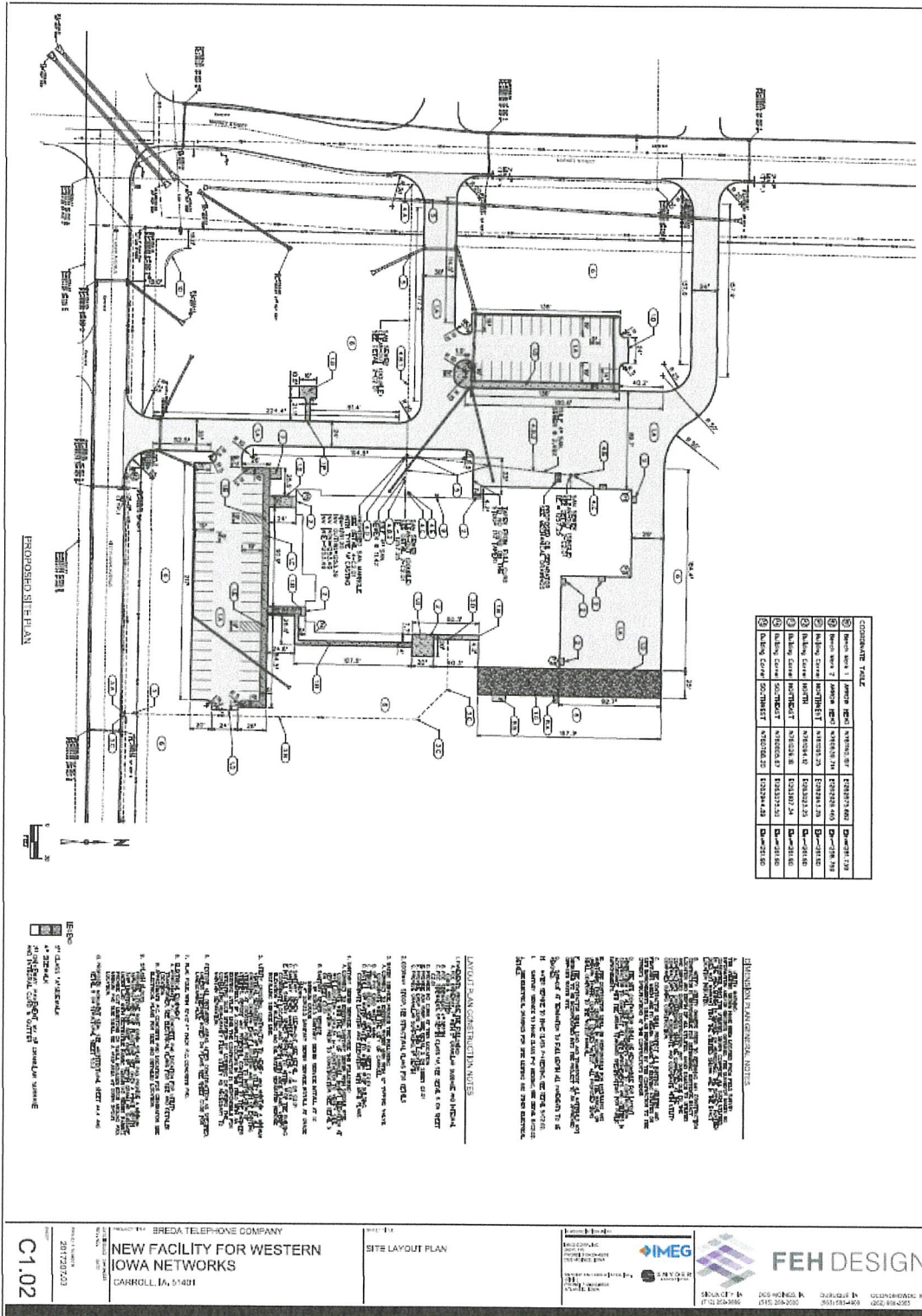


EXHIBIT C-1
CERTIFICATE OF COMPLETION
MINIMUM IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

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

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

[Signatures Start on Next Page]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 20__, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion for Minimum Improvements]

EXHIBIT C-2
CERTIFICATE OF COMPLETION
PUBLIC IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

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

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

[Signatures Start on Next Page]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion for Public Improvements]

Instrument #: 2020-3414
10/14/2020 10:08:30 AM Total Pages: 3
MIS MISCELLANEOUS
Recording Fee: \$ 17.00
Ashten Wittrock, Recorder, Carroll County Iowa



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

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the "City") and BTC, Inc. (the "Developer") did on or about the 12 day of October, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Westfield Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Westfield Urban Renewal Area, more particularly described as follows:

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

Parcel No. 06-14-376-003

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the 12 day of October, 2020 and terminates on December 31, 2026, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private

Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the 12 day of October, 2020.

(SEAL)

CITY OF CARROLL, IOWA

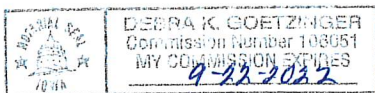
By: 
Eric Jensen, Mayor

ATTEST:

By: 
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 12th day of October, 2020, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for City of Carroll]

BTC, INC.,
an Iowa for profit company

By: _____

Jeff Roiland, CEO

STATE OF Iowa

)

) SS

COUNTY OF Carmel

)

On this 28th day of September, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Roiland, to me personally known, who, being by me duly sworn, did say that he is the CEO of BTC, Inc. and that said instrument was signed on behalf of said company; and that the said CEO as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Kevin Skinner

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Developer]



EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due by October 15th, or in the case of the first Annual Certification, by the 15th day of the 15th month following a certificate of occupancy, as required under terms of Development Agreement)

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

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

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

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

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

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

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

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

Signed this _____ day of _____, 20____.

BTC, INC.

By: _____

Print Name: _____

Its: _____

EXHIBIT F
DEVELOPER CERTIFICATION OF PUBLIC IMPROVEMENT COSTS

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

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

If you need additional space please attach another table.

Attach actual receipts and invoices

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

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

BTC, INC.,
an Iowa for profit company

By: Jeff Roiland, CEO

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff Roiland, to me personally known, who, being by me duly sworn, did say that he is the CEO of BTC, Inc. and that said instrument was signed on behalf of said company; and that the said CEO as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Developer Certification of Costs]

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EXHIBIT C-1
CERTIFICATE OF COMPLETION
MINIMUM IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

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

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

[Signatures Start on Next Page]

(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 _____, 20, before me a Notary Public in and for said State, personally appeared Mark 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, Iowa]

EXHIBIT C-2
CERTIFICATE OF COMPLETION
PUBLIC IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

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

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

[Signatures Start on Next Page]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 20, before me a Notary Public in and for said State, personally appeared Mark 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, Iowa]

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: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: October 5, 2022
SUBJECT: Carroll Recreation Center Improvements Project- 2021
• Change Order No. 1

During initial construction for the Carroll Recreation Center Improvements Project, specifically on the north storage demolition and groundwork, Certified Testing Services made engineers from RDG Planning & Design and Badding Construction aware that the current soil conditions are not of high enough quality for compaction or stabilization of the new addition. RDG Planning & Design has engineered the new plans for geo gridding the area to allow for adequate stabilization for the footings and foundation of the new addition.

The added work includes over excavation to prepare the site, 64 tons of 3" crushed limestone, 140 tons of 1.5" limestone (both placed and compacted), and final grade and compaction of the soil on site.

Total Amount of Change Order No. 1	\$ 29,564
------------------------------------	-----------

Total Original Contract Costs	\$6,265,300
Change Order No. 1	\$ 29,564
New Contract Sum	\$6,294,864

Survey, Geo, Permits	\$ 35,000
FF & E	\$ 15,000
Design Expenses	\$ 539,505
Misc.	\$ 186,000
Construction Contingency	\$ 312,265
New Contract Sum	\$6,294,864
Total Cost of Work	\$7,382,634

LOST Debt	\$5,620,000
LOST Collections	\$1,000,000
General Obligation Debt	\$ 700,000
General Fund (AHU Funding)	\$ 157,000
Hotel/Motel (AHU Funding)	\$ 50,000
<u>LOST (AHU Funding)</u>	<u>\$ 100,000</u>
Total Current Funding	\$7,627,000

Note: the contract time will be increased by fifteen (15) days and the new substantial completion date will be October 20, 2023.

Attached is the Change Order No. 1 and the scope of work.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Change Order No. 1 in the amount of \$29,564.00 for the Carroll Recreation Center Improvements Project.



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Carroll Recreation Center Building
Improvements 2021
716 N Grant Road
Carroll, Iowa 51401

CONTRACT INFORMATION:
Contract For: Carroll Recreation Center
Building Improvements 2021
Date: 6.16.2022

CHANGE ORDER INFORMATION:
Change Order Number: 01
Date: 9.26.2022

OWNER: (Name and address)
City of Carroll
627 N Adams Street
Carroll, Iowa 51401
Phone Number: 712-792-1000

ARCHITECT: (Name and address)
RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309
Architect's Project No.: R3003.272.01

CONTRACTOR: (Name and address)
Badding Construction
814 West 9th Street
Carroll, Iowa 51401
Phone Number: 712-792-4123

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- 1) See attached CCD #01, describing the work to be included as part of Change Order #01. Soil stabilization at the North addition, as described.

TOTAL CHANGE: \$

The original Contract Sum was	\$ 6,265,300.00
The net change by previously authorized Change Orders	\$ 0
The Contract Sum prior to this Change Order was	\$ 6,265,300.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 29,564.00
The new Contract Sum including this Change Order will be	\$ 6,294,864.00

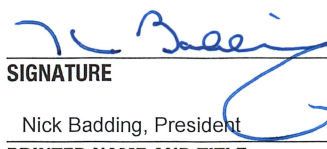
The Contract Time will be increased by fifteen (15) days.
The new date of Substantial Completion will be October 20, 2023.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RDG Planning & Design
ARCHITECT (Firm name)

SIGNATURE
Brad Rodenburg, AIA, Project Manager
PRINTED NAME AND TITLE
9.26.2022
DATE

Badding Construction
CONTRACTOR (Firm name)

SIGNATURE
Nick Badding, President
PRINTED NAME AND TITLE
09/27/2022
DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

AIA Document G714™ – 2017

Construction Change Directive

PROJECT: (name and address)
 Carroll Recreation Center Building
 Improvements 2021
 716 N Grant Road
 Carroll, Iowa 51401

CONTRACT INFORMATION:
 Contract For: Carroll Recreation Center
 Building Improvements 2021
 Date: 6.16.2022

CCD INFORMATION:
 Directive Number: 001
 Date: 9.13.2022

OWNER: (name and address)
 City of Carroll
 627 N Adams Street
 Carroll, Iowa 51401
 Phone Number: 712-792-1000

ARCHITECT: (name and address)
 RDG Planning & Design
 301 Grand Avenue
 Des Moines, IA 50309
 Architect's Project Number: R3003.272.01

CONTRACTOR: (name and address)
 Badding Construction
 814 West 9th Street
 Carroll, Iowa 51401
 Phone Number: 712-792-4123

The Contractor is hereby directed to make the following change(s) in this Contract:
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

- 1) Soil Stabilization for the new, north addition to the existing building, as described by the contract documents. See attached for further explanation and cost breakdown of the proposed work.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is:
 - ☒ Lump Sum increase of \$29,564.00.
 - ☐ Unit Price of \$ per .
 - ☐ Cost, as defined below, plus the following fee:
 (Insert a definition of, or method for determining, cost)

☐ As follows:

2. The Contract Time is proposed to remain the same. The proposed adjustment, if any, is 0 days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

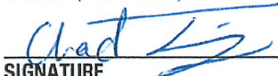
Contractor signature indicates agreement with the proposed adjustment in Contract Sum and Contract Time set forth in this CCD.

RDG Planning & Design
ARCHITECT (Firm name)

SIGNATURE

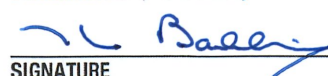
Brad Rodenburg, AIA, Project Manager
PRINTED NAME AND TITLE

9.13.2022
DATE

City of Carroll
OWNER (Firm name)

SIGNATURE

Chad Tiemeyer, Parks & Rec Director
PRINTED NAME AND TITLE

9/13/2022
DATE

Badding Construction
CONTRACTOR (Firm name)

SIGNATURE

Nick Badding, President
PRINTED NAME AND TITLE

09/13/2022
DATE

Contractor's Cost Summary

Project : **Carroll Recreation Center**
 Building Improvements Project 2021

Reference: Soil Stabilization

Contractor: Badding Construction Company
 Carroll, Iowa

Date: 9/2/2022

1.) Labor	\$260.00	
2.) Materials	\$0.00	
3.) Equipment	\$0.00	
4.) Subtotal (lines 1 thru 3)		\$260.00
5.) Overhead & Profit (10.0% of line 4)		\$26.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a. Daniel's Dozers	\$27,605.00	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		\$27,605.00
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$1,380.25
10.) Subtotal (lines 4, 5, 6, 8 and 9)		\$29,271.25
11.) Insurance & Performance Bond @ 0.10%		\$292.71
12.) Total Cost (lines 10 & 11)		\$29,564.00
13.) Adjustment in Contract Time (calendar days):		0 days

DANIEL'S DOZERS, LLC

24678 Kittyhawk Ave

Carroll, IA 51401

(712) 792-1900



Badding Construction
814 9th St W
Carroll, IA 51401

As of
9/1/2022

Description of Work		Rate	Sub-Total
The following is for the Rec Center, Carroll, IA.			
Over excavation of building area, stockpile soil on site.	437 CY	\$5.00	\$2,185.00
Geogrid installed.	1	\$1,000.00	\$1,000.00
3" clean crushed limestone place & compact.	64 tons	\$80.00	\$5,120.00
1.5" minus crushed limestone Place & compact.	140 tons	\$80.00	\$11,200.00
Fill, grade & compact with on site soil.	540 CY	\$15.00	\$8,100.00
Amount Due			\$27,605.00

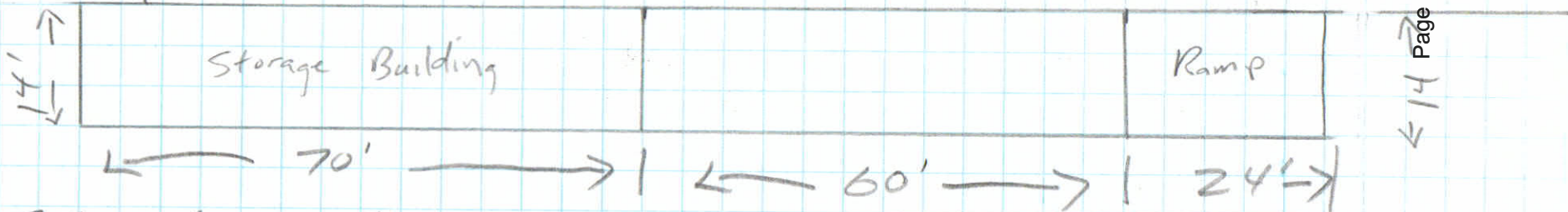
If you should have any questions, please contact Mike Daniel at
cell 712-830-4360 or home 712-792-1900

8-31-22

Rec Center

Existing Building

FF = 1.3



7.3 = Average Elev of Rock

1.8 = Dirt Elev

8.3 = Average Elev of Rock

0.5 = Fill to Bottom of New Footing

1.5 Fill to Bottom of Footing

1" = 20 FT

FF = 1.3

5.5 Bottom of Footing below FF
6.8 = Bottom of Footing Elev

8-31-22

Mike & Daniel



814 West 9th Street
Carroll, Iowa 51401

Phone: 712-792-4123
Fax: 712-792-6719

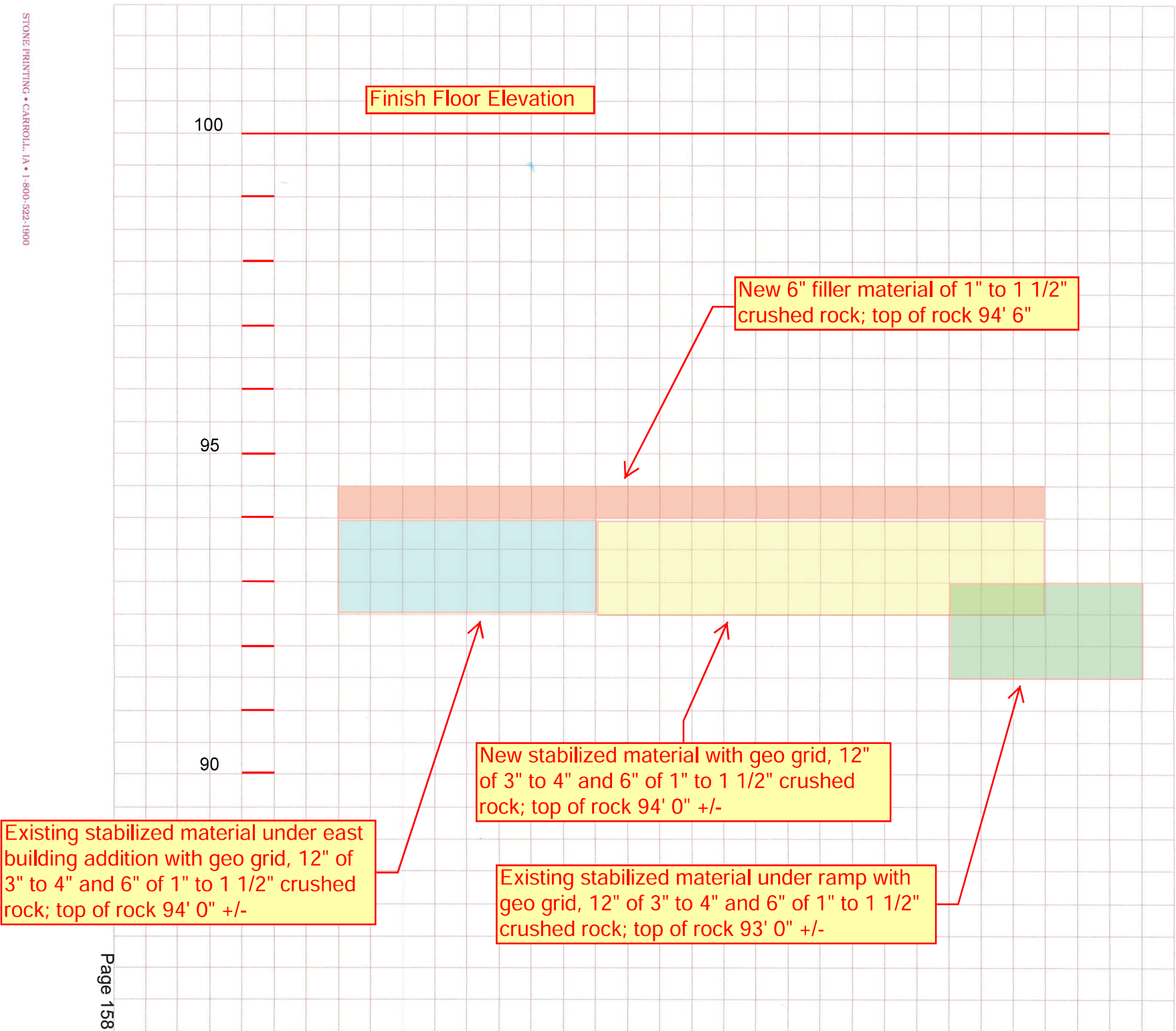
Job Name
Carroll Rec Center

Date
09 01 2022

Page
2 of 2

Subject
Soil Stabilization Cross Section

By





2015 Addition

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: October 6, 2022

SUBJECT: Request to Amend the Private Development Agreement between the City of Carroll and 704 Development Corp. related to the development of Rolling Hills South Condominiums

On August 27, 2018 the City of Carroll approved a development agreement between the City of Carroll and 704 Development Corp. related to Rolling Hills South Condominiums. The Development Agreement outlines the terms and conditions of the proposed incentive of \$72,000 to 704 Development Corporation in support of their Workforce Housing Tax Credit (WHTC).

The development agreement required that the public infrastructure was to be completed by June 1, 2020 and the construction of the residential buildings was to be completed on or by March 1, 2021. While the infrastructure was completed by June 1, 2020, the residential buildings were not completed by March 1, 2021. Due to this, the City cannot pay the \$72,000 incentive without first amending the development agreement.

In their request, 704 Development Corporation noted that their project faced delays starting with COVID-19 which has now extended to supply chain issues and labor shortages with contractors. Due to this they have requested that the City amend the development agreement and extend the deadline to complete the residential building to December 31, 2023.

RECOMMENDATION: Mayor and City Council discuss and provide direction on if the City should begin the process of amending the Private Development Agreement between the City of Carroll and 704 Development Corp. related to the development of Rolling Hills South Condominiums.



704 West Highway 30
Carroll, IA 51401

Phone (712) 792-2580
Fax (712) 792-0440

GENERAL CONTRACTING

LAND DEVELOPMENT

October 6, 2022

Mr. Mike Pogge-Weaver
City Manager
City of Carroll, Iowa

RE: Rolling Hills South Development Agreement with 704 Development Corp.

Dear Mike,

We would like the city council to consider an amendment to our agreement with the city for our condo project on Westridge Drive.

The original agreement had a completion date of March 1, 2021 but it was not completed by then.

We had delays starting with covid and since then have included supply chain issues and labor shortages with our contractors.

We have the fifth of six buildings being framed now, and will dig a basement for the last building next spring.

We respectfully request an extension of our agreement until December 31, 2023.

Sincerely,


Jim Greteman