



City Council Meeting

Monday, October 24, 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. Introduction of New Employees

- Eric Steinkamp - Municipal Service Worker
- Tim Stork - Water Plant Operator
- Trent Steffes - Aquatics and Fitness Program Specialist

4. Consent Agenda

a. Approval of Minutes of the October 10 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- Renewal of Class "C" Liquor License with Outdoor Service and Sunday Sales - *Rancho Grande*
- Renewal of Class "E" Liquor License with Class "C" Beer Permit and Class "B" Wine Permit - Fareway Stores, Inc. #409

- Renewal of Class “C” Beer Permit with Class “B” Wine Permit and Sunday Sales – Hy-Vee Fast & Fresh
- Renewal of Class “C” Liquor License with Catering Privilege and Sunday Sales – Hy-Vee Market Café

d. Applications for Tax Abatement under the Carroll Urban Revitalization Plan

e. Graham Park Drainage Ditch #77 Improvement Project - Change Order No. 2

Also see item VI.D - [February 24, 2020](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020.

Also see item VI.C - [January 25, 2021](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020-2021 - Amendment to Agreement.

Also see item VIII.B - [August 23, 2021](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020-2021 - Amendment No. 2 to Agreement.

Also see item VI.C - [September 13, 2021](#) - Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost.

Also see item 6.a. - [January 24, 2022](#) - Graham Park Creek Improvements - 2022 - Amendment to Agreement.

Also see item 6.a. - [March 28, 2022](#) - Graham Park Drainage Ditch #77 Improvements - Report of Bid Opening and Consideration of Award of Contract.

Also see item 3.h. - [September 26, 2022](#) - Graham Park Drainage Ditch #77 Improvements Project - Change Order No. 1.

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 1.14 Amendment - Standard Penalty - 2nd Reading

Also see item 6.b. - [October 10, 2022](#) - Carroll City Ordinance Chapter 1.14 Amendment - Standard Penalty

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

Also see item 8.b. - [October 10, 2022](#) - ATV, Golf Cart, UTV, & Snowmobile Ordinance Discussion

7. Resolutions

a. Destination Iowa Grant Application

- Resolution - Endorsement of the Destination Iowa Grant Application

Also see item VI.D - [September 13, 2021](#) - Professional Services Agreement - Merchants Park ARPA Tourism Grant Assistance

Also see item 8.b - [April 25, 2022](#) - Carroll Merchants Park: Destination Iowa Grant Opportunity

Also see item 7.d - [May 9, 2022](#) - Destination Iowa Grant Application for Merchants Park

b. Merchants Park Lease - Carroll Merchants Baseball - 2023

- Resolution - Baseball Stadium Lease Agreement

c. Rolling Hills South Condominiums Urban Renewal Plan

- Resolution approving an Engagement Letter with Ahlers & Cooney, P.C. to Reinstitute the 704 Development Corp. Development Agreement
- Resolution fixing date for a public hearing on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.

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

Also see item 8.e - [October 10, 2022](#) - 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.

d. Villas at Governors Field Urban Renewal Plan

- Engagement Letter - Urban Renewal Plan and Development Agreement.

e. Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc.

- Annual Tax Increment Finance Appropriations Resolution for FY 2024

Also see item 4b - [December 27, 2016](#) - Development Agreement with Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc.

f. Health Insurance Partial Self-Funding Administration Proposal

8. Reports

a. City Manager Job Description and Position Profile

b. Carroll Recreation Center Improvements Project - 2021

- Change Order No. 2

Also see item VI.C - [March 8, 2021](#) - Contract for Services Agreement - Carroll Recreation Center Building Improvements Project - 2021

Also see item VII.D - [June 14, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 7.a - [December 20, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 7.c - [February 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 202

Also see item 6.a - [February 28, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 6.a - [March 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 6.e - [May 23, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 3.e - [August 22, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Construction Materials Testing Proposal

Also see item 8.d - [October 10, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Change Order No. 1

c. Set Public Hearing Date for FY 2022/2023 Budget Amendment #1

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Closed Session Pursuant Iowa Code 20.17(3) - Union Negotiations

14. Closed Session Pursuant Iowa Code 21.9 - Strategy in matters relating to employment conditions of employees of the governmental body who are not covered by a collective bargaining agreement

15. Adjourn

November Meetings:

* 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.

| Agenda published on 10/20/2022 at 5:13 PM

COUNCIL MEETING

OCTOBER 10, 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.

* * * * *

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

* * * * *

Mayor Beardmore read a proclamation declaring October 9 – 15, 2022, as Fire Prevention Week in the City of Carroll. No Council action taken.

* * * * *

It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the September 26 and October 5, 2022 Council meetings, as written; b) bills and claims in the amount of \$658,273.16; c) New 5-day Class “C” Liquor License – *Hy-Vee (Family Resource Center Fundraiser – November 3, 2022)*; d) the purchase of a 100” front mount mower for the Golf Division from Van Wall at their bid price of \$39,989.00; and e) the purchase of a 12’ rotary mower for the Parks Division from Van Wall at their bid price of \$14,371.73. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

There were no oral requests or communications from the audience.

* * * * *

Council discussed the ordinance amending the Code of Ordinances by restricting parking on the east side of Birch Street from Fifteenth Street to Eighteenth Street. Todd Jansonius, Birch Street resident, addressed Council on this issue. Council would like to discuss this ordinance in six months. No Council action taken.

* * * * *

An ordinance amending the Code of Ordinances by amending provisions pertaining to Standard Penalty (Chapter 1, Section 14) was introduced by Council Member Bordenaro.

It was moved Bordenaro, seconded by Bauer, to approve the first reading of said ordinance. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 22-91, Contract with Midwest Municipal Consulting, LLC to Complete a City Manager Search for the City of Carroll in an amount not to exceed \$10,700.00. Elizabeth Hansen, Midwest Municipal Consulting, LLC President, and Randy Toft, Carroll resident, addressed Council on this issue. On roll call, all present voted aye except Siemann voted nay. Absent: None. Motion carried.

It was moved by Schreck, seconded by Bauer, to approve Resolution No. 22-92, Appointing Jeff Cayler to Serve in the Capacity of Interim City Manager at a rate of \$52.795 per hour. Jeff Cayler and Perry Edholm, Carroll residents, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Siemann, seconded by Schreck, to approve Resolution No. 22-93, Accepting the Proposal from Layne Christensen Company for Well No. 19 Rehabilitation in the amount of \$44,685.00. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

Council recessed at 6:30 p.m.

* * * * *

Council reconvened at 6:36 p.m.

* * * * *

It was moved by Bauer, seconded by Bordenaro, to replace 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 and allow the homeowners an option to do a special assessment to replace the remainder of their sanitary sewer service line for the Adams Street Reconstruction Project. Randy Toft, Adams Street resident, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Bauer, seconded by Siemann, to replace water service lines that are included in the definition of the Lead Service Lines, all galvanized lines or as deemed necessary by the City to be replaced from the watermain to the stop box and allow the homeowners an option to do a special assessment to replace the remainder of their water service line for the Adams Street Reconstruction Project. Rebecca Fiscus, Adams Street resident, and Kent Knobbe, Carroll resident, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Bauer, seconded by Siemann, to remove and replace approximately five feet of driveways required for street paving or watermain construction and not allow an option for special assessments for the remainder of driveway replacements for the Adams Street Reconstruction Project. Ryan Gallegos, Mary Gallegos, and Perry Edholm, Adams Street residents, and Kent Knobbe, Carroll resident, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Bordenaro, seconded by Siemann, to not consider sidewalk replacement as part of the Adams Street Reconstruction project. Rebecca Fiscus, Ryan Gallegos and Matt Quandt, Adams Street residents, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

Council discussed a proposed ordinance for the operation of ATV, golf cart, UTV and snowmobile use on public streets. Jim Sanders and Julie Sanders, Carroll residents, addressed Council on this issue. No Council action taken.

* * * * *

It was moved by Bauer, seconded by Bordenaro, to approve the Certificate of Completion for Minimum Improvements for the Private Development Agreement with BTC, Inc. (related to the Western Iowa Networks project at 1780 Kittyhawk Avenue). On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Bauer, seconded by Bordenaro, to approve the Certificate of Completion for Public Improvements (Market Street storm sewer and junction chamber) including a two year maintenance bond with H&R Construction for the Private Development Agreement with BTC, Inc. (related to the Western Iowa Networks project at 1780 Kittyhawk Avenue). Jeff Roiland, BTC, Inc. CEO, and Mike Robinette, H&R Construction representative, addressed Council on this issue. On roll call, all present vote aye. Absent: None. Motion carried.

* * * * *

It was moved by Siemann, seconded by Schreck, to approve Change Order No. 1 to the Carroll Recreation Center Improvements Project – 2021 in the amount of \$29,564.00. The new contract amount is \$6,294,864.00. On roll call, all present voted aye except Bauer voted nay. Absent: None. Motion carried.

* * * * *

It was moved by Bordenaro, seconded by Bauer, to direct staff to begin the process to amend the Private Development Agreement between the City of Carroll and 704 Development

Corporation related to the development of Rolling Hills South Condominiums. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Bordenaro, seconded by Schreck, to adjourn at 8:38 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		: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		10/07/2022 THRU 10/20/2022		
PARTIALLY ITEMS DATES		: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		10/07/2022 THRU 10/20/2022		
UNPAID ITEMS DATES		:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		10/07/2022 THRU 10/20/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003940	A T & T MOBILITY	CELL PHONES/AIR CARDS	638.99	638.99-	125430	10/18/22		0.00
		** TOTALS **	638.99	638.99-				0.00
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	124.83	0.00	000000	0/00/00		124.83
01-001720	ACCESS SYSTEMS	COPIER CONNECTION ISSUE	30.00	0.00	000000	0/00/00		30.00
		** TOTALS **	154.83	0.00				154.83
01-003305	ADVANTAGE ARCHIVES LLC	MICROFILM SUBSCRIPTION	2,050.00	2,050.00-	125426	10/18/22		0.00
		** TOTALS **	2,050.00	2,050.00-				0.00
01-002370	ARNOLD MOTOR SUPPLY	CARB CLEANER	27.16	0.00	000000	0/00/00		27.16
01-002370	ARNOLD MOTOR SUPPLY	REPAIR PARTS	13.69	0.00	000000	0/00/00		13.69
01-002370	ARNOLD MOTOR SUPPLY	CAMERA TRAILER REPAIRS	40.17	0.00	000000	0/00/00		40.17
		** TOTALS **	81.02	0.00				81.02
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,673.83	1,673.83-	125423	10/18/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	316.44	316.44-	125423	10/18/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	369.75	369.75-	125423	10/18/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,184.86	1,184.86-	125423	10/18/22		0.00
		** TOTALS **	3,544.88	3,544.88-				0.00
01-000528	BLUEGLOBES LLC	RUNWAY LIGHTS REPAIRS	1,744.18	1,744.18-	125402	10/13/22		0.00
		** TOTALS **	1,744.18	1,744.18-				0.00
01-003515	BOMGAARS	STEEL TOED BOOTS MUCKBOOTS	449.97	0.00	000000	0/00/00		449.97
01-003515	BOMGAARS	SPRAYER PARTS	34.99	0.00	000000	0/00/00		34.99
01-003515	BOMGAARS	FASTENERS	5.29	0.00	000000	0/00/00		5.29
01-003515	BOMGAARS	SUPPLIES	8.00	0.00	000000	0/00/00		8.00
01-003515	BOMGAARS	CHAINSAW CHAINS	52.97	0.00	000000	0/00/00		52.97
01-003515	BOMGAARS	SUPPLIES	6.92	0.00	000000	0/00/00		6.92
01-003515	BOMGAARS	SUPPLIES	81.47	0.00	000000	0/00/00		81.47
01-003515	BOMGAARS	TAR FOR MANHOLES	45.99	0.00	000000	0/00/00		45.99
01-003515	BOMGAARS	SUPPLIES	1.69	0.00	000000	0/00/00		1.69
01-003515	BOMGAARS	SUPPLIES	33.42	0.00	000000	0/00/00		33.42
01-003515	BOMGAARS	SUPPLIES	4.58	0.00	000000	0/00/00		4.58
		** TOTALS **	725.29	0.00				725.29
01-003670	BRIGGS INC OF OMAHA	URINAL VALVE REPLACMENT	156.45	0.00	000000	0/00/00		156.45
		** TOTALS **	156.45	0.00				156.45
01-003234	BRINCKS EXTERIORS INC.	NE SHELTER HOUSE ROOF	9,029.55	0.00	000000	0/00/00		9,029.55
01-003234	BRINCKS EXTERIORS INC.	GRAHAM ROOF #2	3,056.97	0.00	000000	0/00/00		3,056.97
01-003234	BRINCKS EXTERIORS INC.	GRAHAM ROOF #1	3,056.97	0.00	000000	0/00/00		3,056.97
		** TOTALS **	15,143.49	0.00				15,143.49

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
PARTIALLY ITEMS DATES:	:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
UNPAID ITEMS DATES	:		10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003690	BROWN SUPPLY CO INC	SEWER SADDLES	740.00	0.00	000000	0/00/00		740.00
01-003690	BROWN SUPPLY CO INC	OPERATING SUPPLIES	589.20	0.00	000000	0/00/00		589.20
01-003690	BROWN SUPPLY CO INC	4" DUCTILE PIPE	648.90	0.00	000000	0/00/00		648.90
		** TOTALS **	1,978.10	0.00				1,978.10
01-003693	BRUNER & BRUNER	PLANNING/ZONING/NUISANCE	197.09	0.00	000000	0/00/00		197.09
01-003693	BRUNER & BRUNER	GENERAL WORK	904.50	0.00	000000	0/00/00		904.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	553.50	0.00	000000	0/00/00		553.50
01-003693	BRUNER & BRUNER	NUISANCE 7TH ST PROPERTY	202.50	0.00	000000	0/00/00		202.50
01-003693	BRUNER & BRUNER	POLICE/ MAGISTRATE	567.00	0.00	000000	0/00/00		567.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS	310.50	0.00	000000	0/00/00		310.50
01-003693	BRUNER & BRUNER	ZONNG & SUBDIVISION	210.35	0.00	000000	0/00/00		210.35
01-003693	BRUNER & BRUNER	PARKS & RECREATION	135.00	0.00	000000	0/00/00		135.00
01-003693	BRUNER & BRUNER	TOBACCO ENFORCEMENT	108.00	0.00	000000	0/00/00		108.00
		** TOTALS **	3,188.44	0.00				3,188.44
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	71.50	0.00	000000	0/00/00		71.50
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	70.70	0.00	000000	0/00/00		70.70
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	44.00	0.00	000000	0/00/00		44.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	278.40	0.00	000000	0/00/00		278.40
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	95.15	0.00	000000	0/00/00		95.15
		** TOTALS **	559.75	0.00				559.75
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	125410	10/13/22		0.00
		** TOTALS **	350.00	350.00-				0.00
01-000747	CARROLL AUTO SUPPLY	OIL FILTER UNIT #54	13.60	0.00	000000	0/00/00		13.60
		** TOTALS **	13.60	0.00				13.60
01-004132	CARROLL AVIATION INC.	CONTRACT	6,940.00	6,940.00-	125407	10/13/22		0.00
		** TOTALS **	6,940.00	6,940.00-				0.00
01-004155	CARROLL COUNTY	GASOLINE	6,668.79	0.00	000000	0/00/00		6,668.79
		** TOTALS **	6,668.79	0.00				6,668.79
01-004174	CARROLL COUNTY SHERIFF	FINGERPRINTS	120.00	0.00	000000	0/00/00		120.00
		** TOTALS **	120.00	0.00				120.00
01-002977	CARROLL REFUSE SERVICE	SEPT. TRASH COLLECTIONS	12,978.70	12,978.70-	125309	10/07/22		0.00
01-002977	CARROLL REFUSE SERVICE	SEPTEMBER GARBAGE	65.55	65.55-	125405	10/13/22		0.00
		** TOTALS **	13,044.25	13,044.25-				0.00
01-002998	CENTURYLINK	BACK-UP TELEPHONE	158.41	158.41-	125424	10/18/22		0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
PARTIALLY ITEMS DATES:	:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
UNPAID ITEMS DATES	:		10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-002998	CENTURYLINK	BACK-UP TELEPHONE	69.23	69.23-	125425	10/18/22		0.00
		** TOTALS **	227.64	227.64-				0.00
01-001393	CHAMPION FORD INC.	COVER WHEEL	63.39	0.00	000000	0/00/00		63.39
		** TOTALS **	63.39	0.00				63.39
01-003633	CLEANING SOLUTIONS INC	SEPTEMBER CLEANING	3,120.00	3,120.00-	125427	10/18/22		0.00
		** TOTALS **	3,120.00	3,120.00-				0.00
01-004835	COMMERCIAL SAVINGS BANK	BOND WIRE TRANSFER FEE	5.00	5.00-	000000	10/18/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	OCT WATER ACH CHARGE	125.76	125.76-	000000	10/18/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,717.60	13,717.60-	001394	10/20/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,856.60	15,856.60-	001394	10/20/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,913.84	4,913.84-	001394	10/20/22		0.00
		** TOTALS **	34,618.80	34,618.80-				0.00
01-002071	COMPUTER REPAIR & SERVICE	DOCKING STATION/COMPUTER ISSUE	361.25	0.00	000000	0/00/00		361.25
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	357.00	0.00	000000	0/00/00		357.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS	60.00	0.00	000000	0/00/00		60.00
		** TOTALS **	778.25	0.00				778.25
01-003145	CORE AND MAIN LP	OPERATING SUPPLIES	1,939.00	0.00	000000	0/00/00		1,939.00
01-003145	CORE AND MAIN LP	OPERATING SUPPLIES	137.00	0.00	000000	0/00/00		137.00
		** TOTALS **	2,076.00	0.00				2,076.00
01-003924	DELTA DENTAL	NOV. DENTAL PREMIUMS	1,109.08	1,109.08-	125429	10/18/22		0.00
		** TOTALS **	1,109.08	1,109.08-				0.00
01-005615	DEMCO EDUCATIONAL CORP.	OPERATING SUPPLIES	225.69	225.69-	125432	10/18/22		0.00
		** TOTALS **	225.69	225.69-				0.00
01-005640	DES MOINES REGISTER	SUNDAY NEWSPAPER RENEWAL	413.95	413.95-	125433	10/18/22		0.00
		** TOTALS **	413.95	413.95-				0.00
01-001965	DIANE TRACY	TRAVEL AND SUPPLIES	48.50	48.50-	125421	10/18/22		0.00
		** TOTALS **	48.50	48.50-				0.00
01-006810	ECOWATER SYSTEMS	COOLER RENT AND WATER	122.51	122.51-	125434	10/18/22		0.00
		** TOTALS **	122.51	122.51-				0.00
01-008020	FAMILY & SPECIALTY MEDICA	PHYSICAL - ANDY GOETZINGER	175.00	0.00	000000	0/00/00		175.00
		** TOTALS **	175.00	0.00				175.00
01-008050	FASTENAL COMPANY	MULTIGAS DETECTOR	838.39	0.00	000000	0/00/00		838.39

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 10/07/2022 THRU 10/20/2022	10/07/2022	THRU 10/20/2022	10/07/2022	THRU 10/20/2022
PARTIALLY ITEMS DATES:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU 10/20/2022	10/07/2022	THRU 10/20/2022
UNPAID ITEMS DATES	:	10/07/2022	THRU 10/20/2022	10/07/2022	THRU 10/20/2022

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

		** TOTALS **	838.39	0.00			838.39
01-000633	FILTER CARE	FILTER CLEANING	75.70	0.00	000000	0/00/00	75.70
		** TOTALS **	75.70	0.00			75.70
01-000013	FIRE/POLICE RETIREMENT SY MFPRSI CONTRIBUTIONS		13,518.39	13,518.39-	001395	10/20/22	0.00
		** TOTALS **	13,518.39	13,518.39-			0.00
01-003848	FIRST IMPRESSION	OCT. MALL RESTROOM CLEANING	300.00	0.00	000000	0/00/00	300.00
		** TOTALS **	300.00	0.00			300.00
01-003534	FUSEBOX MARKETING	WEB HOSTING/DOMAIN REG.	270.00	0.00	000000	0/00/00	270.00
		** TOTALS **	270.00	0.00			270.00
01-009535	GENERAL RENTAL	DRILL BITS	540.04	0.00	000000	0/00/00	540.04
		** TOTALS **	540.04	0.00			540.04
01-005410	HERALD PUBLISHING COMPANY	WEB AD	75.00	75.00-	125431	10/18/22	0.00
		** TOTALS **	75.00	75.00-			0.00
01-011831	HY-VEE INC.	PROGRAM SUPPLIES	5.94	5.94-	125436	10/18/22	0.00
01-011831	HY-VEE INC.	PROGRAM SUPPLIES	12.51	12.51-	125436	10/18/22	0.00
01-011831	HY-VEE INC.	PROGRAM SUPPLIES	37.63	37.63-	125436	10/18/22	0.00
		** TOTALS **	56.08	56.08-			0.00
01-011800	HYDRAFLO INC.	OPERATING SUPPLIES	174.50	0.00	000000	0/00/00	174.50
		** TOTALS **	174.50	0.00			174.50
01-002869	I SAW THE SIGN LLC	RESTROOM & SHOWER SIGNS	220.00	0.00	000000	0/00/00	220.00
		** TOTALS **	220.00	0.00			220.00
01-003649	ICE TECHNOLOGIES INC	TECH SUPPORT - EMAIL	143.75	143.75-	125428	10/18/22	0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	753.05	753.05-	125428	10/18/22	0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	25.00	25.00-	125428	10/18/22	0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	18.50	18.50-	125428	10/18/22	0.00
		** TOTALS **	940.30	940.30-			0.00
01-012552	INDUSTRIAL BEARING SUPP.	BEARINGS	132.11	0.00	000000	0/00/00	132.11
		** TOTALS **	132.11	0.00			132.11
01-012587	INTERSTATE BATTERY SYSTEM	OPERATING SUPPLIES	144.00	0.00	000000	0/00/00	144.00
		** TOTALS **	144.00	0.00			144.00
01-012666	IOWA ONE CALL	AUGUST 2022 LOCATES	130.80	0.00	000000	0/00/00	130.80

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
PARTIALLY ITEMS DATES:	:	10/07/2022 THRU 10/20/2022	10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
UNPAID ITEMS DATES	:		10/07/2022	THRU	10/20/2022	10/07/2022	THRU	10/20/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

		** TOTALS **	130.80	0.00				130.80
01-002460	IOWA OUTDOORS	PERIODICAL RENEWAL	15.00	15.00-	125422	10/18/22		0.00
		** TOTALS **	15.00	15.00-				0.00
01-012685	IOWA SMALL ENGINE CENTER	REPAIR MOTOR	31.35	0.00	000000	0/00/00		31.35
01-012685	IOWA SMALL ENGINE CENTER	SNOW BLOWER FUEL LINE	10.80	0.00	000000	0/00/00		10.80
01-012685	IOWA SMALL ENGINE CENTER	TRIMMER THROTTLE TRIGGER	8.51	0.00	000000	0/00/00		8.51
		** TOTALS **	50.66	0.00				50.66
01-002631	IOWA WORKFORCE DEVELOPMEN	HAYS UNEMPLOYMENT	3,050.00	0.00	000000	0/00/00		3,050.00
		** TOTALS **	3,050.00	0.00				3,050.00
01-012706	IPERS	IPERS CONTRIBUTIONS	20,006.23	20,006.23-	001396	10/20/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	432.21	432.21-	001396	10/20/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	31.46	31.46-	001396	10/20/22		0.00
		** TOTALS **	20,469.90	20,469.90-				0.00
01-003950	JACK'S UNIFORMS & EQUIPME	UNIFORM PANTS	148.89	0.00	000000	0/00/00		148.89
		** TOTALS **	148.89	0.00				148.89
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00		1,050.00
		** TOTALS **	1,050.00	0.00				1,050.00
01-013440	JERRY'S AUTO SERVICE	TIRE REPAIR UNIT #52	25.00	0.00	000000	0/00/00		25.00
		** TOTALS **	25.00	0.00				25.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	201.20	0.00	000000	0/00/00		201.20
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	351.15	0.00	000000	0/00/00		351.15
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	521.20	0.00	000000	0/00/00		521.20
		** TOTALS **	1,073.55	0.00				1,073.55
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	32.32	0.00	000000	0/00/00		32.32
		** TOTALS **	32.32	0.00				32.32
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	14.70	14.70-	125439	10/18/22		0.00
01-025020	JOHN DEERE FINANCIAL	MOWER REPAIRS	297.15	297.15-	125439	10/18/22		0.00
01-025020	JOHN DEERE FINANCIAL	EQUIPMENT REPAIRS	498.12	498.12-	125439	10/18/22		0.00
		** TOTALS **	809.97	809.97-				0.00
01-002163	JR'S UNLOCK SERVICE	KEYS	12.00	0.00	000000	0/00/00		12.00
		** TOTALS **	12.00	0.00				12.00
01-017133	MASTERCARD	LOOMLY	342.00	342.00-	125437	10/18/22		0.00

		=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====			
PAID ITEMS DATES		: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022			
PARTIALLY ITEMS DATES		: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022			
UNPAID ITEMS DATES		:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022			
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-017133	MASTERCARD	SUPPLIES AND BOOKS	434.29	434.29-	125438	10/18/22	0.00
		** TOTALS **	776.29	776.29-			0.00
01-002993	MC CLURE ENGINEERING CO.	LED LIGHTING PROJECT ENGINEER	7,828.65	7,828.65-	125406	10/13/22	0.00
		** TOTALS **	7,828.65	7,828.65-			0.00
01-003461	MERCHANT SERVICES	SEPT. CC PROCESSING FEES	1,104.55	1,104.55-	000000	10/18/22	0.00
		** TOTALS **	1,104.55	1,104.55-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	56,986.59	56,986.59-	125408	10/13/22	0.00
		** TOTALS **	56,986.59	56,986.59-			0.00
01-017565	MID IOWA INSURANCE CO.	CROP INSURANCE	838.00	838.00-	125409	10/13/22	0.00
		** TOTALS **	838.00	838.00-			0.00
01-017585	MIDWEST WHOLESALE BLDG PR	CRACKER SEALER	53.00	0.00	000000	0/00/00	53.00
01-017585	MIDWEST WHOLESALE BLDG PR	SACK CRETE FOR STORM DRAIN	14.85	0.00	000000	0/00/00	14.85
		** TOTALS **	67.85	0.00			67.85
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - SOUTHGATE & WESTGA	404.04	0.00	000000	0/00/00	404.04
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - MAPLE & VALLEY	538.72	0.00	000000	0/00/00	538.72
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - 13TH & QUINT	336.70	0.00	000000	0/00/00	336.70
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - 13TH & QUINT	1,279.46	0.00	000000	0/00/00	1,279.46
01-017730	MOORHOUSE READY MIX CO.	ROW - 1303 N CRAWFORD	673.40	0.00	000000	0/00/00	673.40
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - MAPLE & LENZ	808.08	0.00	000000	0/00/00	808.08
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - MAPLE & LENZ	538.72	0.00	000000	0/00/00	538.72
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - MAPLE & E. ANTHONY	1,414.14	0.00	000000	0/00/00	1,414.14
01-017730	MOORHOUSE READY MIX CO.	ST. MAINT BUILDING	909.09	0.00	000000	0/00/00	909.09
01-017730	MOORHOUSE READY MIX CO.	ST. MAINT. BUILDING	1,077.44	0.00	000000	0/00/00	1,077.44
01-017730	MOORHOUSE READY MIX CO.	ST. MAINT. BUILDING	1,010.10	0.00	000000	0/00/00	1,010.10
01-017730	MOORHOUSE READY MIX CO.	ST. MAINT. BUILDING	639.73	0.00	000000	0/00/00	639.73
01-017730	MOORHOUSE READY MIX CO.	ROW - 1749 SALINGER	538.72	0.00	000000	0/00/00	538.72
01-017730	MOORHOUSE READY MIX CO.	ROW - 1749 SALINGER	336.70	0.00	000000	0/00/00	336.70
		** TOTALS **	10,505.04	0.00			10,505.04
01-019135	NOVA FITNESS EQUIPMENT	EQUIPMENT REPLACEMENT	12,632.48	0.00	000000	0/00/00	12,632.48
		** TOTALS **	12,632.48	0.00			12,632.48
01-020208	O'HALLORAN INTERNATIONAL	RADIATOR CAP #29	40.37	0.00	000000	0/00/00	40.37
		** TOTALS **	40.37	0.00			40.37
01-020326	OPTIONS INK	SHIPPING WATER SAMPLES	17.57	0.00	000000	0/00/00	17.57
		** TOTALS **	17.57	0.00			17.57

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES		: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		10/07/2022 THRU 10/20/2022		
PARTIALLY ITEMS DATES		: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		10/07/2022 THRU 10/20/2022		
UNPAID ITEMS DATES		:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		10/07/2022 THRU 10/20/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---

01-001520	OUR IOWA	PERIODICAL RENEWAL	34.98	34.98-	125420	10/18/22		0.00
		** TOTALS **	34.98	34.98-				0.00
01-001949	PERFORMANCE TIRE & SERVIC	FORD #17 - OIL CHANGE	54.82	0.00	000000	0/00/00		54.82
		** TOTALS **	54.82	0.00				54.82
01-000169	PERRY JOHNSON	SEPT. INSPECTIONS MILEAGE	115.00	0.00	000000	0/00/00		115.00
		** TOTALS **	115.00	0.00				115.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL REC CENTER	71.19	0.00	000000	0/00/00		71.19
		** TOTALS **	71.19	0.00				71.19
01-001136	R & R SEPTIC SERVICE INC	PUMP SEPTIC TANK	287.50	287.50-	125403	10/13/22		0.00
		** TOTALS **	287.50	287.50-				0.00
01-009870	RACCOON VALLEY ELECTRIC C	SEPTEMBER ELECTRIC SERVICE	921.91	921.91-	125435	10/18/22		0.00
		** TOTALS **	921.91	921.91-				0.00
01-023640	RAY'S REFUSE SERVICE	SEPT. TRASH COLLECTIONS	35,902.14	35,902.14-	125310	10/07/22		0.00
01-023640	RAY'S REFUSE SERVICE	SEPTEMBER GARBAGE PICKUP	1,432.56	0.00	000000	0/00/00		1,432.56
		** TOTALS **	37,334.70	35,902.14-				1,432.56
01-023789	RDG CROSE GARDNER	REC CENTER BLDG IMPROVEMENTS	11,245.63	0.00	000000	0/00/00		11,245.63
		** TOTALS **	11,245.63	0.00				11,245.63
01-023815	REGION XII COG	SEPT. TAXI PROGRAM DONATIONS	770.00	770.00-	125311	10/07/22		0.00
01-023815	REGION XII COG	WIAD SUMMIT REGISTRATION	20.00	0.00	000000	0/00/00		20.00
		** TOTALS **	790.00	770.00-				20.00
01-025250	SHERWIN WILLIAMS CO.	PAINT AND ROLLERS	60.61	0.00	000000	0/00/00		60.61
		** TOTALS **	60.61	0.00				60.61
01-003057	SIMMERING-CORY & IOWA COD	OCTOBER 2022 CODE SUPPLEMENT	195.00	0.00	000000	0/00/00		195.00
		** TOTALS **	195.00	0.00				195.00
01-001652	SNAPPY POPCORN CO. INC.	SOCCER CONCESSIONS	21.00	0.00	000000	0/00/00		21.00
		** TOTALS **	21.00	0.00				21.00
01-028180	STATE HYGIENIC LABORATORY	BACTERIA SAMPLES	54.00	0.00	000000	0/00/00		54.00
		** TOTALS **	54.00	0.00				54.00
01-025880	STONE PRINTING CO.	WALL CALENDAR	8.58	0.00	000000	0/00/00		8.58
01-025880	STONE PRINTING CO.	CORRECTION PENS/OFFICE SUPPLIE	111.44	0.00	000000	0/00/00		111.44
01-025880	STONE PRINTING CO.	SCOTCH TAPE	39.48	0.00	000000	0/00/00		39.48

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

PAID ITEMS DATES : 10/07/2022 THRU 10/20/2022

PARTIALLY ITEMS DATES: 10/07/2022 THRU 10/20/2022

UNPAID ITEMS DATES :

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

10/07/2022 THRU 10/20/2022

10/07/2022 THRU 10/20/2022

10/07/2022 THRU 10/20/2022

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

10/07/2022 THRU 10/20/2022

10/07/2022 THRU 10/20/2022

10/07/2022 THRU 10/20/2022

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	67.50	67.50-	125440	10/18/22	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	12.70	12.70-	125440	10/18/22	0.00
01-025880	STONE PRINTING CO.	INK CARTRIDGES	47.98	0.00	000000	0/00/00	47.98
01-025880	STONE PRINTING CO.	UTILITY BILLING ENVELOPLES	725.00	0.00	000000	0/00/00	725.00
01-025880	STONE PRINTING CO.	REC CENTER LABELS	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	1,212.68	80.20-			1,132.48
01-026401	TEN POINT CONSTRUCTION CO	2022 ST. RESTORATION FINAL	37,727.53	0.00	000000	0/00/00	37,727.53
		** TOTALS **	37,727.53	0.00			37,727.53
01-026605	TIEFENTHALER AG-LIME	SAND	492.44	0.00	000000	0/00/00	492.44
		** TOTALS **	492.44	0.00			492.44
01-027060	TREASURER OF IOWA	SEPTEMBER SALES TAX	11,368.74	11,368.74-	000000	10/11/22	0.00
01-027060	TREASURER OF IOWA	SEPTEMBER SALES TAX	3,434.74	3,434.74-	000000	10/18/22	0.00
		** TOTALS **	14,803.48	14,803.48-			0.00
01-003220	TURFWERKS	GPS PLAN	3,850.00	0.00	000000	0/00/00	3,850.00
		** TOTALS **	3,850.00	0.00			3,850.00
01-003499	UMB BANK	ACCEPTANCE BOND FEE	300.00	0.00	000000	0/00/00	300.00
01-003499	UMB BANK	FY 23 BOND FEE - 2021A	600.00	0.00	000000	0/00/00	600.00
		** TOTALS **	900.00	0.00			900.00
01-003903	UNITED CONSTRUCTION SERVI	NE PARKING LOT PROJECT FINAL	14,570.45	0.00	000000	0/00/00	14,570.45
		** TOTALS **	14,570.45	0.00			14,570.45
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/1/2022	68.55	68.55-	125411	10/13/22	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/8/2022	41.34	41.34-	125441	10/18/22	0.00
		** TOTALS **	109.89	109.89-			0.00
01-028814	VAN METER COMPANY, THE	SHOWER PARTITIONS	277.65	0.00	000000	0/00/00	277.65
		** TOTALS **	277.65	0.00			277.65
01-029009	VESSCO INC.	VACUUM REGULATOR KIT/LABOR	383.46	0.00	000000	0/00/00	383.46
		** TOTALS **	383.46	0.00			383.46
01-000191	WATTERS LANDSCAPING	DEEP TINE GREENS & TEES	3,000.00	0.00	000000	0/00/00	3,000.00
		** TOTALS **	3,000.00	0.00			3,000.00
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY REPAIR	55.80	55.80-	125404	10/13/22	0.00
		** TOTALS **	55.80	55.80-			0.00
01-030355	WITTROCK MOTOR CO.	SEPTEMBER CAR RENTAL	550.00	550.00-	125412	10/13/22	0.00

		=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====		
PAID ITEMS DATES	:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		
PARTIALLY ITEMS DATES:		10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		
UNPAID ITEMS DATES	:		10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022		
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS CHECK# CHECK DT	----BALANCE---

			** TOTALS **	550.00	550.00-	0.00
01-003291		WORLDPAY INTEGRATED PAYME	SEPTEMBER CC PROCESSING FEES	1,191.80	1,191.80- 000000 10/18/22	0.00
			** TOTALS **	1,191.80	1,191.80-	0.00
01-000386		ZIMCO SUPPLY CO	DELUXE BALL WASHER	291.16	0.00 000000 0/00/00	291.16
			** TOTALS **	291.16	0.00	291.16
01-003722		ISOLVED BENEFIT SERVICES	SEPT. HRA CHECKS	1,062.89	1,062.89- 000000 10/11/22	0.00
			** TOTALS **	1,062.89	1,062.89-	0.00
* Payroll Expense				178,568.74		

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022
PARTIALLY ITEMS DATES:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022
UNPAID ITEMS DATES	:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022

	R E P O R T T O T A L S		
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	405,956.52	405,956.52CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	139,308.65	0.00	139,308.65
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	545,265.17	405,956.52CR	139,308.65

U N P A I D R E C A P	
UNPAID INVOICE TOTALS	139,308.65
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	139,308.65

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022
PARTIALLY ITEMS DATES:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022
UNPAID ITEMS DATES	:	10/07/2022 THRU 10/20/2022	10/07/2022 THRU 10/20/2022

FUND TOTALS

001	GENERAL FUND	196,184.33
010	HOTEL/MOTEL TAX	15,841.30
110	ROAD USE TAX FUND	15,216.05
121	LOCAL OPTION SALES TAX	300.00
178	CRIME PREV/SPEC PROJECTS	397.38
200	DEBT SERVICE FUND	900.00
303	C.P. - AIRPORT	7,828.65
304	C.P. STREETS	37,727.53
311	C.P.-PARKS & RECREATION	14,570.45
313	C.P. - REC CENTER BLDG	11,250.63
314	C.P.-STREETS MAINT BLDG	3,636.36
600	WATER UTILITY FUND	37,206.08
610	SEWER UTILITY FUND	22,887.50
620	STORM WATER UTILITY	578.20
850	MEDICAL INSURANCE FUND	2,171.97
	* PAYROLL EXPENSE	178,568.74
GRAND TOTAL		545,265.17

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: October 18, 2022
SUBJECT: Applications for Tax Abatement under the Carroll Urban Revitalization Plan

Attached is a listing of applications filed for tax abatement relating to various improvements at properties with the Carroll Urban Revitalization Area. Staff has reviewed the applications and have found six applications to comply with the requirements of the City's Urban Revitalization Plan ("Plan") that was adopted February 25, 2019 and amended November 22, 2021.

According to the Plan, "applications shall be filed by the property owner for an exemption to be claimed with the City Council by February 1 of the assessment year for which the exemption is first claimed, but in no instance later than the year in which all improvements included in the project are first assessed for taxation, or the following two assessment years, in which case the exemption is allowed for the total number of years in the exemption schedule. The City may allow a property owner to submit an application after the above deadlines subject to the discretion of the Council and the limitations outlined in Iowa Code Section 404.4." Two applications were filed in the third assessment year after the improvements were first assessed. Staff recommends allowing taxes to be abated for the remaining two years of the five year schedule.

Two applications filed were for properties that was outside the original revitalization area and was later amended into the area. Staff recommends abating taxes on the improvements that occurred after November 22, 2021 when the area was amended into the revitalization area.

RECOMMENDATION: Council consider approval of a resolution approving tax abatement.

RESOLUTION NO. _____

RESOLUTION TO APPROVE TAX ABATEMENT

WHEREAS, on February 25, 2019 the City of Carroll adopted an Urban Revitalization Plan with a tax abatement provision to encourage improvements to single family dwellings and multi-residential properties, and

WHEREAS, the plan was amended on November 22, 2021, and

WHEREAS, the attached list of individuals or entities have applied for tax abatement for improvements to their residential or multi-residential properties within the City of Carroll, in conformance with the City's Plan.

NOW, THEREFORE, be it resolved by the City Council of Carroll, Iowa, that tax abatement be granted for the attached listing of properties located in Carroll, Iowa.

BE IT FURTHER RESOLVED that a certified copy of this resolution with a copy of the applications for abatement shall be forwarded to the Carroll County Assessor.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 24th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Tax Abatement Applications
October 24, 2022

Eligible for five years of tax abatement:

<u>Name</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
Diane Pudenz	1032 Crawford Street	06-24-183-004	Lot 15, Block 82, Bang's & Sherman's First Addition
Louis & Kelly Glass	109 S Walnut Street	06-25-281-002	Part of Lots 9 & 10 & all of Lot 11, Ries' First Addition
Jada Snyder	318 E 8th Street	06-24-478-008	W 60 feet of Lot 1, Block 1, First Addition
Robin Borkowski	213 N East Street	06-25-210-012	Lot 3, Block 39, Second Addition
Tommy Moberg	1008 N Crawford Street	06-24-183-008	Lot 11, Block 82, Bang's & Sherman's First Addition
Jorge Luis Ceballos	809 N Clark Street	06-24-434-010	Lot 4, Block 50, Third Addition

Eligible for two years tax abatement:

<u>Name</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
Todd Springer	1302-04 N West Street	06-24-253-005	W 101 Ft of Lot 6 & W 101 Ft of S 47 Ft of Lot 7, Block 1, Albertson's First Addition
Garry & Roxanne Garrett	519 W 1st Street	06-25-107-002	E 78 Ft of Lots 8 & 9, Block 3, Whitney's Second Addition

Eligible for tax abatement for improvements after November 22, 2021:

<u>Name</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
Gary & Sandra Loeffelholz	620 E 30th Street	07-18-106-008	Unit 2, Building 4 of Lots 1-5, North Legacy Subdivision
Zachary Daniel	739 Troy Drive	07-19-127-020	W 29 Ft of Lot 16 & E 38 Ft of Lot 17, Block 7, Bierl's Addition

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 18, 2022
SUBJECT: Graham Park Drainage Ditch #77 Improvement Project- Change Order No. 2

During construction on the Graham Park Drainage Ditch #77 Improvement Project, some extra panels of sidewalk were removed and replaced to help allow better passage of heavy equipment. It was decided that removing a small number of concrete panels was more beneficial than tearing up additional paved parking area to reach certain areas. An extra 158 square feet of concrete was needed over the 80 square feet originally bid.

Along with this, there were three bid items in this report that were overestimated in the initial bid documents. These include Erosion Control Fiber Mat, Class E Rip Rap, and Non- Shrink Grout. These were overestimated by the Contractor. During the final walk through, punch list items were checked off and full scope of work was completed and approved by the engineers from Shive-Hattery.

Item Description	Bid Quant.	Unit	Installed Quantity	Bid Unit Price	Net Change in Contract Price
Erosion Control Fiber Mat	2,281	TON	1,463	\$7.00	(\$5,736.00)
Rip Rap	1,618	TON	1605.33	\$75.00	(\$950.25)
Non-Shrink Grout	10	CY	8	\$250.00	(\$500.00)
Sidewalk Removal and Replacement	80	SF	238	\$19.00	\$3,002.00

NET TOTAL OF CHANGE ORDER NO. 2

(\$4,174.25)

Total amount of Change Order No. 1	\$ 9,750.00
Total amount of Change Order No. 2	(\$4,174.25)
Total amount of Change Orders	\$5,575.75

Total Expenses of Project:

Engineering	\$ 45,100.00
Master Plan	\$ 27,000.00
Change Order No. 1 & No. 2	\$ 5,575.75
Healy Excavation	\$213,627.00
TOTAL EXPENSE	\$291,302.75

Total Revenue of Project:

LOST FY 18	\$ 75,000.00
LOST FY 21	\$150,000.00
REAP GRANT	\$125,000.00
Interest	\$ 2,800.00
TOTAL REVENUES	\$352,800.00

RECOMMENDATION: Mayor and City Council consideration and approval of the Change Order No. 2 in the amount of (\$4,174.25) for the Graham Park Drainage Ditch #77 Improvement Project.

CHANGE ORDER

DATE:
 October 18, 2022

PROJECT: City of Carroll – Drainage Ditch 77 Improvements			CHANGE ORDER NUMBER: 02
OWNER: City of Carroll	CONSULTANT: Shive-Hattery, Inc. 4125 Westown Pkwy, Suite 100 West Des Moines, IA 50266	CONTRACTOR: Healy Excavating	

THE CONTRACT DATED MARCH 23, 2022 BETWEEN THE CITY OF CARROLL AND HEALY EXCAVATING IS MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER:

1. Adjustment for final erosion control fabric installed
2. Adjustment for final rip rap quantities based on scale tickets
3. Adjustment for concrete grout based on ready mix tickets
4. Adjustment for final installed sidewalk quantities

Changes to the Contract Unit Prices and Quantities are summarized below:

#	ITEM DESCRIPTION	BID QUANTITY + PREVIOUS CHANGE ORDERS	UNIT	INSTALLED QUANTITY	BID UNIT PRICE	NET CHANGE IN CONTRACT PRICE
4	Bank Stabilization, Erosion Control Fiber Mat	2,281	TON	1463	\$7.00	(-) \$5,726.00
5	Rip Rap, Class E, Ditch Stabilization	1,618	TON	1605.33	\$75.00	(-) \$950.25
6	Non-Shrink Grout	10	CY	8	\$250.00	(-) 500.00
15	Sidewalk, Removal & Replacement	80	SF	238	\$19.00	\$3,002.00

NET TOTAL = (-) \$4,174.25

Original Contract Sum	\$	213,627.00
Net Change by previously authorized Change Orders	\$	9,750.00
Contract Sum prior to this Change Order	\$	223,377.00
Amount that this Change Order will increase the Contract Sum	\$	(-) 4,181.00
New Contract Sum including this Change Order	\$	219,202.75

The Contract Time will not be increased.

The date of Substantial Completion will remain December 16, 2022.

City of Carroll
Drainage Ditch 77 Improvements
Change Order #2

THIS DOCUMENT IS NOT VALID UNTIL SIGNED BY CONSULTANT, CONTRACTOR, AND OWNER.

Shive-Hattery, Inc.

CONSULTANT

Dan Jensen

SIGNATURE

Dan Jensen, Civil Engineer

PRINTED NAME/TITLE

October 18, 2022

DATE

Healy Excavating

CONTRACTOR

John Healy

SIGNATURE

John Healy, Owner

PRINTED NAME

10/19/22

DATE

City of Carroll

OWNER

SIGNATURE

PRINTED NAME

DATE

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 18, 2022

SUBJECT: Carroll City Ordinance Chapter 1.14 amendment – Standard Penalty

The first reading to amend Chapter 1.14 was completed at the council meeting on October 10, 2022. Since this time, I have not had any feedback on this ordinance change.

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

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 18, 2022
SUBJECT: ATV, Golf Cart, UTV, & Snowmobile Ordinance Discussion

Since the discussion on the ordinance change for ATVs, golf carts, UTVs, and snowmobiles, I had a request from an officer to clean up the parking requirements in the ordinance. Changes were also made from the discussion during the previous council meeting. I have not received any input from members of the public about this ordinance since the previous meeting. Attached to this memo is the ordinance in its final form.

RECOMMENDATION: Council discussion of the ordinance change amendment to Chapter 75 of the City of Carroll Ordinance, All-Terrain Vehicles, Golf Carts, Off-Road Utility Vehicles, and Snowmobiles.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO ALL-TERRAIN VEHICLES, GOLF CARTS, OFF-ROAD UTILITY VEHICLES, AND SNOWMOBILES

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

SECTION 1. Chapter 75 of the Code of Ordinances of the City of Carroll, Iowa, 2011, is repealed and the following adopted in lieu thereof:

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 under the following circumstances:

- 1. Operator is at least 18 years of age and possess a valid driver's license; and
- 2. Shall have proof of insurance and carry proof as required in Iowa Code, Sec 321.20B; and

3. Snow removal with attached snowplow or blade; or
4. Response to an emergency during the period of time when travel on roadways is impractical for conventional motor vehicles; or
5. 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 possess 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.
5. Shall have proof of insurance and carry proof as required in Iowa Code, Sec 321.20B.
6. Special public events and/or other times as authorized by the Police Chief.

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 possess 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.

5. Shall have proof of insurance and carry proof as required in Iowa Code, Sec 321.20B.

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 not be operated on city owned trails.

2. Unlawful Operation

- A. No ATV, snowmobile, or UTV shall be operated in public parks, golf courses, city owned trails, 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, city owned trails, sports facilities including Merchants Park, Youth Sports Complex, and slow pitch fields, or private property without express consent of property owner.
- C. No person shall ride in a UTV unless seated in a designated seat and secured with a safety belt.
- D. No seat shall be used by more than one person at a time.
- E. No ATV, UTV, or golf cart shall be operated in violation of any traffic law of the City of Carroll or State of Iowa.

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 negligent 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.
- B. UTVs are subject to all parking regulations provided by 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 make a direct crossing of Highway 71 and Highway 30.

75.07 EQUIPMENT

- A. ATVs and UTVs operated upon city streets shall be equipped with at least the following:
 - 1. Adequate brakes (Code of Iowa, Sec 321I.13)
 - 2. Headlights
 - 3. Taillights and brake lights
 - 4. Turn signals
 - 5. Safety belts (UTV only)
 - 6. Rearview mirror
 - 7. Horn
 - 8. Muffler system limiting engine noise to at least original manufacturer's equipment.

75.08 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.

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: Mike Pogge-Weaver, City Manager *MSPW*

FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*

DATE: October 13, 2022

SUBJECT: Destination Iowa Grant Application

- Resolution- Endorsement of the Destination Iowa Grant Application

In February, the State of Iowa announced the Destination Iowa Grant Program. The program will provide a total of \$100 million in grant opportunities to bolster the quality of life in Iowa's communities and attract visitors and new residents to the state. The City of Carroll applied for the Outdoor Recreation Category, scored high enough to make it to further board review before falling short of being awarded. New information was produced by Retail Coach, the Carroll Merchants, and State Baseball, showing strong statistical data that Merchants Stadium is not only a tourist destination in Iowa, but brought in people from a minimum of 17 other states during the season.

The City of Carroll, per recommendation of the Iowa Economic Development team, will be applying under the category of Economically Significant Development. This fund is designed to encourage development and enhancements to tourism opportunities in Iowa. There is no minimum or maximum total project cost. Proposals must articulate how the funding will be used to enhance tourism to the region and/or state.

At the Council Meeting on April 25, 2022, the Council supported the pursuit of the Destination Iowa Outdoor Recreation Grant. On May 9, 2022, the Council approved the commitment of \$100,000 in ARPA Funds, \$100,000 of Hotel/Motel funds, and \$153,080 in LOST Funds for the first submittal of the Destination Iowa Grant. Since that meeting, staff has determined the extent of the needed project, and has updated the total funds committed:

Carroll County	\$ 50,000
Carroll Athletic Association	\$100,000
Other Grants/Funding	\$168,270
Carroll Community School Dist.	\$ 10,000
Kuemper Catholic School System	\$ 10,000
Destination Iowa	\$230,450
<u>City of Carroll</u>	<u>\$353,080</u>
Total Project Cost	\$921,800

Our application will be for Merchants Park Renovations. The project will focus on:

- Enhanced press box
- ADA accessible bleachers
- Dugout expansion
- Protective netting down first and third baselines
- New lighting
- Replacement of the outfield fence and windscreen

Estimated cost of these named improvements is \$921,800.

RECOMMENDATION: Mayor and City Council consideration and approval of a resolution endorsing the Destination Iowa Grant- Economically Significant Development application for Merchants Park and, if the grant is awarded, commits \$100,000 in ARPA Funds, \$100,000 in Hotel/Motel funds, and \$153,080 in LOST Funds for the project.

City of Carroll

Resolution No. _____

A RESOLUTION APPROVING THE APPLICATION FOR THE DESTINATION
IOWA GRANT FOR MERCHANTS PARK RENOVATIONS

WHEREAS, the City of Carroll's Merchants Park is unique and historic amenity for the community and the State of Iowa and;

WHEREAS, the City of Carroll, Carroll County, local schools, and the Carroll Athletic Association are committed to the redevelopment of historic Merchants Park for use as an outdoor recreational facility and attraction for residents and visitors, and;

WHEREAS, the City of Carroll will commit a minimum of \$350,000 for the \$920,000 of proposed improvements, and;

WHEREAS, other entities and donors have committed \$200,000 to support the project, and;

WHEREAS, the City of Carroll will support a variety of grant applications to assist with the project; and now;

NOW, THEREFORE, BE IT RESOLVED that the City of Carroll endorses the redevelopment of Merchants Park.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 24th 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

FROM: Chad Tiemeyer, Director of Parks and Recreation

DATE: October 12, 2022

SUBJECT: Merchants Park Lease- Carroll Merchants Baseball- 2023

- Resolution- Baseball Stadium Lease Agreement

The Carroll Merchants are planning to return to Merchants Park for the 2023 season and will continue to participate in the M.I.N.K League. The M.I.N.K. Baseball League is a Summer Collegiate Baseball League which operates nine teams throughout the Midwest. For the 2023 season, the Carroll Merchants baseball team plans to play 21 home games at Merchants Park. Last year was the first year since 2019 that the Merchants organization has participated. Staff does not see any issues pertaining to the Carroll Merchants continued use of historic Merchants Park.

The attached lease agreement for Merchants Park is very similar to previous agreements.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolution approving the Baseball Stadium Lease Agreement for the Carroll Merchants organization.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH CARROLL MERCHANTS
BASEBALL CLUB**

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

WHEREAS, the Carroll Baseball Stadium Lease is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Carroll Baseball Stadium Lease, 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 24th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MERCHANTS PARK LEASE

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of Carroll, Iowa (Landlord) and Carroll Merchants Baseball Club, an Iowa Corporation (Tenant).

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant, the Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2023 baseball season (May 1st through September 1st). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2023 baseball season the Tenant shall notify the Landlord if he wishes to lease for the following year. The Parties may then renegotiate a new Lease.

2. **RENT.** Tenant agrees to pay Landlord as rent: One dollar (\$1.00) and other good and valuable consideration, payable 30 days in advance of the first day of May 1, 2023.

3. **POSSESSION.** Tenant shall be entitled to possession on May 1, 2023, and shall yield possession to Landlord on the last day of this Lease, which is September 1, 2023.

4. **USE.** Tenant shall use the premises only for the Carroll Merchants baseball team games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling of varsity and junior varsity baseball games for both Kuemper High School and Carroll High School shall have priority prior to November 1, 2022. After November 1, 2022 Tenant may schedule games for the Carroll Merchants baseball team on any available dates with the Carroll Parks and Recreation Director. Once game schedules are submitted and approved by the Carroll Parks and Recreation Director for the Carroll Merchants baseball team, Kuemper High School and Carroll High School cannot preempt the approved scheduled games for the Carroll Merchants baseball team. During the season, if a game needs to be rescheduled due to a rainout or other situation, a game may be rescheduled on any other available date on a first come first served basis with the Carroll Parks and Recreation Director. Once a game date for a postponed game has been approved by the Carroll Parks and Recreation Director, Kuemper High School and Carroll High School cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Carroll Parks and Recreation Director to develop a practice schedule that is

mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Carroll Parks and Recreation Director will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Carroll Parks and Recreation Director shall be final. Practices can be preempted by the need to reschedule a game.

5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.

6. UTILITIES. The Landlord shall pay for all utilities which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor. The tenant shall notify the Landlord and receive prior approval of the Landlord, if the tenant desires to sell alcohol on the premises. If approval is granted, the tenant shall be responsible for all permits, licenses and insurance requirements.

The Tenant shall provide staff at the entrance for collection of any admission fee and Tenant's staff shall be available throughout the game for assistance to the public in case of need or emergency.

The Tenant will attend to the field under the supervision of Landlord during its use, which may include dragging, lining and chalking before the games. After each game, the Tenant shall also attend to the stadium, by picking up trash and generally policing the area.

The Tenants will make no unlawful use of the premises and agree to comply with all Federal, State and local laws.

7. SURRENDER. Upon the termination of this lease, Tenant shall surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, shall be effective without the prior written consent of Landlord.

9. INSURANCE.

a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.

b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

11. INDEMNITY. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.

12. DAMAGES. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. ADVERTISING. Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

CITY OF CARROLL, IOWA –
LANDLORD

CARROLL MERCHANTS BASEBALL
CLUB – TENANT

By: _____
Mark E. Beardmore, Mayor
627 N Adams St
Carroll, IA 51401

By: _____
John Perrin, President
225 E 7TH Street
Carroll, IA 51401

ATTEST:

By: _____
Laura Schaefer, 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 

DATE: October 20, 2022

SUBJECT: Rolling Hills South Condominiums Urban Renewal Plan

- Resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. to Reinstitute the 704 Development Corp. Development Agreement
- Resolution fixing date for a public hearing on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.

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. At the October 10, 2022, Council meeting, the Council directed staff to begin the process of amending the development agreement and attached to this memo is a copy of the proposed agreement. Two items are requested to be considered by the Council at this time to begin the process of amending the development agreement.

The first item of consideration is an Engagement Agreement for services related to the work on amending the Development Agreement with 704 Development Corporation which has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare the New Agreement, per the terms provided to them by the City;

2. Prepare proceedings to be used for setting the date of a public hearing on the New Agreement, and proceedings for the date fixed for the public hearing and adoption of the New Agreement;
3. Answer questions and advise City staff and the Council throughout the adoption process for the New Agreement; and
4. Complete a transcript file record related to the adoption of the New Agreement.

The second item of consideration is a resolution setting a public hearing on the proposed Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp for 5:15 P.M. on November 14, 2022.

RECOMMENDATION: Mayor and City Council consideration and approval of:

- A resolution approving the Engagement Agreement with Ahlers & Cooney, P.C
- A resolution setting a public hearing on the proposed Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp for 5:15 P.M. on November 14, 2022.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH AHLERS &
COONEY, P.C. FOR THE AGREEMENT TO REINSTITUTE THE 704 DEVELOPMENT CORP.
DEVELOPMENT AGREEMENT**

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

WHEREAS, the Engagement Agreement is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Engagement Agreement, 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 24th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Nathan J. Overberg

515.246.0329

noverberg@ahlerslaw.com

October 13, 2022

Sent via email: mpoggeweaver@cityofcarroll.com

Mike Pogge-Weaver
City Manager
City of Carroll
112 East 5th Street
Carroll, IA 51401

RE: Engagement Letter – Agreement to Reinstitute the 704 Development Corp.
Development Agreement

Dear Mike:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the “City”) in connection with an Agreement to Reinstitute the development agreement with 704 Development Corp. in the Rolling Hills South Condominiums Urban Renewal Area (the “New Agreement”), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the New Agreement, per the terms provided to us by the City;
2. Prepare proceedings to be used for setting the date of a public hearing on the New Agreement, and proceedings for the date fixed for the public hearing and adoption of the New Agreement;
3. Answer questions and advise City staff and the Council throughout the adoption process for the New Agreement; and
4. Complete a transcript file record related to the adoption of the New Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the New Agreement;
2. Defending any legal challenges to or arising out of the New Agreement;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the New Agreement after the adoption of the New Agreement (and after completion of the transcript file on the Agreement); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Agreement is adopted/approved by the Council and our final invoice has been paid.

FEES

I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, I may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My current hourly rate is \$320, my associate's rate is \$185, and my legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Nathan J. Overberg

Accepted and approved on behalf of the City Council of the City of Carroll, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2022.

ITEM TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

October 24, 2022

5:15 P.M.

Rolling Hills South Condominiums Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.

IMPORTANT INFORMATION

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

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

October 24, 2022

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO AN AGREEMENT TO REINSTITUTE THE AGREEMENT FOR PRIVATE DEVELOPMENT WITH 704 DEVELOPMENT CORP., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO AN AGREEMENT TO
REINSTITUTE THE AGREEMENT FOR PRIVATE
DEVELOPMENT WITH 704 DEVELOPMENT CORP., AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 1883, adopted August 27, 2018, this Council found and determined that certain areas located within the City of Carroll, Iowa ("City") are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Rolling Hills South Condominiums Urban Renewal Plan (the "Plan") for the Rolling Hills South Condominiums Urban Renewal Area (the "Urban Renewal Area") described therein, which Plan, is on file in the office of the Recorder of Carroll County; and

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

WHEREAS, the City and 704 Development Corp. ("Developer") previously entered into an Agreement for Private Development dated August 27, 2018 ("Original Agreement"), pursuant to which, among other things, the Developer agreed to construct certain Infrastructure Improvements and Housing Units (collectively "Minimum Improvements") (as defined in the Original Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Original Agreement (the "Development Property") and the City agreed to provide certain incentives described as "Economic Development Grants" to the Developer in exchange for Developer's obligations under the terms and conditions of the Original Agreement; and

WHEREAS, Section 8.1(d) of the Original Agreement had an automatic termination provision that stated the Original Agreement shall automatically terminate if Developer fails to submit a written request that the City first certify debt by October 1, 2020, pursuant to the Original Agreement; and

WHEREAS, the Developer did not submit a written request that the City certify Debt and the Original Agreement automatically terminated on October 1, 2020; and

WHEREAS, the City and Developer desire to reinstitute the terms and conditions of the Original Agreement, with certain changes, pursuant to a proposed Agreement to Reinstitute the Agreement for Private Development by and between the City of Carroll, Iowa, and 704 Development Corp. (the "New Agreement") to: (i) reinstitute the terms and conditions of the Original Agreement; (ii) to extend the deadlines for completing the Housing Units; (iii) establish the date by which the City will certify debt to the County; and (iv) establish a new termination date for the New Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban

renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M. on November 14, 2022, for the purpose of taking action on the matter of the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development By and Between the City of Carroll and 704 Development Corp.

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

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

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF CARROLL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO AN
AGREEMENT TO REINSTITUTE THE AGREEMENT FOR
PRIVATE DEVELOPMENT WITH 704 DEVELOPMENT
CORP., AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on November 14, 2022, at 5:15 P.M. in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development By and Between the City of Carroll and 704 Development Corp. with 704 Development Corp. (the "Developer").

The City of Carroll, Iowa ("City") and the Developer have previously entered into an Agreement for Private Development dated August 27, 2018 ("Original Agreement"), pursuant to which, among other things, the Developer agreed to construct certain Infrastructure Improvements and Housing Units (collectively "Minimum Improvements") (as defined in the Original Agreement) on certain real property located within the Rolling Hills South Condominiums Urban Renewal Area (the "Development Property").

The Original Agreement automatically terminated on October 21, 2020, and the City and Developer now desire to reinstitute the terms and conditions of the Original Agreement pursuant to a proposed Agreement to Reinstitute the Agreement for Private Development (the "New Agreement") to: (i) reinstitute the terms and conditions of the Original Agreement; (ii) to extend the deadline for completing the Housing Units; (iii) establish the date by which the City will certify debt to the County; and (iv) establish a new termination date for the New Agreement; and

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

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

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

Dated this _____ day of _____, 2022.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 24th day of October, 2022.

Mark E. Beardmore, Mayor

ATTEST:

Laura Schaefer, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF CARROLL

)

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02113420-1\10275-086

REINSTITUTING THE
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
THE CITY OF CARROLL, IOWA,
AND
704 DEVELOPMENT CORP.

THIS AGREEMENT ("New Agreement"), an updated agreement to that certain Agreement for Private Development by and between the CITY OF CARROLL, IOWA ("City"), and 704 DEVELOPMENT CORP., an Iowa corporation ("Developer"), dated August 27, 2018 ("Original Agreement"), is made as of the ____ day of _____, 2022, between the City and Developer.

WITNESSETH:

WHEREAS, the City and Developer previously executed the Original Agreement, pursuant to which, the Developer agreed to construct certain Infrastructure Improvements and Housing Units (collectively "Minimum Improvements") on certain real property located within the Rolling Hills South Condominiums Urban Renewal Area (the "Development Property"), and the City agreed to provide certain incentives described as "Economic Development Grants" to the Developer in exchange for Developer's obligations under the terms and conditions of the Original Agreement; and

WHEREAS, Section 8.1(d) of the Original Agreement had an automatic termination provision that stated the Original Agreement shall automatically terminate if Developer fails to submit a written request that the City first certify debt by October 1, 2020, pursuant to the Original Agreement; and

WHEREAS, the Developer did not submit a written request that the City certify Debt and the Original Agreement automatically terminated on October 1, 2020; and

WHEREAS, both Parties desire to enter into this New Agreement by reinstituting the terms and conditions of the Original Agreement, attached hereto as Exhibit A, with certain changes hereinafter described.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Original Agreement, attached hereto as Exhibit A.

2. Completion Date of Housing Unit Changes. Section 2.2(j) of the Original Agreement is hereby replaced in its entirety with the following:

- j. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before June 1, 2020 and construction of all the Housing Units shall be complete on or before December 31, 2023.

All references in the Original Agreement to the date set forth in Section 2.2(j) with respect to the completion of Housing Units, including but not limited to the reference in Exhibit B of the Original Agreement, shall mean: **December 31, 2023**.

3. City Certification, Timing Changes. Section 8.1(d) of the Original Agreement is hereby replaced in its entirety with the following:

- d. City Certification, Timing. The parties agree that the City shall certify to the County Auditor its request for the available Tax Increments generated by the Housing Units by December 1, 2022, for collection by the County and payment to the City in fiscal year 2023-2024, allowing for the initial Grant to be paid to Developer, if eligible, on June 1, 2024, all subject to the terms of this Article and this Agreement.

4. Conditions Precedent Changes. Section 8.4(c) of the Original Agreement is hereby removed.

5. Termination Date. Section 12.9 of the Original Agreement is hereby replaced in its entirety with the following:

Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2033, unless the Agreement is terminated earlier by the other terms of this Agreement.

6. No Further Modifications. Except as changed under this New Agreement, all covenants, agreements, terms, and conditions of the Original Agreement shall be reinstituted under this New Agreement and be in full force and effect and are hereby in all respects affirmed.

7. Counterparts. This New Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this New 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 New Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

Notary Public in and for the State of Iowa

[Signature page – City of Carroll, Iowa]

704 DEVELOPMENT CORP., an Iowa corporation

By: _____
Matthew P. Greteman, President

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman and to me personally known, who, being by me duly sworn, did say that they are the President of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page– 704 Development Corp.]

EXHIBIT A

[Attach Original Agreement]

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF CARROLL, IOWA

AND

704 DEVELOPMENT CORP.

August 27, 2018

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the "Agreement"), is made on or as of the 27th day of August, 2018, by and between the CITY OF CARROLL, IOWA, a municipality (hereinafter the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter the "Urban Renewal Act"), and 704 DEVELOPMENT CORP., an Iowa corporation (hereinafter the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in a residential area in the City and, in this connection, on August 27, 2018 will adopt or has adopted the Rolling Hills South Condominiums Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Rolling Hills South Condominiums Urban Renewal Area (the "Urban Renewal Area"); and

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

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area; and

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

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

ARTICLE I. DEFINITIONS

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

704 Development Corp. TIF Account means a separate account within the Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and Development Property.

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

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

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

County means the County of Carroll, Iowa.

Developer means 704 Development Corp. and its permitted successors and assigns.

Development Property means that portion of the Rolling Hills South Condominiums Urban Renewal Area of the City described in Exhibit A hereto.

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

Event of Default means any of the events described in Section 11.1 of this Agreement.

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

Homebuyer means the person or persons who purchase or rent a Housing Unit.

Housing Unit shall mean each dwelling unit constructed on the Development Property.

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

Infrastructure Improvements shall mean the construction of streets, sanitary sewer, storm sewer, and the installation of water, gas, and electric infrastructure to be completed by Developer on the Development Property under this Agreement, as detailed in Exhibit B attached to this Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

Minimum Improvements shall mean the construction of Housing Units and Infrastructure Improvements on the Development Property as more particularly described in Exhibit B to this Agreement.

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

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Infrastructure Improvements, including, without limitation, interest during construction and for not more than six months thereafter, costs for landscaping, grading, drainage, paving, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization and legal expenses related to those improvements, as more particularly described herein.

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

State means the State of Iowa.

State Agreement means the agreement between the Iowa Economic Development Authority (IEDA) and the Developer, to be entered into pursuant to IEDA's approval of Developer for financial incentives through the Workforce Housing Tax Credits program.

Tax Increments means the property tax revenues on the Housing Units and Development Property divided and made available to the City for deposit in the 704 Development Corp. TIF Account of the Rolling Hills South Condominiums Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date this Agreement terminates, as established in Section 12.9 of this Agreement.

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

Urban Renewal Area shall mean the area known as the Rolling Hills South Condominiums Urban Renewal Area.

Urban Renewal Plan means the Rolling Hills South Condominiums Urban Renewal Plan, as amended, approved in respect of the Rolling Hills South Condominiums Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of

indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan, the State Agreement, and all local, State, and federal laws and regulations.

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

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

h. The Developer 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 in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.6 hereof.

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

j. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before June 1, 2020 and construction of all the Minimum Improvements shall be complete on or before March 1, 2021.

k. The Developer anticipates that Project shall require an investment of approximately \$2.65 Million Dollars, and that the portion of the Project's costs for the construction of the Infrastructure Improvements will be approximately \$250,000.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement and the State Agreement.

Section 3.2. Reserved.

Section 3.3. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements and rest of the Minimum Improvements, respectively, to be undertaken and completed by the dates set forth in Section 2.2(j) or such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Upon notice from the Developer of completion of the Infrastructure Improvements, the City shall inspect the Infrastructure Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If the City finds that the Infrastructure Improvements have been duly completed in compliance with this Agreement and all federal, State, and City laws, regulations, ordinances, policies, and procedures;; and the City is in receipt of copies of the maintenance bonds required by Section 6.6; the Developer shall dedicate to the City and the City shall accept dedication of the Infrastructure Improvements.

Section 3.4. Reserved.

Section 3.5. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Infrastructure Improvements dedicated to and accepted by the City, and that such amounts are true and correct. The Developer shall submit the Certification after all the Infrastructure Improvements have been completed, dedicated to and accepted by the City. *See* Exhibit D for the form of Certification. Along with the Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred

for construction of the Public Improvements. The City's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.6. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

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

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

Section 3.7. No Special Legal Entitlements to Infrastructure Improvements. Developer recognizes and agrees, that upon dedication to the City and the City's acceptance thereof, the Infrastructure Improvements shall be owned by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

ARTICLE IV. STATE AGREEMENT

Section 4.1. State Agreement. The Developer has applied for, or been approved for, Workforce Housing Tax Credits by the Iowa Economic Development Authority (IEDA) for the Project described in this Agreement. The City's performance under this Agreement is conditional upon IEDA's approval of the Developer for Workforce Housing Tax Credits, the execution of the State Agreement between IEDA and the Developer by no later than January 1, 2025, and, following execution of the State Agreement, the Developer's continued compliance with the State Agreement until the Termination Date.

Section 4.2. Local Match. The Economic Development Grants provided for in Article VIII of this Agreement are intended to serve as the local match for Developer's application for incentives under the Iowa Economic Development Authority's Workforce Housing Tax Credits Program. If the Developer is not approved by IEDA for the Workforce Housing Tax Credits, the Developer shall not be eligible for the Economic Development Grants described herein.

Section 4.3. Indemnification. Developer shall indemnify and hold harmless the City from any loss arising out of or related to the City's failure to fulfill the terms of the State Agreement or any related agreement with IEDA if the City's failure is due to an Event of Default by the Developer.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date (excepting any portion of the Minimum Improvements no longer owned by Developer, whether following sale to a Homebuyer or dedication to and acceptance by the City), Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements (excepting any portion of the Minimum Improvements then-owned by a Homebuyer, or dedicated to and accepted by the City), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and

tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions, subject to the following:

a. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are conveyed to Homebuyers; and

b. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are dedicated to and accepted by the City.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee, Homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, Homebuyers, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Infrastructure Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given project of the Infrastructure Improvements shall remain in effect until construction of such Improvement is completed, at which time a four-year maintenance bond(s) shall be substituted for each performance bond with respect to paving and a two-year maintenance bond(s) shall be substituted for each performance bond with respect to any underground work. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Infrastructure Improvements.

Section 6.7. No Abatement. Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law, and Developer shall inform prospective Homebuyers of this information in writing prior to the sale to a buyer of any lot(s) on the Development Property and secure a receipt from all Homebuyers that they received such information prior to the sale in the form of Exhibit F.

Section 6.8. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Carroll County is 36.62%. The City will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

a. Payment and Calculation of Economic Development Grants. Starting with the June 1 of the first fiscal year that the City receives Tax Increment from the County for the Urban Renewal Area, and on each June 1 thereafter the City shall make an Economic Development Grant to Developer until the earliest of: (i) ten (10) Economic Development Grants have been paid to Developer, (ii) the maximum aggregate amount of Economic Development Grants, as described in Section 8.1(b), has been paid to Developer; or (iii) this Agreement has been terminated pursuant to its terms.

Each annual payment shall be equal in amount to 100% of the Tax Increments remaining after the LMI assistance requirements of Chapter 403 are satisfied, with respect to the Tax Increments that were collected by the City with respect to the Development Property and the Minimum Improvements and deposited into the 704 Development Corp. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

For example, if no Housing Units are sold as LMI-affordable units and the percentage of LMI Families in Carroll County is 36.62%, the LMI requirements of Chapter 403 require that 36.62% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 63.38% of the originally collected Tax Increments.

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(b).

b. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in Section 8.1(a); (ii) \$72,000; or (iii) the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.5 and approved by the City as a part of Developer's completion of the Project. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1(a), even if the aggregate amount is less than \$72,000.

c. Certification of Infrastructure Improvement Costs. The Developer acknowledges that under current law, for non-LMI residential urban renewal projects, Tax Increment can only be used in support of the provision of public improvements related to housing and residential development; therefore, the amount of Tax Increment used for the Project cannot exceed the Qualified Costs and Expenses. The obligation of the City to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification of Qualified Costs and Expenses required under Section 3.5 and the City's approval thereof.

d. City Certification, Timing. It is the responsibility of the Developer to inform the City in writing when it wishes that the City first certify debt in the Urban Renewal Area by submitting the form attached as Exhibit E by October 1 of the year the Developer wishes the City to certify for Tax Increment. After the Developer requests that the City first certify for Tax Increment, and if the Developer's Certification and supporting documentation is timely filed, contains the information required under Section 3.5, and the City approves of the same; and Developer satisfies all terms of this Agreement and all conditions precedent in Section 8.4 are satisfied, the City shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments

imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and a portion of which shall thereafter be disbursed to the Developer on June 1 of that fiscal year, provided that Developer remains in compliance with the terms of this Agreement at the time of payment. As an example, if the first Housing Units are built and fully assessed on January 1, 2019, and if the Developer requests the City to first certify by October 1, 2019, the City would then review the Developer's request, and if approved and all other terms of this Agreement are satisfied, would certify for the Tax Increment generated by the Minimum Improvements by December 1, 2019, for collection by the County and payment to the City in fiscal year 2020-2021, allowing for initial Grant to be paid to Developer on June 1, 2021, all subject to the terms of this Article and this Agreement.

If Developer fails to submit a written request that the City first certify debt under this Section 8.1(d) by October 1, 2020, then this Agreement shall automatically terminate with no further action required by the City.

Section 8.2. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the 704 Development Corp. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt of such an opinion, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may

terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the 704 Development Corp. TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to the terms of this Article, the City shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, including but not limited to recovering the City's costs in establishing the Plan and adopting this Agreement, and the City shall have no obligations to the Developer with respect to the use thereof.

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Sections 8.1 and 8.2, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the all of the following:

- a. Developer's dedication of the Infrastructure Improvements to the City and the City's acceptance thereof (i.e., Developer's completion of the Infrastructure Improvements consistent with this Agreement, including completion by the date set forth in Section 2.2(j) and the provision of the maintenance bonds required by Section 6.6);
- b. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Infrastructure Improvements as set forth in Section 3.5, using Exhibit D;
- c. Developer's filing of the written request that the City first certify debt to the County, using Exhibit E, received by the City no later than October 1, 2020;
- d. Developer's compliance with the terms of this Agreement and the State Agreement at the time of payment.

In the event that an Event of Default occurs, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Section 8.5. Clawback. In addition to the Events of Default listed in Section 11.1, it shall be an Event of Default under this Agreement if the total project costs per Housing Unit is over \$215,000.00 and/or makes the Housing Unit ineligible for the Workforce Housing Tax Credit program under the terms of the State Agreement. If this Event of Default occurs, in addition to the remedies set forth in Section 11.2, the City shall be entitled to recover from Developer, take any action, including legal action, it deems necessary to recover, and Developer shall repay to the City, an amount equal to the full amount of any Economic Development Grants previously made to Developer under this Agreement, with interest thereon at the highest rate permitted by State law.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, or the Minimum Improvements (but, with respect to the Infrastructure Improvements, only until the City accepts said Infrastructure Improvements and the maintenance bond has been issued on said Infrastructure Improvements).

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

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

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

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events, in addition to the Event of Default described in Section 8.5:

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

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

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

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

e. The Developer shall:

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

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

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

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

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

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 11.1(d) or 11.1(e) of said Section 11.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement;

c. The City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants; and

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

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to 704 Development Corp. at 704 W Highway 30, Carroll, IA 51401; Attn: Matthew P. Greteman, President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 112 E. Fifth Street, Carroll, IA 51401; Attn: City Manager;

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

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2031, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____

Eric Jensen, Mayor

ATTEST:

By: _____

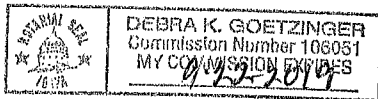
Laura Schaefer, City Clerk

STATE OF IOWA)

) SS

COUNTY OF CARROLL)

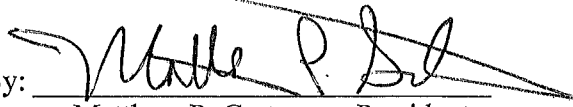
On this 27th day of August, 2018, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Debra K. Goetzinger
Notary Public in and for the State of Iowa

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

704 DEVELOPMENT CORP., an Iowa corporation

By: 
Matthew P. Greteman, President

ATTEST:

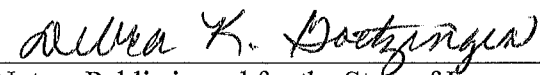
By: _____

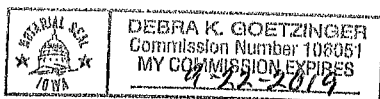
Name: _____

Its: _____

STATE OF IOWA)
COUNTY OF Cannell) SS

On this 23rd day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman and _____ to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.


Notary Public in and for the State of Iowa



[Signature page to Agreement for Private Development – 704 Development Corp.]

EXHIBIT A

DEVELOPMENT PROPERTY

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

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

Exhibit A-1

Execution Version

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 12 Housing Units (in 6 separate duplex buildings) together with related site improvements for the housing development and Infrastructure Improvements, to be constructed consistent with approved plats and plans.

Each Housing Unit shall include approximately 1200 to 1360 square feet of livable space, and be valued for sale at approximately \$200,000. The Housing Units are estimated to be completed by March 1, 2021.

The Infrastructure Improvements include the construction and/or installation of street, sanitary sewer, storm water, gas, and electric infrastructure to be completed by Developer on the Development Property under this Agreement and dedicated to the City upon completion by Developer and acceptance by the City. The Infrastructure Improvements will be completed by June 1, 2020 and will require an investment of approximately \$250,000 by the Developer.

EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the "City") and 704 Development Corp., an Iowa limited liability limited partnership (the "Developer"), did on or about the 27 day of August, 2018, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

WHEREAS, the term of this Agreement shall commence on the 27 day of August, 2018 and terminate on the Termination Date, as set forth in the Agreement; and

Exhibit C-1

Execution Version

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said 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, City Hall, Carroll, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the 27 day of August, 2018.

[Rest of page intentionally left blank; Signature pages to follow]

(SEAL)

CITY OF CARROLL, IOWA

By: _____

Eric Jensen, Mayor

ATTEST:

By: _____

Laura Schaefer, City Clerk

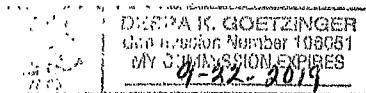
STATE OF IOWA)

) SS

COUNTY OF CARROLL)

On this 27th day of August, 2018, before me a Notary Public in and for said State, personally appeared Eric Jensen and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Debra K. Goetzinger
Notary Public in and for the State of Iowa



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

Exhibit C-3

Execution Version

704 DEVELOPMENT CORP., an Iowa corporation

By: Matthew P. Greteman
Matthew P. Greteman, President

ATTEST:

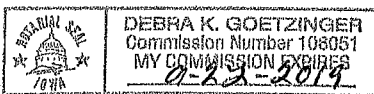
By: _____

Name: _____

Its: _____

STATE OF IOWA)
COUNTY OF Carroll) SS

On this 23rd day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman and _____ to me personally known, who, being by me duly sworn, did say that they are the President and _____, respectively, of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.



Debra K. Goetzinger
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – 704 Development Corp.]

EXHIBIT D
DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS

704 Development Corp. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Infrastructure Improvements that are the subject of a Development Agreement entered into the _____ day of _____, 2018 between the City of Carroll, Iowa and the Developer (the "Agreement").

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

If you need additional space please attach another table.

Attach actual receipts and invoices

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

704 DEVELOPMENT CORP.

By: _____

Its: _____

STATE OF IOWA)
) SS
 COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is _____ of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him/her voluntarily executed.

 Notary Public in and for the State of Iowa

Exhibit D-1

EXHIBIT E
DEVELOPER'S REQUEST FOR CITY CERTIFICATION
FOR TAX INCREMENT

Developer must file this Request for City Certification of Debt by October 1 of the year in which it requests that the City certify its request for Tax Increment to the County by December 1.

Please note, the City will certify in the year Developer submits this form. **The City's certification will set the base year and start the time for expiration of the ability to collect Tax Increment from the Development Property.**

If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the City certify its request for Tax Increment to the County by December 1, 20_____:

(check yes or no): yes _____ no _____.

Signed this _____ day of _____, 20_____.

704 DEVELOPMENT CORP.

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is _____ of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him/her voluntarily executed.

Notary Public in and for the State of Iowa

Exhibit E-1

Execution Version

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

To:

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

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

01458156-1\10275-063

Exhibit F-1

Execution Version

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF CARROLL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO AN
AGREEMENT TO REINSTITUTE THE AGREEMENT FOR
PRIVATE DEVELOPMENT WITH 704 DEVELOPMENT
CORP., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on November 14, 2022, at 5:15 P.M. in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development By and Between the City of Carroll and 704 Development Corp. with 704 Development Corp. (the "Developer").

The City of Carroll, Iowa ("City") and the Developer have previously entered into an Agreement for Private Development dated August 27, 2018 ("Original Agreement"), pursuant to which, among other things, the Developer agreed to construct certain Infrastructure Improvements and Housing Units (collectively "Minimum Improvements") (as defined in the Original Agreement) on certain real property located within the Rolling Hills South Condominiums Urban Renewal Area (the "Development Property").

The Original Agreement automatically terminated on October 21, 2020, and the City and Developer now desire to reinstitute the terms and conditions of the Original Agreement pursuant to a proposed Agreement to Reinstitute the Agreement for Private Development (the "New Agreement") to: (i) reinstitute the terms and conditions of the Original Agreement; (ii) to extend the deadline for completing the Housing Units; (iii) establish the date by which the City will certify debt to the County; and (iv) establish a new termination date for the New Agreement; and

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

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

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

Dated this _____ day of _____, 2022.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

02113418-1\10275-086

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

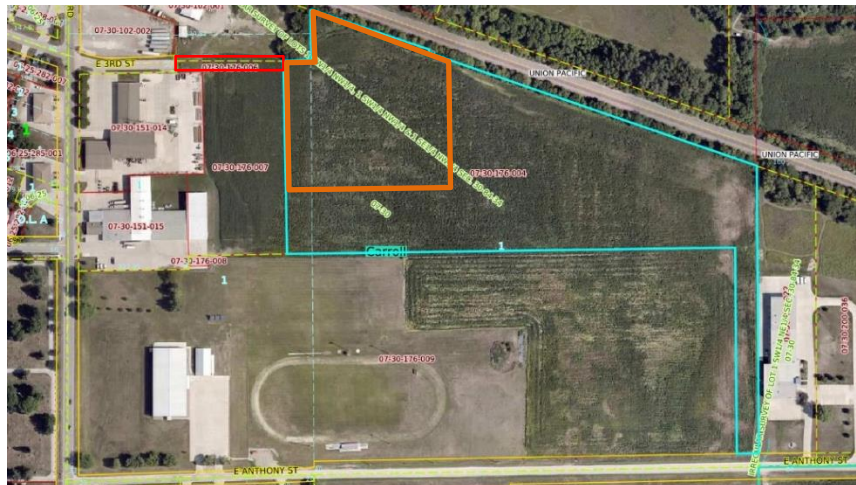
DATE: October 20, 2022

SUBJECT: Villas at Governors Field Urban Renewal Plan

- Engagement Letter – Urban Renewal Plan and Development Agreement.

Overland Property Group was awarded Low-Income Housing Tax Credits (LIHTC) from the Iowa Finance Authority (IFA) and will complete the construction of a proposed new 35-unit affordable housing community.

The proposed site, shown to the right, would have access off East 3rd Street. The area highlighted in orange shows the approximate location of the development. The main development is on property currently owned by Region XII Council of Governments. The extension of 3rd Street, shown in red, is also being acquired by the Overland Property Group to support this development.



Currently the northern portion of this property is owned by Mark Schreck and the southern portion is owned by James Auen and Miriam Auen. The Overland Park Group has agreements in place from all three parties for the needed land for the proposed development. The extension of 3rd Street would also make the property owned by Mr. Schreck and the Auens more developable in the future.

The housing will be made up of two- and four-bedroom unit townhome style apartments and include ADA compliant construction. Additionally, the project will involve the Developer completing 3rd Street to the project site as a public street and extending water and sanitary sewer to the project. Construction is anticipated to take place in 2022-2023. The Developer is expected to invest approximately \$9,000,000 in the project.

In exchange, the City will provide the Developer with rebates of incremental taxes created by the project and a \$150,000 pass through grant from Region XII Council of Governments, up to a total cost not to exceed the lesser of the costs of the street and sanitary sewer construction, or \$689,000.

The incentives will be subject to annual appropriation and the terms and conditions of a detailed development agreement.

Staff continues to work with the developer and Nathan Overberg with Ahlers & Cooney, P.C. to complete the Urban Renewal Plan and Development Agreement for the development. Staff hopes to be able to review an early draft of the Urban Renewal Plan and Development Agreement at the October 24th meeting. These will not be in final form for the meeting and no action will be requested to be taken by the Council.

An Engagement Agreement for services related to the work on the Urban Renewal Plan and Development Agreement has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare the Plan in accordance with Iowa Code Chapter 403 or review the Plan prepared by a third party for compliance with Iowa Code 403, at the direction the City;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Plan;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Plan;
5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Plan under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);
6. Prepare the Development Agreement, per the terms provided to them by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for the Plan and Development Agreement; and
9. Complete a transcript file record related to the adoption of the Plan and Development Agreement.

RECOMMENDATION: Mayor and City Council consideration and approval of a resolution approving the Engagement Agreement with Ahlers & Cooney, P.C.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH AHLERS & COONEY, P.C. FOR THE URBAN RENEWAL PLAN AND DEVELOPMENT AGREEMENT

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

WHEREAS, the Engagement Agreement is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Engagement Agreement, 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 24th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Ahlers & Cooney, P.C.

Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Nathan J. Overberg

515.246.0329

noverberg@ahlerslaw.com

Jenna H.B. Sabroske

515.246.0328

jsabroske@ahlerslaw.com

October 6, 2022

Sent via email: mpoggeweaver@cityofcarroll.com

Mike Pogge-Weaver
City Manager
City of Carroll
112 East 5th Street
Carroll, IA 51401

RE: Engagement Letter – Urban Renewal Plan and Development Agreement

Dear Mike:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the “City”) in connection with a new Urban Renewal Plan (the “Plan”) for a new Urban Renewal Area (the “Urban Renewal Area”) and a development agreement with Overland Property Group, LLC in the Urban Renewal Area (the “Development Agreement”), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Plan in accordance with Iowa Code Chapter 403 or review the Plan prepared by a third party for compliance with Iowa Code 403, at the direction the City;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Plan;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Plan;

5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Plan under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);
6. Prepare the Development Agreement, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for the Plan and Development Agreement; and
9. Complete a transcript file record related to the adoption of the Plan and Development Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Plan or Development Agreement;
2. Defending any legal challenges to or arising out of the Plan, any TIF ordinance, or any development agreements thereunder (including the Development Agreement);
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the Urban Renewal Area or Urban Renewal Plan, any urban renewal projects, the collection of tax increment, or the Development Agreement after the adoption of the Plan and Development Agreement (and after completion of the transcript file on the Plan and Development Agreement); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City’s execution of

this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Plan and Development Agreement are adopted/approved by the Council and our final invoice has been paid.

FEES

We will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. Mr. Overberg's current hourly rate is \$320, Ms. Sabroske's rate is \$220, and our legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.


Ahlers & Cooney, P.C.

Sincerely,

By:


Nathan J. Overberg

By:


Jenna H.B. Sabroske

Accepted and approved on behalf of the City Council of the City of Carroll, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2022.

02110168-1\10275-084

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *lao*
DATE: October 17, 2022
SUBJECT: Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc.
Annual Tax Increment Finance Appropriations for FY 2024

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

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

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

The developer has completed construction of the building and certified the creation of 10 new jobs, as required by the agreement.

The attached resolution also appropriates the tax increment finance (TIF) revenue to be collected in FY 2024 related to this project to be paid to the developer and to account for this in the FY 2024 budget. This is the sixth year of annual appropriations. The remaining grant amount available is \$216,070.11.

RECOMMENDATION: Council consideration and approval of the resolution obligating funds from the Central Business District Urban Renewal Tax Revenue Fund for appropriation of the payment of the tax increment grant to Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc. for FY 2024.

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Development Agreement requires the Developer to maintain a minimum of 10 full-time permanent jobs. On September 1, 2022, the Developer certified 10 full-time jobs; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2023; and

WHEREAS, the City Clerk is directed to certify the amount obligated for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund, to the County Auditor by December 1, 2022, of debt payable from the Urban Renewal Tax Revenue Fund.

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

Section 1. The City Council hereby obligates a portion of the said Incremental Property Tax Revenues so received as described in the preambles hereof for appropriation from

the Urban Renewal Tax Revenue Fund to the Semi-Annual Payment in the fiscal year beginning July 1, 2023.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2022 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

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

PASSED AND APPROVED this 24th day of October, 2022.

Mark E. Beardmore, Mayor

Attest:

Laura A. Schaefer, City Clerk

EXHIBIT C

FORM OF ANNUAL CERTIFICATION
(DUE ON OR BEFORE OCTOBER 15 EACH YEAR)

WHEREAS, the City of Carroll, Iowa (the "City") and Biokinometrics Holdings, LLC, an Iowa Limited Liability Company DMBA Properties & Consulting, Inc., an Iowa Sub-S Corporation (collectively the "Developer") did on or about the 27 day of December 2016, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"); and

WHEREAS, the Agreement obligated the Developer to undertake the Project (as defined therein), and incorporated and contained certain covenants with respect to the operation and employment thereof, and as such the Developer hereby certifies the following:

NOW, THEREFORE, pursuant to the Agreement, this is to certify the following:

(A) As of the date hereof, there are 10 full-time employees working at the Project located on the Property.

(B) The undersigned has reviewed the Agreement and with the exception of those items attached hereto, certifies all warranties, covenants and provisions of the Agreement have been and continue to be complied with, and that no events of default have occurred which could cause the Agreement to be terminated.

[If an event of default has occurred or is occurring, attach hereto a description of the action Developer has taken to remedy such event of default.]

Signed this 1ST day of September, 2022

BIOKINEMATRICS HOLDINGS, LLC

By: [Signature]

Title: Manager

DMBA PROPERTIES & CONSULTING, INC.

By: [Signature]

Title: President

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: October 18, 2022
SUBJECT: Health Insurance Partial Self-Funding Administration Proposal

For many years the City has been partially self-funding the health insurance plan offered to employees. Since the beginning of that arrangement, the City began working with Kabel Business Services. Over the years, Kabel Business Services has been sold to another business now called iSolved Benefit Services.

iSolved's business is mostly focused on flex spending administration, COBRA administration, health savings accounts and health reimbursement accounts and not a true self-funding third party administrator (TPA). More recently, iSolved's customer service model has deteriorated and it is very time-consuming working with them.

In discussions with the City's health insurance consultants, Benefit Source, Inc. (BSI), a proposal from Employee Benefit Systems, Inc. (EBS) was received to provide third party administration services for the City's partial self-funded health insurance plan. EBS has been a TPA since 1984 and administers over 700 groups including both public and private sector clients. BSI has worked with EBS for many years and has a very good working relationship with them.

Employees will have access to a gateway portal to view their explanation of benefits (EOBs), claims information and manage their profile. City staff will have access to a HIPAA-compliant, user-rights based gateway portal for convenient self-service options and billing information.

The quoted fee is \$7.00 per participating employee per month plus a one-time setup fee of \$500. This compares to the current fee of \$3.25 per participating employee per month. Even though this is an increase in cost, this partially self-funded health insurance model will continue to save money over a fully insured plan over the years. Both city staff and BSI recommend switching to EBS for the third-party administration of the partial self-funding of the City's health insurance benefits.

RECOMMENDATION: Council consideration and approval of the resolution approving the proposal from Employee Benefits Systems for the partial self-funding administration of the City's health insurance benefits at a quoted fee of \$7.00 per participating employee per month and a one-time setup fee of \$500 to be effective January 1, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PARTIAL SELF-FUNDING ADMINISTRATION PROPOSAL FROM EMPLOYEE BENEFIT SYSTEMS

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

WHEREAS, it is determined that the approval of the Partial Self-Funding Administration Proposal from Employee Benefit Systems effective January 1, 2023 is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the Partial Self-Funding Administration Proposal from Employee Benefit Systems be authorized and approved and that the City Clerk/Finance Director is hereby authorized to execute the necessary paperwork with Employee Benefit Systems.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 24th day of October, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



**PROPOSAL:
PARTIAL SELF-FUNDING
ADMINISTRATION**

PREPARED FOR:
City of Carroll
September 27, 2022

Vendor Information

Employee Benefit Systems

FEIN: 42-1491310 Incorporated 1984

Employee Benefit Systems (EBS) was established as a Third-Party Administrator (TPA) in 1984 and is based in Burlington Iowa. EBS prides itself on providing a full range of insurance and administrative services to meet our client's needs.

Director of Operations: Kelly Augustine
Benefit Department Manager: Tabitha Langan

Contact Information

Address: 214 North Main Street; Burlington, Iowa 52601
Phone: 1-800-373-1327
Fax: 319-758-8561 or 319-758-8562
Email: benefitdepartment@ebs-tpa.com
Website: www.ebs-tpa.com
Hours: 8:00 am – 5:00pm; Monday-Friday

Vendor Philosophy

EBS Philosophy: We strive to deliver the highest-level service with integrity and excellence, while developing life-long valuable relationships with our clients. Our goal is to help clients control costs, increase their employee satisfaction, and maximize their returns by utilizing our capabilities, systems, and expertise. We enjoy *Helping Administer Your Success!*

Why select EBS? Clients choose us for different reasons. Here are some reasons we hear about:

-Flexibility. Our years of experience have taught us that every client has their own unique benefit administration needs. We appreciate the fact that those needs often change over time, and we do our best to adapt smoothly.

-Cost of services. Some TPA's may hang their hat on being able to quote lower rates, but often their service can suffer. EBS is proud to be one of the most cost effective TPA's around without sacrificing excellent service.

-Promptness. One of the most welcomed values we bring to your day-to-day operations is being able to process claims as soon they are received. Questions and concerns are typically resolved in 24-48 business hours.

-Integrity. At EBS, it's important to us to always conduct business with sound judgment, honesty, and the highest ethical and compliance standards.

Employer Challenges to Health Insurance Trends

Many difficult challenges lie ahead for employers. One challenge is to provide quality Health Care Benefits at an affordable price with predictable inflation trends.

- Due to technological advances and consumer demands, medical care costs have increased faster than the general cost of living.
- Federal and state governments have limited benefits paid under Medicare and Medicaid, shifting billions of dollars in risks and exposure from the public and private sector.
- Because of the Baby Boom of the 1940s and early 1950s, the U.S. workforce is aging, which results in higher utilization of health care. This trend is not expected to level out anytime soon.
- Federal and state mandates for group health policies cause higher utilization and increased premiums.

When these and other factors are considered, it's no wonder that some insurance companies have completely exited the health insurance market, while others have drastically increased rates. Employers are forced to search for ways to reduce costs and improve available cash flow.

The EBS Solution – Partial Self-Funding

A well thought out and designed Partial Self-Funded program offers the best solution for financing and managing a member's health care program. Members pay claims costs up to a set deductible level just like a regular health plan, but after that point, the employer covers the claims responsibilities until they meet a higher deductible plan purchased through the insurance carrier. The member's fully insured plan pays 100% of eligible claims costs after that. By sharing some of the risk, the member will realize savings not available from typical insurance coverage. Partial Self-Funding is the perfect hedge against double-digit rate increases. Not only does the member lower their premiums, they do it without sacrificing the benefits they have come to expect.

EBS' Partial Self-Funding Experience

EBS administers over 700 groups, including 45,000 active member lives, along with an additional 50,000 dependent lives. EBS uses the state of the art technology in claims processing and reporting. With a staff of 40+ employees, every case is handled with a personal touch. Our experienced Group Management Team (GMT) will implement the entire group set up. This team works closely with the broker to ensure all necessary details are completed at the group's request. Each group is assigned one claims processor. This processor will have expert knowledge of the group's plan design. The member will have direct access to their assigned claims processor to answer any questions.

How Does Partial Self - Funding Work?

- The insurance carrier receives the claim filed by the member's provider.
- The claim is processed by the insurance carrier according to the benefits and limitations of the Deductible and Out-of-Pocket Maximum (OPM).
- The insurance carrier sends an electronic feed of the claim settlement at the high deductible level to EBS.
- Employee Benefit Systems settles the claim under the member's Partial Self-Funded Plan.
- After the claim is settled the benefit check or ACH deposit is sent to the provider. The member can view the EBS settlement (EOB) at their Gateway Portal online.
Please note: EBS does not send out paper EOB's to members

Financial Arrangements

Employee Benefit Systems (EBS) will issue claims payments out of a bank account established by the employer to fund the Partial Self-Funding claims. Administration fees will be billed monthly.

Employer Reports

- Monthly Check Register
- Annual Census and Claims Report

Other EBS services available to you

- Self-Funding Medical, Dental, & Vision Benefits
- FLEX with Debit Card
- HRA & HSA
- COBRA
- Consolidated Billing

Employer View of Gateway Claims Portal

The Employer Portal is a HIPAA-compliant, user-rights based live interface that empowers HR staff with secure, easy-to-use, role-based access to convenient self-service options, including employee data updates, notifications, and claims information.

WWW.EBS-TPA.COM

Employer Homepage

Employer Terminal

Home

Group Info
Group and group contact information.

Group ID: TESTGROUP

Test Group
1234 Main Street
Anywhere IA
Office: 888-888-8888
Fax: 888-888-9999

Group Contact
Andrew D. Clay
HR Generalist
Phone: 888-888-8888
Email: test@testgroup.com

Census by Plan Type
Plan type breakdown by family and insured count.

Family Count (Orange), Insured Count (Green)

Plan Type	Family Count	Insured Count
Medical	4.0	3.0
Dental	2.0	2.0
Disability	0.0	0.0
Flex	0.0	0.0
Other	1.0	1.0

Employer Resources
Resource links, and plan document downloads.

Links
Documents
PHI

Employer Group Claims View (Signed PHI Form Required)

Employer Terminal

Claims

Claims
Claim amount, information, and details.

Drag a column header and drop it here to group by that column

	Claim ID	Check #	Claim Type	Claim Status	Payment Status	Received	Svc. From	Svc. Thru	First Name	Last Name
^	0000005938000001	3	Dental	Payable	Paid	06/21/2016	05/10/2016	05/10/2016	Test	Person
^	0000005938000002		Dental	Denied	Paid	06/21/2016	05/12/2016	05/12/2016	Test	Person
^	0000005938000003	3	Dental	Partial Deny	Paid	06/21/2016	05/10/2016	05/10/2016	Test	Person
^	0000005938000004	3	Dental	Payable	Paid	06/21/2016	05/25/2016	05/25/2016	Test	Person
^	0000005938000005	3	Dental	Payable	Paid	06/21/2016	05/10/2016	05/10/2016	Test	Person
^	0000005938000006	3	Dental	Payable	Paid	06/21/2016	05/25/2016	05/25/2016	Test	Person
^	0000005938000007	3	Dental	Partial Deny	Paid	06/21/2016	05/10/2016	05/10/2016	Test	Person
^	0000006012000001	2	Professional	Payable	Paid	06/23/2016	05/10/2016	05/10/2016	Test	Person
^	0000006012000002		Professional	Payable	Paid	06/23/2016	05/12/2016	05/12/2016	Test	Person
^	0000006012000003		Professional	Denied	Paid	06/23/2016	05/20/2016	05/20/2016	Test	Person

Member View of Gateway Claims Portal

The Gateway Portal allows employees to become fully engaged in their benefit accounts. They may view EOBs, claims information, benefit accumulators and manage their profile. They can also view employer notifications, access forms, and link to other helpful resources.

WWW.EBS-TPA.COM

Homepage View

The screenshot shows the 'Member Terminal' homepage. On the left is a dark blue sidebar with the EBS logo and navigation links: Home, Claims, Info, Temp ID Card, Create a Request, and Message Center. The main content area has a top bar with 'Member Terminal' and user icons. Below this is a 'Home' section with a 'Employee Information' card. The card displays details for 'employee 1' (Tester), including address (123 Street, Burlington IA 52601), date of birth (2/1/1987), date enrolled (2/1/2017), and status (Active). It also shows 'Occupation: Not Found', 'Hire Date: Not Found', 'Pay Rate: Not Found', and 'Test Group: Division 1'. A '1000 Deductible Retiree Plan (Employee)' is listed. To the right is a 'Family Information' card with a table of family members.

	Se...	Name	DoB	Age
✓	01	employee 1 Tester	2/1/1987	30


Employee and Family Accumulators View

The screenshot shows the 'Member Terminal' with the 'Claims' section selected. The 'Accumulators' view displays the total of expenses that apply to the deductible and out-of-pocket maximum. It includes filters for Member (01 - employee 1 Tester), Plan (Medical (Medical Plan)), and Period (01-01-2017 to 12-31-2017). Below the filters are two tables: 'Member Totals' and 'Family Totals'. Both tables show 'Deductible' and 'Out of Pocket' amounts for '4Q Carryover', 'Used', 'Max', and 'Remaining' categories.




	Deductible			Out of Pocket		
	In Net	OON	Total	In Net	OON	Total
4Q Carryover	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Used	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Max	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Remaining	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00


	Deductible			Out of Pocket		
	In Net	OON	Total	In Net	OON	Total
4Q Carryover	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00


Employee Claims View



EMPLOYEE BENEFIT SYSTEMS
HELPING ADMINISTER YOUR SUCCESS


Member Terminal







Claims



 Home


 Claims

 Info

 Temp ID Card

 Create a Request

 Message Center


Claims
Claim amount, information, and details.

Drag a column header and drop it here to group by that column.

	Claim ID	Claim Type	Claim Status	Payment Status	Received ↓	Svc. From	Svc. Thru	First Name	Last Name
^...	0000023445000001	Professional	Payable	Paid	07/14/2017	07/01/2017	07/01/2017	employee 1	Tester
^...	0000023450000001	Professional	Payable	Paid	07/14/2017	07/05/2017	07/05/2017	employee 1	Tester

Generated Employee EOB View

Service Information

Patient: employee 1 Tester
 Patient Acct. #: _____
 Employee #: 733907690 - 01
 Employer/Sponsor: Test Group

 Servicing Provider: MEDICAL CTR

 Network: Network

 Plan: 1000 Deductible Retiree Plan

Claim Information

Gateway ID: 0000023445000001	Claim Status: Payable
Claim #: 1310198	Payment Status: Paid
Check #: 2104	Received: 7/14/2017
Pay To: employee 1 Tester	Entered: 7/14/2017
	Processed: 7/14/2017
Co-Pay: \$0.00	Paid: 7/14/2017
Co-Insurance: \$0.00	
Deductible: \$0.00	Explanation Codes
Not Covered: \$0.00	

Paid by Other Insurance:	\$0.00
Total Member Responsibility:	\$0.00
Paid by Plan:	\$1,000.00

Plan Deductible Total

	Plan Max	Net. Used	Remaining
Family	\$0.00	\$0.00	\$0.00
Member	\$0.00	\$0.00	\$0.00

Plan Out of Pocket Total

	Plan Max	Net. Used	Remaining
Family	\$0.00	\$0.00	\$0.00
Member	\$0.00	\$0.00	\$0.00

Out-of-Network charges may increase deductible and out-of-pocket limits depending on plan design.

Service Dates	Service Provided	Billed	Allowed	Discount	Co Pay	Co Ins	Ded.	Mem Resp	Paid	Ex_Codes	
07/01/17	07/01/17	Medicine	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
		Totals:	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	

Ex. Code **Description**

This is your copy of the Explanation of Benefits. It shows the expenses received, how the benefits were calculated and the date and to whom any payments were made either to yourself or on your behalf. If you do not understand the explanation of benefits, please contact Employee Benefit Systems for further explanation. If you disagree with the denial or partial denial of a claim, you are entitled to a full and fair review. To obtain a review, submit a written request within 180 days of the date of this notice. Your request should include, date of your request, date of service in question, written comments, additional documentations, records or other information relating to the claim. Employee Benefit Systems will provide a written reply within 30 days of receipt of your request for a review. Additional information on an appeal may be found in your plan document.

PSF Implementation Checklist / Timeframe

- **Initial Paperwork from EBS to return:**
 - Implementation Form
 - Administration Agreement with Business Associate Agreement
 - Authorization for Disclosure of Protected Health Information (PHI)
 - Agent PHI Form, if applicable
- **Banking Forms** (this varies by benefit selected on implementation form)
- **Initial Census** – preferably excel (EBS template available)
 - Includes enrollment information, dependent information, tier structure, etc.
- **Enrollment/Change Form** (Only necessary if client is using paper)
- **Fully Insured Summary of Benefits (SBC)**
- **Determine Run-out and/or Run-In claim information** (if applicable)
- **Return signature on Plan Document**

EBS will create a SBC and Plan Document for the client after implementation forms and other required documents are returned.

The suggested return date for implementation form is two months prior to effective date for development and testing purposes.

All other required documents suggested return date is 45 days prior to effective date.

EBS Partial Self-Funding Administration Pricing

Monthly EBS Administration Fees

\$7.00 (PEPM) - Per participating employee per month (\$80.00 Monthly Minimum) Paperless EOB's

**Please note: EBS charges PEPM meaning Per Enrolled Employee Per month, not Per Eligible Employee Per Month. There can be a significant difference when comparing costs labeled PEPM from other TPA's.*

**All EOB's are made available to members electronically via the online portal. EBS does not send out paper EOB's to members.*

One Time Set-Up Fee

\$500 one time set up fee: Includes Plan Set-up for up to four Benefit Plans and four company divisions, Summary Plan Description (SPD), and annual Summary of Benefits and Coverage (SBC) required by ACA.

NO ANNUAL FEE

\$25 per company division (only applies if more than 4 divisions)

Bank Account Funding

Bank account funding will be through the Group's Bank of their choice. All member checks and ACH transactions are pulled from this account. All bank account reconciliation is performed by the Group.

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 20, 2022

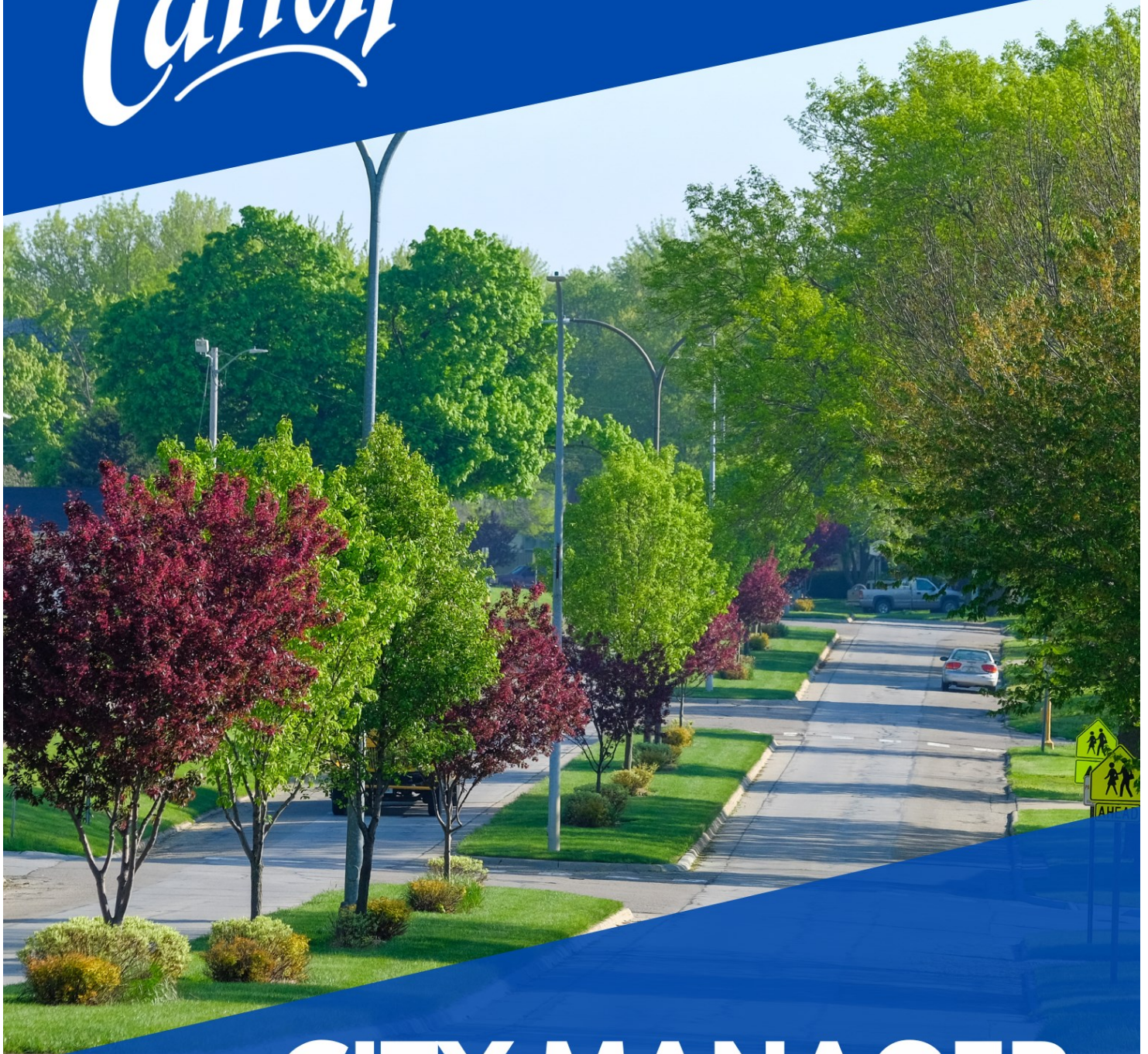
SUBJECT: City Manager Job Description and Position Profile

Elizabeth Hansen of Midwest Municipal Consulting LLC was in Carroll on Monday, October 17th meeting with the Mayor, Councilmembers, Department Heads and individuals from the community to discuss desired traits they want to see in the next City Manager in order to develop a profile for the position. Attached is the position profile. Also attached is a copy of the current job description for the City Manager position.

If the documents are approved, advertising for the position will begin on October 25th with application material due to Elizabeth Hansen 18 days later on November 11th. The Council will review the selected finalists to interview for the position on November 21st with in person interviews tentatively set for December 9 and 10th.

RECOMMENDATION: Mayor and City Council review the City Manager job description and position profile and consider a motion approving them.

City of
Carroll



CITY MANAGER

CARROLL, IOWA



Midwest Municipal Consulting, L.L.C.

THE COMMUNITY

Carroll is the 40th largest city in the state of Iowa, located in Carroll County with an approximate population of 10,321 covering 5.69 square miles. Carroll sits at the intersection of US Highways 30 & 71 and is the retail and commercial hub of Western Iowa. The City is centrally located between the Sioux City, Iowa, Des Moines, Iowa and Omaha, Nebraska metropolitan areas.

Carroll enjoys quality recreational options, such as a library, parks, Swan Lake, trails, and indoor and outdoor swimming pools. The business community is diversified, not dependent upon any one economic sector, and employees are skilled and educated workers. Carroll has been recognized by USA Today as one of America's 50 best cities to live for low crime, low unemployment, and great recreational opportunities.

Arts and Culture: Carroll Recreation Center Theater hosts All Strings Attached Orchestra, dance recitals, school plays and much more! The former Carroll Public Carnegie Library now houses the Carroll County Historical Museum which is in the heart of Carroll. Carroll 5 Fridley Theatres is located on Main Street and provides movie-goers with a variety of movies each week. The Carroll Chamber of Commerce hosts Live + Local each year on the last Thursday evening of each month from May through September bringing live music to downtown Carroll. Carroll has a little bit of arts and culture for everyone!



Churches: Carroll is home to approximately 20 churches across 12 different denominations, providing the opportunity for residents to find the church home that best accommodates their beliefs, as well as their spirituality and community needs.

Health Care and Wellness: Carroll has many health and wellness opportunities and options for its residents. There is a critical access hospital (St. Anthony Regional Hospital) which includes family practice, birthing center, allergy, cancer care, orthopedics, physical therapy, surgical services and emergency care. Carroll has approximately 18 private practices, including chiropractors, ENT specialists, dermatologists and more. Carroll has the city-owned Recreation Center and three privately owned fitness gyms to stay fit and well.

Public Safety: The Police Department has 16 sworn police officers including the Police Chief, as well as a K9 Unit. The Fire Department has a full-time Fire Chief and 35 dedicated volunteers.

Airport: For international travel, Carroll is approximately 100 miles from the Des Moines International Airport, with six airlines and many connecting hubs. The Arthur N. Neu Municipal Airport is located approximately 5 miles outside corporate limits managed by a 5-member commission appointed by Council.

Education: The Carroll Community School District serves approximately 1,700 students in grades K – 12. In addition, the district operates a 4-year old preschool for about 200 students in two different sites throughout the community. The district has two elementary buildings, one middle school, one high school, and R.O.A.R. High.

Kuemper Catholic School System is a private school option offering education for 3 year old preschool - 12th grade for over 1,160 students.

KCSS has one elementary building, one middle school, one junior high and one high school. KuemperCares has three programs in one: After School, the Wraparound Program and the Summer Program.

Furthermore, Carroll is fortunate to have a Des Moines Area Community College campus with a new 10,700-square-foot addition completed in early 2022. DMACC Carroll Campus offers a wide range of credit classes as well as offering the UNI Elementary Education 2+2 program. Buena Vista University es-



Library: The Carroll Public Library serves the City of Carroll, rural Carroll County, and the towns of



Arcadia, Breda, Dedham, Halbur, Lidderdale, Templeton, and Willey. The library has also seen an influx of patrons from surrounding counties that come to Carroll for business. In 2016 Commercial Savings Bank (CSB) gifted the community of Carroll with its former building allowing the City to move forward with expanding the Library. City Hall offices moved out of the Farner Government Building which was shared by the Library, City Hall and the Police Department into the former CSB building. In 2020 the 20,000 square foot Library building was completed with new meeting spaces, technology areas and a large social staircase capable of

seating up to 50 people for events. The renovation also included community rooms, a makerspace and many new windows to utilize natural light. The children's section has plenty of room for little ones and allows many books to be on their level for easy access. Several children, tween and adult programs are available each month with seasonal activities included.

Parks and Recreation:

The parks system includes 12 parks on a total of 113 acres, including the Youth Sports Complex, Veteran's Memorial Park, Thomas Park, Southside Park, Rolling Hills Park, Northwest Park, Northeast Park, Minchen Park, Merchants Park Stadium, Maple Park, Graham Park and the Carroll Slowpitch Fields. The City owns and manages a 38- acre Cemetery and a 141-acre 18-hole Golf Course. There is also a dog park approximately two miles to the east of Carroll on Highway 30.

In 1948 Seastrom Brothers of Coon Rapids, Iowa, won the contract to build the 1,500 seat Merchants Stadium and on June 10, 1949, Merchants Stadium officially opened with a game between the Carroll Merchants and the Harlan Cardinals. Carroll Merchants Park is again home to the Iowa High School State Baseball Tournament through at least 2024. Currently the Merchants are playing in the M.I.N.K League with approximately 20 home games a year.



Sports Camps offered include tennis, golf, volleyball, and soccer. Special events and other activities offered are the Youth Triathlon, Jr. Golf Tournament, Kids' Night Out, Mermaid Party, Kick-It-Up Soccer Tournament, Turkey Shoot (basketball free throw contest), Jingle Bell Giving Tree Run/Walk, and Breakfast with Santa. Finally, Leisure Services Programs offers the following:

Youth: Spring/Fall Soccer, Blast Ball, T-Ball, Baseball, Softball, Flag Football, and Volleyball

Adult: Co-Ed Volleyball and Slow-pitch softball

Aquatics: Red Cross Parent Child, Preschool, and Youth Lessons, Lifeguard Certification, and Summer Swim Team Program.

Recreation Center – 59,000 square foot facility that includes an indoor swimming pool, whirlpool, sauna, gymnasium, exercise room with Cybex Weight Equipment, racquetball court, tennis and basketball courts, fitness room and theater for performing arts. The annual visitors in 2018 were 99,789 and 105,520 in 2019.

Outdoor Aquatic Center - 11,260 square foot pool with a zero-depth entry, lap lanes, water slides, diving boards and basin, and a water play area with fountains.



GOVERNANCE & ORGANIZATION

Carroll has been a municipal corporation since 1869 and adopted the Home Rule Charter. The city operates under a Mayor-Council with appointed Manager form of government and elects a six-member council as its legislative and governing body. The mayor is elected for a two-year term. There is one Council Member elected from each of the four Wards in Carroll and two At-Large Council Members each elected to four-year terms. The Mayor and Council hire the city manager, police chief, city attorney, and city clerk and appoint boards and commission members. The Mayor does not vote. The Council meets in regular session on the 2nd and 4th Monday of each month at 5:15 PM in the Council Chamber at 627 N. Adams Street.

The city's current tax rate is \$11.85703 per \$1,000 valuation (one of the lowest among peer communities), has a Moody's Bond Rating of Aa3, and has a FY 22-23 overall budget of approximately \$26.5 million, including capital projects. The city's finances are solid and stable.

COUNCIL PRIORITIES:

- ◆ Recreation Center Renovation Project - \$7,710,000
- ◆ Graham Park District Improvements
- ◆ Continue Trail Development
- ◆ Housing and Workforce Development
- ◆ Downtown Revitalization and Business Development
- ◆ Continue capital improvements, including Adams Street Reconstruction



MAJOR EMPLOYERS

St. Anthony Regional Hospital

Pella Corporation

Farner Bocken

American Home Shield

Carroll Community School District

New Hope Village

Wal-Mart

Game One

Smithfield Foods

Kuemper Catholic School System

New Opportunities, Inc.

Carroll County

City of Carroll

UTC Aerospace Systems

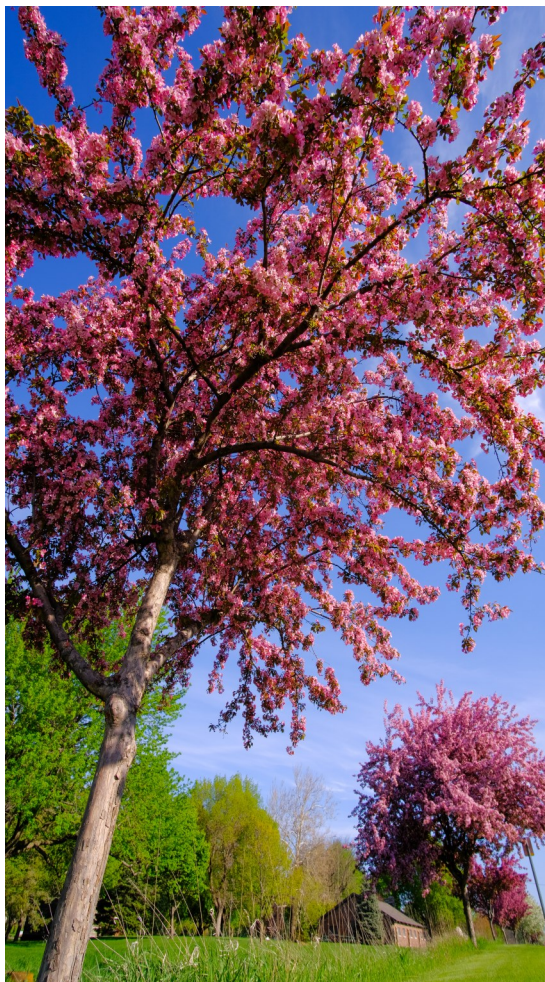
Carroll Coolers, Inc.

McFarland Clinic

Hy-Vee

ABOUT THE POSITION

The City Manager implements council policies and hires department heads to oversee department operations. The city employs approximately 65 regular and approximately 150 part time/seasonal employees.



The City holds an annual goal setting work session in the fall. The City Manager participates in the process and is expected to develop long-term strategies that will help the city address the current projects and priorities.

The City of Carroll seeks a visionary leader. 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 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 governments, community school districts, and many others. The City Manager must understand the importance of collaboration, maintain great relations and be creative to seek innovative ways to partner.

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 objectives, resulting 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.

It is important that the candidate has budgeting and fiscal management experience to maintain the city's sound financial standing. Forecasting long-term needs, planning and awareness of bonding practices and Tax Increment Financing (TIF) is critical.

Carroll is working on housing, workforce, business growth and redevelopment. The City Manager will lead the city on economic development efforts.

SPECIFIC TRAITS IDENTIFIED

- ◆ Proven leader and visionary; forecasting needs
- ◆ Experience leading dynamic projects/initiatives
- ◆ Strategic and Comprehensive Planning
- ◆ Knowledgeable of community development; zoning and annexation
- ◆ Infrastructure repair/replacement and CIP
- ◆ Approachable, friendly, an ambassador
- ◆ Performance evaluation, staff development, team building
- ◆ Has an open door policy; transparent
- ◆ Strong communicator and presenter
- ◆ Has a large professional network; connected
- ◆ Experienced in economic development
- ◆ Champions customer service; diplomatic
- ◆ Expansive knowledge of municipalities
- ◆ Accepts responsibility
- ◆ Fosters relationships with the Mayor, Council, community partners, regional entities, other communities and consultants
- ◆ Has experience with long-term financial planning (CIP, ERP, and other strategic planning, budgeting, and forecasting)
- ◆ Must be technologically proficient in all aspects of numerous hardware/software applications

EDUCATION, EXPERIENCE & TRAINING

Graduation from four (4) year college or university with an appropriate subject matter major and four (4) years of professional or administrative experience managing municipal government operations. May substitute a master's degree for one (1) year required experience or an equivalent combination of education and experience or training.

COMPENSATION AND BENEFITS

The salary range is \$109,813.20 to \$144,491.06 annually, depending on qualifications and experience, IPERS retirement benefits, life, medical, vision and dental insurance, holidays, and paid time off including vacation and medical leave benefits. A vehicle allowance is provided or mileage reimbursement is available. There is a 50% discounted Rec Center Membership. Residency within the city limits is required within six months of employment.

TENTATIVE TIMELINE

- 11/11 Applications will be accepted until noon
- 11/14 Screening/Written and/or Phone Interview
- 11/21 Selection of Finalists
- 12/2 Background Checks
- 12/9&10 Interviews

Jan/Feb New City Manager Starts



HOW TO APPLY



City of
Carroll

Submit your cover letter, resume, salary history and five work related references by noon CST on November 11, 2022 to Midwest Municipal Consulting, LLC. at Ehansen.mmc@gmail.com. See full job description at <https://www.cityofcarroll.com/carroll-government/city-careers/>. For more information, please contact Elizabeth Hansen by calling 515-391-9816.



Midwest Municipal Consulting, L.L.C.

The City of Carroll is an Equal Opportunity Employer

CITY OF CARROLL – JOB DESCRIPTION

Name: **Department:** Administration
Title: City Manager **FLSA:** Exempt
Date: **Reports to:** City Council

PURPOSE OF POSITION

Serves at the pleasure of the City Council as the Chief Administrative Officer of the City in the enforcement and execution of City ordinances; administrative direction and coordination of finance, public works, parks and recreation, police, fire, building inspection, zoning and other designated municipal departments; preparation of budget and accounting/financial controls; assist the Council by making investigations and reports relating to staff and facility improvements, expenditures, planning and developmental tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. They are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

Attends all meetings of the Council unless excused by the Mayor; evaluates and recommends such measures as deemed necessary for the effective management of government and welfare of its citizens.

Prepares and submits to the Council annually the required operating and capital improvement budgets for all City departments in consideration with Department Heads.

Evaluates the ongoing business affairs of the City; keeps the Council fully advised of the financial and other conditions of the City.

Evaluates existing municipal operation procedures, organizations, facilities, staffing and related needs and recommends fiscal and related policies as necessary.

Employs or discharges all employees subject to controlling policies and State/Federal laws and provisions, appoints administrative assistants and other designated personnel subject to Council approval; investigates the conduct and affairs of any department, agency, officer or employee under the Manager's supervision.

Reviews the performance of all contractual work done for the City; ensures that all materials, supplies and workmanship are of the quality and character specified; supervises the construction, improvement, repair, maintenance and management of all city property, capital improvements and undertakings of the City.

Cooperates with administrative agencies, boards, business and community groups; keeps Council informed on external developments which potentially has an impact on programs, services and policies.

Assists the Council, Zoning Commission and other designated parties in carrying out comprehensive plan and related planning activities within the City.

Performs such other duties as may be required by the City Council and can be reasonably expected of an employee in this class.

MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

Graduation from four (4) year college or university with an appropriate subject matter major and four (4) years of professional or administrative experience as an Assistant City Administrator in large municipality or City Administrator in a small municipality or substituting a master's degree for one (1) year of required experience or an equivalent combination of education and experience or their equivalent through experience and training.

MINIMUM PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

Physical Requirements

Managerial, administrative work which is not subject to unusual physical strength, activity or prolonged standing or walking. Aptitude required and job includes concentrated manual and finger dexterity, motor coordination, clarity of vision 20" or less, accommodation.

Cognitive Demands

Knowledge of public administration including the principals and practices of modern budget and financial management, human resource management, procurement, public works program administration, federal/state regulatory provisions, legislative processes, public relations, collection and disbursement of taxes, zoning property utilization, compliance programs; ability to evaluate programs and operations and to keep the City Council advised of the financial condition and immediate and future needs of the City; evaluate complaints in relation to matters relating to government administration and take appropriate remedial action; willingness to perform such other professional, management and administrative tasks not inconsistent with State/City ordinances and laws as the City Council.

Language Ability and Interpersonal Communication

Well-developed communication skills (negotiation, persuasion, supervision, mentoring and related skills) are critical to successful performance. Requires the ability to analyze information in great depth, subject matter knowledge and conceptualization related to data and people obtained by observation, investigation, interpretation, visualization, and mental thought (words, symbols, ideas, concepts and verbalization). Ability to provide leadership and direction to subordinates in effectuating change and obtaining goal attainment; ability to establish and maintain effective working relationships with subordinates, city officials, business and community groups, federal/state government representatives.

Environmental Adaptability

Dangerous work hazards and undesirable environmental conditions not present. Likelihood of personal injury as a result of either environmental or occupational hazards would be very slight.

I have read this job description and understand the requirements of this job. I am able to perform all the essential duties and responsibilities as listed above. Also, all my questions have been answered related to this job description.

Employee's Signature

Date

Department Head

Date

The City of Carroll is an Equal Employment Opportunity Employer. In compliance with the American's with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the employer.

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 11, 2022
SUBJECT: Carroll Recreation Center Improvements Project- 2021
• Change Order No. 2

During construction at the Carroll Recreation Center, unexpected items were discovered that needed to be addressed. The items are detail in the attached, proposed Change Order No. 2 and summarized below.

The added work includes over excavation to prepare the site, 37.5 tons of 3" crushed limestone, 20 tons of 1.5" limestone (both placed and compacted), and final grade and compaction of the soil on site. This site is located on the north side of the building under the future ADA access ramp.

In Change Order No. 2, there is also ASI #01 and ASI #03. Architectural Supplemental Instruction #01 is associated with adjusting frame modifications and overall fire rating and provides a \$107.00 credit. Architectural Supplemental Instruction #03 directly involves testing-adjusting-balancing of HVAC. This is a no cost change.

CCD #02 Soil Stabilization	\$6,175.00
ASI #01 FRP Frame Modifications	\$(107.00)
<u>ASI #03 HVAC Testing/Balancing</u>	<u>\$ 0.00</u>
Total Amount of Change Order #2	\$6,068.00

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 6,265,300.00	October 5, 2023
Change Order No. 1(Approved)	\$ 29,564.00	15 days
Contract with Change Order No. 1	\$ 6,294,864.00	October 20,2023
Change Order No. 2 (Proposed)	\$ 6,068.00	No Days
Contract with Change Order No. 2	\$6,300,932.00	October 20, 2023

The budget for the Carroll Recreation Center Improvements Project included a planned construction contingency of \$312,265. After approval of Change Order No.1, \$282,701 of the planned construction contingency remains. If the second change order is approved \$276,633 will remain for the project.

No additional workdays were included with Change Order No. 2 and the substantial completion date will remain October 20, 2023.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Change Order No. 2 in the amount of \$6,068.00 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: 02
 Date: 10.11.2022

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 #02, describing the work to be included as part of Change Order #02. Soil stabilization at the North entry ramp, as described. \$6,175.00
- 2) See attached ASI #01 - FRP Frame Modifications, with associated Cost Breakdown from Badding Construction, as described. (\$107.00) Credit
- 3) See attached ASI #03 - HVAC Testing-Adjusting-Balancing, with associated Cost Breakdown from Badding Construction, as described. \$0.00

TOTAL CHANGE: \$

The original Contract Sum was	\$ 6,265,300.00
The net change by previously authorized Change Orders	\$ 29,564.00
The Contract Sum prior to this Change Order was	\$ 6,294,864.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,068.00
The new Contract Sum including this Change Order will be	\$ 6,300,932.00

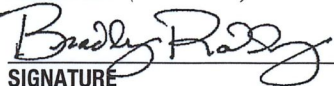
The Contract Time will be unchanged by () days.
 The new date of Substantial Completion will be October 20, 2023.

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

10.11.2022

DATE

Badding Construction

CONTRACTOR (Firm name)



SIGNATURE

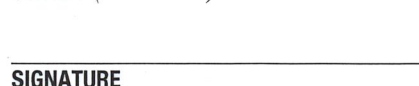
Nick Badding, President

PRINTED NAME AND TITLE

10/11/2022

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: 002
Date: 10.07.2022

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 entry ramp, 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 \$6,175.00.
 - ☐ 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.

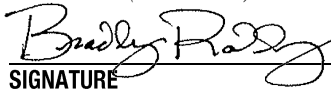
NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

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

10.07.2022

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

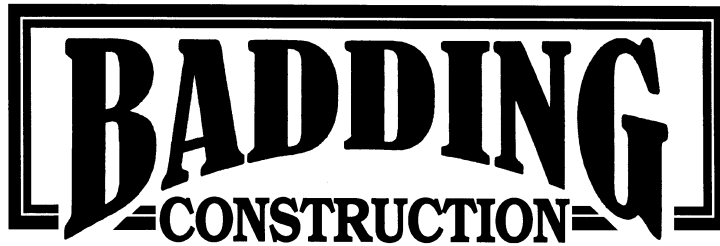
DATE

CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



October 5, 2022

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, IA
Soil Stabilization – North Ramp

Brad,

Per your request, please find listed below and attached the cost associated with the soil stabilization of the north exterior ramp.

Total Cost: \$ 6,175.00

Sincerely,

Nick Badding
President

cc: Larry Bruggeman
Bill Kunecke

Contractor's Cost Summary

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

Reference: Soil Stabilization
 North Ramp

Contractor: Badding Construction Company
 Carroll, Iowa

Date: 10/5/2022

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	\$5,550.00	
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		\$5,550.00
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$277.50
10.) Subtotal (lines 4, 5, 6, 8 and 9)		\$6,113.50
11.) Insurance & Performance Bond @ 0.10%		\$61.14
12.) Total Cost (lines 10 & 11)		\$6,175.00
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
10/5/2022

Description of Work		Rate	Sub-Total
The following is for the Rec Center, Carroll, IA. West Ramp area.			
Over excavation of building area, stockpile soil on site.	90 CY	\$5.00	\$450.00
Geogrid installed.	1	\$500.00	\$500.00
3" clean crushed limestone place & compact.	37.5 tons	\$80.00	\$3,000.00
1.5" minus crushed limestone Place & compact.	20 tons	\$80.00	\$1,600.00
Does not include backfill.			
Amount Due			\$5,550.00

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



Certified Testing Services, Inc.

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

REVIEW OF CONSTRUCTION

Client: Attn: Chad Tiemeyer
City of Carroll Parks & Recreation
112 E 5th St.
Carroll, IA 51401

Job No.: SL3390
Report No.: 04
Date: 10/04/22

Project: Recreation Center Improvements

Location: Carroll, IA

Report By: Casey Fix

Date: 09/29/22 Reviewed By: GRJ Date: 10/04/22

Prime Contractor: Badding Construction

Superintendent: Larry Bruggeman

Subcontractor: Daniels Dozers

Superintendent: Mike Daniels

Work in progress and/or completed since last report: A CTS Technician was on site for soil observations for a proposed footing 140' West from the NE Corner of the Rec Center Building. The Technician performed Probes and found the soil to be soft. CTS recommends that geo grid and rock be placed to stabilize the area. This is an area that has not received geo grid and rock previously. It is an additional area.

Instructions or information received from: N/A

Weather: Clear, 72°

Technician/Engineer time on project today: 3 hrs (Includes Travel Time)

Number of site visits today: 1

Time and Date for next visit: Will Call

Copies:



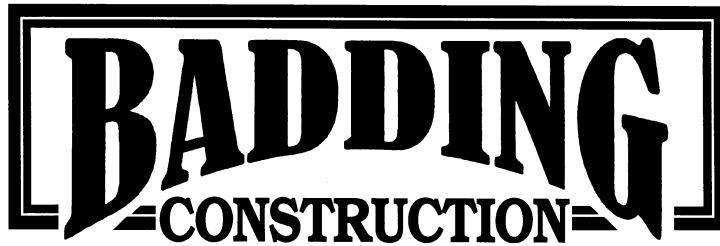
FF = 0'-0"

Top of landing = - 2'-11"

Top of stair footing = - 6'-0"

Bottom of stair footing = - 6'-10"

Top of existing building footing = - 7'-4"



September 14, 2022

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, IA
ASI 01 – FRP Frame Modifications

Brad,

Per your request, please find listed below and attached the credit associated with ASI 01 – FRP Frame Modifications.

Total Credit: (\$ 107.00)

Sincerely,

Nick Badding
President

cc: Nathan Harris
Larry Bruggeman

Contractor's Cost Summary

Project : Carroll Recreation Center Building Improvements Project 2021	Reference: ASI 01 - FRP Frame Modifications
Contractor: Badding Construction Company Carroll, Iowa	Date: 9/14/2022

1.)	Labor	\$880.00	
2.)	Materials	(\$3,925.00)	
3.)	Equipment	\$75.00	
4.)	Subtotal (lines 1 thru 3)		(\$2,970.00)
5.)	Overhead & Profit (10.0% of line 4)		(\$297.00)
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a. Slechta Masonry	\$2,000.00	
	b. Randy Janning Tile	\$0.00	
	c. K & D Painting	\$1,010.16	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		\$3,010.16
9.)	Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$150.51
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		(\$106.33)
11.)	Insurance & Performance Bond @ 0.10%		(\$1.06)
12.)	Total Cost (lines 10 & 11)		(\$107.00)
13.)	Adjustment in Contract Time (calendar days):		0 days

Nick Badding

From: Brad Sullivan <brad@burkeengineeringsales.com>
Sent: Wednesday, September 7, 2022 4:21 PM
To: Nick Badding
Subject: Re: ASI 01 - FRP Frame Modifications PRICE CHANGE

NICK,

DEDUCT\$4000.00 from the contract total.

to change mk #'s120,114b,103a,104 FRP 3070 with transome's

changed to mk #'s120,114b,103a,104 FRP 3070 with 4 "head with no transom with 90 min fire rated label

thank you Brad s

On 09/06/2022 9:17 AM, Nick Badding wrote:

I would like to get this pricing tomorrow.
Let me know if you have any questions.
Thanks
Nick

NICK BADDING

President



814 West 9th St. • Carroll, IA 51401
Phone (712) 792-4123
Fax (712) 792-6719

From: Nick Badding <nbadding@baddingconstruction.com>
Sent: Thursday, September 1, 2022 9:33 AM
To: Brad Sullivan - Burke Engineering <brad@burkeengineeringsales.com>; John Miller - Burke Engineering <john@burkeengineeringsales.com>; Darren Slechta - Slechta Masonry <slechtainc@gmail.com>; Joe Janning - Randy Janning Tile & Marble <joe@randyjanningtile.com>; craigluchtel@yahoo.com
Cc: Nick Badding <nbadding@baddingconstruction.com>; Larry Bruggeman <lbruggeman@baddingconstruction.com>
Subject: ASI 01 - FRP Frame Modifications

Call if you have any questions.

Slechta Masonry, Inc.

605 S 15th Street
Denison, IA 51442

Estimate

Date	Estimate #
9/7/2022	1091

Name / Address
BADDING CONSTRUCTION 814 W 9TH STREET CARROLL, IA 51401

			Project
Description	Qty	Cost	Total
RFI #3 for Carroll Rec Center Does not include lintel or removal of frame		2,000.00	2,000.00
		Total	\$2,000.00

Customer Signature _____

K&D PAINTING

RFI

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

Attn: Nick

To: Badding Construction

From: Craig Luchtel

Phone: (712) 792-4123

Pages: 1

Fax: (712) 792-6719

Date: 09/08/22

RE: Carroll Recreation Center

CC: File

This following price request includes all labor, material, and insurance for the above referenced project.

1. All changes to meet RFI-03

Labor: \$560.00

Material: \$318.40

15% Mark-Up: \$131.76

Add a sum of: \$1,010.16

Craig Luchtel

Craig Luchtel

President

Accepted by

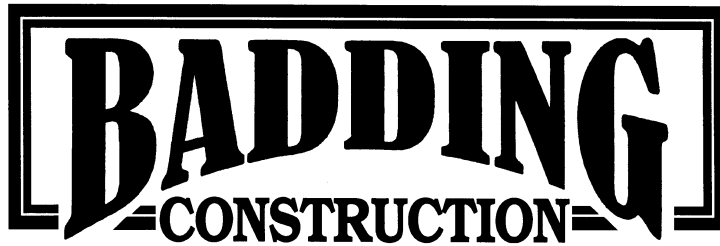
Nick Badding

From: Craig Luchtel <craigluchtel@yahoo.com>
Sent: Wednesday, September 14, 2022 11:09 AM
To: Nick Badding
Cc: craigluchtel@yahoo.com; Cory Waller
Subject: REC Center

Nick,

Per our conversation concerning RFP #3 or ASI #1, I haven't found anything in the drawings provided at the time of bidding that called for the North wall in Rm 101 Nararorium to have paint. Our price is to paint the two areas around the two doors to match the two existing wall colors using the paint system called to be used in High Humidity areas.

Thanks
Craig Luchtel
K&D Painting
712 830 0749



September 1, 2022

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, Iowa
ASI 01 – FRP Frame Modifications

TO: Burke Engineering
Slechta Masonry
Randy Janning Tile
K & D Painting

Please find attached ASI 01 – FRP Frame Modifications for the Carroll Recreation Center Building Improvements Project 2021 in Carroll, Iowa. Also attached is RFI 03 – FRP Doors Fire Rating along with photos and emails of the corresponding modifications that need to be made.

Please review the ASI and RFI and provide cost changes to me by noon Wednesday, September 7th.

Give me a call if you have any questions.

Thanks

Nick Badding
President

cc: Larry Bruggeman

enc.

architect's supplemental instructions #01

Date of Issuance: 8.31.2022

Project: Carroll Recreation Center Building Improvements 2021

Project No.: 3003.272.01

File No.: 12.07

Owner: City of Carroll

Contract for: Carroll Recreation Center

To: Nick Badding, Badding Construction

Contract Date: June 16th, 2022

Distribution: Tony Badding, Badding Construction
Larry Bruggerman, Badding Construction
Chad Tiemeyer, City of Carroll
Nathan Harris, RDG

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect. . **If any Contractor does not accept this ASI without a change in Cost or Time they must notify RDG by return of this ASI with appropriate acknowledgement indicated below within 14 days of issuance of the ASI. If no response is received within this 14 day period, or the Contractor proceeds with instructions without response, the ASI may be initiated at no change in Contract Cost or Contract Time. Any change in Cost or Time must be submitted as a proposal to RDG within 21 days of the ASI issuance and requires Owner approval prior to proceeding.**

Description:

In response to RFI #01 – FRP Doors and Frames Fire Rating, adjust frame types accordingly, for openings listed:

1. A10.01 – DOOR-WINDOW SCHEDULE-TYPES

- a. REVISE frame types for doors 103A, 104, 114B and 120 in schedule, to 'Type M4', as shown in FRAME TYPES Legend. Doors and frames to remain fire rated, as shown.

Attachment:

1. A10.01

Issued By: Brad Rodenburg, AIA - RDG



RDG Planning & Design

8.31.2022

Receipt Acknowledged as Follows:

- [] Accepted. No change in cost or time.
[] Request for change in cost or time will be submitted within 21 days of date of ASI.

Contractor (Signature) _____

GENERAL DOOR AND BORROWED LIGHT NOTES

THE FOLLOWING NOTES APPLY TO ALL SCHEDULED DOORS, FRAMES AND BORROWED LIGHTS.

- DOOR FINISHES, NEW AND EXISTING:
HM DOORS AND FRAMES, INTERIOR
HM DOORS AND FRAMES, EXTERIOR
ALUMINUM DOORS AND FRAMES
WOOD DOORS
WOOD FRAMES
FRP DOOR AND FRAMES
2. BORROWED LIGHT FINISHES, NEW AND EXISTING:
HM FRAMES, INTERIOR
ALUMINUM FRAMES
WOOD FRAMES
3. SEE WALL TYPES SHEET AND FLOOR PLANS FOR WALL INFORMATION.
FIELD VERIFY EXISTING WALLS FOR TYPE AND THICKNESS AND PROVIDE FRAME ANCHORS
AND THROAT DIMENSIONS TO CORRESPOND.
4. HEAD, JAMB AND SILL DETAILS FOR DOORS AND BORROWED LIGHTS ARE TYPICAL TO THE WALL.
CONSTRUCTION THEY ARE PLACED IN, UNLESS THE SCHEDULE DOES NOT INDICATE A HEAD,
JAMB OR SILL DETAIL, THE TYPICAL DETAIL APPLIES.
5. SEE SHEET A10.01 FOR TYPICAL DETAILS.
6. DOOR THICKNESS IS 1 3/4" UNLESS NOTED OTHERWISE.
7. EXISTING DOOR, FRAME, OR BORROWED LIGHT REFINISHING IS NOT REQUIRED UNLESS INDICATED
IN THE DOOR AND FRAME SCHEDULED REMARKS.
8. SEE SHEET A10.01 FOR GLAZING SCHEDULE.
9. IF THERE IS A CONFLICT BETWEEN THE HARDWARE SPECIFICATION AND THE DOOR SCHEDULE,
THE DOOR SCHEDULE CONTROLS. VERIFY PRIOR TO CONSTRUCTION.

DOOR AND FRAME SCHEDULE

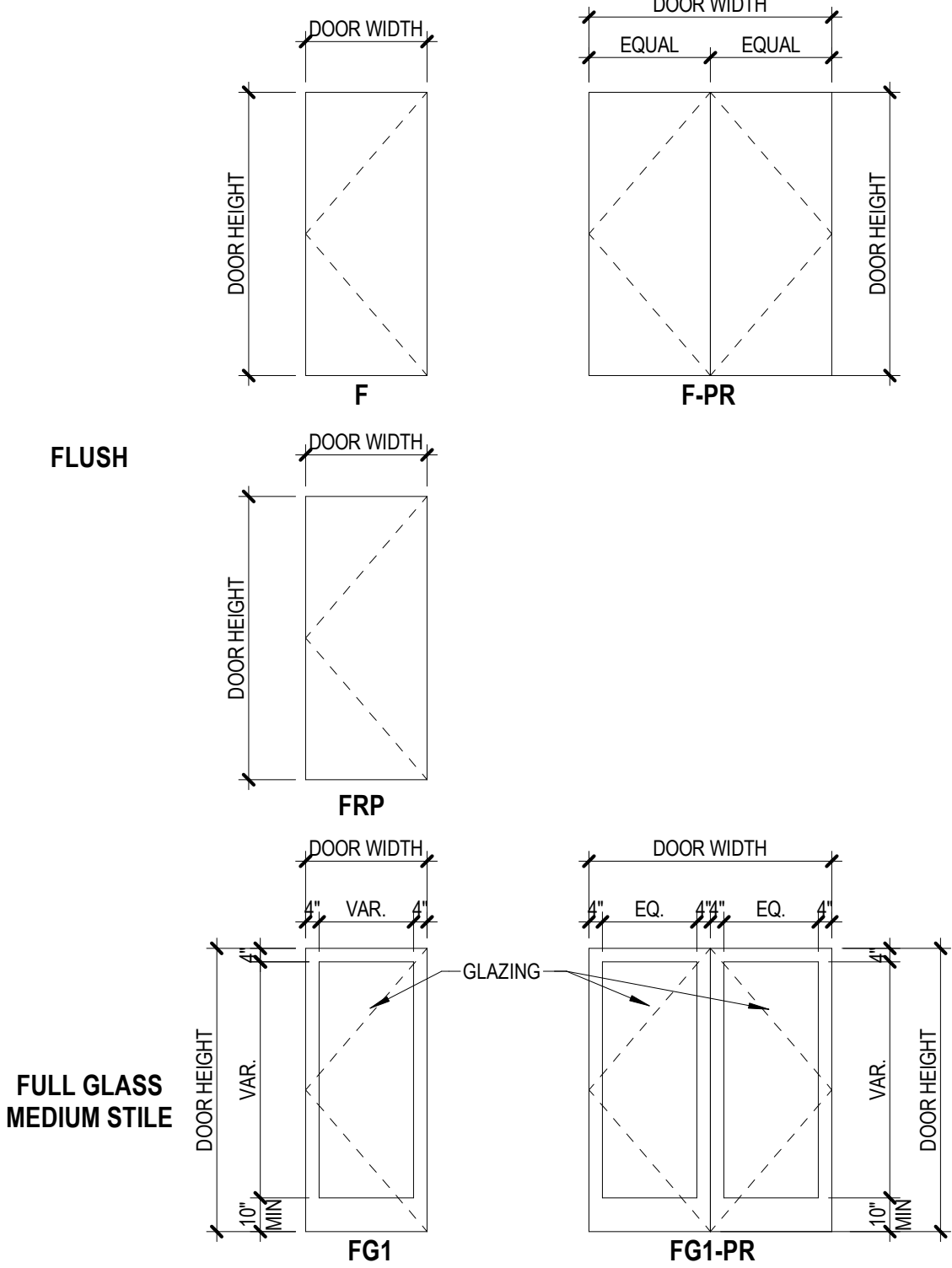
MARK	DOOR				FRAME				DETAILS			HARDWARE					REMARKS	REVISION	MARK
	WIDTH	HEIGHT	TYPE	MAT'L	TYPE	MAT'L	WALL TYPE	THROAT	HEAD	JAMB	SILL	FIRE RATING	HDWR GROUP	PANIC DEVICE	ACCESS CONTROL	ELECTRIFIED			
103A	3'-0"	7'-0"	FRP	FRP	IM	FRP	EXST	4 3/4"				90	15.0					ASI #01	103A
104	3'-0"	7'-0"	FRP	FRP	IM	FRP	EXST	4 3/4"				90	14.0					ASI #01	104
107	3'-0"	7'-0"	F	WD	T-M	HM	M860	4 3/4"					9.0						107
108A	3'-0"	7'-0"	F	WD	T-M	HM	M860	4 3/4"					5.0						108A
108B	3'-0"	7'-0"	FG1	AL		AL	AL	0"				90	6.0						108B
109	3'-0"	7'-0"	F	WD	T-M	HM	M840	4 3/4"					7.0						109
110	3'-0"	7'-0"	F	WD	T-M	HM	M860	4 3/4"					11.0						110
113	3'-0"	7'-0"	F	WD	S-M	HM	M860	4 3/4"					10.0						113
114A	3'-0"	7'-0"	F	WD	T-M	HM	M860	4 3/4"	--	--	--		13.0						114A
114B	3'-0"	7'-0"	FRP	FRP	IM	FRP	EXST	4 3/4"	--	--	--	90	17.0					ASI #01	114B
115	3'-0"	7'-0"	F	WD	T-M	HM	M840	4 3/4"	--	--	--		12.0						115
116	3'-0"	7'-0"	F	WD	T-M	HM	M840	4 3/4"	--	--	--		12.0						116
117	3'-0"	7'-0"	F	WD	T-M	HM	M840	4 3/4"	--	--	--		12.0						117
118	3'-0"	7'-0"	F	WD	T-M	HM	M840	4 3/4"	--	--	--		12.0						118
119	6'-0"	7'-0"	FG1-PR	AL		AL	AL	4 3/4"					3.0	*	*	*			119
120	3'-0"	7'-0"	FRP	FRP	IM	FRP	EXST	4 3/4"				90	16.0					ASI #01	120
141A	3'-0"	7'-0"	FG1	AL		AL	AL	0"					1.0	*	*	*			141A
141B	3'-0"	7'-0"	FG1	AL		AL	AL	0"					1.0	*	*	*			141B

DOOR AND FRAME SCHEDULE - ADD ALTERNATE #1

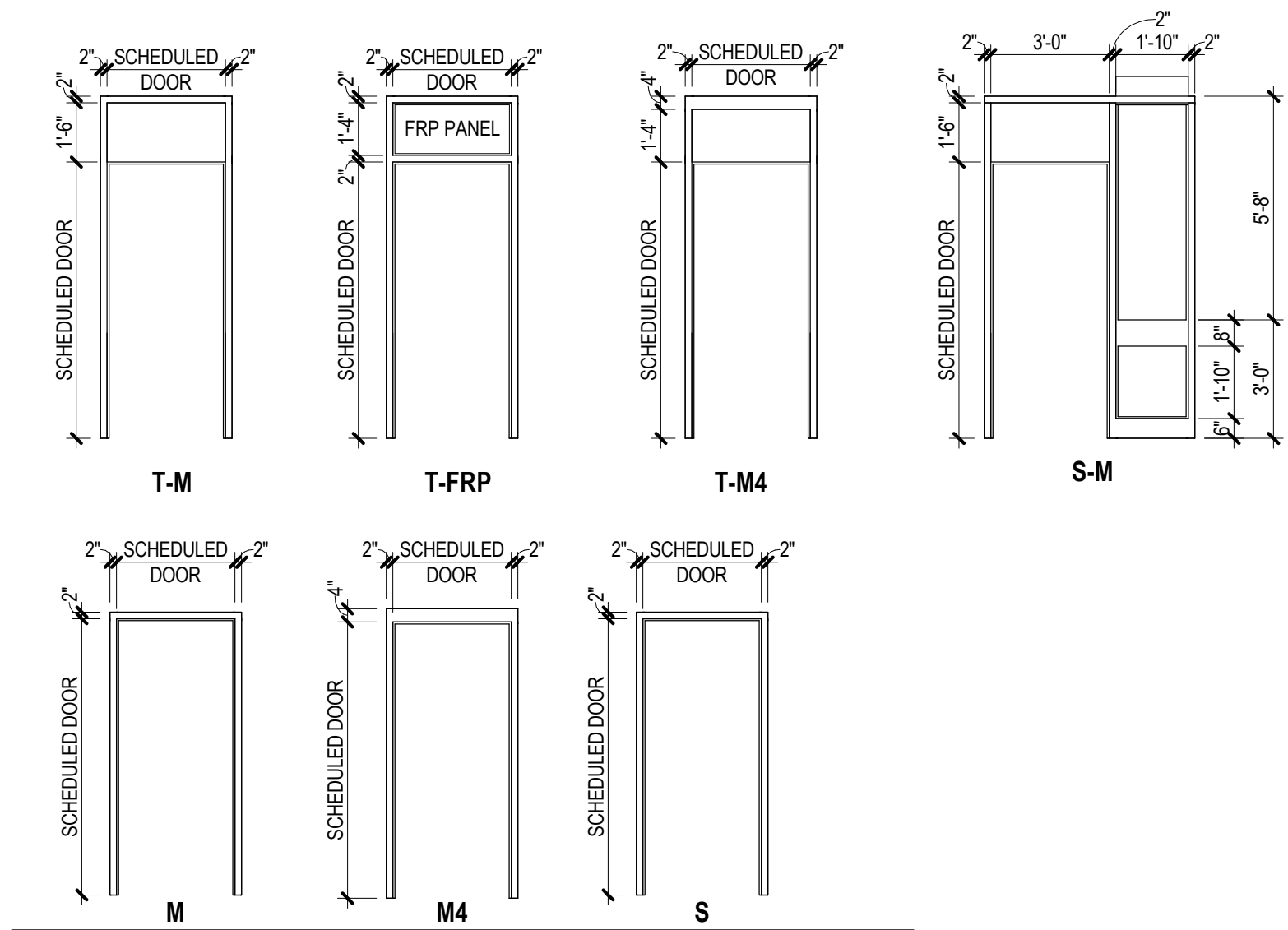
MARK	DOOR				FRAME				DETAILS			HARDWARE					REMARKS	REVISION	MARK
	WIDTH	HEIGHT	TYPE	MAT'L	TYPE	MAT'L	WALL TYPE	THROAT	HEAD	JAMB	SILL	FIRE RATING	HDWR GROUP	PANIC DEVICE	ACCESS CONTROL	ELECTRIFIED			
103C	3'-0"	7'-0"					MBB1					60	--				ELEVATOR DOOR - LEVEL 1		103C
103D	3'-0"	7'-0"					MBB1					60	--				ELEVATOR DOOR - LEVEL 2		103D
143-1	6'-0"	7'-0"	F-PR	HM	M4	HM	EXST	4 3/4"				4.0							143-1
143-2	6'-0"	7'-0"	F-PR	HM	M4	HM	EXST	4 3/4"				4.0							143-2
143-3	6'-0"	7'-0"	F-PR	HM	M4	HM	EXST	4 3/4"				4.0							143-3
143-4	6'-0"	7'-0"	F-PR	HM	M4	HM	EXST	4 3/4"				4.0							143-4
145	3'-0"	7'-2"	FG1	AL		AL	AL	0"					2.0	*	*	*			145
201	7'-0"	7'-0"	F-PR	HM	S	HM	S340	4 7/8"					4.0						201
207	6'-0"	7'-0"	F-PR	HM	S	HM	S362	6 1/8"				90	18.0						207

SINGLE

PAIR



DOOR TYPES



FRAME TYPES

C4 INT SF HEAD EXIST BRICK ON CMU

3" = 1'-0"

C5 INT SF JAMB @ EXIST BRICK ON CMU

3" = 1'-0"

C6 INT SF SILL EXIST BRICK ON CMU

3" = 1'-0"

NOTE: TRIM BRICK FOR LINTEL PLATES
THICKER THAN 3/8"

B4 HM DOOR HEAD @ EXT CMU/BRICK WALL

1 1/2" = 1'-0"

B5 HM DOOR HEAD @ INT CMU WALL

1 1/2" = 1'-0"

A3 SILL DTL @ EXISTING FOUNDATION

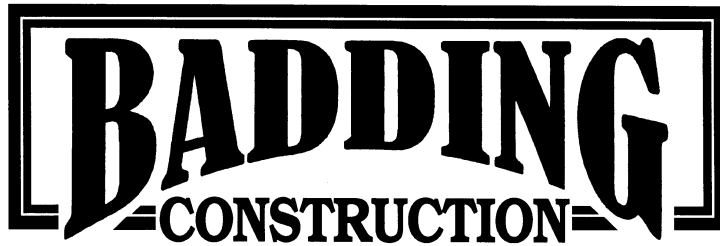
1 1/2" = 1'-0"

A4 HM DOOR JAMB @ EXT CMU/BRICK WALL

1 1/2" = 1'-0"

A5 HM DOOR JAMB @ INT CMU WALL

1 1/2" = 1'-0"



October 10, 2022

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, IA
ASI 03 HVAC Testing-Adjusting-Balancing

Brad,

Per your request, there is no cost change for the work associated with ASI 03 HVAC Testing-Adjusting-Balancing.

Total Cost: \$ 0.00

Sincerely,

Nick Badding
President

cc: Larry Bruggeman
Bill Kunecke

Nick Badding

From: Matt Owen <mowen@dreesco.com>
Sent: Monday, October 10, 2022 11:22 AM
To: Nick Badding
Cc: Larry Bruggeman; Bill Kunecke
Subject: RE: ASI 03 HVAC Testing-Adjusting-Balancing

Nick
No cost on this.
Thanks



Matt Owen
Project Manager/Estimator
Mechanical Division

Drees Co. | 609 N. Carroll Street, Carroll, Iowa 51401
☎ Phone: 712 792 2863 Ext 113 | 📠 Fax: 712 792 2869 | ✉: mowen@dreesco.com
www.dreesco.com | Drees Co.

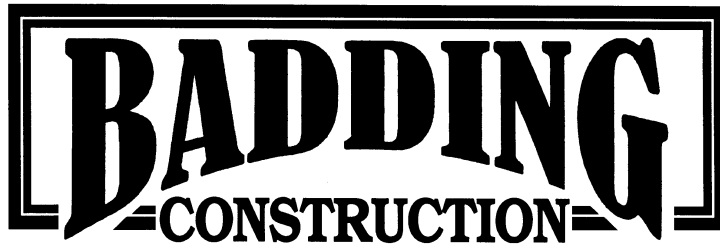
From: Nick Badding <nbadding@baddingconstruction.com>
Sent: Monday, October 10, 2022 9:49 AM
To: Matt Owen - Drees Company <mowen@dreesco.com>
Cc: Nick Badding <nbadding@baddingconstruction.com>; Larry Bruggeman <lbruggeman@baddingconstruction.com>; Bill Kunecke <bkunecke@baddingconstruction.com>
Subject: ASI 03 HVAC Testing-Adjusting-Balancing

Matt,
Let me know if you have any questions.
Nick

NICK BADDING
President



814 West 9th St. • Carroll, IA 51401
Phone (712) 792-4123
Fax (712) 792-6719



October 10, 2022

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, Iowa
ASI 03 – HVAC Testing-Adjusting-Balancing

TO: Drees Company

Please find attached ASI 03 – HVAC Testing-Adjusting-Balancing for the Carroll Recreation Center Building Improvements Project 2021 in Carroll, Iowa.

Please review the ASI and provide cost changes to me by noon Thursday, October 13th.

Give me a call if you have any questions.

Thanks

Nick Badding
President

cc: Larry Bruggeman
Bill Kunecke

enc.

architect's supplemental instructions #03

Date of Issuance: 10.04.2022

Project: Carroll Recreation Center Building Improvements 2021

Project No.: 3003.272.01

File No.: 12.07

Owner: City of Carroll

Contract for: Carroll Recreation Center

To: Nick Badding, Badding Construction

Contract Date: June 16th, 2022

Distribution: Tony Badding, Badding Construction
Larry Bruggerman, Badding Construction
Chad Tiemeyer, City of Carroll
Nathan Harris, RDG
Justin Friedhoff, KCL

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect. . **If any Contractor does not accept this ASI without a change in Cost or Time they must notify RDG by return of this ASI with appropriate acknowledgement indicated below within 14 days of issuance of the ASI. If no response is received within this 14 day period, or the Contractor proceeds with instructions without response, the ASI may be initiated at no change in Contract Cost or Contract Time. Any change in Cost or Time must be submitted as a proposal to RDG within 21 days of the ASI issuance and requires Owner approval prior to proceeding.**

Description:

As a direct response to RIF #05 – HVAC Testing-Adjusting-Balancing, KCL is issuing the following modifications to the contract documents, as described:

1. M01.10 – LEVEL 1 HVAC PLAN – BASE BID

- a. **REVISE** EX CD supply airflow in Womens RR 127 to 175 CFM in lieu of 300.
- b. **REVISE** EX CD supply airflow in Mens RR 111 to 200 CFM in lieu of 400.
- c. **REVISE** SG-1 supply airflow in each of the Locker A, B, C, D 115-118 to 100 CFM each in lieu of 150.
- d. **REVISE** Balanced supply airflow to existing corridor 141 duct branch to 480 CFM in lieu of 600 CFM.
- e. **DELETE** four (4) of the SD-1 linear supply grilles in Community 119 as shown on the attached revised Drawing M01.10.

Attachment:

1. M01.10

Issued By: Brad Rodenburg, AIA - RDG



RDG Planning & Design

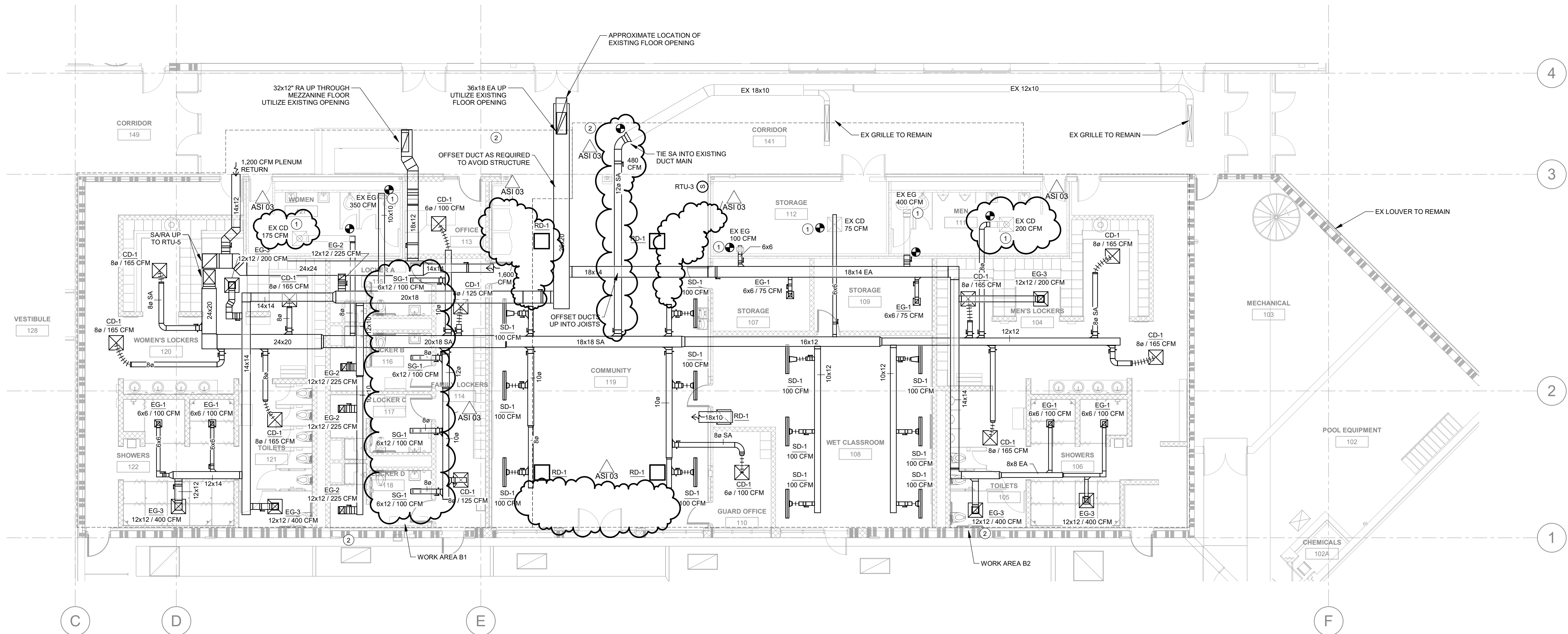
10.04.2022

Receipt Acknowledged as Follows:

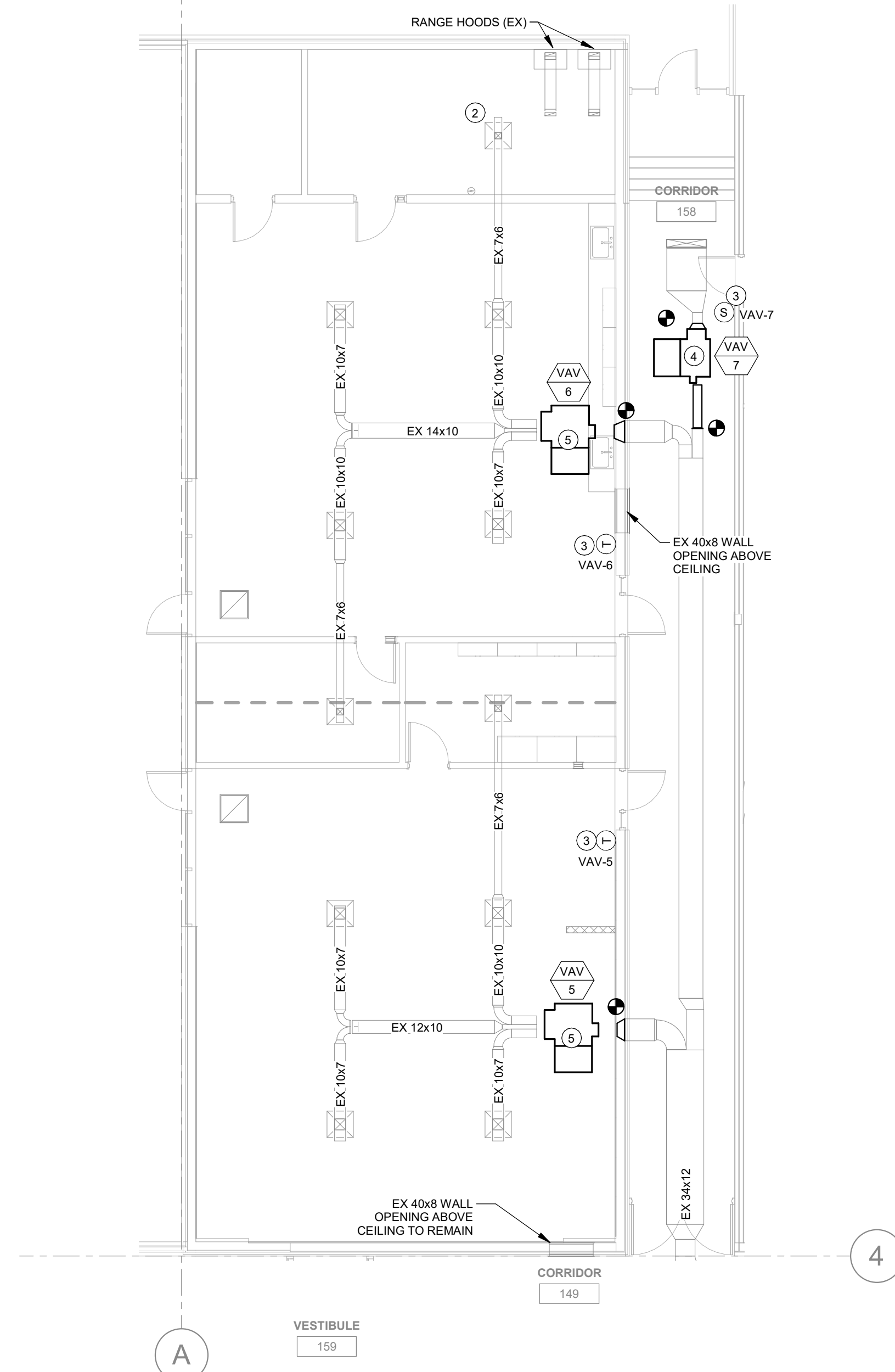
- [] Accepted. No change in cost or time.
[] Request for change in cost or time will be submitted within 21 days of date of ASI.

Contractor (Signature) _____

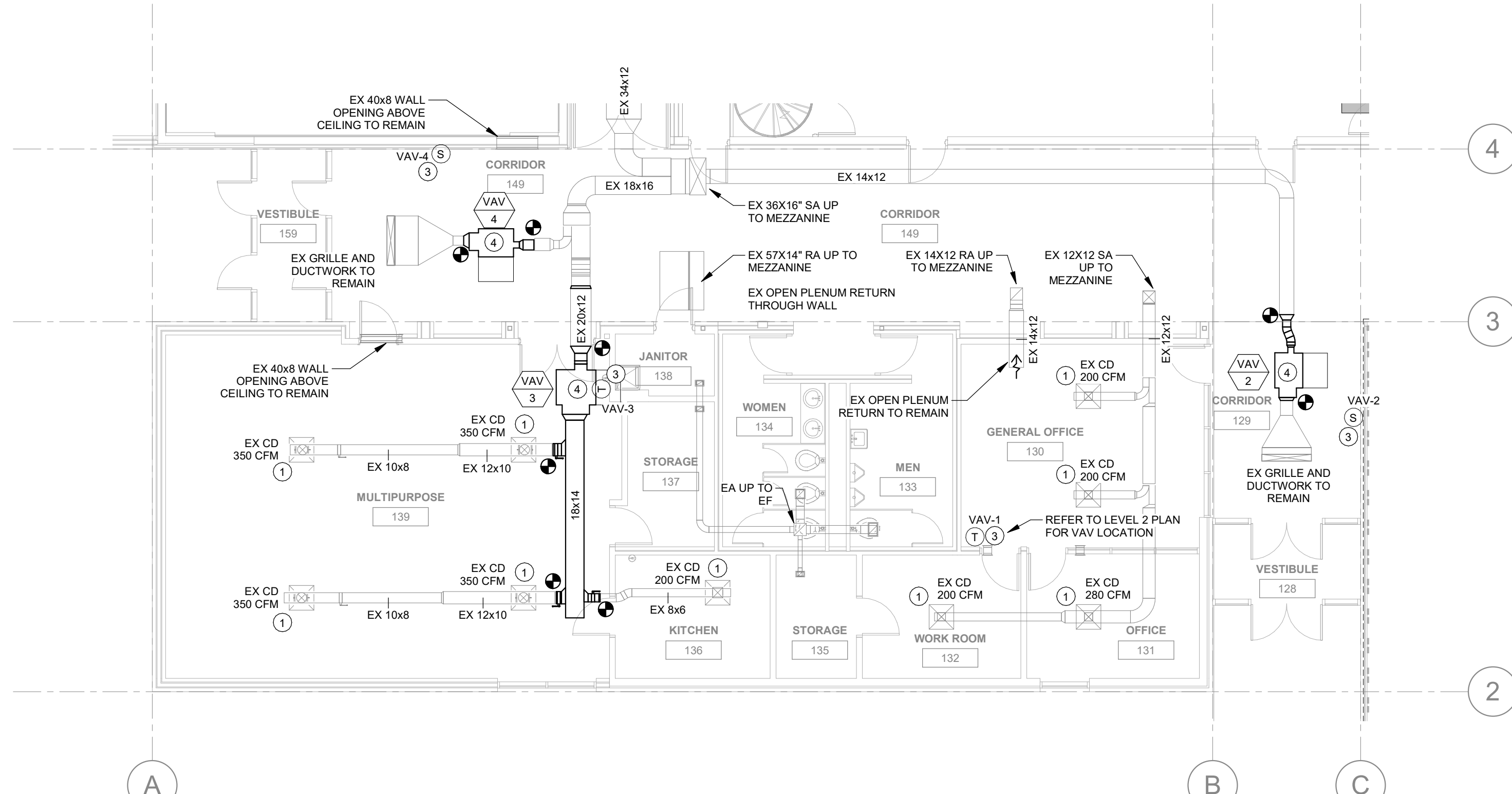
A1 LEVEL 1 HVAC PLAN - BASE BID
1/8" = 1'-0"



C1 LEVEL 1 HVAC PLAN - MULTIPURPOSE AREA - BASE BID
1/8" = 1'-0"



C3 LEVEL 1 HVAC PLAN - OFFICE AREA - BASE BID
1/8" = 1'-0"



GENERAL NOTES

- THIS PROJECT CONTAINS SEVERAL ADD ALTERNATES (#1, #2) AS WELL AS A PHASED INSTALLATION REQUIREMENT IN THE LOCKER ROOM RENOVATION AREA TO MAINTAIN USABILITY OF THE LOCKER ROOMS. REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- REFER TO M00.01 FOR GENERAL NOTES & SYMBOLS.
- REFER TO M10.01 FOR MECHANICAL DETAILS.
- REFER TO M11.20 FOR CONTROLS SEQUENCES AND DIAGRAMS.
- REFER TO M11.01 FOR MECHANICAL SCHEDULES.
- BRANCH DUCT SIZES TO AIR TERMINALS SHALL MATCH NECK SIZE OF GRILLE, REGISTER, OR DIFFUSER UNLESS NOTED OTHERWISE.
- MAXIMUM FLEXIBLE DUCT LENGTH TO DIFFUSERS SHALL BE 60', WITH MAXIMUM OF ONE 90 DEGREE ELBOW.
- BRANCH DUCT SIZES TO TERMINAL AIR BOXES SHALL MATCH INLET SIZE, UNLESS NOTED OTHERWISE.
- MAXIMUM FLEXIBLE DUCT LENGTH TO TERMINAL AIR BOXES SHALL BE 36'. NO BENDS ARE ALLOWED.

KEYNOTES

- REBALANCE SUPPLY AIRFLOW TO EACH DIFFUSER TO VALUES LISTED.
- ALL WORK IN THIS AREA IS TO BE COMPLETED IN SPECIFIC CONSTRUCTION PHASE NOTED. REFER TO ARCHITECTURAL PHASING PLANS FOR ADDITIONAL DETAILS AND REQUIREMENTS. CONTRACTOR SHALL MAINTAIN AIR HANDLING UNIT AND DUCTWORK SERVING AREAS BEING RENOVATED IN LATER PHASES TO KEEP HEATING AND COOLING CAPABILITY IN THE SPACES THROUGH CONSTRUCTION. PROVIDE DUCT CAPS AND DAMPERS WHERE NECESSARY TO ISOLATE AREAS. COORDINATE LAYOUT AND PHASING WITH DESIGN TEAM.
- NEW VAV THERMOSTAT TO BE INSTALLED IN THE LOCATION OF THE EXISTING VAV THERMOSTAT. UTILIZE EXISTING WIRE PATHWAY AND ROUGH IN WHERE POSSIBLE.
- PROVIDE NEW VAV BOXES IN SAME LOCATION AS EXISTING VAVS. PROVIDE DUCT OFFSET AND TRANSITIONS AS REQUIRED TO MAKE CONNECTION FROM EXISTING DUCTWORK TO THE NEW VAV BOX. IN AREAS WITH HARD CEILINGS COORDINATE PLACEMENT OF NEW VAV WITHIN EXISTING ACCESS PANEL AREA TO ENSURE CODE REQUIRED ACCESS IS MAINTAINED.
- THE VAV BOXES SHALL BE INSTALLED IN THE LOCATIONS SHOWN AND BE RECONNECTED TO THE EXISTING DUCTWORK. THE VAVS SHALL BE INSTALLED IN THE SAME LOCATIONS AS THE EXISTING DEMOED VAV BOXES.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: October 18, 2022
SUBJECT: Set Public Hearing Date for FY 2022/2023 Budget Amendment #1

The budget is a document required by the State of Iowa to ensure proper use of public monies. A budget is prepared well in advance of the actual operations. Many things/projects can occur between the time a budget is adopted and the end of that operating year. The budget document is also the City's guide for tracking revenues and expenditures. State of Iowa prohibits spending more than what has been budgeted. Knowing the budget is a working document and events occur that were not originally planned in the budget, a budget amendment is often required to follow State of Iowa Code. Below is a listing of the items to be included in this first budget amendment for FY 202122023. All items were budgeted in FY 2022 and were not completed as of June 30, 2022 except the allocation of the Federal Grants Special Revenue Funds (American Rescue Plan Act (ARPA) Funds). This budget amendment includes some of the ARPA funds allocated to housing incentives and the Rec Center Building Project.

- 1) **Park improvements** – A few Parks Department improvement items to be included in the budget amendment are carryover funding for the removal of ash trees, and replacement of equipment including mower with cab and blower and front mount mower.
- 2) **Golf Course** – These expenses relate to upgrading a mower and utility cart replacement.
- 3) **Rec Center Improvements** – A number of items for the Rec Center include replacing fitness equipment, spa UV, and restroom partitions/plumbing upgrades.
- 4) **Aquatic Center** – water heater replacement, concession stand area updates and equipment replacements, slide maintenance, and replace the pool lift.
- 5) **Cemetery** – begin a program to map the cemetery plots and replace a mower with cab & blower.
- 6) **Community & Economic Development** – work with Region XII to review the City's Subdivision Ordinance
- 7) **General Government** – Some money has been allocated to continue improvements to CAAT6 and upgrade the City's financial software.

- 8) **Others** - Other non-general fund items include funding for improvements at the Rec Center Theater, Northeast Park shelter house roof, Graham Park bathroom roofs and cemetery building roof, website upgrade, medium duty truck for the Streets Division, PMS Data Collection, Quiet Zone Study, capital projects including the Graham Park Creek Revitalization, Northeast Park Parking Lot, Street Maintenance Facility, the CDBG Housing Rehab project (grant and expenditure), US 30 East Sanitary Sewer project and a pickup and generator for the Wastewater Treatment Plant.

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

RECOMMENDATION: Council motion setting Monday, November 14, 2022 as the date for a public hearing for the F.Y. 2022/2023 Budget Amendment #1.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of CARROLL
Fiscal Year July 1, 2022 - June 30, 2023

The City of CARROLL will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 11/14/2022 05:15 PM

Contact: Laura Schaefer

Phone: (712) 792-1000

Meeting Location: Council Chamber, City Hall, 627 N Adams Street, Carroll, IA 51401

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	6,204,789	0	6,204,789
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	6,204,789	0	6,204,789
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,106,734	0	1,106,734
Other City Taxes	6	2,440,672	0	2,440,672
Licenses & Permits	7	98,500	0	98,500
Use of Money & Property	8	177,325	0	177,325
Intergovernmental	9	2,722,868	56,861	2,779,729
Charges for Service	10	5,705,500	0	5,705,500
Special Assessments	11	0	0	0
Miscellaneous	12	295,400	0	295,400
Other Financing Sources	13	9,020,000	0	9,020,000
Transfers In	14	5,761,441	72,600	5,834,041
Total Revenues & Other Sources	15	33,533,229	129,461	33,662,690
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,544,125	0	2,544,125
Public Works	17	2,452,782	264,085	2,716,867
Health and Social Services	18	94,240	0	94,240
Culture and Recreation	19	3,925,249	655,179	4,580,428
Community and Economic Development	20	428,507	422,604	851,111
General Government	21	1,318,990	31,660	1,350,650
Debt Service	22	1,789,411	0	1,789,411
Capital Projects	23	10,054,950	1,227,944	11,282,894
Total Government Activities Expenditures	24	22,608,254	2,601,472	25,209,726
Business Type/Enterprise	25	3,922,708	640,230	4,562,938
Total Gov Activities & Business Expenditures	26	26,530,962	3,241,702	29,772,664
Transfers Out	27	5,761,441	72,600	5,834,041
Total Expenditures/Transfers Out	28	32,292,403	3,314,302	35,606,705
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	1,240,826	-3,184,841	-1,944,015
Beginning Fund Balance July 1, 2022	30	19,150,539	6,469,473	25,620,012
Ending Fund Balance June 30, 2023	31	20,391,365	3,284,632	23,675,997

Explanation of Changes: mower replacements for the Parks, Golf Course and Cemetery Divisions, Rec Center fitness equipment replacement and theater improvements, Aquatic Center improvements including water heaters, concession stand equipment, slide maintenance and pool lift, financial software upgrade, housing incentives, Graham Park Creek Revitalization Project, Northeast Park Parking Lot Project, Street Maintenance Facility Project, and US 30 East Sanitary Sewer Project.

BUDGET AMENDMENT #1 FY 22/23

GENERAL FUND AMENDMENTS

Ash tree removal	(116,723)
Parks mower with cab and blower	(49,000)
Parks mower	(39,711)
Golf course outfront mower	(21,600)
Golf course - utility cart	(7,500)
Rec Center - Spa UV	(10,000)
Rec - RR partitions/plumbing updates	(15,000)
Rec exercise equipment	(36,045)
Aquatic Center - water heaters	(4,800)
Aquatic Center - concession equipment	(3,800)
Aquatic Center - slide maintenance	(6,000)
Aquatic Center - pool lift	(5,000)
Cemetery mapping services	(10,000)
Cemetery mower with cab & blower	(42,000)
Subdivision Ordinance Review	(2,000)
INCODE Upgrade	(21,660)
CAAT6 Upgrades	(10,000)

7/1/2022 General Fund Balance	\$ 4,390,315
Estimated Revenues	7,935,120
Estimated Expenses	9,731,366
6/30/2023 Projected Balance	\$ 2,594,069

Note: The above budget amendment includes expenses and revenues for items of projects that were budgeted in FY 2022 and have been or are expected to be completed in current FY 2023.

HOTEL/MOTEL TAX FUND

Theater improvements	(250,000)
Website Upgrades	(9,010)
Chamber Promotion FINAL FY 22 pmt	(11,594)
Northeast Park shelterhouse roof	(14,000)
Graham Park bathroom roofs	(6,000)
Rec Center pool heaters	(7,200)
Cemetery building roof	(10,800)

FEDERAL GRANTS SR FUND

Housing Incentives	(400,000)
Transfer to CP-Rec Building	(72,600)

ROAD USE TAX FUND

Medium duty truck	(200,000)
PMS Data Collection	(63,726)

LOCAL OPTION SALES TAX FUND

Quiet Zone Study Updates	(359)
--------------------------	-------

C.P. - PARKS & RECREATION

Graham Park Creek Revitalization	(237,627)
Northeast Park Parking Lot	(178,083)

C.P. - REC CENTER BUILDING FUND

Transfer from Federal Grants SR Fund	72,600
--------------------------------------	--------

C.P. - STREET MAINT BLDG

Street Maintenance Facility	(755,373)
-----------------------------	-----------

C.P. - HOUSING

Federal Housing Grant	56,861
Housing Rehab - Federal Exp	(56,861)

SEWER UTILITY FUND

Pickup	(30,000)
Generator, 30kW	(40,000)

SEWER UTILITY CAP. IMP.

US 30 East Sanitary Sewer	(570,230)
---------------------------	-----------

Library Board Minutes

September 19, 2022

The Carroll Board of Trustees met in the Community Meeting Room at the Carroll Public Library. Trustees present: Summer Parrott, Brenda Hogue, Marcie Hircock, Lisa Auen, Julie Perkins, Kyle Ulveling, Ralph Von Qualen. Trustees absent: Thomas Parrish and Dale Schmidt. Also present: Director Wendy Johnson and Assistant Director Parveen Karim.

Parrott called the meeting to order at 5:15pm. It was moved by Von Qualen and seconded by Perkins to approve the agenda. All voted aye. Absent: Parrish and Schmidt. It was moved by Ulveling and seconded by Von Qualen to approve the August 25th minutes. All voted aye. Absent: Parrish and Schmidt. Correspondence: Thank-you card from Wendy Moulton. It was moved by Ulveling and seconded by Perkins to approve the bills, with a motion added to use the EBSCO credit amounts of \$7452.00 and \$23.48 towards future EBSCO bills. All voted Aye. Absent: Parrish and Schmidt.

Director's Report: Miss Diane continues to do storytimes with Diane, book drop offs, rookie storytimes and grab and go crafts. The crafty ladies also meet, and bingo was held. Maker space days are held as well on no school days through ISU extension office and other days throughout the month.

Board Education: WhoFi Analytics – a free analytic tool available to Library Directors to assist in counts on programs and library usage

Old Business: Annual Survey – is due end of October and Wendy is working on getting it completed.

New Business: Staff Training – Motion was made to ok the library closing at 2pm CST on November 16, 2022, for staff training, with advanced notice to patrons. It was moved by Perkins to approve the motion with a second by Von Qualen. All voted aye. Absent: Parrish and Schmidt.

Agenda Items for Next Meeting: Discuss term length of Board of Trustees members

Parrott adjourned the meeting at 6:05pm. Perkins moved with a second by Perkins. All voted Aye. Absent: Parrish and Schmidt

Next regular meeting- October 17, 2022, at Carroll Public Library: Community Meeting Room 118 E 5th St, Carroll, IA 51401 5:15pm CST. **If you can't be present at the meeting, please contact Wendy Johnson email wjohnson@carroll-library.org or 712-792-3432.**

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

October 11, 2022
Unofficial Minutes

1. The meeting was called to order at 6:30 a.m. at the Recycling Center by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Scott Johnson, Carroll County Board of Supervisor; Harvey Dales, City of Manning; Mark Beardmore, Mayor of Carroll; Dan Snyder, Mayor of Breda; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Dales moved and Beardmore seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Snyder seconded to approve the minutes of the September 22, 2022, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Beardmore seconded to approve the bills as presented. Motion carried, all voting aye.
5. Toms presented the financial report, review of set aside accounts and market prices. Dales moved and Snyder seconded to approve the reports as presented. Motion carried, all voting aye.
6. Nate Minkel with Bowman, Miller P.C. updated the Board by zoom on the 2021-2022 audit. Beardmore moved and Johnson seconded to approve the audit report for 2021-22. Motion carried, all voting aye.
7. Brief updates were provided on the landfill, life cycle analysis, staff, and succession planning. No action was taken.
8. Next Executive Board meeting will be Tuesday, November 8th at 6:30 a.m. at the recycling center. Foth Infrastructure and Environment, LLC will present information on the life cycle analysis.
9. Johnson moved and Snyder seconded to adjourn the meeting at 7:30 a.m. Motion carried.

Respectfully submitted,

Mary Wittry

Library Board Minutes

October 17, 2022

The Carroll Board of Trustees met in the Community Meeting Room at the Carroll Public Library. Trustees present: Brenda Hogue, Lisa Auen, Dale Schmidt, Thomas Parrish and Ralph Von Qualen. Trustees absent: Summer Parrott, Kyle Ulveling, Julie Perkins, Marcie Hircock. Also present: Director Wendy Johnson

Parrish called the meeting to order at 5:15pm. It was moved by Schmidt and seconded by Von Qualen to approve the agenda. All voted aye. Absent: Parrott, Perkins, Hircock and Ulveling. It was moved by Auen and seconded by Von Qualen to approve the September 19th minutes with the correction to the adjourned motions. All voted aye. Absent: Parrott, Perkins, Hircock, Ulveling.

Correspondence: None

Julie Perkins arrived at 5:19pm

It was moved by Perkins and seconded by Schmidt to approve the bills/financials with the correction to the September cleaning amount to \$3120.00. All voted Aye. Absent: Parrott, Hircock, Ulveling

Director's Report: Wendy provided an update on the activities and programs the library provides and well as an update on projects her and the library staff are working on.

Board Education: none

Old Business: Staff Training – motion was made to ok the library being closed the full day on November 16th vs closing at 2pm. Perkins ok'd the motion with a second by Auen. All voted Aye. Absent: Parrott, Hircock, Ulveling

New Business: Board Memo- Review of Operation and Circulation Policy – recommendations made to eliminate fines on dvds and magazines, review age of patrons who can check out dvds and eliminate ILL fee of \$3.00.

Agenda Items for Next Meeting: Review and possible vote on changes to the Operation and Circulation Policy once a draft of the updates is complete

Ralph Van Qualen left at 6:30pm.

Parrish adjourned the meeting at 6:38pm Auen moved with a second by Perkins. All voted Aye. Absent: Parrott, Ulveling, Von Qualen, Hircock

Next regular meeting- **November 28, 2022** at Carroll Public Library: Community Meeting Room 118 E 5th St, Carroll, IA 51401 5:15pm cst. **If you can't be present at the meeting, please contact Wendy Johnson email wjohnson@carroll-library.org or 712-792-3432.**

Director's Report

October 2022

Library Closings: Monday, September 5 closed for Labor Day

Wednesday, November 16 – want to close a full day for Staff Development & Training

Wednesday, November 23 – close at 6 pm for an early start to Thanksgiving for staff

Thursday, November 24 – closed for Thanksgiving Day

Friday, November 25 – closed for the day after Thanksgiving (open Saturday regular hours)

Personnel: Currently advertising for a part-time library clerk.

Started a weekly staff meeting for full-time staff on Wednesdays at 4 pm. This is a great opportunity for us to catch each other up on what is going on with programming, keep track of our progress on large projects like weeding, and talk about issues affecting all staff (for example policy changes, building updates, scheduling, and upcoming city events).

Financial: As of September 20, the EBSCO credit was \$7,115.66. The account is now set up to use this credit to pay invoices before the statement is sent out.

Met with Adam Schweers from ICE Technology to better understand what is included in our technology bills monthly. The monthly amounts only cover preventative maintenance – including backups to our systems, backing up the server to a cloud-based system, subscriptions to Office 365 for all employees, and remote management of those security systems. Any other calls/tech support that we need will be at a discounted hourly rate, but those will be separate bills above the monthly amounts. Last year there were also several one-time fees – such as setting up two-factor authentication and upgrading from Trend antivirus software to Fortify.

Met with Marcia Jensen from the Daily Times Herald about our monthly publicity bill to see what specific services were provided. The monthly fee covers a digital web ad on the Daily Times Herald website. This ad shows a selection of books that are advertised as the “newest” books available at the library. It was previously located at the bottom of the News section of the website but has since been moved to the top of the News section.

I am working on a Partnerships 4 Families Early Childhood Mini Grant to focus on programming for children ages 0-5 years. We are applying for funds to cover a relaunch program for 1000 Books Before Kindergarten as well as 2 programs that will provide children with a stuffed animal they make themselves at the library and a book to read to their stuffed animal.

Circulation/Resource Use Notes: We were unable to get an accurate door count this month due to the people counter malfunctioning. We attempted to change batteries and troubleshoot the units, but it went from malfunctioning to not working at all. I ordered a new people counter on Amazon and was able to get that installed. So far it seems to be working, except for it falling off the doorframe at one point. It has been resecured. Study room use was up this month (121 in September compared to 87 in August). This is likely due to school being back in session, but we also have some individuals and groups who use the study rooms regularly – including a group that plays Bridge weekly.

September Programs: In September the programming theme was food. The Rookies Storytimes had edible crafts, there was a Fun with Food tween program, and the monthly Maker's Day was Kitchen Science. Adult programming this month included Bingo, Tech Friday, Writing Group, Crafty Library Ladies, and 2 book clubs.

Future Programs: October will be a pumpkin/Halloween theme for teen, tween, and rookies' programs.
Teen Programs (2nd and 4th Tuesdays) – 4 pm – Game Night and Zombie Feltie
Tween Programs (1st and 3rd Thursdays) – 4 pm – Pumpkin Art and Witchy Doll
Monday, Oct. 10 – 10 am to 2 pm - Maker's Day Pumpkin Exploration
Wednesday, Oct. 12 – 2 pm - Bingo
Friday, Oct. 14 – 10 am - Lego Build Challenge
Friday, Oct. 21 – 6:15 pm - Family Movie on the Social Stairs
Saturday, Oct. 29 – 2:15 pm - Make Your Own Spell Book
Story Walk at Swan Lake – *Over and Under the Pond* by Kate Messner (coming soon)

Staff Continuing Education: Parveen Karim and Donna Evans will be attending the ILA Conference in Iowa City from Wednesday, October 12 through Friday, October 14.

Wendy Johnson will be attending this month's Carroll County Leadership Institute on Wednesday, October 12 at Landus Cooperative in Ralston. Wendy will also be attending a Learning Circuit (previously known as the Director Roundtables) for the Southwest District in Clarinda, Iowa on Thursday, October 20.

Community News/Events: Band Day – Saturday, Oct. 1 – Miss Diane threw out candy while Dr. Whoot smiled and waved to his adoring fans.

Carroll County Dolly Parton Imagination Library Kick-off Meeting will be held in the large meeting room at the library on Monday, October 10th.

City manager, Mike Pogge-Weaver's last day will be Thursday, November 3.

State Library of Iowa Information: The Public Library Annual Survey was submitted to the State of Iowa Library on September 26, 2022. It was signed by the library board president, Summer Parrott and me.

Trustee Information: Checked in with our district consultant from the State Library, Misty Gray, about term limits for library trustees. Six-year term limits were standard in the 1970s when many library ordinances were drafted. To change the term limit now, we would need to follow Iowa Code 392.5, which states the change would need to be on a public ballot. If that is something you would like to pursue, I can have the next city manager bring it up to the city council – or I can talk to the city clerk about it as well.

Facilities: After talking with Andy Snyder, the round lights above the circulation desk and the children's circulation desk are going to be replaced by the manufacturer. They will be sending parts for the flashing round light in the children's area. Andy took video of the flashing light above the social stairs but hasn't heard back on that one. I also talked to Andy about the lights in the large meeting room turning off and he thinks it might be an issue with the sensitivity to the motion sensors. He is going to try to play around with it a little bit to see if we can get it to stay on longer than 10-15 minutes before it shuts off.

Wendy Johnson, Director