



City Council Meeting

Monday, November 14, 2022 at 5:15 pm

LOCATION OF MEETING:

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

NOTICE

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

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

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

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

a. Approval of Minutes of the October 24 and November 2 Meetings

b. Approval of Bills and Claims

c. Licenses and Permits:

- Renewal of Class "C" Beer Permit with Class "B" Native Wine Permit and Sunday Sales - *Kimmes Carroll Country Store 2*
- Renewal of Class "C" Liquor License with Outdoor Service - *Don Roy's, Inc. (dba The Hub/Piranha Club)*

d. Infill Housing Incentive Application

e. State Annual Financial Report for Fiscal Year 2021 - 2022

f. City Street Finance Report for Fiscal Year 2021 - 2022

g. Annual Urban Renewal Report for Fiscal Year 2021 - 2022

h. Street Maintenance Facility

- Wheel Lift System Purchase

4. Oral Requests and Communications from the Audience

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

5. Ordinances

a. ATV, Golf Cart, UTV, & Snowmobile Ordinance Discussion - 2nd Reading

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

Also see item 6.b - [October 24, 2022](#) - ATV, Golf Cart, UTB & Snowmobile Ordinance

b. Carroll Municipal Golf Course Fees and Charges - Proposed Rate Increases

6. Resolutions

a. Rolling Hills South Condominiums Urban Renewal Plan

- Public hearing on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.
- Resolution approving and authorizing execution of an Agreement to Reinstitute the Agreement for Private Development by and between the City of Carroll and 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.

Also see item 7.c - [October 24, 2022](#) - Rolling Hills South Condominiums Urban Renewal Plan - Resolution setting a public hearing on the proposal to enter into an agreement to reinstitute the agreement for private development with 704 Development Corp.

b. FY 2022/2023 Budget Amendment #1

- Public Hearing
- Resolution Amending the Current Budget for the Fiscal Year Ending June 30, 2023

Also see item 8.c - [October 24, 2022](#) - Set Public Hearing Date for FY 2022/2023 Budget Amendment #1

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

- Annual Tax Increment Finance Appropriations Resolution for FY 2024

Also see item 8.c - [October 10, 2022](#) - BTC, Inc. (dba Western Iowa Networks) - Certificate of Completion for Minimum Improvements and Certificate of Completion for Public Improvements

d. Water Distribution Main Replacements - 2023

- Professional Services Agreement

e. Stormwater Improvements

- Professional Services Agreement

7. Reports

a. Sidewalk Improvements

- Pleasant Ridge Road - Hidden Valley Road - Timberline Road

Also see item 8.c. - [April 25, 2022](#) - Pleasant Ridge Road - Timberline Road Sidewalk

Also see item 7.b - [October 24, 2022](#) - Sidewalk Improvements - 2022

b. U.S. 30 Sanitary Sewer Extension - 2022

- Change Order No. 1

Also see item VI.E. - [September 27, 2021](#) - U.S. 30 East Sanitary Sewer Extension - Professional Services Proposal

Also see item 3.e - [January 24, 2022](#) - US 30 E Sanitary Sewer Extension - 2022

Also see item 6.d - [February 28, 2022](#) - U.S. 30 Sanitary Sewer Extension - 2022

Also see item 6.b - [March 28, 2022](#) - U.S. 30 East Sanitary Sewer Extension - 2022

Also see item 6.a - [May 9, 2022](#) - U.S. 30 East Sanitary Sewer Extension - 2022

Also see item 5.a - [May 23, 2022](#) - U.S. 30 East Sanitary Sewer Extension - 2022

c. Seventh Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area

- FY 2024 TIF Indebtedness Discussion

d. Goal Setting - Strategic Planning Session Report

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

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

13. Adjourn

November/December Meetings:

- * Airport Commission – November 14, 2022 – Airport Terminal Building - 21177 Quail Ave
- * Library Board of Trustees – Tuesday, November 22, 2022 – Carroll Public Library – 118 E 5th St
- * City Council – November 28, 2022 – City Hall – 627 N Adams St
- * Board of Adjustment - December 5, 2022 - City Hall - 627 N Adams St
- * City Council – December 12, 2022 – City Hall – 627 N Adams St
- * Airport Commission – December 12, 2022 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – December 14, 2022 – City Hall - 627 N Adams St
- * Library Board of Trustees – December 19, 2022 – Carroll Public Library – 118 E 5th St
- * City Council – December 19, 2022 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

OCTOBER 24, 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 Dirxx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and City Attorney Dave Bruner was in attendance.

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

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New employees Municipal Service Worker Eric Steinkamp, Water Plant Operator Tim Stork and Aquatics and Fitness Program Specialist Trent Steffes were introduced to Council. No Council action taken.

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It was moved by Bauer, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the October 10, 2022 Council meeting, as written; b) bills and claims in the amount of \$545,265.17; 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) Resolution No. 22-94, Tax Abatement Applications under the Carroll Urban Revitalization Plan; and e) Change Order No. 2 to the Graham Park Drainage Ditch #77 Improvement Project in the amount of (\$4,174.25). The new contract amount with change orders is \$219,202.75. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communications from the audience.

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It was moved Dirxx, seconded by Siemann, to approve the second reading and waive the third reading of ordinance amending the Code of Ordinances by amending provisions pertaining

to Standard Penalty (Chapter 1, Section 14). On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Dirkx, seconded by Schreck, to approve said Ordinance No. 2207. On roll call, all present voted aye. Absent: None. Motion carried.

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An ordinance amending the Code of Ordinances by amending provisions pertaining to all-terrain vehicles, golf carts, off-road utility vehicles and snowmobiles was introduced by Council Member Bauer.

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

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It was moved by Siemann, seconded by Boes, to approve Resolution No. 22-95, Application for the Destination Iowa Grant – Economically Significant Development for Merchants Park and if the grant is awarded, commit \$100,000 in American Rescue Plan Act (ARPA) Funds, \$100,000 in Hotel/Motel funds, and \$153,080 in Local Option Sales Tax funds. Chris Whitaker, Region XII representative, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Dirkx, seconded by Bauer, to approve Resolution No. 22-96, Baseball Stadium Lease Agreement with the Merchants Baseball Club for the 2023 Carroll Merchants Baseball season. Chris Whitaker and Murray the Merchant, Merchants Baseball Club representatives, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 22-97, An Engagement Agreement with Ahlers & Cooney P.C. for the Agreement to Reinstitute the 704 Development Corp. Development Agreement. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Bordenaro, seconded by Schreck, to approve Resolution No. 22-98, Fixing November 14, 2022, as the 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 the Publication of Notice Thereof. On roll call, all present vote aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Bauer, to approve Resolution No. 22-99, Engagement Agreement with Ahlers & Cooney, P.C. for Urban Renewal Plan and Development Agreement with Overland Property Group, LLC for the Villas at Governors Field Urban Renewal Plan. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bauer, seconded by Siemann, to approve Resolution No. 22-100, Obligating Funds from the Central Business District Urban Renewal Tax Revenue Fund for Appropriation to the Payment of Annual Appropriation Tax Increment Grant to Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc. for FY 2024. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Schreck, seconded by Bauer, to approve Resolution No. 22-101, Partial Self-Funding Administration Proposal from Employee Benefit Systems for 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. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Dirkx, seconded by Bauer, to postpone the discussion of the City Manager Job Description and Position Profile until after the closed sessions at the end of the meeting. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Dirkx, to approve Change Order No. 2 in the amount of \$6,068.00 for the Carroll Recreation Center Improvements Project – 2021. The new contract price with change orders is \$6,300,932.00. Brad Rodenburg, RDG representative, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Boes, seconded by Schreck, to set November 14, 2022, as the date for the public hearing for the FY 2022/2023 Budget Amendment #1. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Bauer, to go into closed session at 6:07 p.m. pursuant to Iowa Code 20.17(3) for union negotiations. On roll call, all present voted aye. Absent: None. Motion carried.

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Council Member Boes departed at 6:44 p.m.

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It was moved by Bordenaro, seconded by Schreck, to go back into open session at 6:47 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

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Council recessed from 6:47 p.m. until 6:54 p.m.

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It was moved by Dirxx, seconded by Bauer, to go into closed session at 6:54 p.m. pursuant to Iowa Code 20.17(3) for union negotiations and Iowa Code 21.9 for strategies in matters relating to employment conditions of employees of the governmental body who are not covered by a collective bargaining agreement. On roll call, all present voted aye. Absent: Boes. Motion carried.

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Council Member Boes returned at 7:58 p.m.

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It was moved by Bauer, seconded by Bordenaro, to go back into open session at 8:28 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Dirxx, to approve the City Manager position profile and job description, as amended. Elizabeth Hansen, Midwest Municipal Consulting, LLC President, and Jeff Cayler, incoming Interim City Manager, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 9:12 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING
NOVEMBER 2, 2022

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

The Carroll City Council met in special session on this date at 4:00 p.m. in the Training Room at Region XII, Council of Governments, 1009 East Anthony Street. Council Members present: Kyle Bauer, Misty Boes, Tom Bordenaro, LaVern Dirks, JJ Schreck, and Carolyn Siemann. Others in attendance included Airport Commission Chairperson Norm Hutcheson and incoming Interim City Manager Jeff Cayler. Mayor Mark Beardmore presided.

The City Council held their annual goal setting session with Elizabeth Hansen, Midwest Municipal Consulting, LLC, serving as facilitator. No Council action taken.

It was moved by Bordenaro, seconded by Bauer, to adjourn at 7:43 p.m.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	: 10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022
PARTIALLY ITEMS DATES	: 10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001621	ACE HARDWARE	WHEEL CASTERS	27.96	0.00	000000	0/00/00		27.96
01-001621	ACE HARDWARE	SUPPLIES	2.99	0.00	000000	0/00/00		2.99
01-001621	ACE HARDWARE	SUPPLIES	23.97	0.00	000000	0/00/00		23.97
01-001621	ACE HARDWARE	SUPPLIES	27.98	0.00	000000	0/00/00		27.98
01-001621	ACE HARDWARE	CEMENT SCREWS	21.98	0.00	000000	0/00/00		21.98
01-001621	ACE HARDWARE	REPAIR PARTS	1.69	0.00	000000	0/00/00		1.69
01-001621	ACE HARDWARE	LOCKER REPAIR PARTS	41.94	0.00	000000	0/00/00		41.94
01-001621	ACE HARDWARE	LOCKER REPAIR PARTS	102.88	0.00	000000	0/00/00		102.88
01-001621	ACE HARDWARE	SUPPLIES	15.96	0.00	000000	0/00/00		15.96
01-001621	ACE HARDWARE	BATTERIES	39.98	0.00	000000	0/00/00		39.98
01-001621	ACE HARDWARE	SUPPLIES	13.98	0.00	000000	0/00/00		13.98
01-001621	ACE HARDWARE	LOCKER REPAIR PARTS	60.93	0.00	000000	0/00/00		60.93
01-001621	ACE HARDWARE	PHONE CORD - PAM	8.99	0.00	000000	0/00/00		8.99
01-001621	ACE HARDWARE	SUPPLIES	14.28	0.00	000000	0/00/00		14.28
		** TOTALS **	405.51	0.00				405.51
01-003484	ADAPTIVE AUDIOLOGY SOLUTI	PRE-EMP HEARING TEST STEFFES	35.00	0.00	000000	0/00/00		35.00
		** TOTALS **	35.00	0.00				35.00
01-001698	ADVANCED LASER TECHNOLOGI	TONER - PW SECRETARY	30.00	0.00	000000	0/00/00		30.00
		** TOTALS **	30.00	0.00				30.00
01-001910	AHLERS & COONEY P.C.	MISC PERSONNEL ISSUES	180.00	0.00	000000	0/00/00		180.00
01-001910	AHLERS & COONEY P.C.	704 DEVELOPMENT AGMT AMEND	192.00	0.00	000000	0/00/00		192.00
01-001910	AHLERS & COONEY P.C.	RESERVES GOVERNORS FIELD UR	761.00	0.00	000000	0/00/00		761.00
01-001910	AHLERS & COONEY P.C.	OVERLAND PROP GROUP DA	793.00	0.00	000000	0/00/00		793.00
01-001910	AHLERS & COONEY P.C.	704 DEV. DA AMENDMENT	1,476.50	0.00	000000	0/00/00		1,476.50
01-001910	AHLERS & COONEY P.C.	2022A LOSST BONDS - LEGAL	15,091.82	0.00	000000	0/00/00		15,091.82
01-001910	AHLERS & COONEY P.C.	AUDIT RESPONSE	122.50	0.00	000000	0/00/00		122.50
		** TOTALS **	18,616.82	0.00				18,616.82
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	5,823.38	5,823.38-	125538	11/09/22		0.00
		** TOTALS **	5,823.38	5,823.38-				0.00
01-002144	AMERICAN WATER WORKS	STANDARD REVISIONS 2023	900.00	0.00	000000	0/00/00		900.00
		** TOTALS **	900.00	0.00				900.00
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	215.76	0.00	000000	0/00/00		215.76
01-002370	ARNOLD MOTOR SUPPLY	FACE SHIELDS	78.42	0.00	000000	0/00/00		78.42
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	12.32	0.00	000000	0/00/00		12.32
01-002370	ARNOLD MOTOR SUPPLY	DUST MASKS	41.90	0.00	000000	0/00/00		41.90
01-002370	ARNOLD MOTOR SUPPLY	PAINT FOR TRAILER	92.86	0.00	000000	0/00/00		92.86
01-002370	ARNOLD MOTOR SUPPLY	PAINT FOR TRAILER	15.89	0.00	000000	0/00/00		15.89
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	11.49	0.00	000000	0/00/00		11.49

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	: 10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022
PARTIALLY ITEMS DATES:	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022	10/21/2022	THRU 11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----	

		** TOTALS **	468.64	0.00			468.64	
01-001557	ATCO INTERNATIONAL	SUPPLIES	150.20	0.00	000000	0/00/00	150.20	
		** TOTALS **	150.20	0.00			150.20	
01-003050	AXON ENTERPRISE INC.	TASER CARTRIDGES	523.44	0.00	000000	0/00/00	523.44	
		** TOTALS **	523.44	0.00			523.44	
01-002805	BADDING CONSTRUCTION CO.	REC CENTER IMPROVEMENTS #2	391,392.40	0.00	000000	0/00/00	391,392.40	
01-002805	BADDING CONSTRUCTION CO.	STREET MAINT BLDG #21	222,211.11	0.00	000000	0/00/00	222,211.11	
01-002805	BADDING CONSTRUCTION CO.	STORM DAMAGE TO ROOF	5,867.00	0.00	000000	0/00/00	5,867.00	
		** TOTALS **	619,470.51	0.00			619,470.51	
01-003043	BERNHOLTZ MASONRY	REPAIR REC CENTER SIGN	857.00	0.00	000000	0/00/00	857.00	
		** TOTALS **	857.00	0.00			857.00	
01-003515	BOMGAARS	FLOOR DRY	17.98	0.00	000000	0/00/00	17.98	
01-003515	BOMGAARS	SUPPLIES	29.97	0.00	000000	0/00/00	29.97	
01-003515	BOMGAARS	SUPPLIES	19.97	0.00	000000	0/00/00	19.97	
01-003515	BOMGAARS	SUPPLIES	9.18	0.00	000000	0/00/00	9.18	
01-003515	BOMGAARS	ANTIFREEZE	7.98	0.00	000000	0/00/00	7.98	
01-003515	BOMGAARS	TRUCK LIGHT BULBS	6.99	0.00	000000	0/00/00	6.99	
01-003515	BOMGAARS	SUPPLIES	5.57	0.00	000000	0/00/00	5.57	
01-003515	BOMGAARS	SEA FOAM	16.96	0.00	000000	0/00/00	16.96	
01-003515	BOMGAARS	SUPPLIES	5.79	0.00	000000	0/00/00	5.79	
01-003515	BOMGAARS	SPRAYER REPAIR PARTS	66.05	0.00	000000	0/00/00	66.05	
01-003515	BOMGAARS	MOUSE POISON	50.98	0.00	000000	0/00/00	50.98	
01-003515	BOMGAARS	REPAIR PARTS	14.28	0.00	000000	0/00/00	14.28	
01-003515	BOMGAARS	GENERATOR TRAILER JACK	54.99	0.00	000000	0/00/00	54.99	
01-003515	BOMGAARS	SUPPLIES	7.98	0.00	000000	0/00/00	7.98	
01-003515	BOMGAARS	CLEANING SUPPLIES	42.97	0.00	000000	0/00/00	42.97	
		** TOTALS **	357.64	0.00			357.64	
01-003545	BOYCE MONUMENTALS SALES L	HISTORICAL MUSEUM BLDG PLAQUE	264.00	0.00	000000	0/00/00	264.00	
		** TOTALS **	264.00	0.00			264.00	
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,283.02	3,283.02-	125529	11/04/22	0.00	
		** TOTALS **	3,283.02	3,283.02-			0.00	
01-003690	BROWN SUPPLY CO INC	OPERATING SUPPLIES	24.00	0.00	000000	0/00/00	24.00	
		** TOTALS **	24.00	0.00			24.00	
01-003791	CAPITAL ONE	PROGRAM SUPPLIES RETURNED	7.90-	7.90	125530	11/04/22	0.00	
01-003791	CAPITAL ONE	SUPPLIES	131.72	131.72-	125530	11/04/22	0.00	

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES		: 10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022		10/21/2022 THRU 11/10/2022		
PARTIALLY ITEMS DATES:		10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022		10/21/2022 THRU 11/10/2022		
UNPAID ITEMS DATES		:	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022		10/21/2022 THRU 11/10/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003791	CAPITAL ONE	SUPPLIES	19.00	19.00-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	SUPPLIES	48.33	48.33-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	PROGRAM SUPPLIES	32.81	32.81-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	HANGERS FOR BUNKER GEAR	15.99	15.99-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	SUPPLIES	62.16	62.16-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	SUPPLIES	26.12	26.12-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	TRAIL CAM	119.00	119.00-	125530	11/04/22		0.00
01-003791	CAPITAL ONE	OFFICE SUPPLIES	40.50	40.50-	125530	11/04/22		0.00
		** TOTALS **	487.73	487.73-				0.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES RETURNED	50.00-	0.00	000000	0/00/00		50.00-
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	184.55	0.00	000000	0/00/00		184.55
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	110.00	0.00	000000	0/00/00		110.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	722.33	0.00	000000	0/00/00		722.33
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	244.00	0.00	000000	0/00/00		244.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	130.42	0.00	000000	0/00/00		130.42
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	87.00	0.00	000000	0/00/00		87.00
		** TOTALS **	1,428.30	0.00				1,428.30
01-004155	CARROLL COUNTY	GASOLINE	8,383.55	0.00	000000	0/00/00		8,383.55
		** TOTALS **	8,383.55	0.00				8,383.55
01-004174	CARROLL COUNTY SHERIFF	OCTOBER FINGERPRINTS	90.00	0.00	000000	0/00/00		90.00
		** TOTALS **	90.00	0.00				90.00
01-024005	CARROLL EYE CARE ASSOC.	PRE-EMPLOY EYE EXAM STEFFES	26.00	0.00	000000	0/00/00		26.00
		** TOTALS **	26.00	0.00				26.00
01-004196	CARROLL HYDRAULICS	#31 HYDRAULIC HOSES	49.73	0.00	000000	0/00/00		49.73
01-004196	CARROLL HYDRAULICS	#34 HYDRAULIC HOSES	70.66	0.00	000000	0/00/00		70.66
		** TOTALS **	120.39	0.00				120.39
01-004200	CARROLL LUMBER	SUPPLIES	18.60	0.00	000000	0/00/00		18.60
01-004200	CARROLL LUMBER	SAND BLASTING SAND	892.50	0.00	000000	0/00/00		892.50
01-004200	CARROLL LUMBER	REPAIR PARTS	42.56	0.00	000000	0/00/00		42.56
		** TOTALS **	953.66	0.00				953.66
01-002977	CARROLL REFUSE SERVICE	OCT TRASH COLLECTIONS	12,674.69	12,674.69-	125537	11/09/22		0.00
		** TOTALS **	12,674.69	12,674.69-				0.00
01-001148	CERTIFIED TESTING SERVICE	ST. MAINT. BLDG	60.00	0.00	000000	0/00/00		60.00
01-001148	CERTIFIED TESTING SERVICE	REC CENTER TESTING	2,054.00	0.00	000000	0/00/00		2,054.00
		** TOTALS **	2,114.00	0.00				2,114.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES : 10/21/2022 THRU 11/10/2022			10/21/2022 THRU 11/10/2022			10/21/2022 THRU 11/10/2022		
PARTIALLY ITEMS DATES : 10/21/2022 THRU 11/10/2022			10/21/2022 THRU 11/10/2022			10/21/2022 THRU 11/10/2022		
UNPAID ITEMS DATES :			10/21/2022 THRU 11/10/2022			10/21/2022 THRU 11/10/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	117.34	0.00	000000	0/00/00		117.34
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	57.29	0.00	000000	0/00/00		57.29
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	173.05	0.00	000000	0/00/00		173.05
		** TOTALS **	347.68	0.00				347.68
01-003633	CLEANING SOLUTIONS INC	OCT. CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00		2,080.00
01-003633	CLEANING SOLUTIONS INC	OCT PD CLEANING	624.00	0.00	000000	0/00/00		624.00
01-003633	CLEANING SOLUTIONS INC	OCTOBER REC CENTER CLEANING	2,268.00	0.00	000000	0/00/00		2,268.00
		** TOTALS **	4,972.00	0.00				4,972.00
01-004835	COMMERCIAL SAVINGS BANK	DEPOSIT SLIPS	35.25	35.25-	000000	10/25/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,804.18	13,804.18-	001405	11/03/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,647.04	15,647.04-	001405	11/03/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,847.50	4,847.50-	001405	11/03/22		0.00
		** TOTALS **	34,333.97	34,333.97-				0.00
01-004836	COMMUNITY OIL CO. INC.	GEAR BOX OIL	544.82	0.00	000000	0/00/00		544.82
		** TOTALS **	544.82	0.00				544.82
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER	1,330.00	0.00	000000	0/00/00		1,330.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER	1,668.75	0.00	000000	0/00/00		1,668.75
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	86.25	0.00	000000	0/00/00		86.25
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	115.00	0.00	000000	0/00/00		115.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	575.00	0.00	000000	0/00/00		575.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	172.50	0.00	000000	0/00/00		172.50
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	115.00	0.00	000000	0/00/00		115.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	115.00	0.00	000000	0/00/00		115.00
		** TOTALS **	4,177.50	0.00				4,177.50
01-001539	CONFLUENCE	STREETSCAPE PHASE 11	3,105.63	0.00	000000	0/00/00		3,105.63
		** TOTALS **	3,105.63	0.00				3,105.63
01-003145	CORE AND MAIN LP	OPERATING SUPPLIES	495.00	0.00	000000	0/00/00		495.00
		** TOTALS **	495.00	0.00				495.00
01-036008	COREY VENTEICHER	STEEL TOED BOOTS	200.00	200.00-	125535	11/04/22		0.00
		** TOTALS **	200.00	200.00-				0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	67.44	0.00	000000	0/00/00		67.44
		** TOTALS **	67.44	0.00				67.44
01-005395	D & K PRODUCTS	FUNGICIDE	1,300.00	0.00	000000	0/00/00		1,300.00
01-005395	D & K PRODUCTS	FUNGICIDE	6,016.00	0.00	000000	0/00/00		6,016.00
01-005395	D & K PRODUCTS	WETTING AGENT	1,548.40	0.00	000000	0/00/00		1,548.40

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
PARTIALLY ITEMS DATES:	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-005395	D & K PRODUCTS	CHEMICALS	9,975.00	0.00	000000	0/00/00		9,975.00
		** TOTALS **	18,839.40	0.00				18,839.40
01-000854	DEARBORN NATIONAL	NOV. LIFE INSURANCE PREMIUMS	325.49	325.49-	125527	11/04/22		0.00
		** TOTALS **	325.49	325.49-				0.00
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	6,293.96	0.00	000000	0/00/00		6,293.96
		** TOTALS **	6,293.96	0.00				6,293.96
01-006275	DREES OIL CO. INC.	#2 RED DIESEL	1,133.30	0.00	000000	0/00/00		1,133.30
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,696.40	0.00	000000	0/00/00		1,696.40
		** TOTALS **	2,829.70	0.00				2,829.70
01-001075	E & F CUSTOM PUMPING INC.	LAGOON CLEANING	25,170.25	0.00	000000	0/00/00		25,170.25
		** TOTALS **	25,170.25	0.00				25,170.25
01-006725	EARL MAY STORE	TREES	54.50	0.00	000000	0/00/00		54.50
		** TOTALS **	54.50	0.00				54.50
01-012590	ECHO ELECTRIC SUPPLY	STAGE - LIGHT BULBS	66.33	0.00	000000	0/00/00		66.33
01-012590	ECHO ELECTRIC SUPPLY	LIGHT BULBS	46.44	0.00	000000	0/00/00		46.44
		** TOTALS **	112.77	0.00				112.77
01-007253	ELECTRIC MOTOR SERVICE LL	REPAIR PARTS	16.00	0.00	000000	0/00/00		16.00
01-007253	ELECTRIC MOTOR SERVICE LL	FAN SWITCHES	20.00	0.00	000000	0/00/00		20.00
		** TOTALS **	36.00	0.00				36.00
01-008020	FAMILY & SPECIALTY MEDICA	FD PHYSICALS RUHNKE & LUX	350.00	0.00	000000	0/00/00		350.00
		** TOTALS **	350.00	0.00				350.00
01-008027	FAREWAY STORES	COUNCIL PLANNING SESSION	22.26	0.00	000000	0/00/00		22.26
		** TOTALS **	22.26	0.00				22.26
01-003403	FAST LANE AUTO CARE	GLASS CLEANER	109.44	0.00	000000	0/00/00		109.44
01-003403	FAST LANE AUTO CARE	CAR CLEANER	89.94	0.00	000000	0/00/00		89.94
		** TOTALS **	199.38	0.00				199.38
01-008050	FASTENAL COMPANY	DRILL BITS	29.97	0.00	000000	0/00/00		29.97
01-008050	FASTENAL COMPANY	BOLTS	12.03	0.00	000000	0/00/00		12.03
01-008050	FASTENAL COMPANY	SAFETY SUPPLIES	51.49	0.00	000000	0/00/00		51.49
		** TOTALS **	93.49	0.00				93.49
01-001291	FEH DESIGN	ST. MAINT BLDG	5,671.95	0.00	000000	0/00/00		5,671.95
		** TOTALS **	5,671.95	0.00				5,671.95

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
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PARTIALLY ITEMS DATES:	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT		PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-006860	FELD FIRE EQUIPMENT CO.	BOOTS - PETERS		282.50	0.00	000000	0/00/00	282.50
		** TOTALS **		282.50	0.00			282.50
01-008214	FERGUSON ENTERPRISES INC	OPERATING SUPPLIES		175.72	0.00	000000	0/00/00	175.72
		** TOTALS **		175.72	0.00			175.72
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING		1,161.00	0.00	000000	0/00/00	1,161.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING		853.50	0.00	000000	0/00/00	853.50
		** TOTALS **		2,014.50	0.00			2,014.50
01-009315	GALLS INC.	FIELD TESTS		75.55	0.00	000000	0/00/00	75.55
		** TOTALS **		75.55	0.00			75.55
01-009500	GEHLING WELDING & REPAIR	EQUIPMENT REPAIRS		52.00	0.00	000000	0/00/00	52.00
		** TOTALS **		52.00	0.00			52.00
01-009540	GENERAL TRAFFIC CONTROLS	GRIFFITH RD/US 30 TURN/FLASH		1,875.00	0.00	000000	0/00/00	1,875.00
		** TOTALS **		1,875.00	0.00			1,875.00
01-010010	GOLF COURSE SUPT. ASSOC.	MEMBERSHIP DUES		220.00	0.00	000000	0/00/00	220.00
		** TOTALS **		220.00	0.00			220.00
01-010040	GOVERNMENT FINANCE	GFOA DUES		190.00	0.00	000000	0/00/00	190.00
		** TOTALS **		190.00	0.00			190.00
01-010156	GRAPHIC EDGE LLC	PORTABLE BALL LOCKERS		659.98	0.00	000000	0/00/00	659.98
01-010156	GRAPHIC EDGE LLC	STOCKING HATS		303.84	0.00	000000	0/00/00	303.84
		** TOTALS **		963.82	0.00			963.82
01-000992	GUTE TREE SERVICE	4 STUMPS REMOVED		220.00	0.00	000000	0/00/00	220.00
		** TOTALS **		220.00	0.00			220.00
01-010660	HAWKEYE TRUCK EQUIPMENT	UNIT #29 WING UNIT		63.95	0.00	000000	0/00/00	63.95
		** TOTALS **		63.95	0.00			63.95
01-003533	HEALY EXCAVATING	GP DRAINAGE DITCH IMP #2		85,337.31	0.00	000000	0/00/00	85,337.31
		** TOTALS **		85,337.31	0.00			85,337.31
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS		516.63	0.00	000000	0/00/00	516.63
		** TOTALS **		516.63	0.00			516.63
01-005635	HOLIDAY INN AIRPORT	IMFOA - HOTEL		112.00	0.00	000000	0/00/00	112.00
		** TOTALS **		112.00	0.00			112.00

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022		10/21/2022 THRU 11/10/2022		
PARTIALLY ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022		10/21/2022 THRU 11/10/2022		
UNPAID ITEMS DATES	:		10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022				
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----	

01-012540	IMWCA	WORKER COMP #5	9,845.00	0.00	000000	0/00/00	9,845.00	
		** TOTALS **	9,845.00	0.00			9,845.00	
01-012552	INDUSTRIAL BEARING SUPP.	VLR AERATOR BEARINGS	2,692.80	0.00	000000	0/00/00	2,692.80	
01-012552	INDUSTRIAL BEARING SUPP.	HVAC BELTS	44.98	0.00	000000	0/00/00	44.98	
		** TOTALS **	2,737.78	0.00			2,737.78	
01-012578	INTERNATIONAL INSTITUTE	IIMC DUES	185.00	0.00	000000	0/00/00	185.00	
		** TOTALS **	185.00	0.00			185.00	
01-012635	IOWA DEPARTMENT OF TRANSP	RECERTIFICATIONS PROMES	360.00	360.00-	125533	11/04/22	0.00	
		** TOTALS **	360.00	360.00-			0.00	
01-012625	IOWA DEPT OF NATURAL RESO	2023 ANNUAL WATER USE FEE	115.00	0.00	000000	0/00/00	115.00	
		** TOTALS **	115.00	0.00			115.00	
01-005825	IOWA DIVISION OF LABOR SE	BOILER INSPECTION	40.00	0.00	000000	0/00/00	40.00	
		** TOTALS **	40.00	0.00			40.00	
01-012666	IOWA ONE CALL	SEPT. 2022 LOCATES	131.70	0.00	000000	0/00/00	131.70	
		** TOTALS **	131.70	0.00			131.70	
01-012690	IOWA RURAL WATER ASSN.	IRWA MEMBERSHIP 2023	375.00	0.00	000000	0/00/00	375.00	
		** TOTALS **	375.00	0.00			375.00	
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00	
		** TOTALS **	960.00	0.00			960.00	
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	201.20	0.00	000000	0/00/00	201.20	
		** TOTALS **	201.20	0.00			201.20	
01-003955	JIM BRIGGS	ROWING MACHINE	200.00	0.00	000000	0/00/00	200.00	
		** TOTALS **	200.00	0.00			200.00	
01-003952	JOYCE BIERL	REC MEMBERSHIP REFUND	183.84	183.84-	125531	11/04/22	0.00	
		** TOTALS **	183.84	183.84-			0.00	
01-003957	JP PARTY RENTALS LLC	KID'S NIGHT OUT SUPPLIES	2,632.50	0.00	000000	0/00/00	2,632.50	
		** TOTALS **	2,632.50	0.00			2,632.50	
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	122.44	0.00	000000	0/00/00	122.44	
		** TOTALS **	122.44	0.00			122.44	

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
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PARTIALLY ITEMS DATES:	:	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022		
UNPAID ITEMS DATES	:		10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-001550	KING CONSTRUCTION LLC	US 30 SAN SWR EXT #4	142,972.33	0.00	000000	0/00/00		142,972.33
		** TOTALS **	142,972.33	0.00				142,972.33
01-016510	LOGAN CONTRACTORS SUPPLY	STREET MAINTENANCE SUPPLIES	145.36	0.00	000000	0/00/00		145.36
		** TOTALS **	145.36	0.00				145.36
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	92.29	0.00	000000	0/00/00		92.29
		** TOTALS **	92.29	0.00				92.29
01-017133	MASTERCARD	SUPPLIES AND TRAINING	867.89	867.89-	125506	10/26/22		0.00
01-017133	MASTERCARD	ADOBE SOFTWARE	14.99	14.99-	125507	10/26/22		0.00
01-017133	MASTERCARD	SUPPLIES	3,518.54	3,518.54-	125508	10/26/22		0.00
01-017133	MASTERCARD	CONF. EXPENSES/MAIL CHIMP/ZOOM	1,785.73	1,785.73-	125509	10/26/22		0.00
		** TOTALS **	6,187.15	6,187.15-				0.00
01-002040	MATTHEW JACOB KENNEBECK	UNIFORM BOOTS	112.30	112.30-	125528	11/04/22		0.00
		** TOTALS **	112.30	112.30-				0.00
01-002993	MC CLURE ENGINEERING CO.	ADAM STREET RECONSTRUCTION	20,116.00	0.00	000000	0/00/00		20,116.00
		** TOTALS **	20,116.00	0.00				20,116.00
01-017220	MC FARLAND CLINIC PC	PRE-EMP STORK & STEFFES	427.50	0.00	000000	0/00/00		427.50
		** TOTALS **	427.50	0.00				427.50
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	42,423.20	42,423.20-	125539	11/09/22		0.00
		** TOTALS **	42,423.20	42,423.20-				0.00
01-003718	MIDWEST MUNICIPAL CONSULT	1/2 GOAL SETTING SESSION	2,612.50	0.00	000000	0/00/00		2,612.50
01-003718	MIDWEST MUNICIPAL CONSULT	CITY MANAGER SEARCH	3,036.00	0.00	000000	0/00/00		3,036.00
01-003718	MIDWEST MUNICIPAL CONSULT	1/2 GOAL SETTING SESSION FINAL	2,665.00	0.00	000000	0/00/00		2,665.00
		** TOTALS **	8,313.50	0.00				8,313.50
01-003956	MIDWEST PATCH/HI VIZ SAFE	RAIN JACKET AND PANTS	950.00	0.00	000000	0/00/00		950.00
		** TOTALS **	950.00	0.00				950.00
01-017585	MIDWEST WHOLESALE BLDG PR	SLOW PITCH FIELDS REPAIRS	149.55	0.00	000000	0/00/00		149.55
		** TOTALS **	149.55	0.00				149.55
01-000073	MOODY'S INVESTORS SERVICE	LOSST BONDS - MOODY'S RATING	19,000.00	0.00	000000	0/00/00		19,000.00
		** TOTALS **	19,000.00	0.00				19,000.00
01-017730	MOORHOUSE READY MIX CO.	ROW - 1225 N MAIN ST	505.05	0.00	000000	0/00/00		505.05
01-017730	MOORHOUSE READY MIX CO.	926 N WEST - PATCH	803.34	0.00	000000	0/00/00		803.34
01-017730	MOORHOUSE READY MIX CO.	CONCRETE SAUK TRAIL/MANHOLE	419.13	0.00	000000	0/00/00		419.13

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
PARTIALLY ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-017730	MOORHOUSE READY MIX CO.	ROW 1753 SALINGER	244.50	0.00	000000	0/00/00		244.50
01-017730	MOORHOUSE READY MIX CO.	ROW 209 SOUTHGATE RD	314.35	0.00	000000	0/00/00		314.35
01-017730	MOORHOUSE READY MIX CO.	ROW - 1709 QUINT	768.41	0.00	000000	0/00/00		768.41
01-017730	MOORHOUSE READY MIX CO.	SUPPLIES	147.00	0.00	000000	0/00/00		147.00
01-017730	MOORHOUSE READY MIX CO.	CONCRETE	1,397.10	0.00	000000	0/00/00		1,397.10
		** TOTALS **	4,598.88	0.00				4,598.88
01-003529	MURRAY'S WELDING	TRAILER REPAIR	1,375.75	0.00	000000	0/00/00		1,375.75
		** TOTALS **	1,375.75	0.00				1,375.75
01-018408	NAPA AUTO PARTS	UNIT #52 - PARTS RETURNED	8.85-	0.00	000000	0/00/00		8.85-
01-018408	NAPA AUTO PARTS	BATTERIES & CORE DEPOSIT	138.64-	0.00	000000	0/00/00		138.64-
01-018408	NAPA AUTO PARTS	SUPPLIES	14.54	0.00	000000	0/00/00		14.54
01-018408	NAPA AUTO PARTS	SUPPLIES	7.49	0.00	000000	0/00/00		7.49
01-018408	NAPA AUTO PARTS	DRIVE SHAFT - UNIT #52	703.90	0.00	000000	0/00/00		703.90
01-018408	NAPA AUTO PARTS	UNIT #52 TRANSMISSION RPRS	17.70	0.00	000000	0/00/00		17.70
01-018408	NAPA AUTO PARTS	GENERATOR TRAILER LIGHTS	115.77	0.00	000000	0/00/00		115.77
01-018408	NAPA AUTO PARTS	AUTO SCRUBBER BATTERIES	1,069.86	0.00	000000	0/00/00		1,069.86
		** TOTALS **	1,781.77	0.00				1,781.77
01-018423	NATIONAL FIRE PROTECTION	NFPA MEMBERSHIP RENEWAL	175.00	0.00	000000	0/00/00		175.00
		** TOTALS **	175.00	0.00				175.00
01-019135	NOVA FITNESS EQUIPMENT	MISC EQUIPMENT REPAIRS	157.50	0.00	000000	0/00/00		157.50
		** TOTALS **	157.50	0.00				157.50
01-003298	NUTRIEN AG SOLUTIONS INC	SUPPLIES	190.00	0.00	000000	0/00/00		190.00
		** TOTALS **	190.00	0.00				190.00
01-020330	O'REILLY AUTO PARTS	CORE DEPOSITS CREDITED	88.00-	0.00	000000	0/00/00		88.00-
01-020330	O'REILLY AUTO PARTS	OPERATING SUPPLIES	1,012.40	0.00	000000	0/00/00		1,012.40
		** TOTALS **	924.40	0.00				924.40
01-020203	OFFICE STOP	SUPPLIES	50.24	0.00	000000	0/00/00		50.24
		** TOTALS **	50.24	0.00				50.24
01-020326	OPTIONS INK	FREIGHT AND SUPPLIES	95.25	0.00	000000	0/00/00		95.25
		** TOTALS **	95.25	0.00				95.25
01-003210	PATRICK MC CARTY	HUMAN TRAFFICKING CONF.	118.74	118.74-	125504	10/26/22		0.00
		** TOTALS **	118.74	118.74-				0.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE - CITY VEHICLE	54.82	0.00	000000	0/00/00		54.82
01-001949	PERFORMANCE TIRE & SERVIC	#17 - TIRE REPAIRS	27.82	0.00	000000	0/00/00		27.82

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
PARTIALLY ITEMS DATES:	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	27.82	0.00	000000	0/00/00		27.82
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #20	39.33	0.00	000000	0/00/00		39.33
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	56.39	0.00	000000	0/00/00		56.39
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	39.33	0.00	000000	0/00/00		39.33
01-001949	PERFORMANCE TIRE & SERVIC	BATTERY AND OIL CHANGE #19	258.33	0.00	000000	0/00/00		258.33
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE	36.63	0.00	000000	0/00/00		36.63
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	27.82	0.00	000000	0/00/00		27.82
		** TOTALS **	568.29	0.00				568.29
01-000169	PERRY JOHNSON	OCTOBER MILEAGE INSPECTIONS	161.25	0.00	000000	0/00/00		161.25
		** TOTALS **	161.25	0.00				161.25
01-001540	PETTY CASH	REPENISH PETTY CASH	48.67	48.67-	125536	11/09/22		0.00
		** TOTALS **	48.67	48.67-				0.00
01-003148	PFM FINANCIAL ADVISORS LL	LOSST 2022A - ISSUANCE FEES	18,134.93	0.00	000000	0/00/00		18,134.93
		** TOTALS **	18,134.93	0.00				18,134.93
01-001127	PIONEER MANUFACTURING CO.	FIELD MARKING SUPPLIES	17.55	0.00	000000	0/00/00		17.55
		** TOTALS **	17.55	0.00				17.55
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL SOFTWARE	316.80	0.00	000000	0/00/00		316.80
01-003127	PLANET TECHNOLOGIES, INC.	MS OFFICE - PW SECRETARY	158.40	0.00	000000	0/00/00		158.40
		** TOTALS **	475.20	0.00				475.20
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,778.78	1,778.78-	125510	10/26/22		0.00
		** TOTALS **	1,778.78	1,778.78-				0.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL - 112 E 5TH ST	54.00	0.00	000000	0/00/00		54.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS ST	96.05	0.00	000000	0/00/00		96.05
		** TOTALS **	150.05	0.00				150.05
01-000490	RANDALL M. KRAUEL	APWA FALL CONFERENCE	141.16	141.16-	125503	10/26/22		0.00
		** TOTALS **	141.16	141.16-				0.00
01-023640	RAY'S REFUSE SERVICE	OCTOBER GARBAGE PICKUP	1,514.56	0.00	000000	0/00/00		1,514.56
01-023640	RAY'S REFUSE SERVICE	OCT TRASH COLLECTIONS	35,246.58	35,246.58-	125540	11/09/22		0.00
		** TOTALS **	36,761.14	35,246.58-				1,514.56
01-023815	REGION XII COG	PLANNING & ZONING WORKSHOP	40.00	0.00	000000	0/00/00		40.00
01-023815	REGION XII COG	PLANNING & ZONING CAYLER	20.00	0.00	000000	0/00/00		20.00
01-023815	REGION XII COG	OCT TAXI PROGRAM DONATIONS	875.00	875.00-	125541	11/09/22		0.00
		** TOTALS **	935.00	875.00-				60.00

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PARTIALLY ITEMS DATES:	:	10/21/2022 THRU 11/10/2022	10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
UNPAID ITEMS DATES	:		10/21/2022	THRU	11/10/2022	10/21/2022	THRU	11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003785	RICK PEUGH	OCTOBER MILEAGE INSPECTIONS	18.75	0.00	000000	0/00/00		18.75
		** TOTALS **	18.75	0.00				18.75
01-003455	ROZANNE SWARTZENDRUBER	ATTACH PATCHES ON UNIFORMS	20.00	0.00	000000	0/00/00		20.00
		** TOTALS **	20.00	0.00				20.00
01-024905	SAFETY-KLEEN CORP.	PARTS WASHER CLEANING	297.31	0.00	000000	0/00/00		297.31
		** TOTALS **	297.31	0.00				297.31
01-000218	SCOTT HAAKENSON	STEEL TOED BOOTS	200.00	200.00-	125502	10/26/22		0.00
		** TOTALS **	200.00	200.00-				0.00
01-003024	SHARP FUNERAL HOME	DISINTERMENT	750.00	0.00	000000	0/00/00		750.00
		** TOTALS **	750.00	0.00				750.00
01-025250	SHERWIN WILLIAMS CO.	SLOW PITCH FIELD REPAIRS	25.57	0.00	000000	0/00/00		25.57
		** TOTALS **	25.57	0.00				25.57
01-004178	SOLID WASTE MANAGEMENT CO	LANDFILL FEES	17.86	0.00	000000	0/00/00		17.86
		** TOTALS **	17.86	0.00				17.86
01-028180	STATE HYGIENIC LABORATORY	SAMPLES WELLS #14, #15, #18	40.50	0.00	000000	0/00/00		40.50
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000	0/00/00		42.50
		** TOTALS **	83.00	0.00				83.00
01-025880	STONE PRINTING CO.	PRINTER AND CARTRIDGES	353.95	0.00	000000	0/00/00		353.95
01-025880	STONE PRINTING CO.	SUPPLIES	10.79	0.00	000000	0/00/00		10.79
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	11.99	0.00	000000	0/00/00		11.99
01-025880	STONE PRINTING CO.	PRINTER INK	52.98	0.00	000000	0/00/00		52.98
01-025880	STONE PRINTING CO.	SUPPLIES	5.95	0.00	000000	0/00/00		5.95
01-025880	STONE PRINTING CO.	CITY OF CARROLL ENVELOPES	500.00	0.00	000000	0/00/00		500.00
		** TOTALS **	935.66	0.00				935.66
01-002929	SUMMIT SUPPLY CORPORATION	SWING SET SUPPLIES	178.40	0.00	000000	0/00/00		178.40
		** TOTALS **	178.40	0.00				178.40
01-003668	THE RIGHT GRANTS LLC	LIBRARY CAT GRANT FINAL REPORT	375.00	0.00	000000	0/00/00		375.00
		** TOTALS **	375.00	0.00				375.00
01-026605	TIEFENTHALER AG-LIME	GRADATION LIMESTONE ROCK	5,921.80	0.00	000000	0/00/00		5,921.80
		** TOTALS **	5,921.80	0.00				5,921.80
01-003953	TIM STORK	STEEL TOED SHOES	200.00	200.00-	125532	11/04/22		0.00
		** TOTALS **	200.00	200.00-				0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
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PARTIALLY ITEMS DATES:	:	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022
UNPAID ITEMS DATES	:		10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---

01-000875	TRUE NORTH COMPANIES	A D & D INSURANCE FIRE DEPT.	438.90	0.00	000000	0/00/00		438.90
		** TOTALS **	438.90	0.00				438.90
01-001088	TYLER TECHNOLOGIES	CC MACHINES & PYMTS PCI FEE	928.00	0.00	000000	0/00/00		928.00
		** TOTALS **	928.00	0.00				928.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/15/2022	28.22	28.22-	125511	10/26/22		0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/22/2022	30.56	30.56-	125534	11/04/22		0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/29/2022	25.93	25.93-	125542	11/09/22		0.00
		** TOTALS **	84.71	84.71-				0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	168.03	168.03-	125512	10/26/22		0.00
		** TOTALS **	168.03	168.03-				0.00
01-028290	USA BLUE BOOK	LAB SUPPLIES	1,886.83	0.00	000000	0/00/00		1,886.83
01-028290	USA BLUE BOOK	LAB SUPPLIES	51.02	0.00	000000	0/00/00		51.02
		** TOTALS **	1,937.85	0.00				1,937.85
01-003854	VAN DIEST SUPPLY COMPANY	FUNGICIDE	2,270.00	0.00	000000	0/00/00		2,270.00
		** TOTALS **	2,270.00	0.00				2,270.00
01-002666	VAN WALL EQUIPMENT INC.	JOHN DEERE ROTARY CUTTER	14,371.73	0.00	000000	0/00/00		14,371.73
		** TOTALS **	14,371.73	0.00				14,371.73
01-003377	WELLMARK BLUE CROSS/BLUE	NOV. HEALTH INSURANCE PREMIUMS	50,555.02	50,555.02-	125505	10/26/22		0.00
		** TOTALS **	50,555.02	50,555.02-				0.00
01-002590	WENDL'S WEAPONS LLC	RIFLE REPAIRS	23.40	0.00	000000	0/00/00		23.40
		** TOTALS **	23.40	0.00				23.40
01-003722	ISOLVED BENEFIT SERVICES	OCT HRA & FLEX FEES	293.25	293.25-	000000	11/08/22		0.00
		** TOTALS **	293.25	293.25-				0.00
* Payroll Expense			176,528.12					

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022
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UNPAID ITEMS DATES :		10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	372,632.83	372,632.83CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,089,437.37	0.00	1,089,437.37
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	1,462,070.20	372,632.83CR	1,089,437.37

UNPAID RECAP

UNPAID INVOICE TOTALS	1,089,722.86
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	285.49CR
** UNPAID TOTALS **	1,089,437.37

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022
PARTIALLY ITEMS DATES	: 10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022
UNPAID ITEMS DATES	:	10/21/2022 THRU 11/10/2022	10/21/2022 THRU 11/10/2022

FUND TOTALS

001	GENERAL FUND	210,898.06
010	HOTEL/MOTEL TAX	610.55
110	ROAD USE TAX FUND	18,897.27
178	CRIME PREV/SPEC PROJECTS	99.00
304	C.P. STREETS	20,116.00
309	C.P. - CORRIDOR OF COMM.	3,105.63
311	C.P.-PARKS & RECREATION	85,337.31
313	C.P. - REC CENTER BLDG	445,673.15
314	C.P.-STREETS MAINT BLDG	227,943.06
600	WATER UTILITY FUND	26,274.83
610	SEWER UTILITY FUND	52,549.13
612	SEWER UTILITY CAP. IMP.	142,972.33
850	MEDICAL INSURANCE FUND	51,065.76
	* PAYROLL EXPENSE	176,528.12

GRAND TOTAL	1,462,070.20
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City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura Schaefer, City Clerk/Finance Director 
DATE: November 9, 2022
SUBJECT: Infill Housing Incentive Application

The City of Carroll received an Infill Housing Incentive application as follows:

Applicant:	Jay Halbur
Property Location:	957 Brookdale Drive (Timber Creek East Subdivision)
Estimated Building Value:	\$408,000

As a note, the incentive is paid to the applicant after the City issues the final occupancy permit for the home. If this application is approved there will be 17 incentives remaining available.

RECOMMENDATION: Mayor and City Council consideration and approval of the requested Infill Housing Incentive application.

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 957 Brookdale Drive

Legal Description or Parcel Number: Lot 3, Timber Creek East
Subdivision Plat 3 to the City of Carroll, Carroll
County, Iowa

Applicant: Jay Halbur

Address: 2997 255th Street

City: Glidden State: IA

Phone: 712-210-2377

Current Property Value (from assessor's records)

Land: \$ 8,980 Building(s): \$ 0

Brief Description of Project: Build single family home - owner occupied

Estimated Cost of Actual Building Improvements: \$ 408,000

Start Date: 10/19/2022

Estimated or Actual Completion Date: August 1, 2023

Note: No change may be made once an application is approved without approval of the Carroll City Council.

Acknowledgments:

A copy of the building permit is attached.

The property to which improvements are made conform to all applicable city codes.

The applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining a housing incentive from the City of Carroll and is true and complete to the best of the applicant's knowledge. The applicant acknowledges that no incentive will be received unless it is approved by the Carroll City Council. The applicant understands and acknowledges the rules of the Program and acknowledges that incentive eligibility is subject to the Program rules.

Applicant's Signature: _____

Date Signed: _____

City Council Action:

_____ Approved

Date: _____

_____ Disapproved

Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 10/14/2022

PERMIT # 220251

DATE ISSUED: 10/14/2022

PROJECT ADDRESS: 957 BROOKDALE DRIVE
LOCATION: 957 BROOKDALE DRIVE
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: JAY HALBUR
ADDRESS: 29997 255TH ST
CITY: GLIDDEN
STATE: IA
ZIP: 51443-8800
PHONE:

CONTRACTOR: JAY HALBUR
ADDRESS: 29997 255TH ST
CITY: GLIDDEN
ST: IA
ZIP: 51443-8800
PHONE:

VALUATION: \$ 408,000.00
WORK: RESIDENTIAL NEW
PROP. USE:
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE	DESCRIPTION	AMOUNT
BL ISSUE	BUILDING ISSUE FEE	\$1,211.00
CONST WTR	CONSTRUCTION WATER	\$ 42.00
TOTAL		\$1,253.00

NOTES: NEW HOUSE

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

10/20/2022
DATE


(APPROVED BY)

10/14/22
DATE



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: November 9, 2022
SUBJECT: State Annual Financial Report for Fiscal Year 2021 - 2022

Attached is a copy of the State Annual Financial Report for Fiscal Year ending June 30, 2022. This report is required by Chapter 384.22 of the Code of Iowa and is to be filed with the Office of the Auditor of State by December 1, 2022. Also, the first page of the report is required to be published and a proof of publication must be submitted with the report. The report summarizes all the revenues and expenses as well as the outstanding debt for the fiscal year ending June 30, 2022.

If you have any questions about the report, please stop by City Hall or call me.

RECOMMENDATION: Council acceptance and authorization for publication of the State Annual Financial Report for the Fiscal Year ending June 30, 2022.

STATE OF IOWA 2022 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2022 CITY OF CARROLL, IOWA DUE: December 1, 2022	
	16201400300000
	CITY OF CARROLL
	627 N ADAMS STREET
	CARROLL IA 51401
	POPULATION: 10321

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	6,272,238		6,272,238	6,168,871
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	6,272,238		6,272,238	6,168,871
Delinquent Property Taxes	2,260		2,260	0
TIF Revenues	1,158,468		1,158,468	1,173,840
Other City Taxes	2,488,265	0	2,488,265	2,233,935
Licenses and Permits	67,020	0	67,020	74,600
Use of Money and Property	101,880	98,368	200,248	240,455
Intergovernmental	2,817,778	28	2,817,806	1,613,499
Charges for Fees and Service	1,811,933	3,902,252	5,714,185	5,473,870
Special Assessments	0	0	0	0
Miscellaneous	335,926	118,192	454,118	281,125
Other Financing Sources	3,419,103	0	3,419,103	3,417,440
Transfers In	4,906,878	1,958,450	6,865,328	7,046,849
Total Revenues and Other Sources	23,381,749	6,077,290	29,459,039	27,724,484
Expenditures and Other Financing Uses				
Public Safety	2,469,098		2,469,098	2,621,175
Public Works	2,214,512		2,214,512	2,800,160
Health and Social Services	81,315		81,315	101,895
Culture and Recreation	3,136,291		3,136,291	4,557,183
Community and Economic Development	200,747		200,747	398,667
General Government	1,091,168		1,091,168	1,201,971
Debt Service	4,685,651		4,685,651	4,697,135
Capital Projects	4,714,606		4,714,606	6,088,710
Total Governmental Activities Expenditures	18,593,388	0	18,593,388	22,466,896
BUSINESS TYPE ACTIVITIES		2,813,849	2,813,849	3,912,225
Total All Expenditures	18,593,388	2,813,849	21,407,237	26,379,121
Other Financing Uses	0	0	0	
Transfers Out	4,882,501	1,982,827	6,865,328	7,046,849
Total All Expenditures/and Other Financing Uses	23,475,889	4,796,676	28,272,565	33,425,970
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-94,140	1,280,614	1,186,474	-5,701,486
Beginning Fund Balance July 1, 2021	15,585,776	8,847,762	24,433,538	24,433,539
Ending Fund Balance June 30, 2022	15,491,636	10,128,376	25,620,012	18,732,053

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds 983,128	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2022	Amount	Indebtedness at June 30, 2022	Amount
General Obligation Debt	4,705,000	Other Long-Term Debt	0
Revenue Debt	2,098,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	44,960,935

CERTIFICATION	
The forgoing report is correct to the best of my knowledge and belief	
Signature of Preparer Printed name of Preparer Laura A. Schaefer, City Clerk/Finance Director	Publication
	Phone Number 712-792-1000
	Date Signed
Signature of Mayor or other City official (Name and Title)	

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REVENUE P2

CITY OF CARROLL

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	4,521,347	1,034,003		716,888			6,272,238		6,272,238	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	4,521,347	1,034,003		716,888	0	0	6,272,238		6,272,238	4
Delinquent Property Taxes	5	1,611	330		319			2,260		2,260	5
Total Property Tax	6	4,522,958	1,034,333		717,207	0	0	6,274,498		6,274,498	6
TIF Revenues	7			1,158,468				1,158,468		1,158,468	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8							0		0	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	204,969						204,969		204,969	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13	241,364						241,364		241,364	13
Other Local Option Taxes	14		2,041,932					2,041,932		2,041,932	14
Total Other City Taxes	15	446,333	2,041,932		0	0	0	2,488,265	0	2,488,265	15
Section B - Licenses and Permits	16	67,020						67,020		67,020	16
Section C - Use of Money and Property	17										17
Interest	18	32,615	10,656	1,207		14,547	2,679	61,704	41,635	103,339	18
Rents and Royalties	19	40,176						40,176	56,733	96,909	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
Total Use of Money and Property	22	72,791	10,656	1,207	0	14,547	2,679	101,880	98,368	200,248	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27	193,772	810,157			1,133		1,005,062	28	1,005,090	27
Community Development Block Grants	28					79,963		79,963		79,963	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
Total Federal Grants and Reimbursements	33	193,772	810,157		0	81,096	0	1,085,025	28	1,085,053	33

REVENUE P3

CITY OF CARROLL

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		1,421,274					1,421,274		1,421,274	44
Other state grants and reimbursements	48										48
State grants	49	11,985	3,685			4,853		20,523		20,523	49
Iowa Department of Transportation	50					10,000		10,000		10,000	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
Commercial & Industrial Replacement Claim	54	148,670	34,032		21,517			204,219		204,219	54
	55							0		0	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
Total State	60	160,655	1,458,991	0	21,517	14,853	0	1,656,016	0	1,656,016	60
Local Grants and Reimbursements											
County Contributions	63	44,148				5,000		49,148		49,148	63
Library Service	64							0		0	64
Township Contributions	65	27,589						27,589		27,589	65
Fire/EMT Service	66							0		0	66
	67							0		0	67
	68							0		0	68
	69							0		0	69
Total Local Grants and Reimbursements	70	71,737	0	0	0	5,000	0	76,737	0	76,737	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	426,164	2,269,148	0	21,517	100,949	0	2,817,778	28	2,817,806	71
Section E - Charges for Fees and Service	72										72
Water	73							0	1,555,985	1,555,985	73
Sewer	74							0	2,079,906	2,079,906	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79	584,984						584,984		584,984	79
Hospital	80							0		0	80

REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82	14,620						14,620		14,620	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	266,361	266,361	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90		5,000					5,000		5,000	90
Prisoner Care	91							0		0	91
Fire Service Charges	92	10						10		10	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94	15,576						15,576		15,576	94
Housing and Urban Renewal Charges	95							0		0	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98	44,690						44,690		44,690	98
Library Charges	99							0		0	99
Park, Recreation, and Cultural Charges	100	1,147,053						1,147,053		1,147,053	100
Animal Control Charges	101							0		0	101
	102							0		0	102
	103							0		0	103
Total Charges for Service	104	1,806,933	5,000	0	0	0	0	1,811,933	3,902,252	5,714,185	104
Section F - Special Assessments	106							0		0	106
Section G - Miscellaneous	107										107
Contributions	108	60,988	6,070			10,351		77,409	44,826	122,235	108
Deposits and Sales/Fuel Tax Refunds	109	1,316						1,316	8,325	9,641	109
Sale of Property and Merchandise	110	162,833	1,400				25,013	189,246	26,901	216,147	110
Fines	111	67,955						67,955	38,140	106,095	111
Internal Service Charges	112							0		0	112
	113							0		0	113
	114							0		0	114
	115							0		0	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	293,092	7,470	0	0	10,351	25,013	335,926	118,192	454,118	120

REVENUE P5

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	7,635,291	5,368,539	1,159,675	738,724	125,847	27,692	15,055,768	4,118,840	19,174,608	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124							0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125				3,419,103			3,419,103		3,419,103	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	1,015,578	140,614		500,492	2,070,503		3,727,187	895,000	4,622,187	127
Internal TIF loans and transfers in	128	3,470	144,803		31,418	1,000,000		1,179,691	1,063,450	2,243,141	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	1,019,048	285,417	0	3,951,013	3,070,503	0	8,325,981	1,958,450	10,284,431	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	8,654,339	5,653,956	1,159,675	4,689,737	3,196,350	27,692	23,381,749	6,077,290	29,459,039	132
Beginning Fund Balance July 1, 2021	134	4,940,528	3,434,632	166,364	92,874	6,316,982	634,396	15,585,776	8,847,762	24,433,538	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	13,594,867	9,088,588	1,326,039	4,782,611	9,513,332	662,088	38,967,525	14,925,052	53,892,577	136

EXPENDITURES P6

CITY OF CARROLL

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	1,834,736	6,846					1,841,582		1,841,582	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	149,010						149,010		149,010	6
Ambulance	7							0		0	7
Building Inspections	8	242,735						242,735		242,735	8
Miscellaneous Protective Services	9	233,057						233,057		233,057	9
Animal Control	10							0		0	10
Other Public Safety	11	2,714						2,714		2,714	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	2,462,252	6,846		0	0	0	2,469,098		2,469,098	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	20,116	625,558					645,674		645,674	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	170,826						170,826		170,826	18
Traffic Control Safety	19		19,791					19,791		19,791	19
Snow Removal	20		68,513					68,513		68,513	20
Highway Engineering	21							0		0	21
Street Cleaning	22		23,874					23,874		23,874	22
Airport (if not an enterprise)	23	185,589						185,589		185,589	23
Garbage (if not an enterprise)	24	708,732						708,732		708,732	24
Other Public Works	25	214,291	177,222					391,513		391,513	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	1,299,554	914,958		0	0	0	2,214,512		2,214,512	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36	81,315						81,315		81,315	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	81,315	0		0	0	0	81,315		81,315	39
Section D - Culture and Recreation	40										40
Library Services	41	563,390	7,055					570,445		570,445	41
Museum, Band, Theater	42	10,085						10,085		10,085	42
Parks	43	1,233,787	14,783					1,248,570		1,248,570	43
Recreation	44	1,164,178						1,164,178		1,164,178	44
Cemetery	45	141,747						141,747		141,747	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	1,266						1,266		1,266	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	3,114,453	21,838		0	0	0	3,136,291		3,136,291	50

EXPENDITURES P7

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53	77,250	50,000					127,250		127,250	53
Housing and urban renewal	54	2,000						2,000		2,000	54
Planning and zoning	55	1,686						1,686		1,686	55
Other community and economic development	56	49,774	3,773					53,547		53,547	56
TIF Rebates	57			16,264				16,264		16,264	57
	58							0		0	58
Total Community and Economic Development	59	130,710	53,773	16,264	0	0	0	200,747		200,747	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	35,224						35,224		35,224	61
Clerk, Treasurer, Financial Administration	62	553,566						553,566		553,566	62
Elections	63	3,376						3,376		3,376	63
Legal Services and City Attorney	64	32,966						32,966		32,966	64
City Hall and General Buildings	65	101,446						101,446		101,446	65
Tort Liability	66	312,944						312,944		312,944	66
Other General Government	67	51,646						51,646		51,646	67
	68							0		0	68
	69							0		0	69
Total General Government	70	1,091,168	0		0	0	0	1,091,168		1,091,168	70
Section G - Debt Service	71				4,685,651			4,685,651		4,685,651	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	4,685,651	0	0	4,685,651		4,685,651	74
Section H - Regular Capital Projects - Specify	75										75
Airport/Parks & Rec Projects	76					659,063		659,063		659,063	76
Street Projects	77					4,055,543		4,055,543		4,055,543	77
Subtotal Regular Capital Projects	78	0	0		0	4,714,606	0	4,714,606		4,714,606	78
TIF Capital Projects - Specify	79										79
Airport/Parks & Rec Projects	80							0		0	80
Street Projects	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0		0	4,714,606	0	4,714,606		4,714,606	83
Total Governmental Activities Expenditures	84	8,179,452	997,415	16,264	4,685,651	4,714,606	0	18,593,388		18,593,388	84
(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								1,025,520	1,025,520	88
Capital Outlay	89								64,357	64,357	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								980,982	980,982	91
Capital Outlay	92								21,990	21,990	92
Debt Service	93								714,140	714,140	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106									0	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								6,860	6,860	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								2,813,849	2,813,849	129

EXPENDITURES P9

CITY OF CARROLL

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	8,179,452	997,415	16,264	4,685,651	4,714,606	0	18,593,388	2,813,849	21,407,237	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	400,503	3,238,857					3,639,360	982,827	4,622,187	132
Internal TIF loans/repayments and transfers out	133			1,243,141				1,243,141	1,000,000	2,243,141	133
	134							0		0	134
Total Other Financing Uses	135	400,503	3,238,857	1,243,141	0	0	0	4,882,501	1,982,827	6,865,328	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	8,579,955	4,236,272	1,259,405	4,685,651	4,714,606	0	23,475,889	4,796,676	28,272,565	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						662,088	662,088		662,088	140
Restricted	141	624,597	4,707,911	66,634	96,960			5,496,102		5,496,102	141
Committed	142					4,798,726		4,798,726		4,798,726	142
Assigned	143	744,790	144,405					889,195		889,195	143
Unassigned	144	3,645,525						3,645,525		3,645,525	144
Total Governmental	145	5,014,912	4,852,316	66,634	96,960	4,798,726	662,088	15,491,636		15,491,636	145
Proprietary	146								10,128,376	10,128,376	146
Total Ending Fund Balance June 30,	147	5,014,912	4,852,316	66,634	96,960	4,798,726	662,088	15,491,636	10,128,376	25,620,012	147
Total Requirements (Sum of lines 136 and 147)	148	13,594,867	9,088,588	1,326,039	4,782,611	9,513,332	662,088	38,967,525	14,925,052	53,892,577	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies	16,025		
Libraries			
Police protection			
Sewerage			
Sanitation	129,480		
All other	239,669		

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	4,885,461

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year				Debt Outstanding JUNE 30, 2022					
Purpose	Line	Debt Outstanding JULY 1, 2021	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.								
Sewer Utility	2.	2,757,000		659,000			2,098,000		48,247
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.								
Other Purposes / Miscellaneous	9.								
GO	10.	5,870,000	3,325,000	4,490,000	4,705,000				152,123
Parking	11.								
Airport	12.								
Stormwater	13.								
Section 108	14.								
Total Long-Term		8,627,000	3,325,000	5,149,000	4,705,000	0	2,098,000	0	200,370

B. Short-Term Debt Amount

Outstanding as of July 1, 2021	
Outstanding as of JUNE 30, 2022	

DEBT LIMITATION FOR GENERAL OBLIGATIONS		Amount	
Part VI	Actual valuation -- January 1, 2020	899,218,707	x.0.5 = \$ 44,960,935.35

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2022

Type of asset	Amount			
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
	96,960			26,506,180
				26,603,140

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: November 9, 2022
SUBJECT: City Street Finance Report for Fiscal Year 2021 - 2022

Attached is the Annual City Street Finance Report that is required to be filed by December 1, 2022. The report contains information for street related activities that occurred during Fiscal Year 2022. The report contains the same information as in prior years past but is in a slightly different format. For example, there are more columns to show the expenses and revenues that relate to General Fund, Road Use Tax Fund, Other Special Revenue Funds (LOST, TIF, Employee Benefit), Debt Service, Capital Projects and Utilities.

The report pages are as follows:

1. Pages 1 & 2 - Expenses by fund and category
2. Page 3 – Revenues by fund and category
3. Page 4 – Street related debt
4. Pages 5 & 6 – Listing of equipment used on street related activities
5. Page 7 – Street projects that were completed in FY 2022
6. Page 8 – Summary of the street related financial information

RECOMMENDATION: Council approval of the City Street Finance Report for Fiscal Year 2021 - 2022.

RESOLUTION NO. _____

**A RESOLUTION APPROVING CITY STREET FINANCE REPORT
FOR FISCAL YEAR 2020 – 2021**

WHEREAS, the Code of Iowa, Chapter 312, Section 14, requires that all cities prepare and submit an Annual City Street Finance Report of expenditures and receipts to the Iowa Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Carroll, Iowa, that Council has reviewed all forms of the required report and found them to be in compliance with the requirements of the Iowa Code and directs the City Clerk to submit these forms to the Iowa Department of Transportation before December 1, 2021.

PASSED AND APPROVED by the City Council of Carroll, Iowa this 8th day of November, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Carroll

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$8,205	\$411,181					\$419,386
Benefits - Roads/Streets	\$1,370	\$133,858					\$135,228
Operational Equipment Repair		\$9,048					\$9,048
Other Utilities		\$2,363					\$2,363
Other Contract Services		\$6,832					\$6,832
Operating Supplies	\$10,540	\$158,359					\$168,899
Postage & Safety		\$66					\$66
New Posts & Signs		\$23,630					\$23,630
Other Capital Equipment		\$57,445					\$57,445
Buildings					\$2,730,612		\$2,730,612
Street - Capacity Improvement					\$128,426		\$128,426
Street - Preservation					\$502,723		\$502,723
Other Capital Outlay					\$693,782		\$693,782
Principal Payment				\$274,700			\$274,700
Interest Payment				\$45,473			\$45,473
Bond Registration Fees				\$777			\$777
Transfer Out	\$50,000		\$965,417			\$1,000,000	\$2,015,417
Street Lighting	\$170,826						\$170,826



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Carroll

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Snow Removal		\$45,477					\$45,477
Street Cleaning		\$23,874					\$23,874
Snow Removal Salaries		\$19,727					\$19,727
Snow Removal Benefits		\$3,307					\$3,307
Total	\$240,941	\$895,167	\$965,417	\$320,950	\$4,055,543	\$1,000,000	\$7,478,018



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City Street Finance Report

Fiscal Year 2022

Carroll

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$224,049		\$140,614	\$320,950			\$685,613
TIF Revenues			\$144,803				\$144,803
Other Taxes (Hotel, LOST)			\$680,000				\$680,000
Interest					\$12,682		\$12,682
Federal Grants		\$156					\$156
State Revenues - Road Use Taxes		\$1,421,274					\$1,421,274
Charges/fees	\$15,576	\$3,943				\$1,000,000	\$1,019,519
Fuel Tax Refund	\$1,316						\$1,316
Sale of Property & Merchandise		\$1,400					\$1,400
Transfer In		\$285,417			\$1,730,000		\$2,015,417
Total	\$240,941	\$1,712,190	\$965,417	\$320,950	\$1,742,682	\$1,000,000	\$5,982,180



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City Street Finance Report

Fiscal Year 2022

Carroll

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Third Street Storm Sewer	\$870,000	\$285,000	\$13,060	\$205,200	\$9,403	\$585,000
Street Rehab 2019 (2020A GO Issuance)	\$1,070,000	\$100,000	\$51,900	\$69,500	\$36,071	\$970,000



Bureau of Local Systems
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City Street Finance Report

Fiscal Year 2022

Carroll

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Equipment

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

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City Street Finance Report

Fiscal Year 2022

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Description	Model Year	Usage Type	Cost	Purchased Status
Elgin Pelican Street Sweeper #35	2015	Purchased	\$186,700	No Change
Case 721F Loader, Wheel #33	2015	Purchased	\$145,000	No Change
International 7300 Dump Truck #23	2008	Purchased	\$95,710	No Change
International 4300 Dump Truck #29	2006	Purchased	\$88,447	No Change
JD670B Motor Grader #32	1987	Purchased	\$65,000	No Change
Kubota outfront mower with side discharge	2015	Purchased	\$11,800	No Change
John Deere 330G Skid Steer, Front-Wheel Drive Loader #31	2021	Purchased	\$57,700	New
STAND ON MOWER - 36 INCH	2020	Purchased	\$5,750	New
Husqvarna Concrete Saw	2021	Purchased	\$31,495	New



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City Street Finance Report

Fiscal Year 2022

Carroll

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
Street Restoration - 2021: Full-depth concrete patching: W 6th Street from Quint Ave to U.S. 30; Quint Ave from U.S. 30 to 10th Street; W 20th from 21st Street to Calvin Street; Le Clark Road from Burgess Ave to U.S. 30; Radiant Ro from Burgess Ave to U.S. 30	\$456,593	\$456,993	Ten Point Construction
Streetscape Phase10: Streetscape work 7th Street from West Street to Carroll Street; 7th Street from Main Street to Clark Street; Main Street from 4th Street to 5th Street; Westgate and 4th Street Parking Lots	\$1,039,036	\$1,078,430	Badding Construction Company



Bureau of Local Systems
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City Street Finance Report

Fiscal Year 2022

Carroll

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$2,358,983	\$0	\$0	\$5,664,401	\$0	\$8,023,384
SubTotal Expenses (-)	\$190,941	\$895,167		\$320,950	\$4,055,543		\$5,462,601
Transfers Out (-)	\$50,000		\$965,417			\$1,000,000	\$2,015,417
Subtotal Revenues (+)	\$240,941	\$1,426,773	\$965,417	\$320,950	\$12,682	\$1,000,000	\$3,966,763
Transfers In (+)		\$285,417			\$1,730,000		\$2,015,417
Ending Balance	\$0	\$3,176,006	\$0	\$0	\$3,351,540	\$0	\$6,527,546

Resolution Number:

Execution Date: Monday, November 14, 2022

Signature: Laura Schaefer



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: November 9, 2022
SUBJECT: Annual Urban Renewal Report for Fiscal Year 2021 - 2022

New urban renewal (UR) area reporting requirements were in effect as of July 1, 2012 with the passage of HF 2460 which requires that all cities, counties and rural improvement zones with active urban renewal areas provide specified information concerning active UR areas and any associated tax increment financing districts. This report must be approved by Council and submitted electronically by December 1 each year.

The first page of the report is a summary of the UR areas within the City of Carroll, balance in the TIF special revenue accounts as of June 30, 2022 and TIF debt outstanding. The supporting pages for each urban renewal area include a data collection page, listing of the specific projects of the UR area, the debt outstanding, a page that links the projects to the debt outstanding and any rebate payments made to a developer as a result of a development agreement. The final page(s) for each UR area summarizes the TIF district values (both base value and incremental value) and amount of TIF revenue received for FY 2022.

If you have any questions about this report, please feel free to contact me or stop by City Hall.

RECOMMENDATION: Council consideration and approval of the attached Annual Urban Renewal Report for Fiscal Year 2021 - 2022.

Levy Authority Summary

Local Government Name: CARROLL
 Local Government Number: 14G116

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CARROLL CITY URBAN RENEWAL	14004	6
CARROL MONTEREY POINT URBAN RENEWAL	14016	1
CARROLL ASHWOOD URBAN RENEWAL	14019	2
CARROLL OAKPARK URBAN RENEWAL	14022	1
CARROLL WESTFIELD URBAN RENEWAL	14023	1
CARROLL ACE BUILDERS URBAN RENEWAL	14024	1

TIF Debt Outstanding: 2,636,364

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:	166,364	0	Amount of 07-01-2021 Cash Balance Restricted for LMI
---	---------	---	---

TIF Revenue:	1,158,468
TIF Sp. Revenue Fund Interest:	1,207
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	1,159,675

Rebate Expenditures:	16,264
Non-Rebate Expenditures:	1,243,141
Returned to County Treasurer:	0
Total Expenditures:	1,259,405

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:	66,634	0	Amount of 06-30-2022 Cash Balance Restricted for LMI
---	--------	---	---

**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance:** 1,310,325

Urban Renewal Area Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL CITY URBAN RENEWAL
 UR Area Number: 14004

UR Area Creation Date: 11/1967

UR Area Purpose: To foster economic development in the area through public improvements including streetscape improvements, street intersection improvements and other utility improvements

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/AMEND AREA CATF2 UR TIF INCREM	140111	140112	17,750,574
CARROLL CITY/CARROLL SCH/CATIF UR TIF INCREM	140119	140120	8,621,940
CARROLL CITY/CARROLL SCH/AMEND AREA CTIF3 UR TIF INCREM	140177	140178	14,581,299
CARROLL CITY/CARROLL SCH/AMEND AREA CTIF4 UR INCREMENT	140203	140204	508,420
CARROLLCITY/CARROLLSCH/AMENDAREACTIF5	140216	140217	1,283,148
CARROLLCITY/CARROLLSCH/AMENDAREACTIF6INCR	140218	140219	75,028

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,383,620	87,567,370	374,830	0	-5,556	95,774,314	0	95,774,314
Taxable	0	2,472,778	78,810,633	337,347	0	-5,556	83,946,689	0	83,946,689
Homestead Credits									16

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: **166,364** **0** **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 978,855
 TIF Sp. Revenue Fund Interest: 1,129
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 979,984

Rebate Expenditures: 16,264
 Non-Rebate Expenditures: 1,063,450
 Returned to County Treasurer: 0
Total Expenditures: 1,079,714

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: **66,634** **0** **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For CARROLL CITY URBAN RENEWAL

Hwy 30 & Grant Rd Intersection Improvements

Description:	Roadway intersection improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Streetscape Phase 9

Description:	Streetscape improvements: Clark St (4th St to 7th St), West St (5th St to US 30), 4th St (Adams St to Clark St), 5th St (West St to Alley east and Court St to Clark St)
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Streetscape Phase 10

Description:	Streetscape improvements: 7th St (West St to Carroll St), Westgate Mall Parking Lot, 4th Street Parking Lot & Pedestrian Curb Ramps
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Streetscape Phase 11

Description:	Streetscape improvements: US 30 (US 71 to West St) & US 30 (Clark St to Grant Road)
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Biokinometrics Building Construction

Description:	Construction of building at 211 E 4th St
Classification:	Commercial-Medical
Physically Complete:	Yes
Payments Complete:	No

City Hotel Project

Description:	Acquisition and demolition costs of 224 N Main Street
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CARROLL CITY URBAN RENEWAL

DMBA Agreement

Debt/Obligation Type:	Rebates
Principal:	250,855
Interest:	0
Total:	250,855
Annual Appropriation?:	Yes
Date Incurred:	12/27/2016
FY of Last Payment:	2033

Water Fund Loan #12

Debt/Obligation Type:	Internal Loans
Principal:	980,000
Interest:	12,675
Total:	992,675
Annual Appropriation?:	No
Date Incurred:	11/25/2019
FY of Last Payment:	2023

Water Fund Load #13

Debt/Obligation Type:	Internal Loans
Principal:	150,000
Interest:	563
Total:	150,563
Annual Appropriation?:	No
Date Incurred:	11/23/2020
FY of Last Payment:	2023

Sewer Fund Loan #1

Debt/Obligation Type:	Internal Loans
Principal:	1,000,000
Interest:	3,125
Total:	1,003,125
Annual Appropriation?:	No
Date Incurred:	11/08/2021
FY of Last Payment:	2024

Non-Rebates For CARROLL CITY URBAN RENEWAL

TIF Expenditure Amount:	17,234
Tied To Debt:	Water Fund Loan #12
Tied To Project:	Hwy 30 & Grant Rd Intersection Improvements

TIF Expenditure Amount:	23,266
Tied To Debt:	Water Fund Loan #12
Tied To Project:	Streetscape Phase 9

TIF Expenditure Amount:	773,807
Tied To Debt:	Water Fund Loan #12
Tied To Project:	Streetscape Phase 10

TIF Expenditure Amount:	47,393
Tied To Debt:	Water Fund Loan #12
Tied To Project:	Streetscape Phase 11

TIF Expenditure Amount:	100,500
Tied To Debt:	Water Fund Load #13
Tied To Project:	Streetscape Phase 10

TIF Expenditure Amount:	101,250
Tied To Debt:	Sewer Fund Loan #1
Tied To Project:	Streetscape Phase 11

Rebates For CARROLL CITY URBAN RENEWAL

211 E 4th Street

TIF Expenditure Amount:	16,264
Rebate Paid To:	DMBA Properties & Consulting, Inc.
Tied To Debt:	DMBA Agreement
Tied To Project:	Biokinometrics Building Construction
Projected Final FY of Rebate:	2033

Jobs For CARROLL CITY URBAN RENEWAL

Project:	Biokinometrics Building Construction
Company Name:	Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc.
Date Agreement Began:	12/27/2016
Date Agreement Ends:	06/01/2033
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	40,000
Total Estimated Private Capital Investment:	1,100,000
Total Estimated Cost of Public Infrastructure:	24,996

TIF Taxing District Data Collection

Local Government Name:	CARROLL (14G116)
Urban Renewal Area:	CARROLL CITY URBAN RENEWAL (14004)
TIF Taxing District Name:	CARROLL CITY/CARROLL SCH/AMEND AREA CATF2 UR TIF INCREM
TIF Taxing District Inc. Number:	140112
TIF Taxing District Base Year:	1984
FY TIF Revenue First Received:	1986
Subject to a Statutory end date?	No

	UR Designation
Slum	01/1985
Blighted	01/1985
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	23,495,010	0	0	0	23,495,010	0	23,495,010
Taxable	0	0	21,145,509	0	0	0	21,145,509	0	21,145,509
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	3,772,150	19,722,860	17,750,574	1,972,286	45,361

FY 2022 TIF Revenue Received: 399,107

TIF Taxing District Data Collection

Local Government Name:	CARROLL (14G116)
Urban Renewal Area:	CARROLL CITY URBAN RENEWAL (14004)
TIF Taxing District Name:	CARROLL CITY/CARROLL SCH/CATIF UR TIF INCREM
TIF Taxing District Inc. Number:	140120
TIF Taxing District Base Year:	1966
FY TIF Revenue First Received:	1986
Subject to a Statutory end date?	No

	UR Designation
Slum	07/1967
Blighted	07/1967
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,356,400	0	0	0	10,414,730	0	10,414,730
Taxable	0	0	9,320,760	0	0	0	9,360,133	0	9,360,133
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	821,365	9,360,133	8,621,940	738,193	16,978

FY 2022 TIF Revenue Received: 198,298

TIF Taxing District Data Collection

Local Government Name:	CARROLL (14G116)
Urban Renewal Area:	CARROLL CITY URBAN RENEWAL (14004)
TIF Taxing District Name:	CARROLL CITY/CARROLL SCH/AMEND AREA CTIF3 UR TIF INCREM
TIF Taxing District Inc. Number:	140178
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2010
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2008

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,598,430	33,682,770	0	0	-5,556	40,184,714	0	40,184,714
Taxable	0	2,029,857	30,314,493	0	0	-5,556	34,302,419	0	34,302,419
Homestead Credits									12

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	23,108,520	17,081,750	14,581,299	2,500,451	57,508

FY 2022 TIF Revenue Received: 338,519

TIF Taxing District Data Collection

Local Government Name:	CARROLL (14G116)
Urban Renewal Area:	CARROLL CITY URBAN RENEWAL (14004)
TIF Taxing District Name:	CARROLL CITY/CARROLL SCH/AMEND AREA CTIF4 UR INCREMENT
TIF Taxing District Inc. Number:	140204
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2034

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2014

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	63,800	16,786,370	374,830	0	0	17,333,980	0	17,333,980
Taxable	0	35,989	15,107,733	337,347	0	0	15,554,630	0	15,554,630
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	16,767,400	566,580	508,420	58,160	1,338

FY 2022 TIF Revenue Received: 11,693

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL CITY URBAN RENEWAL (14004)
 TIF Taxing District Name: CARROLLCITY/CARROLLSCH/AMENDAREACTIF5
 TIF Taxing District Inc. Number: 140217
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2038

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2016

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,638,120	0	0	0	1,638,120	0	1,638,120
Taxable	0	0	1,474,308	0	0	0	1,474,308	0	1,474,308
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	212,400	1,425,720	1,283,148	142,572	3,279

FY 2022 TIF Revenue Received: 29,512

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL CITY URBAN RENEWAL (14004)
 TIF Taxing District Name: CARROLLCITY/CARROLLSCH/AMENDAREACTIF6INCR
 TIF Taxing District Inc. Number: 140219
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	721,390	1,608,700	0	0	0	2,707,760	0	2,707,760
Taxable	0	406,932	1,447,830	0	0	0	2,109,690	0	2,109,690
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	2,611,462	96,298	75,028	21,270	489

FY 2022 TIF Revenue Received: 1,726

Urban Renewal Area Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROL MONTEREY POINT URBAN RENEWAL
 UR Area Number: 14016

UR Area Creation Date: 11/2002

UR Area Purpose: To foster economic development in the area through rebates for Carroll IHA Senior Housing Limited Partnership, by Burns & Burns L.C. General Partner

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/MP CATF3 UR TIF INCREM	140157	140158	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROL MONTEREY POINT URBAN RENEWAL (14016)
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/MP CATF3 UR TIF INCREM
 TIF Taxing District Inc. Number: 140158
 TIF Taxing District Base Year: 2001
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2002

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	126,580	0	0	0	0

FY 2022 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL ASHWOOD URBAN RENEWAL
 UR Area Number: 14019

UR Area Creation Date: 04/2006

UR Area Purpose: to foster economic development in the area through public improvements including grading, street paving and constructing sanitary sewer and storm water improvements

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/ASHWOOD CATF1 UR TIF INCREM	140167	140168	1,344,026
CARROLL CITY/CARROLL SCH/ASHWOOD AG CAATF UR TIF INCREM	140197	140198	27,493

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	37,850	0	1,507,860	0	0	0	1,545,710	0	1,545,710
Taxable	31,806	0	1,357,074	0	0	0	1,388,880	0	1,388,880
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 31,340
 TIF Sp. Revenue Fund Interest: 78
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 31,418

Rebate Expenditures: 0
 Non-Rebate Expenditures: 31,418
 Returned to County Treasurer: 0
Total Expenditures: 31,418

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For CARROLL ASHWOOD URBAN RENEWAL

Ashwood Bus Park Improvements

Description:	grading, street paving, constructing sanitary sewer and storm water improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CARROLL ASHWOOD URBAN RENEWAL

2014 Ashwood Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	37,692
Interest:	6,651
Total:	44,343
Annual Appropriation?:	No
Date Incurred:	08/12/2014
FY of Last Payment:	2027

Non-Rebates For CARROLL ASHWOOD URBAN RENEWAL

TIF Expenditure Amount:	31,418
Tied To Debt:	2014 Ashwood Refunding
Tied To Project:	Ashwood Bus Park Improvements

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL ASHWOOD URBAN RENEWAL (14019)
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/ASHWOOD CATF1 UR TIF INCREM
 TIF Taxing District Inc. Number: 140168
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2006

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,507,860	0	0	0	1,507,860	0	1,507,860
Taxable	0	0	1,357,074	0	0	0	1,357,074	0	1,357,074
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	14,498	1,357,074	1,344,026	13,048	300

FY 2022 TIF Revenue Received: 30,913

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL ASHWOOD URBAN RENEWAL (14019)
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/ASHWOOD AG CAATF UR TIF INCREM
 TIF Taxing District Inc. Number: 140198
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2006

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	37,850	0	0	0	0	0	37,850	0	37,850
Taxable	31,806	0	0	0	0	0	31,806	0	31,806
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	5,132	31,806	27,493	4,313	67

FY 2022 TIF Revenue Received: 427

Urban Renewal Area Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL OAKPARK URBAN RENEWAL
 UR Area Number: 14022

UR Area Creation Date: 09/2007

UR Area Purpose: to foster economic development in the area through public improvements including constructing and installing roadway and utility improvements including sanitary sewers, water main extensions and storm sewers

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/OAKPARK OAKTF UR TIF INCREM	140173	140174	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL OAKPARK URBAN RENEWAL (14022)
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/OAKPARK OAKTF UR TIF INCREM
 TIF Taxing District Inc. Number: 140174
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2007

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	7,400	0	0	0	0

FY 2022 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL WESTFIELD URBAN RENEWAL
 UR Area Number: 14023

UR Area Creation Date: 05/2007

UR Area Purpose: To foster economic development in the area through public improvements including sewer, water and street improvements

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/WESTFIELD WESTF UR TIF INCREM	140175	140176	6,446,899

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,831,830	0	0	0	11,831,830	0	11,831,830
Taxable	0	0	10,648,647	0	0	0	10,648,647	0	10,648,647
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 148,273
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 148,273

Rebate Expenditures: 0
 Non-Rebate Expenditures: 148,273
 Returned to County Treasurer: 0
Total Expenditures: 148,273

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For CARROLL WESTFIELD URBAN RENEWAL

Kittyhawk Ave Public Improvements

Description:	street extension and related underground utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Westfield UR Plan Amendment #1

Description:	Administrative expenses to update the Westfield UR Plan
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CARROLL WESTFIELD URBAN RENEWAL

RUT Loan

Debt/Obligation Type:	Internal Loans
Principal:	144,803
Interest:	0
Total:	144,803
Annual Appropriation?:	No
Date Incurred:	10/26/2020
FY of Last Payment:	2022

General Fund Loan

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	No
Date Incurred:	10/26/2020
FY of Last Payment:	2023

Non-Rebates For CARROLL WESTFIELD URBAN RENEWAL

TIF Expenditure Amount:	144,803
Tied To Debt:	RUT Loan
Tied To Project:	Kittyhawk Ave Public Improvements
TIF Expenditure Amount:	3,470
Tied To Debt:	General Fund Loan
Tied To Project:	Westfield UR Plan Amendment #1

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL WESTFIELD URBAN RENEWAL (14023)
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/WESTFIELD WESTF UR TIF INCREM
 TIF Taxing District Inc. Number: 140176
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2007

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,831,830	0	0	0	11,831,830	0	11,831,830
Taxable	0	0	10,648,647	0	0	0	10,648,647	0	10,648,647
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	27,770	10,648,647	6,446,899	4,201,748	96,636

FY 2022 TIF Revenue Received: 148,273

Urban Renewal Area Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL ACE BUILDERS URBAN RENEWAL
 UR Area Number: 14024

UR Area Creation Date: 05/2008

UR Area Purpose: to foster economic development
 through public improvements
 including water main and sanitary
 sewer installation

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/ACE BUILDERS ACETF UR TIF INCREM	140179	140180	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

TIF Taxing District Data Collection

Local Government Name: CARROLL (14G116)
 Urban Renewal Area: CARROLL ACE BUILDERS URBAN RENEWAL (14024)
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/ACE BUILDERS ACETF UR TIF INCREM
 TIF Taxing District Inc. Number: 140180
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2008

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	64,635	0	0	0	0

FY 2022 TIF Revenue Received: 0

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager

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

DATE: November 9, 2022

SUBJECT: Street Maintenance Facility
Wheel Lift System Purchase

Proposals for the purchase of a Wheel Lift System for the Street Maintenance Facility have been requested and received. Proposals received are as follows:

BendPak, Inc.	\$20,195.00
Mohawk Lifts LLC	\$10,392.12
Northern Tool & Equipment	\$19,329.99

Mohawk Lifts LLC submitted the lowest price proposal at \$10,392.12.

The current Budget includes \$12,000.00 for the purchase of a wheel lift system.

RECOMMENDATION: Mayor and City Council consideration of purchase of a Wheel Lift System from Mohawk Lifts LLC at their proposed price of \$10,392.12.

RMK:ds

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: Jeff Cayler, City Manager



FROM: Brad Burke, Chief of Police



DATE: November 9, 2022

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

At the last City Council meeting on October 24, 2022, the first reading of the ATV, Golf Cart, UTV, & Snowmobile ordinance was completed. Since that meeting I have received no feedback on this ordinance amendment.

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. Holding the second reading and waiver of the third reading, approving the ordinance change.

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: Jeff Cayler, Interim City Manager 
FROM: Chad Tiemeyer, Director of Parks and Recreation 
DATE: November 8, 2022
SUBJECT: Carroll Municipal Golf Course Fees and Charges – Proposed Rate Increases

Due to the economic state of doing business, staff has done extensive research on the operational budget of the Carroll Municipal Golf Course (CMGC). Currently, fertilizer is up 30-40%, seed prices have increased nearly 110%, and gas prices have increased since 2020's budget discussions, just to name a few of the largest operating costs of the CMGC. While this year was a high earning year for the CMGC, expenses are outpacing the rate of increased revenue.

During the November 7, 2022, Parks, Recreation, and Cultural Advisory Board's (PRCAB) meeting, a lengthy discussion was held on membership rates, green fees, and cart rentals.

Below is the summary of the annual profit and loss for the past 23 years:

Year	Members		Revenue	Expenditures	Profit/Loss
2000	799	F.Y. 00	\$370,013	\$301,428	\$ 68,585
2001	604	F.Y. 01	\$302,698	\$255,468	\$ 47,230
2002	453	F.Y. 02	\$273,508	\$282,518	\$ (9,010)
2003	450	F.Y. 03	\$218,752	\$287,716	\$ (68,964)
2004	514	F.Y. 04	\$324,184	\$328,270	\$ (4,086)
2005	531	F.Y. 05	\$341,234	\$361,560	\$ (20,326)
2006	534	F.Y. 06	\$365,653	\$349,718	\$ 15,935
2007	497	F.Y. 07	\$350,744	\$362,951	\$ (12,207)
2008	499	F.Y. 08	\$363,795	\$424,065	\$ (60,270)
2009	446	F.Y. 09	\$417,939	\$372,701	\$ 45,238
2010	410	F.Y. 10	\$373,865	\$384,970	\$ (11,105)
2011	437	F.Y. 11	\$443,310	\$415,899	\$ 27,411
2012	438	F.Y. 12	\$422,531	\$443,905	\$ (21,374)
2013	450	F.Y. 13	\$384,353	\$396,528	\$ (12,175)
2014	453	F.Y. 14	\$473,668	\$438,191	\$ 35,477
2015	449	F.Y. 15	\$409,184	\$455,244	\$ (46,060)

2016	427	F.Y. 16	\$434,228	\$414,341	\$ 19,887
2017	414	F.Y. 17	\$417,467	\$443,514	\$ (26,047)
2018	392	F.Y. 18	\$392,479	\$441,636	\$ (49,157)
2019	379	F.Y. 19	\$413,640	\$476,265	\$ (87,008)
2020	388	F.Y. 20	\$378,977	\$442,771	\$ (63,793)
2021	372	F.Y. 21	\$457,016	\$466,528	\$ (9,511)
2022	403	F.Y. 22	\$485,622	\$506,880	\$ (21,258)

As stated earlier, 2022 saw escalated expenses causing increased expenses in areas such as building and grounds maintenance as well as golf cart expense, which includes leases for tournaments and repairs for broken-down and aging carts. Below is a listing of current and proposed rates for the Carroll Municipal Golf Course fees and charges:

Annual Memberships

	<u>Current</u>	<u>Proposed</u>
Family	\$820.00	\$860.00
Adult	\$534.00	\$560.00
Senior	\$481.00	\$505.00
Senior Couple	\$738.00	\$775.00
Student	\$244.00	\$244.00
Trail Fees	\$200.00	\$200.00
Cart Rental	\$495.00	\$495.00

The proposed annual membership changes are a 5% increase across the board. Staff and PRCAB recommended the amount to aid in overall income vs expenses without drastically increasing rates to cover some of the elevated expenses.

Golfers also have the option of taking advantage of automatic monthly withdrawal of their membership. The annual amount would be divided into twelve payments and withdrawn January 15th through December 15th of each year. This increase reflects around \$3.00 a month increase.

Green Fees

	<u>Current</u>	<u>Proposed</u>
9 Hole Weekday	\$17.00	\$20.00
9 Hole Weekend	\$20.00	\$20.00
18 Hole Weekday	\$27.50	\$32.00
18 Hole Weekend	\$32.00	\$32.00

The proposed green fees reflect the PRCAB and staff recommendation to make it easier to collect fees and to eliminate different rates for weekends and weekdays.

Cart Rentals

	<u>Current</u>	<u>Proposed</u>
9 Hole Weekday	\$10.00	\$10.00
9 Hole Weekend	\$12.50	\$10.00
18 Hole Weekday	\$20.00	\$20.00
18 Hole Weekend	\$25.00	\$20.00

The proposed cart rentals reflect the PRCAB and staff recommendation to make it easier to collect fees and to eliminate different rates for weekends and weekdays. Staff and PRCAB agreed, due to the condition of current carts and until golf carts are replaced, the fees for rental should not increase, therefore the lower of the two rates was used.

Trial Fees

	<u>Current</u>	<u>Proposed</u>
9 Hole	\$5.00	\$5.00
9 Hole	\$7.50	\$7.50

Staff and the PRCAB do not recommend making any changes to the current trail fee rates. All rate changes would be effective for the 2023 golf season.

RECOMMENDATION: Mayor and City Council consideration of passage of the attached Ordinance amending the Carroll Municipal Golf Course Fees and Charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF CARROLL'S CITY ENTERPRISE FEES AND CHARGES

BE IT enacted by the City Council of the City of Carroll, Iowa;

SECTION 1. The City Council for the City of Carroll, Iowa, repeals Chapter 114.02 of the Carroll City Code and is replaced with the following:

114.02 – CARROLL MUNICIPAL GOLF COURSE FEES AND CHARGES

<u>MEMBERSHIP - ANNUAL</u>	<u>FEE</u>
Family	\$860.00
Adult	\$560.00
Senior (65yo & older)	\$505.00
Senior Couple (65yo & older-one person)	\$775.00
Student	\$244.00
Trail Fees	\$200.00
Cart Rental	\$495.00

MISCELLANEOUS

<u>TYPE</u>	<u>FEE</u>
Green Fees 9 holes	\$20.00
Green Fees 18 holes	\$32.00
Cart Rental 9 holes	\$10.00
Cart Rental 18 holes	\$20.00
Trail Fees 9 holes	\$5.00
Trail Fees 18 holes	\$7.50

The City Council does authorize the Director of Parks and Recreation to adjust green fees or allow specials to encourage more rounds of golf.

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, provisions of 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

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 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: Jeff Cayler, Interim City Manager

FROM: Laura Schaefer, City Clerk/Finance Director

DATE: November 9, 2022

SUBJECT: Rolling Hills South Condominiums Urban Renewal Plan

- Public hearing on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.
- Resolution approving and authorizing execution of an Agreement to Reinstitute the Agreement for Private Development by and between the City of Carroll and 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.

At the October 24, 2022 Council meeting, Council set a public hearing date for the November 14, 2022 Council meeting. The notice of the public hearing was published on Friday, October 28, 2022.

Attached is a resolution authorizing the execution of the Agreement to Reinstitute the Agreement with 704 Development Corp. The Agreement is also attached.

RECOMMENDATION: After the public hearing, Mayor and City Council consideration and approval of the resolution authorizing the execution of the Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

November 14, 2022

5:15 P.M.

Rolling Hills South Condominiums Urban Renewal Plan

- Public hearing on the proposal to enter into an Agreement to Reinstitute the Agreement for Private Development with 704 Development Corp.
- Resolution approving and authorizing execution of an Agreement to Reinstitute the Agreement for Private Development by and between the City of Carroll and 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.**

November 14, 2022

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

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of an Agreement to Reinstitute the Agreement for Private Development by and between the City of Carroll and 704 Development Corp., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT TO REINSTITUTE THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CARROLL AND 704 DEVELOPMENT CORP.", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT TO REINSTITUTE THE
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF CARROLL AND 704
DEVELOPMENT CORP.

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 pursuant to Section 8.1(d) of the Original Agreement and, accordingly, 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) 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 Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the New 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 New Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

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

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

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

PASSED AND APPROVED this 14th day of November, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF CARROLL

)

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

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

City Clerk, City of Carroll, State of Iowa

(SEAL)

02117022-1\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: _____

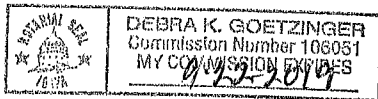
Laura Schaefer, City Clerk

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
Matthew P. Greteman, President

ATTEST:

By: _____

Name: _____

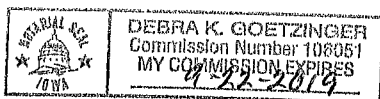
Its: _____

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.

Debra K. Goetzinger
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

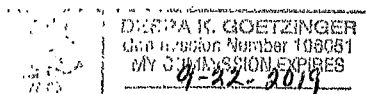
STATE OF IOWA)

) 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:

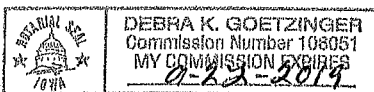
By: _____

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



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: November 9, 2022
SUBJECT: FY 2022/2023 Budget Amendment #1
1. Public Hearing
2. Resolution Amending the Current Budget for the Fiscal Year Ending June 30, 2023

At the October 24 meeting, Council set November 14 for the date of a public hearing on the FY 2022/2023 Budget Amendment #1. All items for this budget amendment were expenses 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) as the allocation of those funds were not known at the time the FY 2023 budget was prepared. This budget amendment includes some of the ARPA funds being allocated to housing incentives and the Rec Center Building Project.

As required by the Iowa Code 384.18, the Notice of Public Hearing was published in the Carroll Times Herald on Friday, October 28, 2022.

Attached please find a summary of all items to be amended and a resolution approving the amendment.

RECOMMENDATION: After public hearing, Council consideration and approval of FY 2022/2023 Budget Amendment #1.

RESOLUTION NO. _____

RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2023

WHEREAS, the City Council of Carroll in Carroll County met on November 14, 2022 at 5:15PM to take up the proposed amendment. The proposed amendment #1 was considered and taxpayers were heard for and against the amendment.

WHEREAS, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment #1 to the budget and modifications proposed at the hearing, if any.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Carroll, following notice published on October 28, 2022 and the public hearing held on November 14, 2022 the current budget is amended as set out in the attached adoption to be certified to the Auditor of Carroll County.

Passed and approved this 14th day of November, 2022.

Ayes: _____

Nays: _____

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

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)
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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
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C.P. - STREET MAINT BLDG

Street Maintenance Facility	(755,373)
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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)
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City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

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MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: November 9, 2022
SUBJECT: BTC, Inc. (Western Iowa Networks)
Annual Tax Increment Finance Appropriations Resolution for FY 2024

On October 12, 2020, the City entered into a development agreement (the “agreement”) with BTC, Inc. (dba Wester Iowa Networks) (the “Developer”). The agreement required the developer to construct a 37,427 square foot building, construct and install underground storm water improvements along Market Drive and employ a monthly average of at least 23 full-time equivalent employees. In exchange, the City will provide a tax increment grant equal to the incremental property tax revenues generated and paid by the developer in an amount certified by the Developer equal to the cost to construct the storm water improvements of \$172,394.12. The agreement details the grant to be paid as six (6) consecutive semi-annual payments (\$28,732.36) beginning December 1, 2023.

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 certified completion of the construction of the building, construction and installation of the underground storm water improvements and the employment of at least 23 full-time equivalent employees, 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 first year of annual appropriations.

RECOMMENDATION: Council consideration and approval of the resolution obligating funds from the Westfield Urban Renewal Tax Revenue Fund for appropriation of the payment of the tax increment grant to BTC, Inc. for FY 2024.

RESOLUTION NO. _____

Obligating funds from the Westfield 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 Westfield 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 Increment 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, 2023, under the Development Agreement dated October 12, 2020 (the “Agreement”) between the City and BTC, Inc., equal in amount to 1/6 of the public improvement costs (\$172,394.12) 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 retain a monthly average of at least 23 full-time equivalent employees. On October 12, 2022, the Developer certified a monthly average of at least 23 full-time equivalent employees (see attached Exhibit E); 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 Increment 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 Increment Revenue Fund in the amount of \$57,464.71.

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 Increment 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 14th day of November, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Mark E. Beardmore, Mayor

Attest:

Laura A. Schaefer, City Clerk

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

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

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

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

- (i) All ad valorem taxes on the Development Property in the Westfield Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Developer Annual Certification are proof of payment of said taxes;
- (ii) The Minimum Improvements were first fully assessed on January 1, 2022, at a full assessment value of \$5,241,650, and are currently assessed at \$5,241,650;
- (iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 2022 and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 2022	<u>30</u>	April 1, 2022	<u>30</u>
September 1, 2022	<u>29</u>	March 1, 2022	<u>30</u>
August 1, 2022	<u>29</u>	February 1, 2022	<u>30</u>
July 1, 2022	<u>28</u>	January 1, 2022	<u>29</u>
June 1, 2022	<u>28</u>	December 1, 2021	<u>29</u>
May 1, 2022	<u>27</u>	November 1, 2021	<u>31</u>

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

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

Signed this 12th day of October, 2022.

BTC, INC.

By: 

Print Name: Jeff Roiland

Its: CEO

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

BTC, INC.

October 12, 2020

AGREEMENT
FOR
PRIVATE DEVELOPMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

Commencement Date means the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

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

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

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

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

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

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

Section 3.4. Certificates of Completion.

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

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

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

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

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

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

Section 3.6. No Special Legal Entitlements to Public Improvements.

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

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

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

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

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

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

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

ARTICLE IV. INSURANCE

Section 4.1. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. FURTHER COVENANTS OF DEVELOPER

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

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

ARTICLE VII. ECONOMIC DEVELOPMENT GRANTS

Section 7.1. Economic Development Grants.

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

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

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

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

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

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

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

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

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

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

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

Section 7.3. Source of Grant Funds Limited.

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

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

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

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

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

ARTICLE VIII. RESERVED

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

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

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

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

ARTICLE X. REMEDIES

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

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

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

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

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

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

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

g. Developer shall:

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

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

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

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

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

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

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

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificates of Completion;

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

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

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

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

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

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

ARTICLE XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures start on the next page]

CITY OF CARROLL, IOWA

By:

Eric Jensen, Mayor

By:

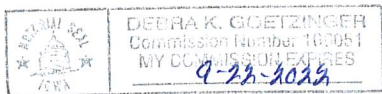
Laura Schaefer, City Clerk

)

) SS

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Alissa K. Boettinger
Notary Public in and for the State of Iowa



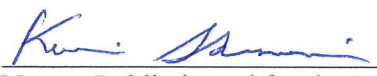
BTC, INC.,
an Iowa for profit company

By:


Jeff Roiland, CEO

STATE OF Iowa)
) SS
COUNTY OF Carroll)

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


Notary Public in and for the State of Iowa

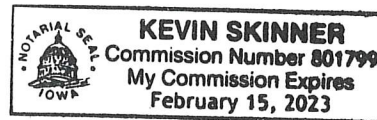


EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

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

Parcel No. 06-14-376-003

EXHIBIT B-1

MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

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

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

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

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

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

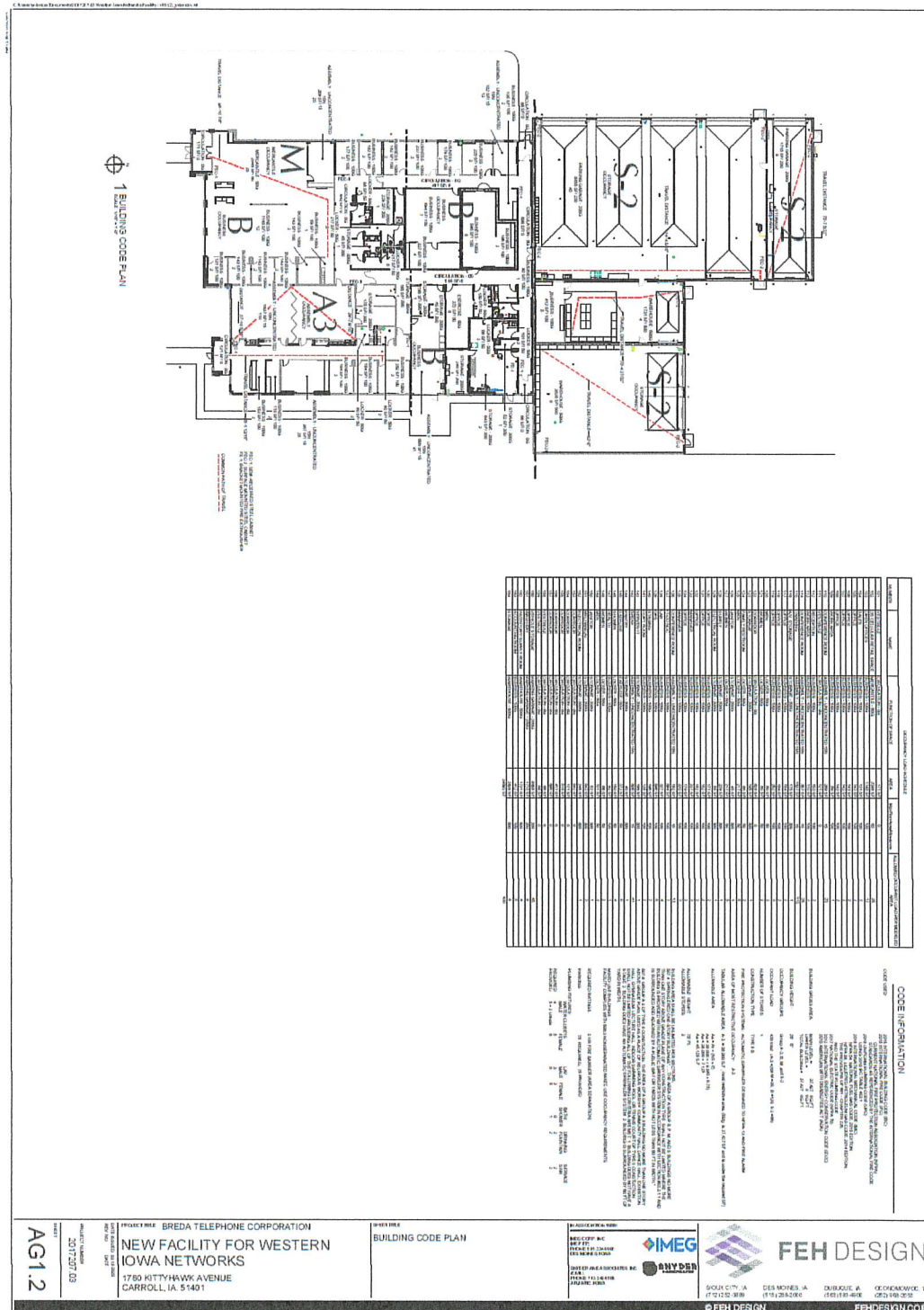
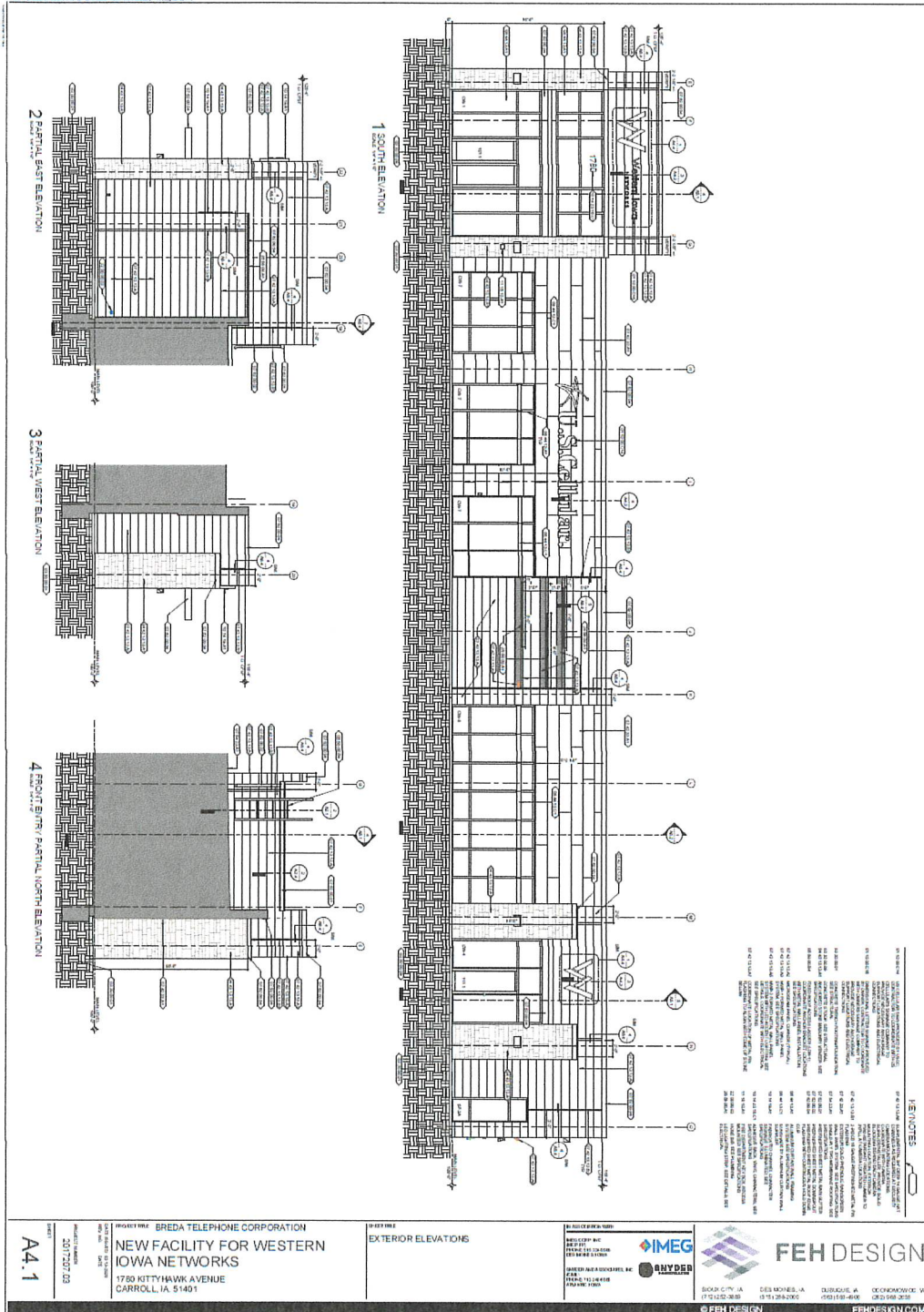


EXHIBIT B-2 (cont.)





The figure contains four architectural drawings:

- 1 NORTH ELEVATION - 1**: A long, narrow elevation of the building's north side. It features a series of windows and doors, with a central entrance area. The drawing includes dimensions and material callouts.
- 2 NORTH ELEVATION - 2**: Another view of the north elevation, showing a different section of the building. It includes a large, textured wall section and a series of windows.
- 3 SECTION AT METAL WALL PANEL**: A cross-section of the building, showing the internal structure and the placement of the metal wall panels. It includes dimensions and material callouts.
- 4 SECTION AT PHENOLIC WALL PANEL**: A cross-section of the building, showing the internal structure and the placement of the phenolic wall panels. It includes dimensions and material callouts.

Below the drawings is a table of materials and finishes:

ITEM	DESCRIPTION	FINISH
1	CONCRETE	PAINTED
2	BRICK	PAINTED
3	GLASS	PAINTED
4	STEEL	PAINTED
5	WOOD	PAINTED
6	ROOFING	PAINTED
7	MECHANICAL	PAINTED
8	ELECTRICAL	PAINTED
9	PLUMBING	PAINTED
10	HEATING	PAINTED
11	Cooling	PAINTED
12	Lighting	PAINTED
13	Acoustics	PAINTED
14	Fire Protection	PAINTED
15	Security	PAINTED
16	Accessibility	PAINTED
17	Energy Efficiency	PAINTED
18	Environmental	PAINTED
19	Health & Safety	PAINTED
20	Other	PAINTED

EXHIBIT B-2 (cont.)

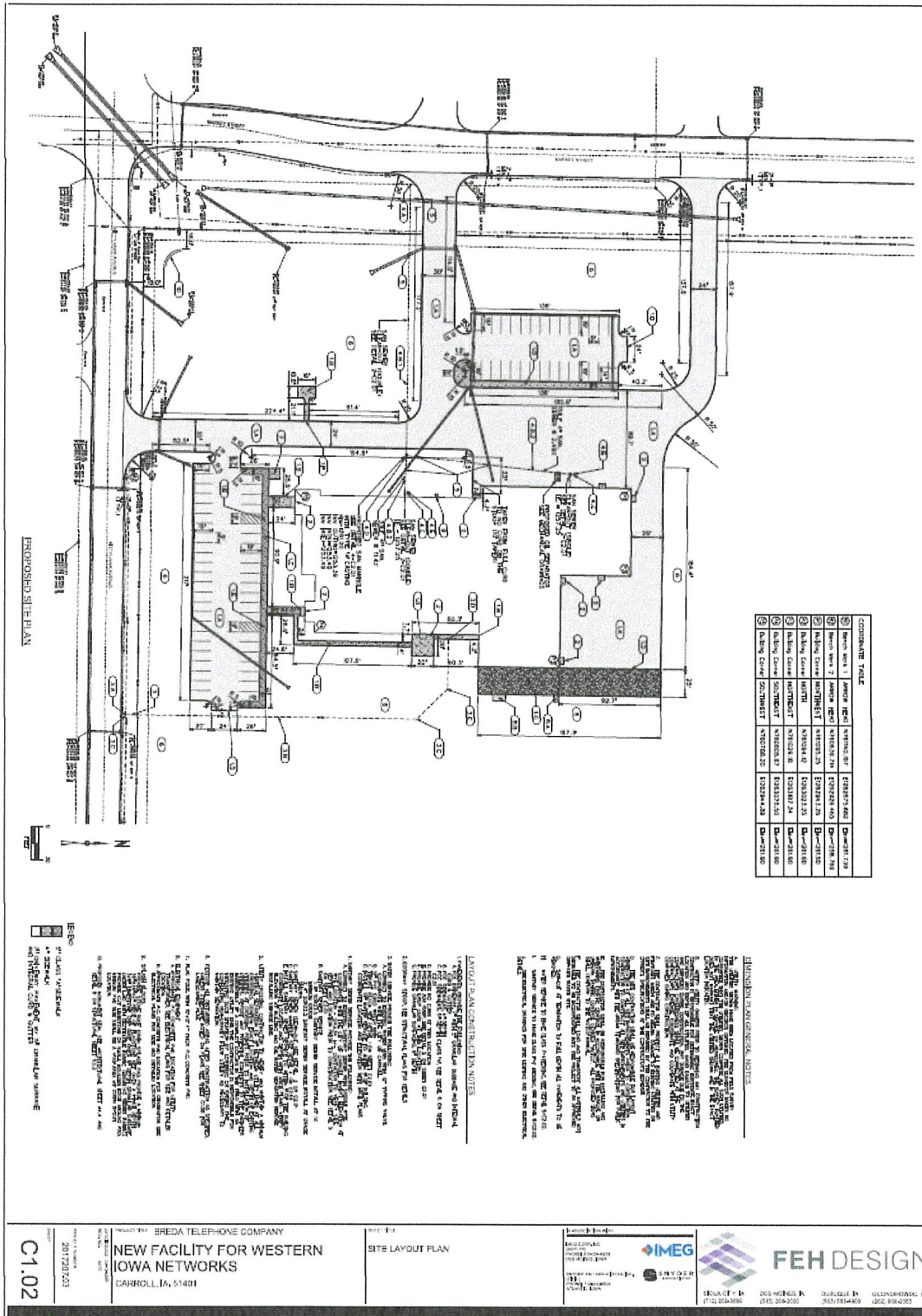


EXHIBIT B-2 (cont.)

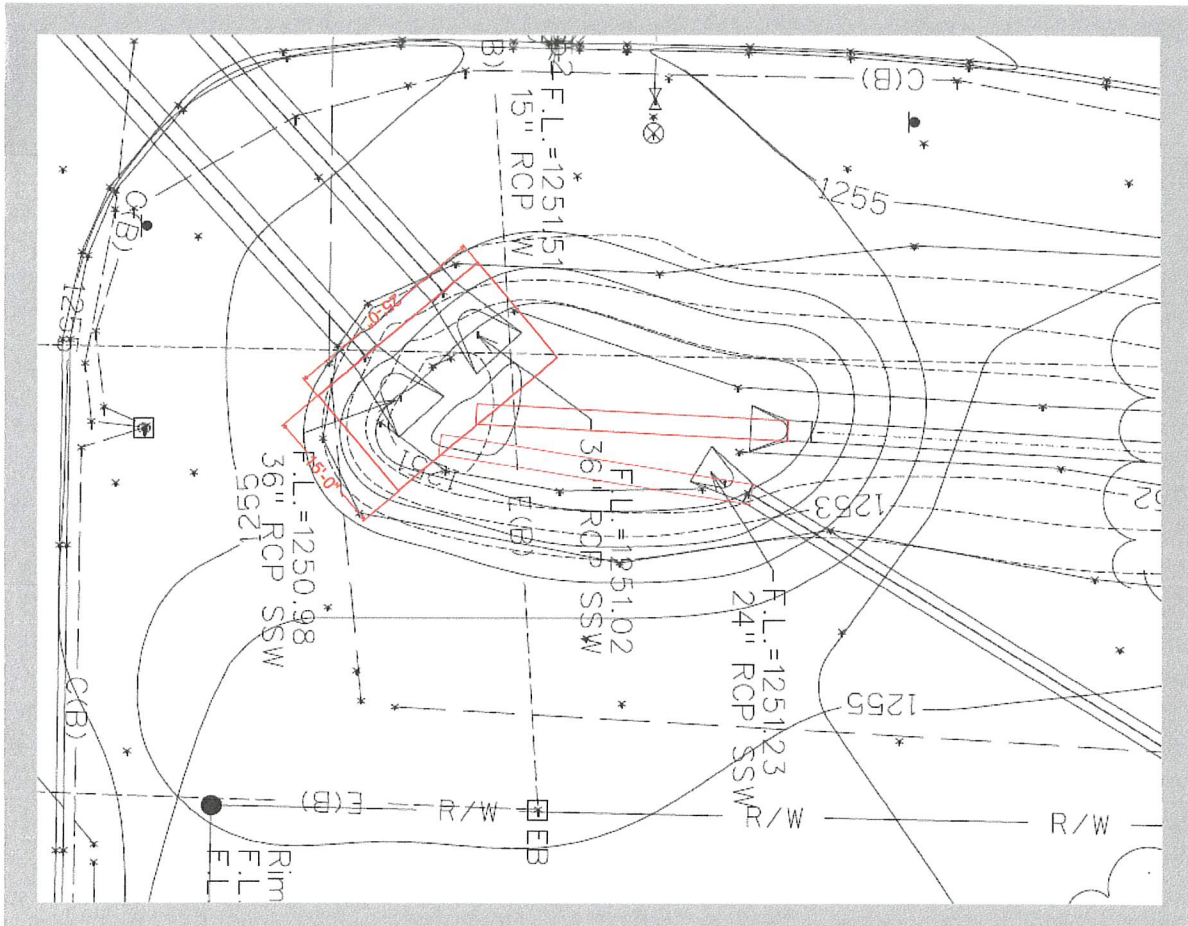


EXHIBIT C-1
CERTIFICATE OF COMPLETION
MINIMUM IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

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

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

[Signatures Start on Next Page]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Eric Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion for Minimum Improvements]

EXHIBIT C-2
CERTIFICATE OF COMPLETION
PUBLIC IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the “Development Property”); and

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

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

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

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

[Signatures Start on Next Page]

CITY OF CARROLL, IOWA.

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion for Public Improvements]

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



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

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

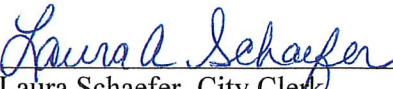
IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the 12 day of October, 2020.

(SEAL)

CITY OF CARROLL, IOWA

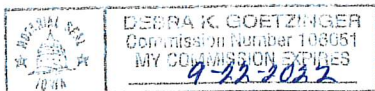
By: 
Eric Jensen, Mayor

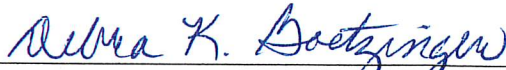
ATTEST:

By: 
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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




Notary Public in and for the State of Iowa


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

BTC, INC.,
an Iowa for profit company

By: 
Jeff Roiland, CEO

STATE OF Iowa)
) SS
COUNTY OF Carmel)

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


Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Developer]



EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

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

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

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

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

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

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

October 1, 20__ : _____
September 1, 20__ : _____
August 1, 20__ : _____
July 1, 20__ : _____
June 1, 20__ : _____
May 1, 20__ : _____

April 1, 20__ : _____
March 1, 20__ : _____
February 1, 20__ : _____
January 1, 20__ : _____
December 1, 20__ : _____
November 1, 20__ : _____

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

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

Signed this _____ day of _____, 20____.

BTC, INC.

By: _____

Print Name: _____

Its: _____

EXHIBIT F
DEVELOPER CERTIFICATION OF PUBLIC IMPROVEMENT COSTS

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

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

If you need additional space please attach another table.

Attach actual receipts and invoices

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

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

BTC, INC.,
an Iowa for profit company

By: Jeff Roiland, CEO

STATE OF _____)
) SS
COUNTY OF _____)

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

Notary Public in and for the State of Iowa

[Signature page to Developer Certification of Costs]

01747960-1\10275-075


City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 

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

DATE: November 9, 2022

SUBJECT: Water Distribution Main Replacements - 2023
Professional Services Agreement

A Professional Services Agreement for services related to a Water Distribution Main Replacements – 2023 project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design development and construction administration support for a watermain replacement project.

The proposed locations of watermain replacement are as follows:

<u>Location</u>	<u>From</u>	<u>To</u>
U.S. 30	Grant Road	1,250 feet east
Grant Road	U.S. 30	7 th Street
East Street	1 st Street	2 nd Street

The scope of services and compensation are detailed in the attached, proposed Agreement and summarized as follows:

Project Management	\$ 6,600.00 (Lump Sum)
Preliminary Design	\$24,600.00 (Lump Sum)
Final Design	\$28,800.00 (Lump Sum)
Bidding	\$ 2,600.00 (Lump Sum)
Construction Administration	\$ 5,300.00 (Lump Sum)
Post Construction	\$ 400.00 (Lump Sum)
Total	\$68,300.00

The estimated project cost is as follows:

Engineering	\$ 68,300.00
Construction	\$450,000.00
Total	\$518,300.00

Water Distribution Main Replacements – 2023
Professional Services Agreement
November 9, 2022
Page 2

The current Budget and Capital Improvements Program include the following proposed funding for the project.

Water Utility Fund – F.Y. 21-22	\$ 50,000.00
Water Utility Fund – F.Y. 22-23	<u>\$450,000.00</u>
Total	\$500,000.00

Following receipt of bids and award of contract, any funding shortfall is proposed to be supported from the Water Utility Fund.

The proposed project time frame is as follows:

	<u>Days</u>	<u>Approx. Date</u>
Preliminary Design	90	February 15, 2023
Final Design	45	March 31, 2023
Bidding	45	May 15, 2023
Construction Administration	180	November 15, 2023

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water Distribution Main Replacements – 2023 project at a lump sum cost of \$68,300.00

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2023 PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Water Distribution Main Replacements – 2023 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Distribution Main Replacements – 2023 project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

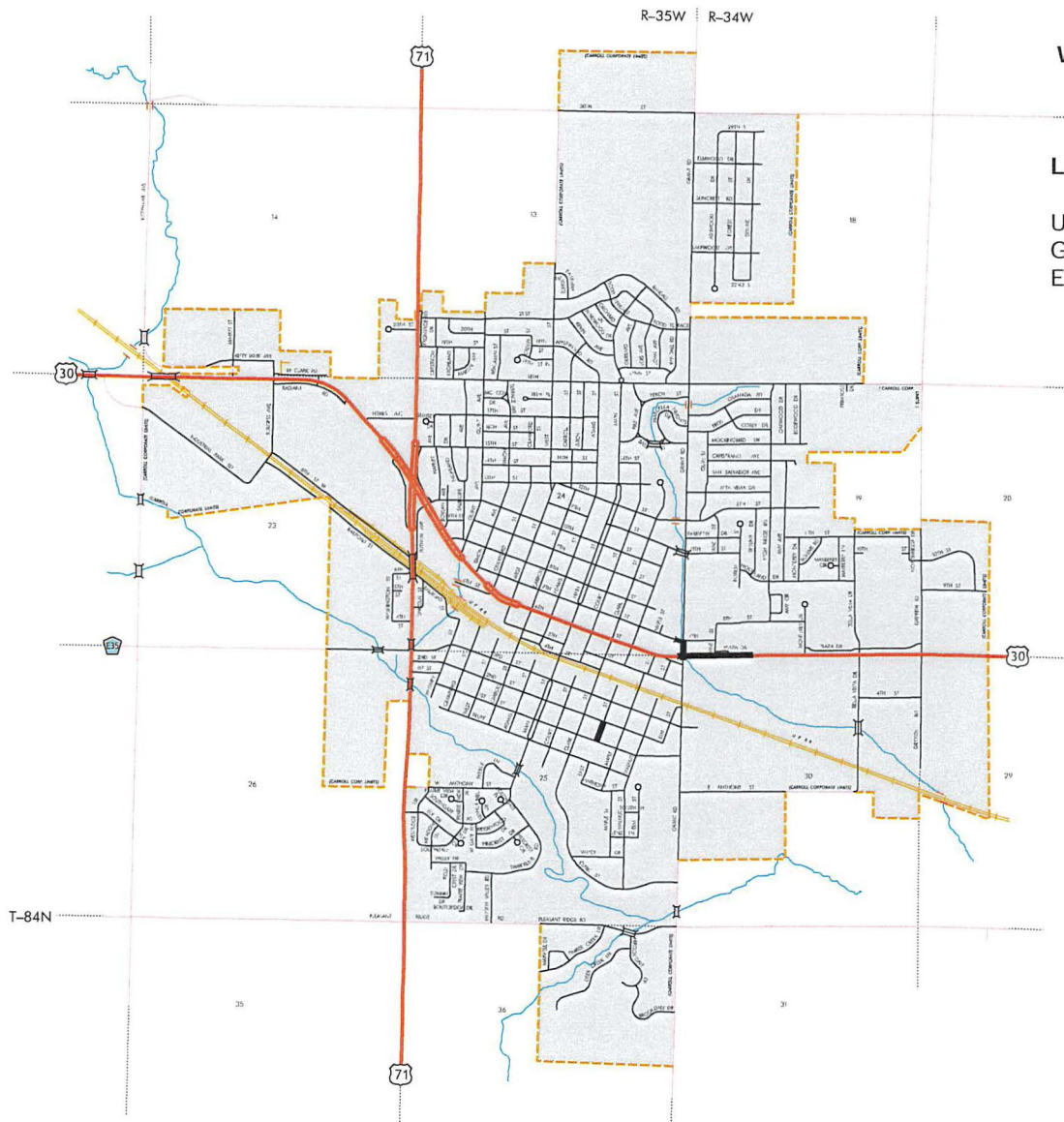
Passed and approved by the Carroll City Council this 14th day of November, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



WATER DISTRIBUTION MAIN REPLACEMENTS - 2023

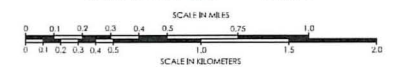
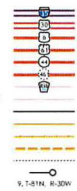
Proposed Project Locations

Location	From	To
U.S. 30	Grant Road	1,250 feet east
Grant Road	U.S. 30	7th Street
East Street	1st Street	2nd Street



LEGEND

INTERSTATE ROUTE
 FREEWAY OR EXPRESSWAY ROUTE
 U.S. HIGHWAY ROUTE
 BUSINESS ROUTE
 STATE NUMBERED ROUTE
 UNPAVED ROUTE
 COUNTY NUMBERED ROUTE
 SECONDARY ROAD OR ADJOINING CITY STREET
 CITY STREET
 PARK, RECREATION, OR FEDERAL ROAD
 RAILROAD
 CORPORATION LINE
 SECTION LINE
 CIVIL-DEED
 SECTION, TOWNSHIP & RANGE NUMBERS



HIGHWAY AND STREET MAP OF

CARROLL IOWA

PREPARED BY
 IOWA DEPARTMENT OF TRANSPORTATION
 PLANNING, PROGRAMMING, AND MODAL DIVISION
 OFFICE OF SYSTEMS PLANNING
 PHONE (515) 231-1664
 IN COOPERATION WITH
 UNITED STATES DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Water Distribution Main Replacements – 2023 ("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee breakdown for the Project shall be as follows:
- | | |
|---------------------------------------|--------------------------|
| a. Project Management: | \$ 6,600 (lump sum) |
| b. Preliminary Design Phase: | \$ 24,600 (lump sum) |
| c. Final Design Phase: | \$ 28,800 (lump sum) |
| d. Bidding and Negotiation Phase: | \$ 2,600 (lump sum) |
| e. Construction Administration Phase: | \$ 5,300 (lump sum) |
| f. <u>Post-Construction Phase:</u> | <u>\$ 400 (lump sum)</u> |
| Total Fee: | \$ 68,300 (lump sum) |
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.



By: Mark E. Beardmore

By: Noah Dryden

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 11/8/2022

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

627 Adams Street

724 Simon Ave

Carroll, IA 51401

Carroll, IA 51401

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

City desires to construct approximately 1,900 linear feet of water main replacements within existing right-of-way at two locations within the existing water distribution system:

- Along N. Grant Road from 7th Street south to Highway 30 and east approximately 1,250 linear feet
- Along East Street from 1st Street to 2nd Street

The work to be performed by JEO shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, and limited construction administration services during the construction of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the City, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working under separate construction contract with City to complete the work. The project is being funded using cash reserves of the City (no low-interest loan funding or grant funding is anticipated).

BASIC SCOPE OF SERVICES:**PROJECT MANAGEMENT (ALL PHASES):**

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight to ensure scope of services and schedule is met.
 - d. Work with disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.
 - f. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

PRELIMINARY DESIGN PHASE:**30% Design Process**

- A. Collect existing data from historical drawings and plans, operational data, public documents or other readily available information.
- B. Review physical constraints of proposed water distribution main routing including adjacent structures, planned land use, existing utilities, landownership, site elevation, etc.
- C. Complete topographic surveys of the project area.
 - a. Establish vertical and horizontal control on the State Plane coordinate system near the project area(s).
 - b. Conduct a topographic survey of the proposed distribution main routes.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- c. Survey the locations of all physical features within the proposed site locations (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
- d. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
- e. Conduct research to determine right-of-way limits. Locate and survey property pins in the project area.
- f. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.
- D. Prepare preliminary plan and profile for proposed distribution mains utilizing the topographic survey information. The names of all adjacent property owners shall be included on the plans.
- E. Prepare a 30% plan set to include a title sheet, location map and plan/profile sheets to illustrate water distribution main improvements.
- F. Conduct an Internal QA/QC review of the 30% plan set.
- G. Compile a list of permits and easements to be obtained.
- H. Attend one (1) meeting with the Owner to review the preliminary 30% plan set as a plan-in-hand for input and concurrence.

FINAL DESIGN PHASE:**60% Design Process**

- A. Revise 30% plan set as necessary following input from Owner and internal QA/QC.
- B. Prepare details for valve locations, hydrant locations, and service locations along the water main route. Service lines to be replaced from main to the curb stop (curb stop to also be new).
- C. Prepare a 60% plan set to include the revised sheets from the 30% plan set along with associated removals and service line information.
- D. Prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Notice of Public Hearing, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
- E. Prepare a Special Provisions section to supplement any technical specification requirements applicable to the project that are not covered by the current version of SUDAS specifications.
- F. Prepare a 60% preliminary opinion of cost for the water main replacements.
- G. Conduct an internal QA/QC review of the 60% plan set and specifications.

90% Design Process

- A. Revise 60% plan set, specifications and Contract Documents as necessary following internal QA/QC.
- B. Coordinate with City staff to schedule a utility coordination meeting and participate in meeting.
- C. Update engineer's opinion of probable cost.
- D. Conduct an internal QA/QC of the 90% plan set and specifications.
- E. Conduct a 90% review with the Owner of the plans, opinion of probable cost, special provisions, bidding documents, and contract documents.

Design Finalization Process

- A. Revised 90% plan and specification set as necessary following input from Owner, utilities, and internal QA/QC.
- B. Create final plan and specification set and sign and seal by an engineer registered in the State of Iowa.
- C. Prepare a final engineer's opinion of probable cost.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- D. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to IDNR to obtain an NPDES Storm Water Permit. Owner to pay all permit fees.
- E. Prepare applicable permits for the construction of the water system improvements and assist Owner with the submittal of the permits including (Owner shall be responsible for all applicable review and permitting fees):
 - a. IDNR construction permit
 - b. Highway Right-Of-Way for Utilities Accommodation Permit

BIDDING AND NEGOTIATION PHASE:

- A. Obtain approval of plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of an Invitation to Bid to be placed into publication.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request upon receipt of a refundable fee to be determined by Engineer.
- C. Attend Public Information meeting and provide general overview of pertinent project information to the general public.
- D. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- E. Analyze construction bids and prepare a written recommendation will be provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of a construction contract.

CONSTRUCTION ADMINISTRATION PHASE:

- A. Attend a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- B. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- C. Provide interpretation of the plans and specifications, when necessary.
- D. Attend up to five (5) meetings on a monthly basis with Owner and Contractor at City Hall.
- E. Consult with and advise Owner during construction regarding all aspects of the project.
- F. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. A list of items (also known as a Punch List) will be produced for the Contractor to complete prior to the entire final payment being released.

POST CONSTRUCTION PHASE:

- A. Provide AutoCAD compatible digital drawings to City for use in preparing record drawings.

PROJECT TIME FRAME:

- A. Preliminary Design Phase – 90 calendar days from authorization to proceed
- B. Final Design Phase – 45 calendar days from preliminary design review meeting

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- C. Bidding and Negotiation Phase – 45 calendar days
- D. Construction Admin Phase – estimate 180 calendar days from Contractor Notice to Proceed

MEETINGS INCLUDED WITH THIS SCOPE:

- A. Preliminary Design:
 - a. Attendance at 30% review meeting with City staff.
- B. Final Design:
 - a. Attendance at Utility Coordination meeting.
 - b. Attendance at 90% review meeting with City staff.
- C. Bidding and Negotiation:
 - a. Attendance at Public Information meeting.
- D. Construction Phase:
 - a. Attendance at Pre-Construction Conference.
 - b. Attendance at monthly progress meetings with Owner and Contractor (5 meetings)

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Environmental assessment report, if required.
- B. Geotechnical investigation, report, and soils evaluation services.
- C. Land acquisition services (title searches, appraisals, negotiation and recording with County Register).
- D. Payment of review and permitting fees.
- E. Review of shop drawings provided by the Contractor.
- F. RPR inspections of the contractor's work.
- G. Review and verification of Contractor's pay applications.
- H. Construction materials testing.
- I. Conduct SWPPP inspections and maintain SWPPP logs, inspection reports and maintenance records.
- J. Meetings not outlined in the scope of services.

ITEMS TO BE PROVIDED BY THE CITY:

- A. Review and approval of Contractor's shop drawing submittals.
- B. Review and processing of pay applications.
- C. RPR inspections of Contractor's daily work

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc. GENERAL CONDITIONS

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





JANUARY 1, 2022

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$295.00
Project Engineers/Architects:	\$130.00	-	\$245.00
Project Engineers (E.I.):	\$105.00	-	\$130.00
Designer:	\$140.00	-	\$215.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$85.00	-	\$150.00
Office/Administrative:	\$75.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager

FROM: Randall M. Krauel, Director of Public Works

DATE: November 9, 2022

SUBJECT: Stormwater Improvements
Professional Services Agreement

A Professional Services Agreement for services related to Stormwater Improvements has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for hydrologic and hydraulic evaluation of the watershed and storm sewers draining along Southgate Road to the Middle Raccoon River.

The scope of services and compensation are detailed in the attached, proposed Agreement and summarized as follows:

Project Management	\$ 3,800.00 (Lump Sum)
Hydrologic and Hydraulic Analysis	\$17,500.00 (Lump Sum)
Recommendations and Prioritization	\$ 9,000.00 (Lump Sum)
Technical Memorandum	<u>\$ 6,000.00</u> (Lump Sum)
Total	\$36,300.00

The current Budget and Capital Improvements Program include the following proposed funding for the project.

Stormwater Utility Fund – F.Y. 22-23	\$ 175,000.00
Stormwater Utility Fund – F.Y. 23-24	<u>\$1,575,000.00</u>
Total	\$1,750,000.00

The proposed project time frame is as follows:

	<u>Days</u>	<u>Approx. Date</u>
Hydrologic & Hydraulic Analysis	60	January 13, 2023
Recommendation & Prioritization	90	April 14, 2023
Technical Memorandum	120	May 15, 2023

Following review and approval of the Recommendations, consideration of design services will be proposed.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Stormwater Improvements project at a lump sum cost of \$36,300.00

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC.
FOR PROFESSIONAL SERVICES FOR THE STORMWATER IMPROVEMENTS PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Stormwater Improvements project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Stormwater Improvements project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of November, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Carroll 2022 Stormwater Improvements ("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee breakdown for the Project shall be as follows:
- | | |
|--|----------------------|
| a. Project Management and Administration: | \$ 3,800 (Lump Sum) |
| b. Hydrologic and Hydraulic Analysis: | \$ 17,500 (Lump Sum) |
| c. Improvement Recommendations and Prioritization: | \$ 9,000 (Lump Sum) |
| d. Storm Sewer Technical Memorandum: | \$ 6,000 (Lump Sum) |
| Total Fee \$ 36,300.00 | |
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances
Exhibit E – Project Extents

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a . duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.



By: Mark E. Beardmore

By: Noah Dryden

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 11/8/2022

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

627 Adams Street

724 Simon Ave

Carroll, IA 51401

Carroll, IA 51401

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

JEO Consulting Group ("Engineer") shall assist the City of Carroll ("Owner") with an evaluation of the existing storm sewer system and identify proposed needed capital improvements. The general study area will include the storm sewer network along Southgate Rd. that ultimately discharges into the Raccoon River. The approximate study limits are illustrated in the attached Exhibit E. There are known street flooding issues in the watershed and any available information will be used to calibrate the findings of the evaluation.

Proposed improvements to the storm sewer system shall be identified from a review of existing, investigations, and modeling of existing storm sewer infrastructure.

Design services for these improvements will be covered under a separate agreement or an amendment to this agreement.

BASIC SCOPE OF SERVICES:

PROJECT MANAGEMENT AND ADMINISTRATION:

- A. Provide project management oversight over all facets and phases of the project.
 - a. Provide oversight to ensure scope of services and schedule are met.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence to ensure a timely project completion.
 - d. Review billed hours by design team and prepare invoice statements for Owner.
- B. Meet with the Owner for one (1) Project Kickoff Meeting to review project requirements, collect existing information, and review available data pertaining to the existing storm sewer utility. Existing data may include maps, GIS data, project histories, prior reports, prior field investigation data, existing as-built or previous design information, and other pertinent records. It is also anticipated that a discussion of known issues with the storm sewer infrastructure (structural condition etc.) will take place at this time.
- C. Based on the knowledge and experience of Owner's staff:
 - a. Identify problematic areas in the storm sewer system including areas experiencing street and surface flooding.
 - b. Identify known structural deficiencies in the storm sewer system such as root intrusion, cracking, or pipe blockages exist. At this time no additional televising is anticipated.
 - c. Identify the presence of other adjacent projects and the impact of the final recommendations.

HYDROLOGY AND HYDRAULICS ANALYSIS:

- A. It is anticipated that only limited survey/data collection will be necessary for this project. The City of Carroll currently has data on the horizontal and vertical location and sizing of the storm sewer elements and this information will be relied upon to build the storm sewer model. Available LiDAR information will be utilized to reflect the existing ground.
- B. If during the course of the evaluation, missing or unreliable data is identified, JEO will review this with the Owner and determine a practical course of action.
- C. JEO will budget a maximum of 10 survey manhours to collect any necessary field information.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- D. Any additional topographic survey necessary for future design phases may still be required. Those services will be included in future authorizations.
- E. Identify design storm precipitation events from the National Oceanic and Atmospheric Administration (NOAA) Rainfall Frequency Atlas Volume 14 for Carroll, Iowa and reference the 2022 Edition of the Iowa SUDAS Design Manual and any applicable supplements adopted by the City of Carroll.
- F. Hydrology & Hydraulics Modeling
 - a. Develop a hydrologic and hydraulic model for the study area. The limits for the model shall generally follow the study area boundaries indicated in the attached Exhibit E.
 - b. System performance will be assessed using a 1D/2D approach utilizing Infoworks. This approach will allow simultaneous evaluation of the sub-surface stormwater system as well as overland flow in areas which either do not have storm sewer, or storm sewer may be found to be deficient. Development of modeling inputs will follow published methodologies outlined in SUDAS. Drainage areas will be delineated through the use of storm sewer information provided by the City, and LiDAR. Existing land use will be estimated using a combination of aerial photography and the owner's existing land use map.
 - c. It is understood that the existing area is generally fully developed and any open areas are currently in the process of or will soon be developed. JEO will assume that these areas will be developed consistent with the rest of the watershed.
 - d. The existing City of Carroll GIS data lends itself very well to direct import into the 1D/2D modeling approach and very little data manipulation is anticipated.
 - e. The hydraulic model will be run for at least two minor (5 and 10 year) and one major (100 year) storm events.
 - f. Implement quality control procedures to verify the accuracy of the model results before final output data is exported.
- G. Deficiency/Issue Identification
 - a. Existing system deficiencies shall be determined from model output results. Engineer shall identify the following from model output results:
 - i. sump areas and the flooding locations,
 - ii. storm sewer pipe deficiencies,
 - iii. structural and street flooding frequencies,
 - iv. peak flows at critical locations
 - b. Verify the deficiencies identified from the model results through discussion with Owner's staff. Implement appropriate revisions to the study and model findings as necessary.
 - c. Identify hydraulic bottlenecks in the trunk sewers of the existing storm sewer.
 - d. Identify hydraulic upgrade projects which remove the hydraulic bottlenecks identified above.
- H. Conduct and attend one (1) review meeting with Owner's Staff to discuss hydrology & hydraulic model results and identified deficiencies in the existing storm sewer system. It is anticipated that potential improvement recommendations will be reviewed at this time as well.

IMPROVEMENT RECOMMENDATIONS AND PRIORITIZATION:

- A. Identify potential storm sewer infrastructure improvements to address existing system deficiencies.
- B. It is anticipated that no improvements will be considered for other City-owned utilities at this time (water, sanitary sewer). The existing City records will be referenced for the locations of City-owned utilities.
- C. Infrastructure improvement recommendations will include alignments, pipe sizes, inlet locations, overland flow path from the sump location, any necessary erosion control measures as well as conceptual conflicts for other utilities. Provided storm utility improvements shall be conceptual and should not be used for construction purposes.
- D. Develop engineer's opinion of probable cost for each alternative developed.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

STORM SEWER TECHNICAL MEMORANDUM:

- A. Summarize findings and recommendations into a brief Technical Memorandum
- B. Detail the findings regarding the location and extent of known issues in the existing storm sewer system, such as surface and street flooding.
- C. The report shall contain the following general sections:
 - a. Hydrologic and Hydraulic Modeling Analysis
 - i. Procedures & calibration
 - ii. Modeling results
 - b. Improvement Recommendations & Prioritization
 - i. Improvement alternatives
 - ii. Opinion of probable cost
- D. Submit up to three (3) paper copies of the drafted report to Owner at 90% completion for review and comment.
- E. Revise report based on comments from internal QA/QC and Owner review.
- F. Provide up to three (3) paper copies of the final report to Owner for Owner's use and records, along with an electronic PDF copy to Owner.
- G. Attend up to one (1) review meeting with the Owner's staff to review the results of the report at approximately 90% completion.

PROJECT TIME FRAME:

- A. Hydrology and Hydraulics Analysis – 60 calendar days from authorization to proceed
- B. Improvement Recommendations and Prioritization – 90 calendar days from preliminary design review meeting
- C. Storm Sewer Technical Memorandum – 120 calendar days from preliminary design review meeting.

MEETINGS INCLUDED WITH THIS SCOPE:

- A. Conduct and attend one (1) Project Kick-Off Meeting to review project requirements and expectations.
- B. Conduct and attend up to one (1) review meeting with Owner's Staff to discuss hydrology & hydraulic model results, identified deficiencies in the existing storm sewer system and draft recommended modifications.
- C. Conduct and attend up to one (1) review meetings with Owner's Staff to review City's comments at the 90% level of completion.

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Final Design of improvements.
- B. Flood plain hydraulic modeling.
- C. Geotechnical investigation, report, and testing services.
- D. CCTV or inspection of existing storm sewer pipes.
- E. Environmental assessment services.
- F. Land acquisition services or easement negotiations.
- G. Payment of regulatory review and permitting fees.
- H. Obtaining any regulatory permits.
- I. Preparation of grant or loan applications.
- J. Meetings with local business/property owners to discuss the projects.
- K. Attendance at any meetings not identified above.
- L. Any other item not outlined in the scope of services.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

ITEMS TO BE PROVIDED BY THE CITY:

- A. Provide timely reviews and the Engineer with all criteria and full information as to requirements for the project.
- B. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
- C. Provide distribution of survey notification letter to residents/property owners.
- D. Provide a designated authorized project representative.

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit Invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc. GENERAL CONDITIONS

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





JANUARY 1, 2022

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$295.00
Project Engineers/Architects:	\$130.00	-	\$245.00
Project Engineers (E.I.):	\$105.00	-	\$130.00
Designer:	\$140.00	-	\$215.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$85.00	-	\$150.00
Office/Administrative:	\$75.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

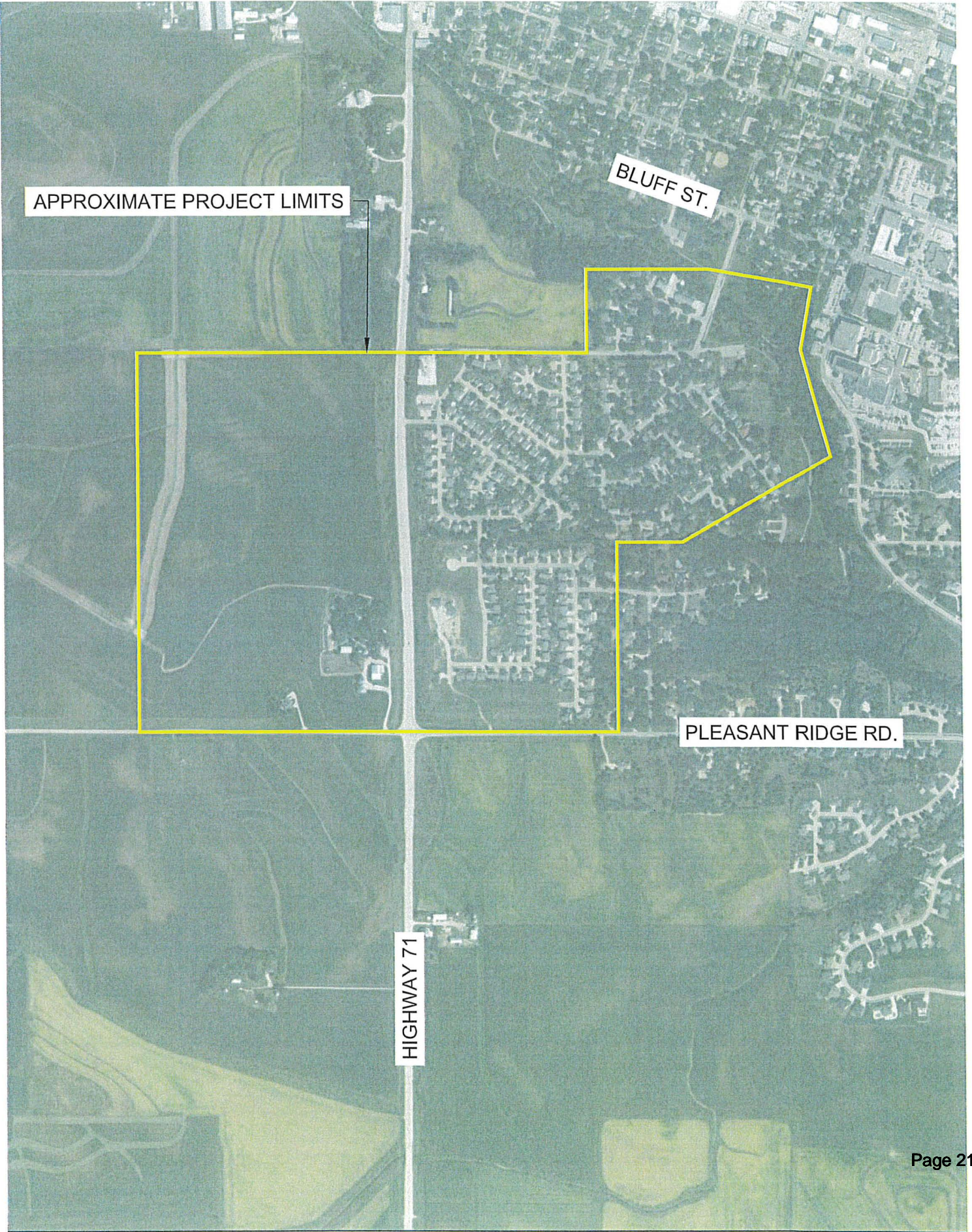
1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).




City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 

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

DATE: November 9, 2022

SUBJECT: Sidewalk Improvements
Pleasant Ridge Road – Hidden Valley Road – Timberline Road

JEO Consulting Group, Inc. has completed and submitted plans for the construction of Sidewalk Improvements on portions of Pleasant Ridge Road, Hidden Valley Road and Timberline Road. The plan Cover Sheet and Plan and Profile Sheets are attached.

The Engineer's Final Opinion of Probable Cost is summarized as follows:

Pleasant Ridge Road	\$ 86,640.00
Hidden Valley Road	\$ 81,020.00
Timberline Road	\$ <u>92,340.00</u>
Total	\$260,000.00

RECOMMENDATION: Mayor and City Council review of plans and determination of direction of project development.

RMK:ds

attachments (7)

2022 SIDEWALK IMPROVEMENTS CARROLL, IOWA



Know what's below.
Call before you dig.



INDEX OF SHEETS

NO.	TITLE
A.1	COVER SHEET
A.2	LEGEND AND UTILITY CONTACTS
B.1 - B.2	TYPICAL SECTIONS AND DETAILS
C.1	ESTIMATED QUANTITIES
C.2	SUMMARY OF QUANTITIES
D.1 - D.2	GROUP 1 PLAN & PROFILE SHEETS
D.3 - D.4	GROUP 2 PLAN & PROFILE SHEETS
D.5 - D.6	GROUP 3 PLAN & PROFILE SHEETS
G.1	REMOVALS
R.1 - R.6	SIDEWALK PLAN SHEETS
XS1.1 - XS1.6	GROUP 1 CROSS SECTION SHEETS
XS2.1 - XS2.5	GROUP 2 CROSS SECTION SHEETS
XS3.1 - XS3.7	GROUP 3 CROSS SECTION SHEETS
39	TOTAL NUMBER OF SHEETS

THE SUDAS STANDARD SPECIFICATIONS, 2022 EDITION, PLUS CURRENT
AMENDMENTS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

THE FOLLOWING STANDARD ROAD PLANS SHALL BE CONSIDERED
APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT.

NUMBER	DATE	NUMBER	DATE	NUMBER	DATE
2010.102	10-21-14	7030.205	10-20-15		
7010.101	04-18-22	7030.207	10-18-12		
7010.102	04-21-20	7030.210	10-18-12		
7010.103	04-18-22	8030.101	10-17-17		
7010.904	10-18-10	8030.102	10-17-17		
7030.101	2022	8030.104	10-17-17		
7030.102	2022				
7030.103	10-20-15				
7030.201	2022				
7030.204	10-20-15				

CITY OF CARROLL, IOWA
REVIEWED

RANDALL M. KRAUEL, PE
DIRECTOR OF PUBLIC WORKS

DATE



I hereby certify that this engineering document was prepared by me or
under my direct personal supervision and that I am a duly licensed
Professional Engineer under the laws of the State of Iowa.

Daniel A. Sturm 8/30/22
(signature) (date)

Printed or typed name: Daniel A. Sturm

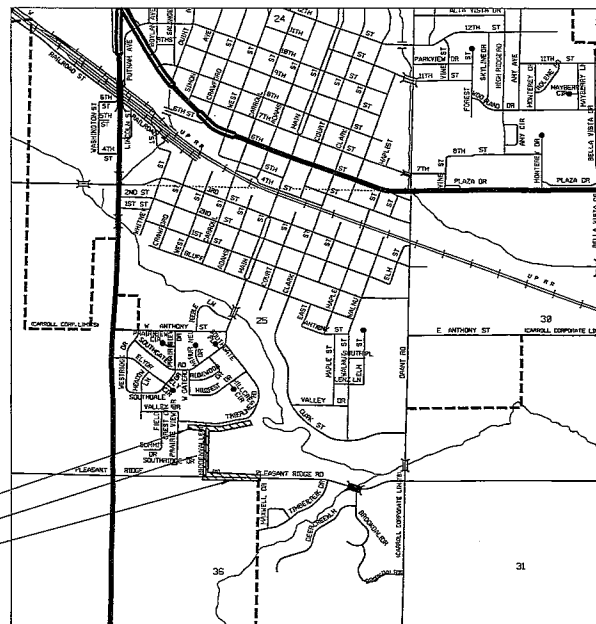
License Number: 18680

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:
A.1-A.2, B.1-B.2, C.1-C.2, D.1-D.6, G.1, R.1-R.6, S.1-S.2,
XS1.1-XS1.6, XS2.1-XS2.5, XS3.1-XS3.7

Page 213

VICINITY
MAP



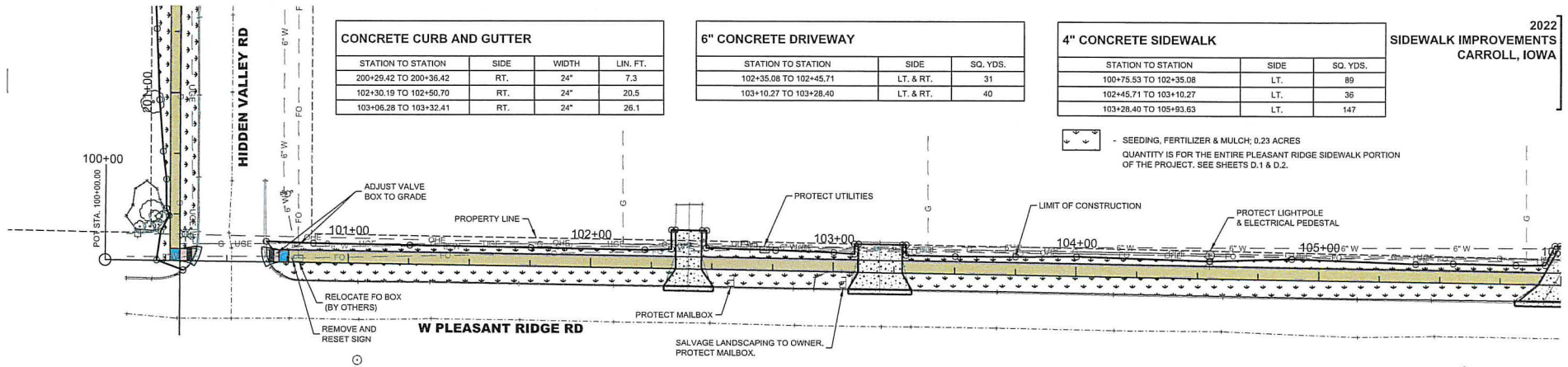
TIMBERLINE RD (GROUP 3)
HIDDEN VALLEY RD (GROUP 2)
W PLEASANT RIDGE RD (GROUP 1)


CONCRETE CURB AND GUTTER			
STATION TO STATION	SIDE	WIDTH	LIN. FT.
200+29.42 TO 200+36.42	RT.	24"	7.3
102+30.19 TO 102+50.70	RT.	24"	20.5
103+06.28 TO 103+32.41	RT.	24"	26.1

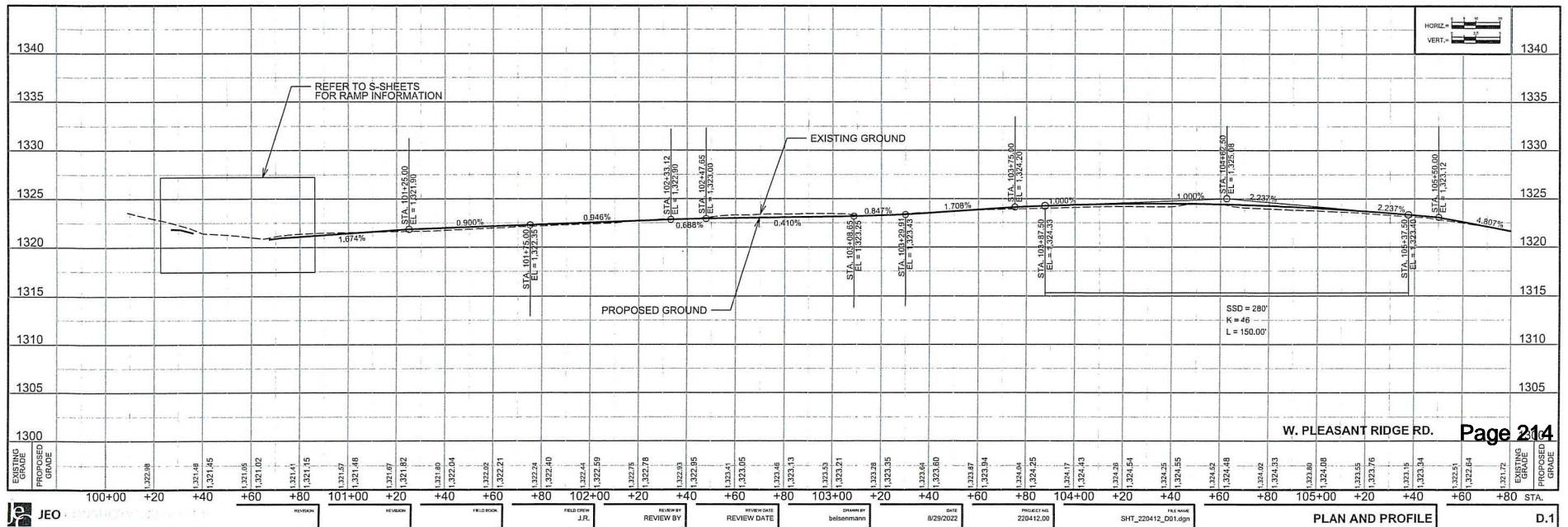
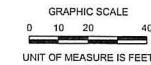
6" CONCRETE DRIVEWAY		
STATION TO STATION	SIDE	SQ. YDS.
102+35.08 TO 102+45.71	LT. & RT.	31
103+10.27 TO 103+28.40	LT. & RT.	40

4" CONCRETE SIDEWALK		
STATION TO STATION	SIDE	SQ. YDS.
100+75.53 TO 102+35.08	LT.	89
102+45.71 TO 103+10.27	LT.	36
103+28.40 TO 105+93.63	LT.	147

- SEEDING, FERTILIZER & MULCH; 0.23 ACRES
QUANTITY IS FOR THE ENTIRE PLEASANT RIDGE SIDEWALK PORTION
OF THE PROJECT. SEE SHEETS D.1 & D.2.



DETECTABLE WARNING PANEL			
STATION	SIDE		DETECTABLE WARNING PANEL SQ. FT.
100+67.42	LT.		10

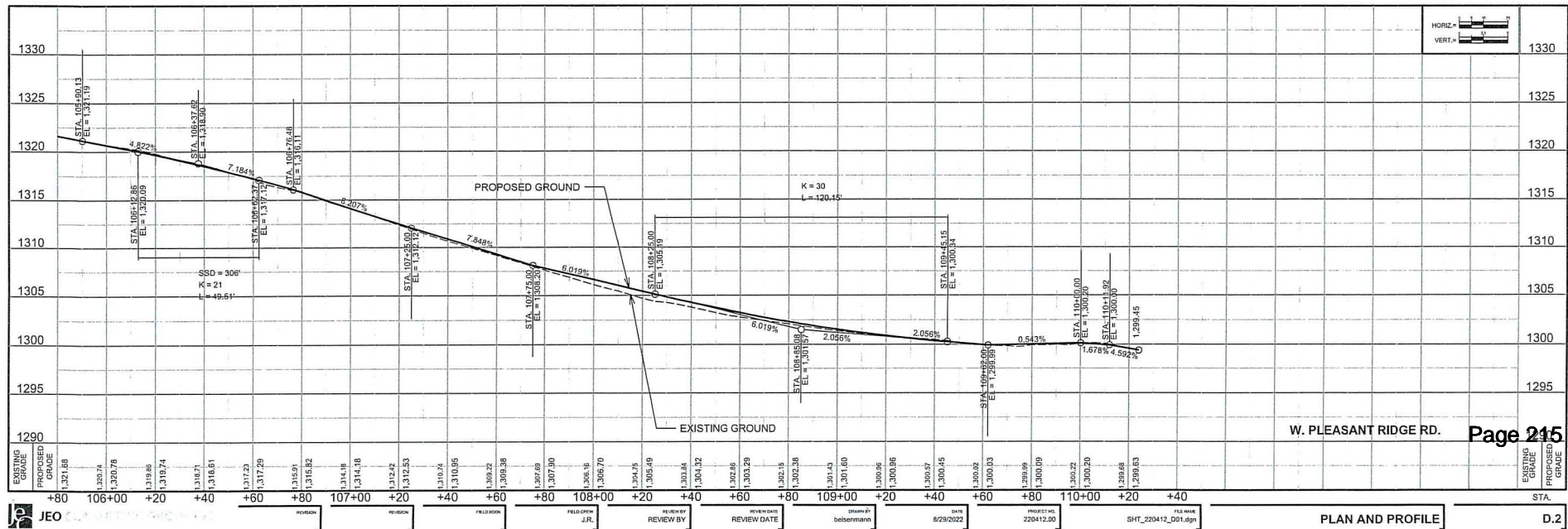
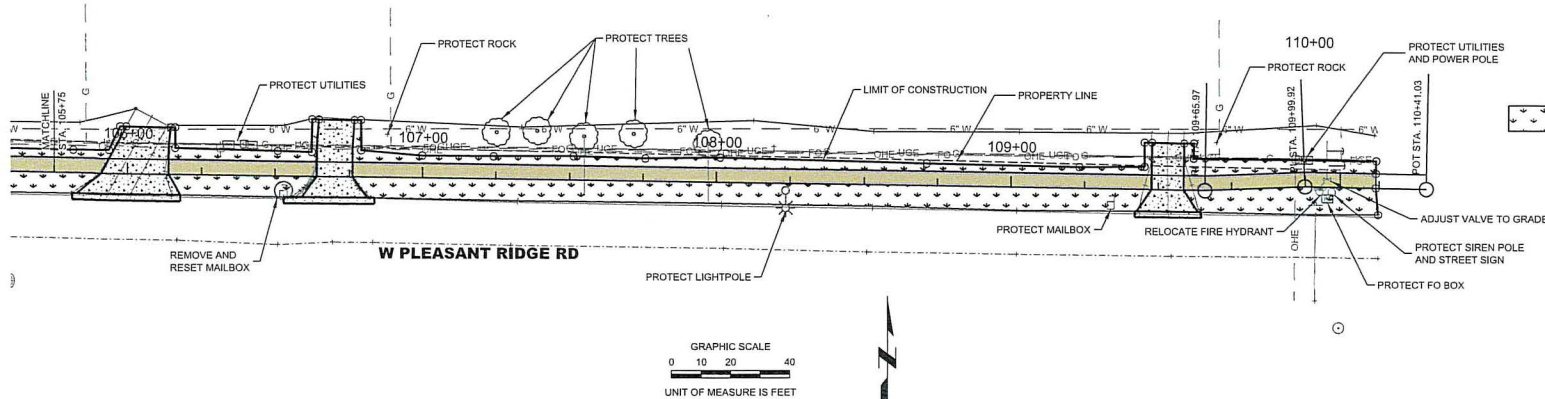


4" CONCRETE SIDEWALK		
STATION TO STATION	SIDE	SQ. YDS.
106+13.87 TO 106+64.06	LT.	12
106+76.18 TO 109+47.67	LT.	151
109+58.68 TO 110+23.92	LT.	36

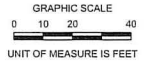
6" CONCRETE DRIVEWAY		
STATION TO STATION	SIDE	SQ. YDS.
105+90.98 TO 106+13.87	LT. & RT.	58
106+64.06 TO 106+76.18	LT. & RT.	39
109+47.67 TO 109+58.68	LT. & RT.	32

CONCRETE CURB AND GUTTER			
STATION TO STATION	SIDE	WIDTH	LIN. FT.
105+81.21 TO 106+17.93	RT.	24"	36.7
106+52.89 TO 106+83.77	RT.	24"	30.8
109+42.08 TO 109+64.76	RT.	24"	22.7

SEEDING, FERTILIZER & MULCH: 0.23 ACRES
QUANTITY IS FOR THE ENTIRE PLEASANT RIDGE SIDEWALK PORTION
OF THE PROJECT. SEE SHEETS D.1 & D.2.



W. PLEASANT RIDGE RD. Page 215



CONCRETE CURB AND GUTTER

STATION TO STATION	SIDE	WIDTH	LIN. FT.
200+28.48 TO 200+36.33	RT.	24"	7.6
203+07.88 TO 203+38.61	RT.	24"	30.7
204+15.49 TO 204+47.22	RT.	24"	31.7
205+30.38 TO 205+56.96	RT.	24"	26.7

4" CONCRETE SIDEWALK

STATION TO STATION	SIDE	SQ. YDS.
200+35.71 TO 203+13.69	LT.	124
203+33.79 TO 204+21.22	LT.	39
204+44.21 TO 205+34.33	LT.	40
205+52.05 TO 205+75.00	LT.	10

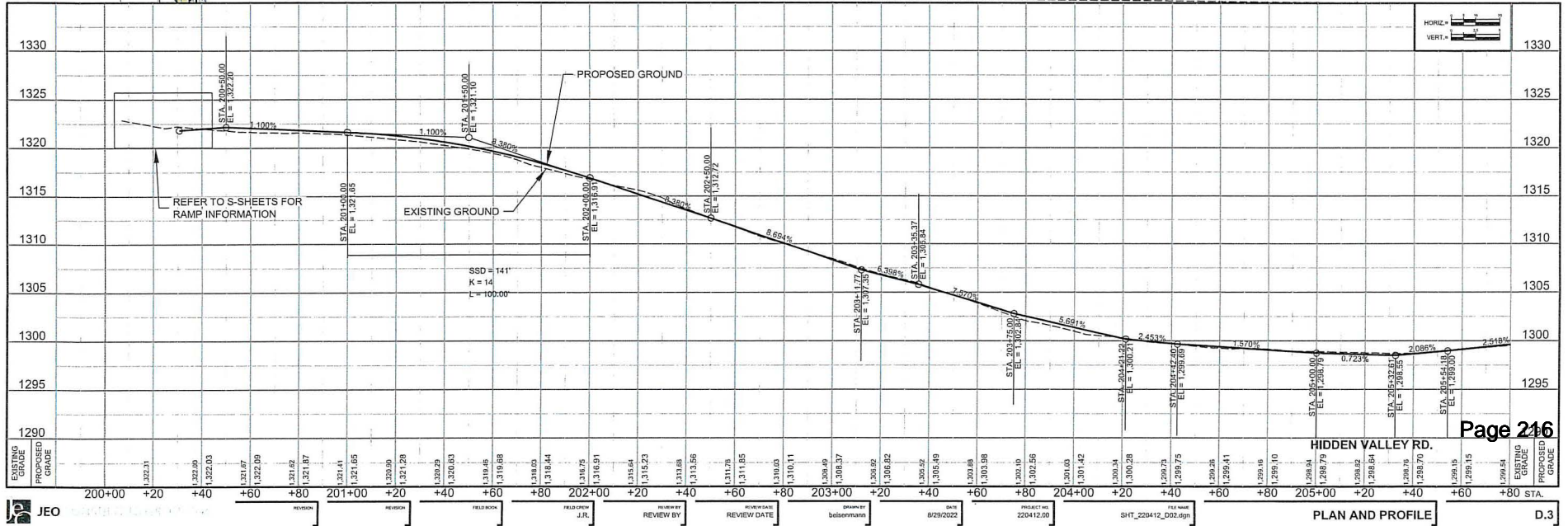
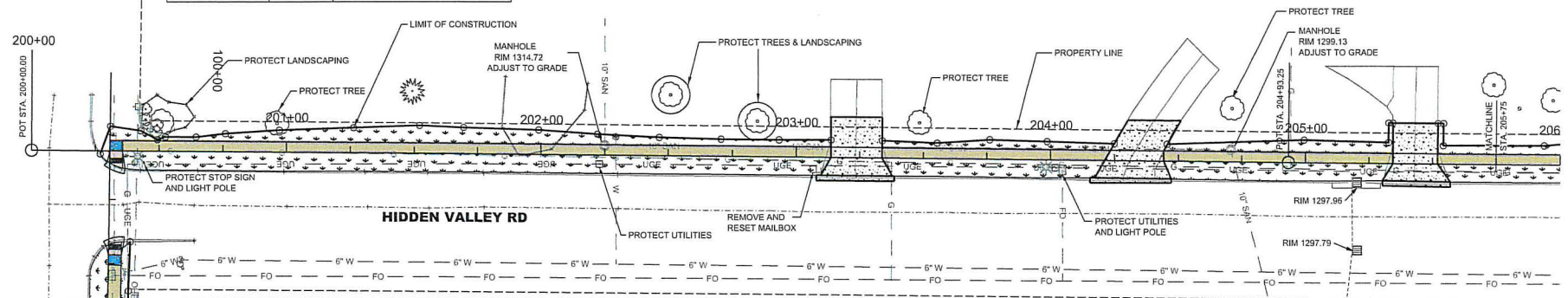
6" CONCRETE DRIVEWAY

STATION TO STATION	SIDE	SQ. YDS.
203+13.69 TO 203+33.79	LT. & RT.	55
204+21.22 TO 204+44.21	LT. & RT.	56
205+34.33 TO 205+52.05	LT. & RT.	49

DETECTABLE WARNING PANEL

STATION	SIDE	DETECTABLE WARNING PANEL SQ. FT.
200+33.16	RT.	10

SEEDING, FERTILIZER & MULCH; 0.25 ACRES
QUANTITY IS FOR THE ENTIRE HIDDEN VALLEY SIDEWALK PORTION OF THE PROJECT. SEE SHEETS D.3 & D.4.



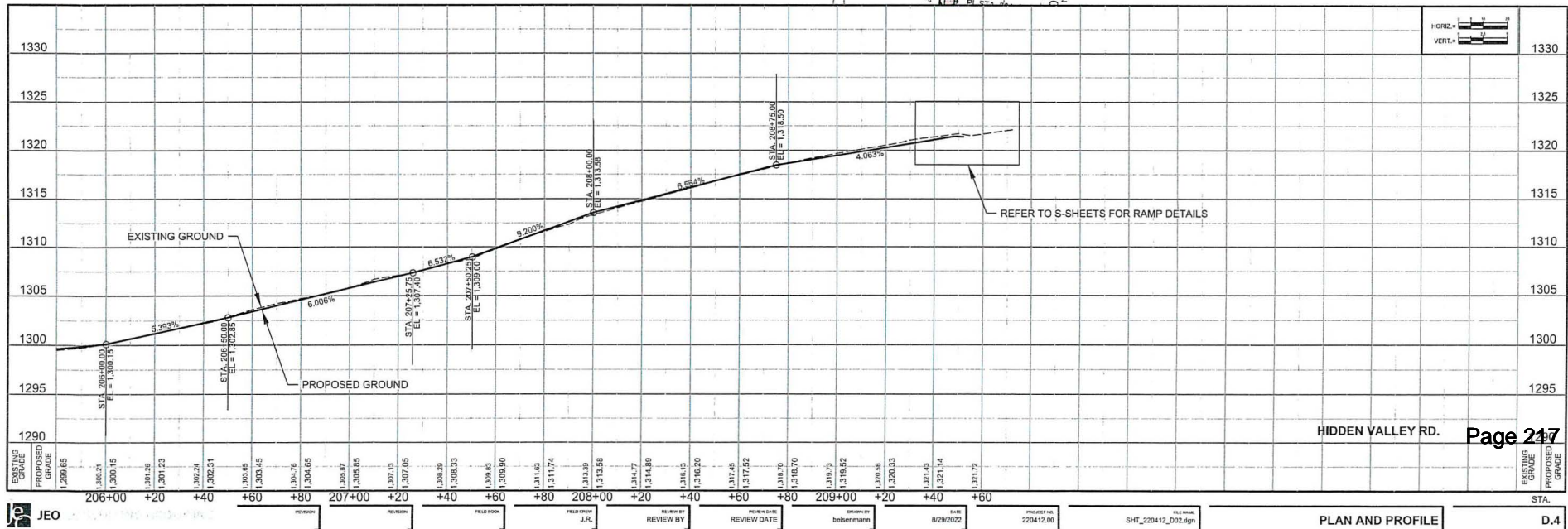
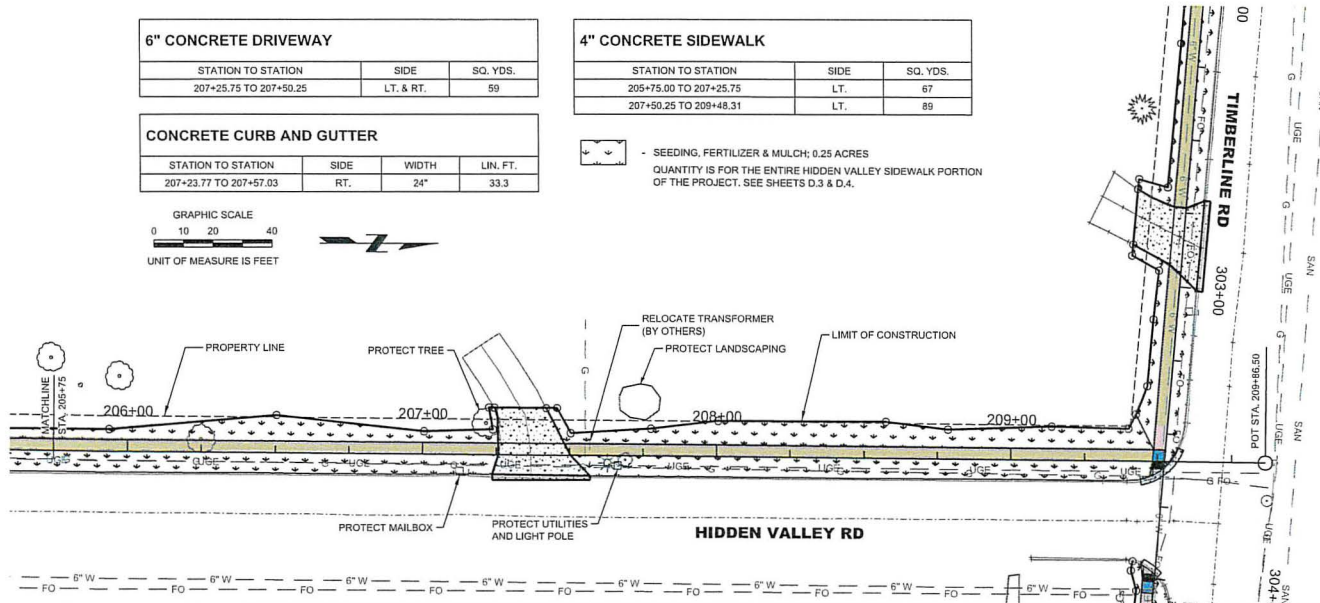
6" CONCRETE DRIVEWAY		
STATION TO STATION	SIDE	SQ. YDS.
207+25.75 TO 207+50.25	LT. & RT.	59

4" CONCRETE SIDEWALK		
STATION TO STATION	SIDE	SQ. YDS.
205+75.00 TO 207+25.75	LT.	67
207+50.25 TO 209+48.31	LT.	89

CONCRETE CURB AND GUTTER			
STATION TO STATION	SIDE	WIDTH	LIN. FT.
207+23.77 TO 207+57.03	RT.	24"	33.3

GRAPHIC SCALE
0 10 20 40
UNIT OF MEASURE IS FEET

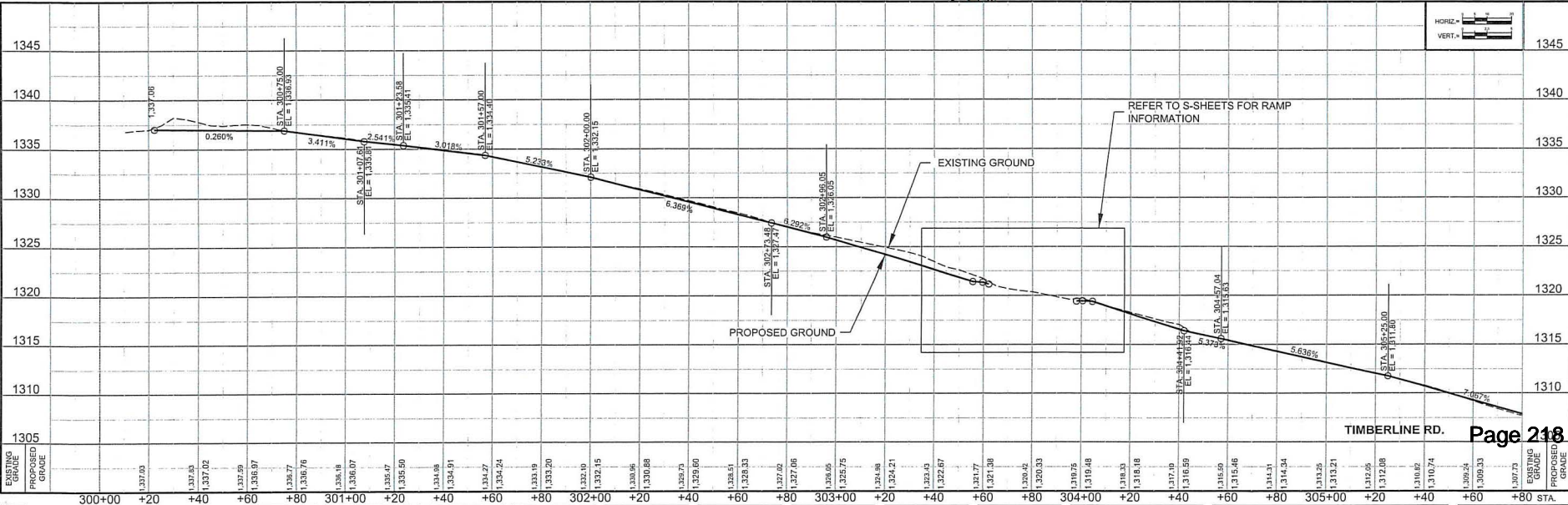
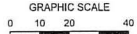
SEEDING, FERTILIZER & MULCH: 0.25 ACRES
QUANTITY IS FOR THE ENTIRE HIDDEN VALLEY SIDEWALK PORTION
OF THE PROJECT. SEE SHEETS D.3 & D.4.



CONCRETE CURB AND GUTTER

4" CONCRETE SIDEWALK

6" CONCRETE DRIVEWAY

DETECTABLE WARNING PANEL

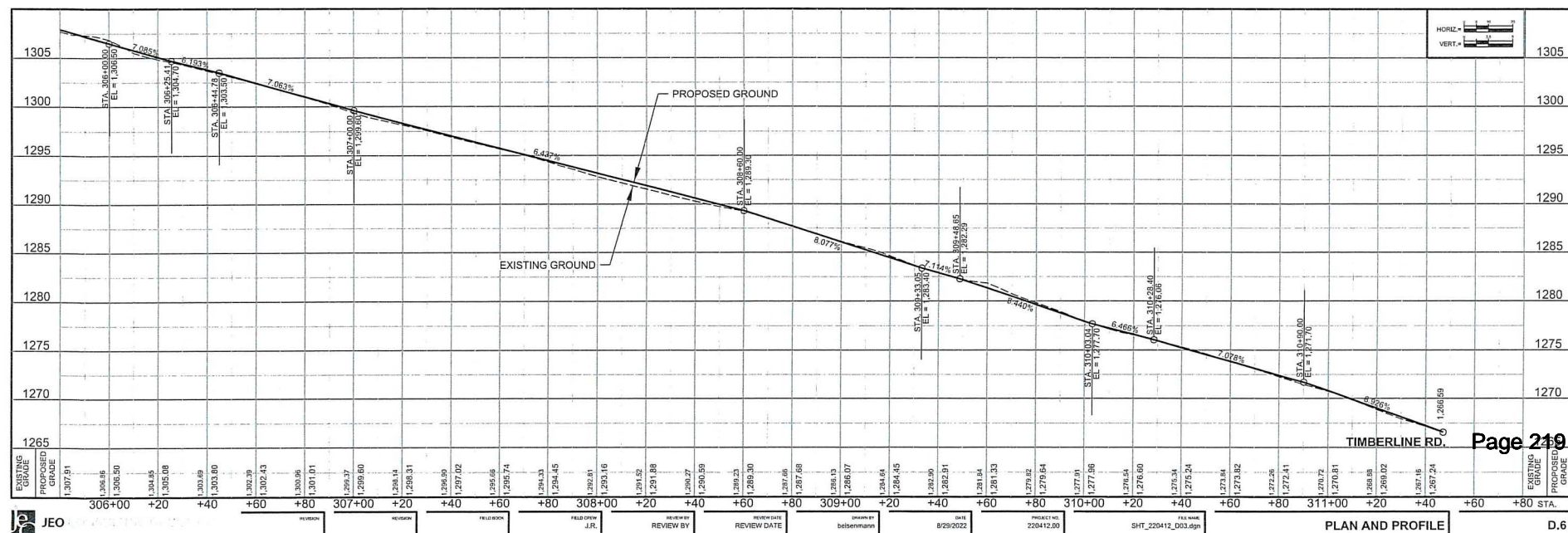
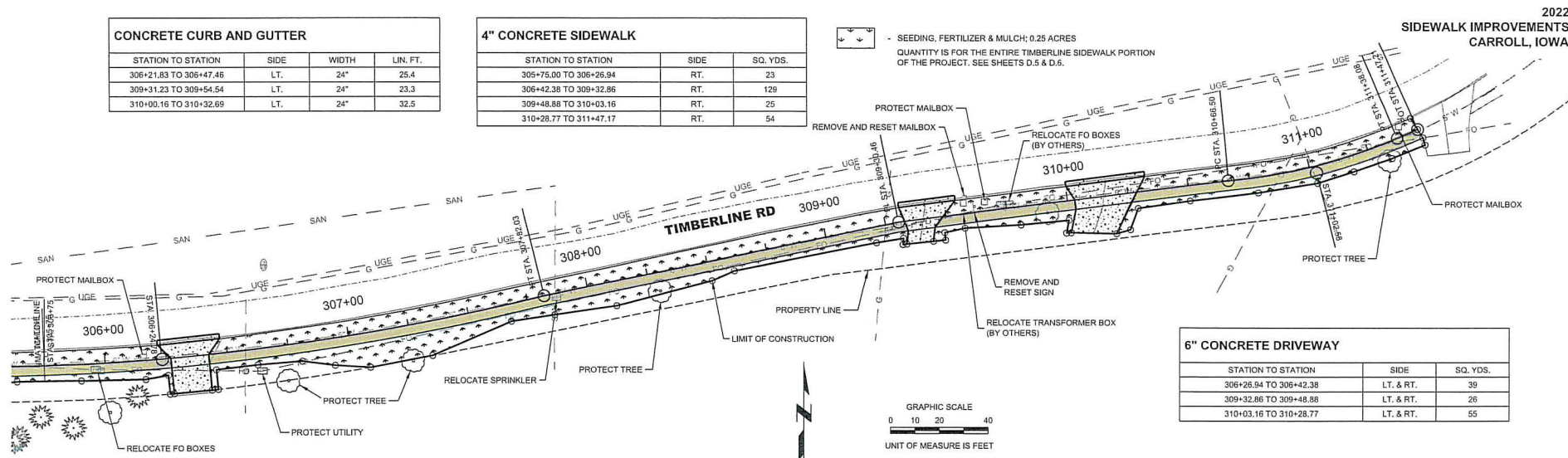
CONCRETE CURB AND GUTTER			
STATION TO STATION	SIDE	WIDTH	LIN. FT.
306+21.83 TO 306+47.46	LT.	24"	25.4
309+31.23 TO 309+54.54	LT.	24"	23.3
310+00.16 TO 310+32.69	LT.	24"	32.5

4" CONCRETE SIDEWALK		
STATION TO STATION	SIDE	SQ. YDS.
305+75.00 TO 306+26.94	RT.	23
306+42.38 TO 309+32.86	RT.	129
309+48.88 TO 310+03.16	RT.	25
310+28.77 TO 311+47.17	RT.	54

SEEDING, FERTILIZER & MULCH; 0.25 ACRES
QUANTITY IS FOR THE ENTIRE TIMBERLINE SIDEWALK PORTION
OF THE PROJECT. SEE SHEETS D.5 & D.6.

2022 SIDEWALK IMPROVEMENTS CARROLL, IOWA

6" CONCRETE DRIVEWAY		
STATION TO STATION	SIDE	SQ. YDS.
306+26.94 TO 306+42.38	LT. & RT.	39
309+32.86 TO 309+48.88	LT. & RT.	26
310+03.16 TO 310+28.77	LT. & RT.	55



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager

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

DATE: November 9, 2022

SUBJECT: U.S. 30 Sanitary Sewer Extension – 2022
Change Order No. 1

During construction of the U.S. 30 Sanitary Sewer Extension – 2022 project, underground utility conditions were encountered that impacted the proposed construction method of a segment of the project. The construction method of the majority of the sanitary sewer segment between the existing manhole at Griffith Road and the first new manhole to the east was changed from trenched to trenchless with casing. Change Order No. 1 has been prepared to add the cost of the trenchless with casing construction to the Contract. The work performed is detailed in the attached Change Order and summarized as follows:

Sanitary Sewer Gravity Main with Casing Pipe,	\$65,350.44
Trenchless, PVC, SDR 26, 12 In. Dia.	

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 1 to the U.S. 30 Sanitary Sewer Extension – 2022 project in the amount of \$65,350.44.

RMK:ds

attachment

**CHANGE ORDER
NO. 1**

PROJECT: U.S. 30 SANITARY SEWER EXTENSION - 2022
OWNER: City of Carroll, Iowa
OWNER's Contract No.: Resolution #22-24
CONTRACTOR: King Contracting LLC d/b/a King Construction
ENGINEER: JEO Consulting Group, Inc.

DATE OF ISSUANCE: November 9, 2022

EFFECTIVE DATE: November 14, 2022

You are directed to make the following changes in the Contract Documents:

Description: See Attachment A

Reason for Change Order: See Attachment A

Attachments: Attachment A

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ 569,520.25
Net Increase (Decrease) from previous Change Order No. 1: \$ 0.00
Contract Price prior to this Change Order: \$ 569,520.25
Net Increase (Decrease) of this Change Order: \$ 65,350.44
Contract Price with all approved Change Orders: \$ 634,870.69

CHANGE IN CONTRACT TIMES:
Original Contract Times: Fully Complete: August 31, 2022
Net change from previous Change Orders No. --- to No. ---. Fully Complete: None
Contract Times prior to this Change Order: Fully Complete: August 31, 2022
Net increase (decrease) this Change Order: Fully Complete: 0 days
Contract Times with all approved Change Orders: Fully Complete: August 31, 2022

RECOMMENDED:

City of Carroll

By: _____
Randall M. Krauel, City Engineer

Date: November 9, 2022

APPROVED:

City of Carroll

By: _____
Mark E. Beardmore, Mayor

Date: November 14, 2022

ACCEPTED:

King Construction LLC d/b/a
King Construction

By: _____

Date: _____

U.S. 30 SANITARY SEWER EXTENSION - 2022

CHANGE ORDER NO. 1
ATTACHMENT A

Description:

Change sanitary sewer construction method between Existing Manhole, Sta. 0+00, and Proposed Manhole #1, Sta. 1+23, from Trenched to Trenchless with Casing Pipe.

Reason for Change:

Existing utilities adversely impacted planned trenched construction in this segment.

Cost:

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.1	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, SDR 26, 12 In. Dia.	97.83	LF	\$668.00	\$65,350.44



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: November 9, 2022
SUBJECT: Seventh Amended and Restated Downtown Urban Renewal Plan for the
Amended and Restated Central Business District Urban Renewal Area
• FY 2024 Tax Increment Financing Indebtedness Discussion

For the past several years Council has passed separate resolutions to create interfund loans that transferred money from the Water or Sewer Utility Funds to the Corridor of Commerce Capital Project Fund to pay for phases of the Streetscape projects. The loans are being repaid from tax increment financing (TIF) collections generated in the Amended and Restated Central Business District Urban Renewal Area (“Downtown UR Area”). Currently, all loans are projected to be repaid by December 1, 2023 (FY 2024).

Over the past three fiscal years, the amount of TIF collections in the Downtown UR Area ranged from \$954,367 to \$1,088,831. As of June 30, 2022, the interfund loan balance to be repaid is \$1,310,825.15. The amount of TIF collections projected to be used to repay the interfund loans for FY 2023 is approximately \$928,500. That leaves an estimated \$382,325 of TIF to be collected in FY 2024 if no new debt is certified to the County Auditor.

In order to continue to capture the full incremental value in the Downtown UR Area, Council should consider creating another interfund loan with the Sewer Utility Fund to pay for an eligible urban renewal project. A map of the Downtown UR Area is attached along with the eligible urban renewal projects.

Staff recommends creating an interfund loan to help fund the Adams Street Reconstruction Project. The current funding for project includes a debt issuance amount of \$2,450,000. The interfund loan from the Sewer Utility Fund could reduce this debt issuance amount depending upon the total project cost.

Section 403.19 of the Iowa Code requires the City Clerk to certify to the County Auditor no later than December 1 the amount of TIF requested to pay for “loans, advances, indebtedness, or bonds payable” in a particular urban renewal area.

RECOMMENDATION: Council discussion about a FY 2024 tax increment financing indebtedness for the Amended and Restated Central Business District Urban Renewal Area.

Exhibit A
Overview
Urban Renewal Area Boundary Map

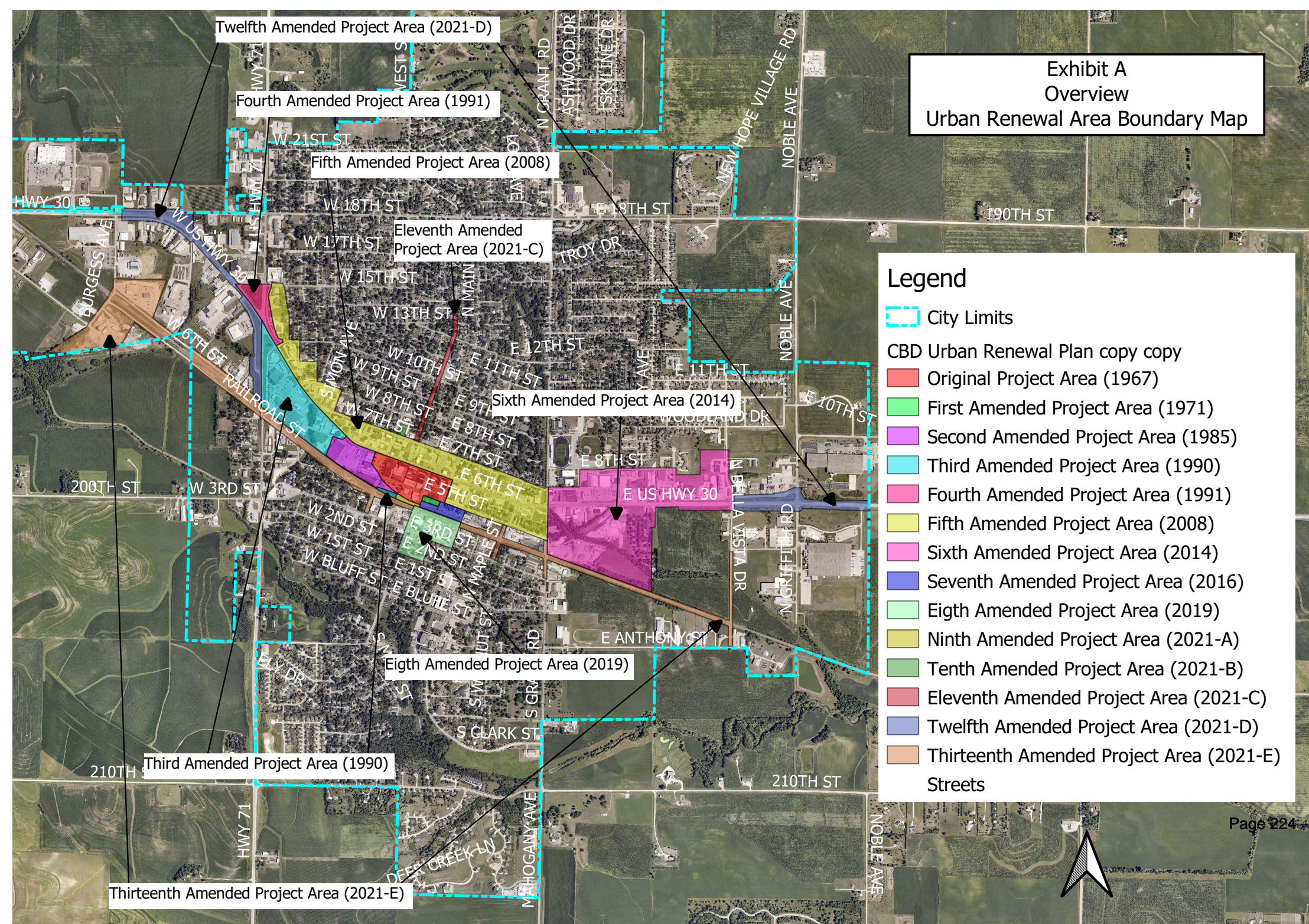
















Exhibit A
Downtown View
Urban Renewal Area Boundary Map

Legend

 City Limits

CBD Urban Renewal Plan copy copy

-  Original Project Area (1967)
-  First Amended Project Area (1971)
-  Second Amended Project Area (1985)
-  Third Amended Project Area (1990)
-  Fourth Amended Project Area (1991)
-  Fifth Amended Project Area (2008)
-  Sixth Amended Project Area (2014)
-  Seventh Amended Project Area (2016)
-  Eighth Amended Project Area (2019)
-  Ninth Amended Project Area (2021-A)
-  Tenth Amended Project Area (2021-B)
-  Eleventh Amended Project Area (2021-C)
-  Twelfth Amended Project Area (2021-D)
-  Thirteenth Amended Project Area (2021-E)

Streets

IV. PROJECT AREA ACTIVITIES AND ELIGIBLE PROJECTS

As a means of assisting in the continued development of the Project Area and fulfilling of the objectives of this Urban Renewal Plan, the City may determine:

1. To undertake and carry out urban renewal project activities through the execution of contracts and other instruments;
2. To arrange for or cause to be provided the construction or repair of public infrastructure improvements, including alley, street and streetscape improvements (including but not limited to those street and streetscape improvements being undertaken as part of the Corridor of Commerce and Corridor of Commerce 2.0 Streetscape projects), water, sanitary sewer and storm sewer systems, traffic signals, sidewalks, and public utilities or other facilities in connection with urban renewal projects;
3. To acquire property and dispose of property so acquired (by sale, lease, exchange or otherwise) for purposes of private redevelopment;
4. To make loans or grants to private persons or businesses for economic development purposes on such terms as may be determined by the City Council;
5. To borrow money and provide security therefor;
6. To establish and enforce controls, standards and restrictions on land use and buildings;
7. To make or have made surveys and plans necessary for the implementation of the urban renewal program and specific urban renewal project activities;
8. To use tax increment financing to achieve a more marketable and competitive land offering price, to provide for necessary physical improvements and infrastructure, and to fund other urban renewal project costs; or
9. To use any and all other powers, without limitation, granted by the Code to develop and provide for improved economic conditions in the City of Carroll.

Numerous urban renewal projects were authorized prior to the date of this Seventh Amended and Restated Plan and are continuing. Other anticipated projects are being identified for the first time in this Seventh Amended and Restated Plan. All of the identified projects further the stated purposes and objectives of the Plan and are anticipated to be completed during the life of the Plan. The urban renewal projects currently in process or anticipated consist of the following:

- Streetscape improvements as part of the Corridor of Commerce Master Plan. The costs of such improvements are not expected to exceed \$3,000,000 and will include but not limited to:
 - 7th Street: West Street to Carroll Street and Main Street to Clark Street
 - US Highway 30: US Highway 71 to West St and Clark Street to Grant Road
- Improvements as identified in the Corridor of Commerce 2.0 Master Plan. The costs of such improvements are not expected to exceed \$2,500,000.
- US Highway 30 Traffic Signal equipment replacement. The costs of such improvements are not expected to exceed \$1,000,000 to be completed at the following intersections on US Highway 30:
 - Clark Street
 - Court Street
 - Main Street
 - Adams Street
 - Carroll Street
 - West Street
 - Quint Avenue
- Street resurfacing projects. The costs of such improvements are not expected to exceed \$2,500,000 and will include:
 - Walnut Street: 5th Street to US 30
 - East Street: 5th Street to 7th Street
 - Clark Street: UPRR to 7th Street
 - Court Street: 4th Street to 7th Street
 - Main Street: UPRR to 7th Street
 - Adams Street: US 30 to 7th Street
 - Carroll Street: UPRR to 7th Street
 - Crawford Street: US 30 to 7th Street
 - Quint Avenue: US 30 to 8th Street
 - Fourth Street: Carroll Street to Clark Street
 - Fifth Street: Carroll Street to Main Street and Court Street to Grant Road
 - Sixth Street: Quint Avenue (Ext.) to US 30
 - Seventh Street: Simon Avenue to Crawford Street and West Street to Grant Road
- Street reconstruction projects. The costs of such improvements are not expected to exceed \$4,500,000 and will include:
 - Adams Street: West 6th Street to 100 feet north of West 13th Street
- Curb and gutter, paving, sidewalks, and other utility improvements in the 4th Street parking lot, the Westgate Mall parking lot, and the Greatwestern parking lot. The costs of such improvements are not expected to exceed \$750,000.
- Tax increment financing rebate agreement for up to 15 years with DMBA Properties & Consulting, Inc. and Biokinometrics for the re-development of Lots 1-4, Block 25, Carroll (Original Town, Carroll, Iowa). The total maximum cost of this Development Agreement are not expected to exceed \$300,000.
- Downtown business identification signage improvements. The costs of such improvements are not expected to exceed \$250,000.

- Community and wayfinding signage improvements. The costs of such improvements are not expected to exceed \$250,000.
- The acquisition, demolition, clearing, disconnection of utilities, grading, and/or other related work for the removal of some or all buildings on properties that contain building(s) that has been declared a dangerous building by the City of Carroll. The costs of such work are not expected to exceed \$1,500,000.
- Disposition of properties acquired by the City of Carroll.
- The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements are not expected to exceed \$800,000.
- The City expects to consider request for Development Agreement for a local match to the Downtown Housing Grant administered by the Iowa Economic Development Authority which will alleviate blighting influences. The costs of such Development Agreements are not expected to exceed \$200,000.
- The City expects to consider a grant program for facade and other exterior building renovations. The costs of such grants are not expected to exceed \$1,500,000.
- The City expects to consider a grant program for interior building renovations for building constructed prior to 1940. The costs of such grants are not expected to exceed \$500,000.
- The development of a quiet zone on the Union Pacific Railroad corridor between and including Burgess Avenue and Bella Vista Drive. The costs of such work are not expected to exceed \$2,500,000.
- Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning. The costs of such expenses are not expected to exceed \$750,000.


City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council
FROM: Jeff Cayler, Interim City Manager 
DATE: November 9, 2022
SUBJECT: Goal Setting – Strategic Planning Session Report

Attached to this memo, please find the Executive Summary of the 2022 Leadership – Goal Setting – Strategic Planning Work Session that was held on November 2, 2022. Staff and I have reviewed this document and made some minor modifications and/or corrections.

This document is designed to help city officials review past goals and initiatives, get updates on their status, establish new goals and priorities, and develop a plan and timeline to accomplish them. We are now implementing “Recommended Follow-up Actions” as outlined in Section XII of the report.

Specifically, page 23 identifies the City’s Proposed New Initiatives for Calendar Year 2023. Per the discussion that night, it was determined that it is important to minimize the number of new initiatives to a manageable number, so as to focus on the overall quality of the projects, rather than the quantity of projects. Please note that 15 initiatives were identified and subsequently voted on by the elected officials. Two of these initiatives received six and four votes respectively, while the next four received three votes each.

I recommend that the Mayor and Council re-examine these top six initiatives, and the others if desired, and select four or five as their top priorities for calendar year 2023. This information will help guide staff in the preparation of the F.Y. 2024 budget.

RECOMMENDATION: Mayor and Council discuss the priorities identified in this report and select the top four or five they want staff to focus on moving forward. Council acceptance of report.

CITY OF CARROLL, IOWA

2022 LEADERSHIP - GOAL SETTING –

STRATEGIC PLANNING WORK SESSION

EXECUTIVE SUMMARY



**Executive Summary Written by
Elizabeth Hansen, President**

**Midwest Municipal Consulting
1210 NE 29th Street
Ankeny, IA 50021
515-391-9816**

Ehansen.mmc@gmail.com
www.midwestmunicipalconsulting.com

**CITY OF CARROLL, IA
2022 LEADERSHIP – GOAL SETTING – PLANNING WORK SESSION**

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CITY OF CARROLL, IA

2022 LEADERSHIP – GOAL SETTING – PLANNING WORK SESSION

I INTRODUCTION

The City Council of the City of Carroll held a Leadership – Goal Setting – Strategic Planning Work Session on November 2, 2022. The work session was held at Region XII Council of Governments. The work session was facilitated by Elizabeth Hansen, president of Midwest Municipal Consulting, LLC of Ankeny, Iowa.

Participants at all or part of the session were:

Mark E. Beardmore	Mayor
Tom Bordenaro	Council Member
Misty Boes	Council Member
Kyle Bauer	Council Member
Carolyn Siemann	Council Member
LaVern Dirkx	Council Member
JJ Schreck	Council Member
Mike Pogge-Weaver	City Manager
Jeff Cayler	Interim City Manager
Brad Burke	Police Chief
Dan Hannasch	Fire Chief
Wendy Johnson	Library Director
Randy Krauel	Public Works Director
Laura Schaefer	City Clerk/Finance Director
Chad Tiemeyer	Parks and Recreation Director

Also present was the Carroll Airport Commission Member Norman Hutcheson.

The primary objectives of the session were:

- 1) To provide the opportunity for all members of the City's leadership team to be part of the planning process
- 2) To enhance communication and develop renewed team spirit among the participants
- 3) To review progress being made by the City
- 4) To discuss changes that are likely to impact the City
- 5) To develop consensus on issues and opportunities facing the City (one to three-year perspective)
- 6) To develop an updated goals program for the City (one to three-year perspective)
- 7) To review the roles of the City's leadership team
- 8) To be an educational and enjoyable day

This report summarizes the results of the session and includes recommendations for follow-up actions to be taken.

II INTRODUCTORY REMARKS

Mayor Mark Beardmore opened the goal setting – strategic planning work session thanking everyone for attending. He said that he appreciated everyone taking the time this evening to do some of the most important work the city leaders will do. City Manager Mike Pogge-Weaver added that this work is the foundation for the budget and most impactful. He said the staff needs guidance and specific, clear goals and objectives for the coming year. Mike stressed the need for the goals to be attainable and feasible. He then introduced the meeting facilitator, Elizabeth Hansen.

III COMMUNICATION ENHANCEMENT

After introductory remarks were made, the facilitator reviewed the agenda, and went over some ground rules. She then explained the importance of having a goal setting – strategic planning session and indicated that one of the primary objectives of the retreat was to enhance communication among the participants. The first activity began the communication process by providing participants the opportunity to share backgrounds, perspectives on the greatest challenges facing the City, and expectations for the session.

The facilitator pointed out that there is passion, dedication, loyalty, and skills among the group; that they are serving for all the right reasons.

Many of the challenges cited were incorporated into later discussions on issues and opportunities facing the City.

**See attachment A for the
Greatest Challenges Facing the City
and Expectations for the Session**

IV REVIEW OF CALENDAR YEAR 2022 NEW INITIATIVES WORK PLAN

The first review was of the previous adopted strategic plan from calendar year 2022. The facilitator reviewed the responses of the questionnaire to affirm which New Initiatives were completed and ones that should remain on the list.

**See attachment B for the Review
of Calendar Year 2022**

V REVIEW OF PROGRESS BEING MADE

The next activity focused on a review of progress being made by the City over the last year. It was agreed that significant progress has been made in several areas. Participants agreed there have been numerous successes. The facilitator suggested review and celebration of these accomplishments by including the comprehensive list in an upcoming City newsletter, on the City's website, continuous social media posts and/or in the local newspaper.

**See attachment C for the Review
of Progress being made by the City**

VI CHANGES THAT HAVE, AND ARE EXPECTED TO, IMPACT THE CITY: ISSUES AND OPPORTUNITIES FACING THE CITY

Participants discussed significant changes that have impacted the City over the past five years, and those anticipated changes that are expected to impact the City in the next five years.

**See Attachment D for a Listing of Issues
Facing the City**

VII MANAGEMENT IN PROGRESS

Participants identified projects, programs, and major tasks that the City Manager and Department Directors are currently working on.

**See Attachment E for a Listing of
Current Projects**

VIII UPDATING THE CITY'S GOALS: POTENTIAL SOLUTIONS

Participants identified several issues and opportunities facing the City from a one to three-year perspective. The listing provided a fresh update and consensus on issues, both external and internal, to be addressed by the City.

**See Attachment F for a Listing
of Significant Initiatives (Solutions)**

IX THE GOALS PROGRAM

The identified issues and opportunities were then converted into a proposed goals program for the City. The proposed goals program needs to be further discussed and refined, agreed-upon, and then implemented.

**See Attachment G for the Proposed
Goals Program for Calendar Year 2023
and Department Director Recommendations**

X ROLES AND RESPONSIBILITIES

Participants reviewed the major roles and responsibilities of the City Council, individual council members, the Mayor, City Manager, Department Heads, City employees and citizens. The facilitator recommended the group refer to the City's organizational chart and code of ordinance for further clarification as well as job descriptions, which can specify additional roles and responsibilities. The facilitator also reminded the group that by hiring a professional City Manager and adopting the Mayor-Council Form of Government, they are protecting themselves and the City from liability. It was suggested to speak to the City Attorney if they had any questions.

**See Attachment H for the Listing
of Major Roles and Responsibilities**

XI CLOSING REMARKS

The session concluded with the facilitator challenging the participants to make a positive impact in their leadership roles. She pointed out the inter-dependency of the City Council and staff, and the need to be mission and goal driven. The facilitator thanked the participants and wished them well in their tenure serving Carroll.

XII RECOMMENDED FOLLOW-UP ACTIONS

It was agreed that considerable progress was made at the work session and that follow-up actions are needed.

The recommended sequence of actions is:

- 1) The Interim City Manager reviews the Executive Summary of the session
- 2) The Interim City Manager fine-tunes the prioritized issues and the suggested goals program
- 3) The Interim City Manager reviews the Executive Summary with the City Council
- 4) The City Council acts on the proposed goals program, including the action plan

- 5) Action plan is developed for each goal under the direction of the Interim City Manager
- 6) The City Council and Interim City Manager monitor progress on achievements of the goals regularly
- 7) A follow-up work session be scheduled in two years to evaluate progress and update the goals program

CHALLENGES FACING THE CITY AND EXPECTATIONS FOR THE WORK SESSION

(From the Enhancing Communication Worksheet)

CHALLENGES

- 1) Recruitment and Retention of quality employees
- 2) Limited population growth and business loss
- 3) Inflation and increased costs (of infrastructure and the bidding climate)
- 4) Affordable and workforce housing and unemployment
- 5) Tourism
- 6) Economic Development – Recruitment and seeking developers

EXPECTATIONS

- 1) Have a shared list of goals and common direction
- 2) Create solutions that will be our roadmap
- 3) Guide the budget
- 4) Provide advice and be helpful.
- 5) To have an open dialog to create a path forward
- 6) Set new clear and realistic goals
- 7) Listen, take in information, learn from others' experiences and hear different perspectives and viewpoints

<p style="text-align: center;">REVIEW OF CALENDAR YEAR 2022 ON-GOING PROJECTS AND NEW INITIAIVES WORK PLAN</p>

From this list of On-Going Priorities provided from the city's 2021 Goal Setting Report, which items have been completed and should be removed? Which ones need to remain in order to continue work?

	Creating a Vibrant Community	Completed/Remain
1.	Recreation Center Improvements, including HVAC, locker rooms, plumbing and backflow improvements and raised running track and gym.	Remain– FY24
2.	Graham Park District Improvements, including parking and enclose shelter	Remain - Unscheduled
3.	Continue the Master Trails Plan – prioritize with the Culture, Parks and Recreation Board	Remain – FY24 On-Going
4.	All-inclusive playground system at Northeast Park/Kellan's Kingdom, including exercise stations and enclose shelter	Remain – FY23
5.	Miracle Field – complete dugouts, fencing, scoreboard, sidewalks, shelter and storage with help of donations	
6.	Restrooms at the Cemetery – complete maintenance on the roof, soffit and bathrooms	Completed
7.	Train Horn Mitigation – Fund QZ improvements and implement (TIF)	Remain – FY24/25
8.	Continue Streetscape of Phase XI	Remain – FY25
	Efficient and Effective Governance	
9.	Adoption of Financial Policies	Management in Progress
10.	Review all sustainability efforts of the aquatic center, golf course and rec center, including fiscal and rate reviews	Management in Progress
11.	Review and revise the City's zoning and subdivision ordinance. This needs to be a process that uses an open and inclusive process to help guide the future.	Remain Subdivision - FY24 Zoning – FY25
	Economic Opportunity	
12.	Implement a Housing Study <ul style="list-style-type: none"> ○ Recruit Builders ○ Consider creating an incentive program 	Study Complete Recruitment On-going Incentive Complete
13.	Acting on the RDG/Retail Coach Plan - The City needs to become more proactive in economic development—promoting Carroll—its assets/opportunities—in the media, especially social media, online at the City	Remain Review for 2023 Merge with #14

	website, small events? Develop an ongoing marketing plan.	
14.	Loss of downtown retailers; need Downtown Revitalization and continue to aggressively recruit new retail businesses. Need façade improvement program.	Remain Review for 2023 Merge with #13
	Infrastructure	
15.	Adams Street Road Reconstruction Project. The Adams Street reconstruction project from US Highway 30 (6 th Street) north to 13 th Street in 2022 will be a good project addressing just one of many streets that need to be totally rebuilt. This project could be as much as \$4 million to complete.	Remain – FY23/24
16.	Wastewater Treatment Plant Improvements <ul style="list-style-type: none"> ○ Nutrient Reduction - 2023 ○ Copper Compliance – 2024 ○ Implement multi-year plan 	Remain
17.	Drainage Study/Improvements	Remain – FY24

From the list of New Projects, Programs, Policies and Initiatives provided from your Strategic Priorities Plan, these items have been completed, thus will be removed and some will be moved to the On-going Priorities list in order to continue work.

	Item	Completed/Remain
1.	Consider LED light Replacement for airport runway.	Remain – FY23/24
2.	Sidewalk connecting Timberline to Pleasant Ridge	Remain – FY24
3. (Tie)	Create a 5-10 year plan/phases for implementing the Carroll Corridor of Commerce Plan 2.0.	Remain – Unscheduled
3. (Tie)	Update the 2013 City Comprehensive Plan.	Remove
3. (Tie)	Commit funds to repair and preserve the cemetery's stone walls, fence, pillars, and monuments.	Remain – FY24 Stone Wall

<p>REVIEW OF PROGRESS BEING MADE BY THE CITY: WHAT IS WORKING WELL?</p>
--

THE SUCCESSES

Strategic, Reliable, & Sustainable Infrastructure – Projects and Improvements

- Streets Building nearly complete
- Graham Park/Drain 77 improvements completed
- Hwy 30 E Sewer project
- Rezoned Koethe property/NE Carroll
- Annual Street restoration project completed
- Adams Street project keep moving forward
- Water Distribution Main Improvements
- Water Supply Well Replacement
- Downtown Streetscape Phase 10
- Airport Runway Maintenance Project
- Received/discussed final Train Horn Mitigation study report from Bolton & Menk.
- Meet with the EPA in Washington DC to help with our copper issue
- Reserves at Governors Field moving forward

Fiscal Responsible Governance - Finance

- Non-profit agency agreements in place
- Achieved Moody's Aa3 bond rating
- Ongoing community planning to budget responsibly
- Sanitary Sewer Service Charges
- Strong overall financial position; met goal of General Fund carry over of 25%, including strong fund balances as of 6/30/22
- Carrying low debt per PFM; substantially under legal limit.
- Rec Center bonds financed @ 3.49%
- Strong LOST/Hotel-Motel Collections
- Positioned in upper 1/3 of taxable value compared to Carroll's 14 peer cities
- Audit review, only had a few small comments we need to work on
- Did lots of projects and finished "in the black" on budget

Community and Economic Vitality - Community & Economic Development/ Housing/Parks & Recreation/Library

- Rec Center compromise plan underway
- Improvements at Northeast Park/Kellan's Kingdom/Parking lot
- Utilization of youth baseball/softball/soccer tournaments
- IHSA State Baseball 3-year Agreement
- Municipal Golf Course, fantastic year, great playing conditions
- New Program Coordinator for Adult/Teen programming – library
- Added Makerspace programming – library

- Teen/tween programs – library
- Outreach – book drops to seniors and daycares
- New Library Director
- Community events and promoting tourism – Merchant’s Field and Live + Local
- New Parks & Rec Director
- Approved aggressive infill housing incentive policy
- Overland Property Group received IFA tax credits for 35 townhome rental properties
- Hired a rental housing inspector. Rental Code enforcement is going well; nuisances are being addressed
- City continues to partner with the Retail Coach/CADC
- Townhouses completed/for rent at 224 Main St./former City Hotel location
- Sauk Trail Project grant match of \$100,000
- Pickleball Courts
- Filled Aquatic/Fitness Position
- Increased pay for part-time staff
- Soda blasting/painting of stone cemetery fence continued; 50/89 sections remain on east fence. Completed north stone fence & all 80 sections of the black metal fence on Grant Rd.

Effective, Efficient & Strategic Government – City Operations/Human Resources/Policies

- Public communication has improved
- Business/Industry canvassing/dialogue initiative underway
- New website active
- Learning the Work Comp policies and procedures
- Weekly department head meetings
- Department heads attending council meetings
- Overarching personnel policies – same for each department
- Water System Risk, Resilience Assessment, and Emergency Response Plan
- Added an option for employees to purchase dental coverage at their expense
- New Server Added
- City’s partially self-funded health insurance plan remains in a strong position
- We are maintaining our work force
- Visibility/accessibility to city council meetings

Safe and Secure - Public Safety

- New Fire Chief / Building Inspector employed
- Considering new ATV/UTV ordinance
- New Rescue Unit for the fire dept
- Positive police presence- putting up no parking signs for Band Day
- Both the Police and Fire Departments’ continued focus on training and updated equipment is critical to performing their jobs safely and effectively
- The Police Department is operating at full staff; operating with low overtime costs due to efficient scheduling; and the eight Traditional Problem Areas are trending downward—per Chief Burke’s Fiscal Year 2021-2022 report
- Carroll is labeled one of Iowa’s safest cities

- Maintained staffing level
- Purchases of hybrid patrol vehicles to combat the continued increase in gas prices
- Internal promotion of a sergeant for afternoon watch
- Updated duty pistols with red dot sights

**CHANGES THAT HAVE IMPACTED AND ARE
EXPECTED TO IMPACT THE CITY:
ISSUES AND OPPORTUNITIES**

WHAT IS NOT WORKING WELL?**WHAT IS THE CITY CURRENTLY DOING THAT IT SHOULD NOT BE DOING?**

The following were identified as issues, concerns, trends, and opportunities that may affect future City services, policies, finances, or operations:

Please note that (S) indicates a note from Staff and (E) indicates a note from Elected Officials.

Item

- Streets are generally good but aging and extremely costly to repair/rebuild (E)
- Increased citizen expectations vs tax consequences (E)
- Wastewater Treatment upgrade demands (E)
- General inflation and effects on local economy (E)
- Fuel prices (E)
- Workforce: mostly private needed but city needs lifeguard recruitment (E)
- Fewer and fewer project bidders – often only one or none! (E)
- Lack of field space- Baseball/Softball (S)
- Parking at various sporting areas is inadequate (S)
- Maintenance of Bandshell. High cost of renovation versus demolish and replace (S)
- Carroll Family Aquatic Center- need new features, “too boring” (S)
- Old/deteriorating golf carts (S)
- More attractions- Splash Pad, outdoor work out area, mini pitch, utilizing green spaces properly for added communal improvement (S)
- Waiting on financial aid (grants) for Merchants Park Improvements (S)
- Less LOST funds to work with due to REC Project. (S)
- Aging infrastructure (S)
- New city manager search (S)
- Train crossing (S)
- Water Distribution. Pressures and Chlorine residual compliance. (S)
- Shortage of daycare services (S)
- Struggling downtown retail – empty retail spaces (S)(E)
- Carroll needs to be more aggressive and keep focusing on strategies/policies to retain/recruit residents, businesses, contractors, etc. (E)
- People believe there is a need for a variety of new restaurants. (E)
- People believe an array of activities & amenities, for all ages, will retain/attract workers, businesses, retirees, etc. (E)

- Residents and employers believe we need more housing across a range of price points—to attract workers with a variety of skills: laborers & professionals. (E)
- Copper discharge- major issue in the future (E)
- Retail Coach- Need more progress/Action (E)
- Special assessments on road projects (S)
- Spending money on wants while the needs get ignored (S)
- Figure out how to lower taxes to reduce the burden on residents due to high inflation costs. Carroll has the lowest taxes in the state per capita. (S)
- Balancing the budget; tax levy rate with competitive wages and employee retention. (S)
- Need to implement classification and compensation study (S)
- It is the role of city government to create a pro-growth climate by investing in itself and creating policies that incentivize others to invest in Carroll. (E)
- Economic competitiveness is critical to avoid stagnation; embracing the status quo means Carroll will not be able to compete with other cities that are moving forward and our tax base will decline. (E)
- Carroll is at a crossroads: what is our vision for Carroll for the next 5, 10, 20 Years? Our decisions/policies will determine whether Carroll grows or stagnates. Long-term sustainability/viability should be the city's goal. (E)
- Other cities are growing by investing in quality of life amenities: recreation centers, trails, parks, sports centers, etc. People move to & invest in towns with an array of amenities. Carroll needs to continue to set the standard for other towns. (E)
- We have aggressively pursued solutions to our housing shortage; there is a 3 year rotation plan in place for street rehab/reconstruction. It is time to keep adding to/modernizing our quality of life recreation/cultural amenities—to meet current needs/expectations—to move forward/grow. (E)

MANAGEMENT IN PROGRESS

These are projects, programs, and major tasks that the City Manager and Department Directors are currently working on.

1.	In-house reorganization of physical items
2.	Computer upgrades – 4/year
3.	Budgeting to include another part-time position
4.	Team building – several new staff
5.	Expand shelving in children's area to house graphic novels
6.	Street Maintenance Facility
7.	Adams Street Reconstruction
8.	Downtown Streetscape Phase 11
9.	Pleasant Ridge Road – Timberline Road Sidewalk
10.	Union Pacific Railroad Quiet Zone Study
11.	US 30 E. Sanitary Sewer Extension
12.	WWTP VLR Replacement Air Piping
13.	WWTP Capacity Rerating Study
14.	WWTP Digester Evaluation
15.	Wastewater Copper compliance
16.	Wastewater Nutrient Reduction
17.	Water System Preliminary Engineering Report
18.	Water System Lead Service Line Inventory
19.	LED light replacement at airport
20.	Restoration of stone fence/structures at cemetery
21.	Graham Park Creek
22.	New City Manager search and selection
23.	UTV Ordinance
24.	Adopt a new permit for fencing in yards
25.	Complete prior work on downtown Façade program
26.	RAGBRAI possible
27.	Police and Public Works unions contract negotiations- Fall '22

<p align="center">SIGNIFICANT INITIATIVES OR PROGRAMS (SOLUTIONS) - WHAT IS THE CITY NOT DOING THAT IT SHOULD BE DOING?</p>
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	Item (What is the solution to an issue?)	New Initiative (Action Needed) Or On-Going
1.	Create a Cinco de Mayo celebration and other Latino welcoming initiatives.	New
2.	Upgrading traffic signals. Plan to keep traffic moving on Highway 30 by removal of some traffic lights.	New
3.	Construct a dedicate Mini Pitch court	New
4.	Construct a small attraction splash pad	New
5.	New-Reviewing Golf Course Rates-due to inflation	MIP
6.	Updating job descriptions/Implement pay scale for employees	MIP/New
7.	Conduct System Analysis for Wastewater Treatment. Chloride, Selenium and Thallium compliance in 2027	New
8.	Hire an Economic Development Coordinator (similar to Coon Rapids) to create policies and incentives to encourage others to invest in Carroll.	New, Merge with #12
9.	Citizens believe the city needs to develop a plan for a referendum on the Rec Center indoor pool modernization project for 2024/soon after the Rec Center project is completed.	New
10.	Finally, the Rec Center theater modernization must remain a high priority.	MIP
11.	Dedicate staff time and resources to work with the state on upstairs housing in the downtown	New
12.	Dedicate staff to work with downtown business owners on available grants (housing/revitalization) to let them know what is available	New, Merge with #8
13.	Have more updates/ meeting with Retail coach & Chamber – With a plan to get more new businesses interested in Carroll with positive end results. Last meeting of Sept. was told of all the reasons why not. Or why it wouldn't work.	MIP
14.	Look for ways to continue housing initiative and Incentives after the first 20 lots are sold.	MIP
15.	Declare Carroll to be Slum & Blight to be more aggressive with tax abatement in the future	New
16.	Soccer Complex Parking – Location by Carroll High School and Middle School. This is used by soccer, football etc.	MIP

17.	Graham Park updates – Parking, Lighting, Shelter House – Would be beneficial for events at the stadium	MIP
18.	Review Water/ Sewer Rates planning for future to help fund copper compliance, and Nutrient Reduction	MIP
19.	Support a Student Resource Officer (SRO) Program	New
20.	Renovate the Graham Park Bandshell	New
21.	Commit to Merchant Park Improvements - \$300,000 match, grants, donation and other fundraising efforts	New
22.	Demolish and Replace the Graham Park Bandshell	New
23.	Analysis of downtown parking	New

**THE CITY'S GOALS PROGRAM
FOR CALENDAR
YEAR 2023**

	Creating a Vibrant Community	Quarterly Update
1.	Recreation Center Improvements, including HVAC, locker rooms, plumbing and backflow improvements and raised running track and gym. FY24	
2.	Graham Park District Improvements, including parking and enclose shelter. Unscheduled.	
3.	Continue the Master Trails Plan – prioritize with the Culture, Parks and Recreation Board. FY24	
4.	All-inclusive playground system at Northeast Park/Kellan's Kingdom, including exercise stations and enclose shelter. Miracle Field – complete dugouts, fencing, scoreboard, sidewalks, shelter and storage with help of donations. FY23	
5.	Train Horn Mitigation – Fund QZ improvements and implement (TIF) FY24/25	
6.	Continue Streetscape of Phase XI. FY25	
7.	Commit funds to repair and preserve the cemetery's stone walls, fence, fence and pillars. FY 23/24	
	Efficient and Effective Governance	
8.	Review and revise the City's zoning (FY25) and subdivision ordinance (FY24).	
	Economic Opportunity	
9.	Recruit Builders	
10.	Acting on the RDG/Retail Coach Plan - The City needs to become more proactive in economic development—promoting Carroll—its assets/opportunities—in the media, especially social media, online at the City website, small events. Develop an ongoing marketing plan. Loss of downtown retailers; need Downtown Revitalization and continue to aggressively recruit new retail businesses. Need façade improvement program.	
11.	Create 5-10 year plan/phases for implementing the Carroll Corridor of Commerce Plan 2.0 (Unscheduled)	
	Infrastructure	
12.	Adams Street Road Reconstruction Project. The Adams Street reconstruction project from US Highway 30 (6 th Street) north to 13 th Street in 2022 will be a good project addressing just one of many streets that need to be totally rebuilt. This project could be as much as \$4 million to complete. FY23/24	
13.	Wastewater Treatment Plant Improvements <ul style="list-style-type: none"> ○ Nutrient Reduction - 2023 ○ Copper Compliance – 2024 Implement multi-year plan	

14.	Drainage Study/Improvements, FY24	
15.	Consider LED light replacement for airport runway. FY 23/24	

THE MANAGEMENT TEAM'S ON-GOING PRIORITIES FOR CALENDAR YEAR 2023

	MANAGEMENT IN PROGRESS	Quarterly Update
1.	Adoption of Financial Policies	
2.	Review all sustainability efforts of the aquatic center, golf course and rec center, including fiscal and rate reviews	
3.	In-house reorganization of physical items	
4.	Computer upgrades – 4/year	
5.	Budgeting to include another part-time position	
6.	Team building – several new staff	
7.	Expand shelving in children's area to house graphic novels	
8.	Street Maintenance Facility	
9.	Adams Street Reconstruction	
10.	Downtown Streetscape Phase 11	
11.	Pleasant Ridge Road – Timberline Road Sidewalk	
12.	Union Pacific Railroad Quiet Zone Study	
13.	US 30 E. Sanitary Sewer Extension	
14.	WWTP VLR Replacement Air Piping	
15.	WWTP Capacity Rerating Study	
16.	WWTP Digester Evaluation	
17.	Wastewater Copper compliance	
18.	Wastewater Nutrient Reduction	
19.	Water System Preliminary Engineering Report	
20.	Water System Lead Service Line Inventory	
21.	LED light replacement at airport	
22.	Restoration of stone fence/structures at cemetery	
23.	Graham Park Creek	
24.	New City Manager search and selection	
25.	UTV Ordinance	
26.	Adopt a new permit for fencing in yards	
27.	Complete prior work on downtown Façade program	
28.	RAGBRAI possible	
29.	Police and Public Works unions contract negotiations- Fall '22	

<p style="text-align: center;">THE CITY'S PROPOSED NEW INITIATIVES CALENDAR YEAR 2023</p>
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of VOTES

6	Commit to Merchant Park Improvements - \$300,000 match, grants, donation and other fundraising efforts
4	Implement pay scale for employees
3	Construct a small attraction splash pad
3	Conduct System Analysis for Wastewater Treatment. Chloride, Selenium and Thallium compliance in 2027
3	Hire an Economic Development Coordinator (similar to Coon Rapids) to create policies and incentives to encourage others to invest in Carroll. Dedicate staff to work with downtown business owners on available grants (housing/revitalization) to let them know what is available
3	Dedicate staff time and resources to work with the state on upstairs housing in the downtown
2	Declare Carroll to be Slum & Blight to be more aggressive with tax abatement in the future
1	Create a Cinco de Mayo celebration and other Latino welcoming initiatives.
1	Upgrading traffic signals. Plan to keep traffic moving on Highway 30 by removal of some traffic lights.
1	Citizens believe the city needs to develop a plan for a referendum on the Rec Center indoor pool modernization project for 2024/soon after the Rec Center project is completed.
1	Renovate the Graham Park Bandshell
1	Demolish and Replace the Graham Park Bandshell
1	Analysis of Downtown Parking
0	Construct a dedicate Mini Pitch court
0	Support a Student Resource Officer (SRO) Program

<p style="text-align: center;">DEPARTMENT DIRECTORS RECOMMENDED NEW INITIATIVES CALENDAR YEAR 2023</p>

of VOTES

6	Implement the pay scale for employees
6	Conduct System Analysis for Wastewater Treatment. Chloride, Selenium and Thallium compliance in 2027
6	Commit to Merchant Park Improvements - \$300,000 match, grants, donation and other fundraising efforts
5	Upgrade traffic signals. Plan to keep traffic moving on Highway 30 by removal of some traffic lights
3	Hire an Economic Development Coordinator (similar to Coon Rapids) to create policies and incentives to encourage others to invest in Carroll.
3	Demolish and Replace the Graham Park Bandshell
2	Create a Cinco de Mayo celebration and other Latino welcoming initiatives
2	Construct a small attraction splash pad
2	Support a Daycare (to help find a way to retain workers)
1	Construct a dedicate Mini Pitch court
1	Dedicate staff time and resources to work with the state on upstairs housing in the downtown
1	Declare Carroll to be Slum & Blight to be more aggressive with tax abatement in the future
1	Support an SRO Program
1	Renovate the Graham Park Bandshell

**ROLES AND RESPONSIBILITIES
OF THE CITY COUNCIL**

MOST SIGNIFICANT

1. To provide leadership, direction, and long-range planning for the City
2. To determine policy for the City
3. To hire and monitor the performance of the City Manager (Manager to manage city operations)
4. To adopt an annual budget for the City
5. To represent the collective best interests of the City and the citizens of the City
6. Determine vision, values and set the “tone” for the City

**ROLES AND RESPONSIBILITIES
OF INDIVIDUAL COUNCIL MEMBERS**

MOST SIGNIFICANT

1. To represent the citizens and be accessible to them
2. To make leadership and policy decisions for the greater good of the City
3. To be prepared for, and participate in, council meetings
4. To act professionally and listen respectfully to other council members, staff, and citizens
5. To share information and communicate openly with the City Manager and other council members (Manager to share and direct staff)
6. Listeners, educators, promoters, supporters

ROLES AND RESPONSIBILITIES OF THE MAYOR

MOST SIGNIFICANT

1. To conduct orderly and effective City council meetings
2. To represent the City at public functions
3. To facilitate discussions on agenda items and help resolve conflict among council members
4. To make advisory committee appointments
5. To sign the City's legal documents
6. To also function as a council member

ROLES AND RESPONSIBILITIES OF THE CITY MANAGER

MOST SIGNIFICANT

1. To prepare and provide information for the council, make policy recommendations based on the information, and implement adopted policies
2. To be a liaison between the council and staff
3. To provide leadership and foster a positive work environment for the City's employees
4. To develop and administer the City's annual budget
5. To recommend the appointment of and terminate (when necessary) City employees
6. Mediates and resolves conflicts, negotiator, timer, educator, evaluator, and cutter

ROLES AND RESPONSIBILITIES OF DEPARTMENT HEADS

MOST SIGNIFICANT

1. To provide leadership and goals for their departments
2. To manage the day-to-day quality operations of their departments
3. Analyze issues, evaluate services, and develop professional recommendations as experts
4. To prepare and administer the department's annual budget
5. To communicate and cooperate with other entities in the City
6. To keep the City Manager and department staff informed
7. To provide training and development opportunities for department employees
8. To recommend new hires to the City Manager
9. Researchers, planners, preparers, cutters, shock absorbers

**ROLES AND RESPONSIBILITIES
OF ALL CITY EMPLOYEES AND CITY
OFFICIALS**

MOST SIGNIFICANT

1. To understand the relationship between the Mayor, Council, Administration and Staff
2. To act in accordance with defined roles
3. To have a positive attitude towards their job and when dealing with the public
4. To be team players
5. To be fiscally responsible
6. To be a positive representative and ambassador of the City
7. To have a strong work ethic
8. To be receptive to, and participate in, training and development opportunities
9. To be innovative problem solvers

**ROLES AND RESPONSIBILITIES
OF THE CITIZENS**

MOST SIGNIFICANT

1. To vote in City elections
2. To provide fiscal support for City services and operations; I. E., to pay their taxes
3. To keep informed on issues that affect the City and to communicate their concerns to the City's elected officials and staff
4. To be involved in community affairs
5. To be positive contributors to the community

PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES
November 7th, 2022 @ 5:15 PM
Activities Room – Carroll Recreation Center

The Parks, Recreation and Cultural Advisory Board met in person on this date at 5:15 P.M. Members Present: Mary Bruner (via Zoom), Deb Quandt, Chad Ross, Josh Sporrer, Jean Ludwig, Lois Neu, and Chase Werden (arrived at 5:19 P.M.). Absent: Sheila Dentlinger and Dr. Casey Berlau. Staff Present: Chad Tiemeyer.

The meeting was called to order at 5:15 P.M.

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It was moved by Ross and seconded by Sporrer to approve the November 7, 2022, agenda as presented. All present voted Aye.

* * * * *

It was moved by Ross and seconded by Neu to approve the September 19, 2022, minutes. All present voted Aye.

* * * * *

Public Comments: Mary Jane Stribe, Keith Stribe, and Tom Espenhover joined and brought complaints to the board about traffic at Northeast Park. They have seen an increase in questionable traffic since 2017, have presented to the board several times since their first discussion with the PRCAB. Each suggested exploring signage to the parking lot to notify speeders to slow down, or children at play. Lighting is a concern, adding lighting may keep several from coming into the lot. Tiemeyer will talk to MidAmerican to explore options with the pole. Chase Werden joined at 5:19. The option of a speed bump was brought up, but discussed it could be difficult with snow removal, but will be explored. Mary Jane also requested the trees be trimmed up for more visibility, and park hours be changed from Dusk to Dawn. Much discussion was had.

* * * * *

Director of Parks and Recreation Report: Tiemeyer discussed the schedule of programs coming up. Board discussed a better form of email and notification to help spread the word on numerous events coming up.

Tiemeyer discussed the hiring of the new Aquatics and Fitness Specialist- Trent Steffes.

Golf Course and Park Bathrooms closed for season.

Roof replacements on Graham Park bathrooms, the Cemetery bathroom and storage garage, and Northeast Park Shelter House have been completed. Tiemeyer noted that during the Graham Park job, the shingles of the Trappers Cabin were accidentally taken off. Brinks replaced out of pocket.

* * * * *

Mini Pitch: Tiemeyer advised multiple locations were looked at for the exploration of a Mini-Pitch court. Northwest Park, Rolling Hills, and Adams Elementary parking lot. Rolling Hills is still the best possible solution. Discussed maintenance for courts, noting there really isn't any year to year, but work to be done every 8-12 years. No action taken.

* * * * *

Kellan's Kingdom Updates: A flag and pole is being donated and will be placed in the outfield. The scoreboard is in and will likely be placed in left field. The combined concession/bathroom building will be centered and run north to south, construction will likely begin next year. No action taken.

* * * * *

Skate Park Issues: Some large gaps in the skate park concrete are starting to form. Could end up being dangerous to those using the area. Tiemeyer is meeting with a concrete specialist next week and will report back with needed repairs. No action taken.

* * * * *

Possible Golf Course Membership Increase: Tiemeyer presented numbers of the proposed increase for the Carroll Municipal Golf Course that would reflect a 5% across the board increase for memberships. After the increase, our rates are still comparable to numerous other municipal golf courses across the state. The board had lots of discussion on the topic- agreeing the 5% increase was needed due to the economic status of the world today. Seed prices are up nearly 100%, fertilizer is up 30-45%, and gas and diesel are up as well. Discussion was held regarding making it easier for Club House staff and City Hall staff by only having one rate for green fees, instead of a weekday and weekend rate. PRCAB members agreed. Season cart rentals will remain the same until new carts are purchased. Motion by Ross, Second by Neu- all voting Aye. Chad will get it typed up and ready for a Council meeting in November.

* * * * *

Merchants Park Destination Iowa Grant: Tiemeyer discussed that we didn't get the Destination Iowa Grant, but with some new information provided by Retail Coach, reapplying could be a possibility. No Action Taken

* * * * *

Updates on Construction at the REC: Tiemeyer gave updates on the building improvements project. No action taken.

* * * * *

New Program Ideas: Tiemeyer asked the board to brainstorm some new fun ideas for citizens in the 2023 year. No action taken.

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Budget 2024: Tiemeyer asked the board for any capital improvement ideas for the 2024 budget. Some things have already been discussed such as new carts at golf course,

splash pad, cemetery wall, bridges and bandshell at Graham Park, improvements to landscaping around the REC, and improvements to the activities room at the REC. All will be explored.

* * * * *

It was moved by Bruner and seconded by Werden to adjourn at 7:02 P.M. All present voted Aye.

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

November 8, 2022

Unofficial Minutes

1. The meeting was called to order at 6:34 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; Gina Wilming and Jessie Graveen, Foth Infrastructure and Environment LLC; 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. Snyder moved and Johnson seconded to approve the minutes of the October 11, 2022, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Snyder 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. Wittry provided updated information on the closure/post closure account for FY 2022. The total amount of CD's did not change only the closure/post closure and expansion account balances did due to posting. Beardmore moved and Dales seconded to approve the reports as presented. Motion carried, all voting aye.
6. Graveen and Wilming presented on the Commission's updated life cycle analysis. The analysis provides a financial forecast based on operations, equipment replacement, landfill expansion, and closure/post closure for the next ten years and beyond. This tool is used for budgeting purposes, equipment purchases, and cell construction schedules and cost.
7. An Environmental Management System (EMS) grant application was submitted to the Iowa Department of Natural Resources for funding for an electric forklift that would be used at the recycling center. Notice of funding decision will be in December.
8. 2023 Health insurance costs were discussed along with employee contributions for health insurance. Dental and Vision insurance costs were presented as a potential benefit for employees in 2023. Dales moved and Johnson seconded for the Commission to pay 80% and the employee to pay 20% of health insurance premiums and to add a Delta Dental policy for the employee only. Motion carried, all voting aye.
9. Succession planning information will be discussed at a later meeting.
10. Wittry updated equipment deliveries with the 973K track loader delayed until 2023 and the 826K compactor scheduled for January 2023.
11. The next Executive Board meeting will be Thursday, December 22, 2022, at 6:30 a.m. The January Executive Board meeting will be at 5:30 p.m. followed by the annual meeting at 7:00 p.m. on Wednesday, January 11, 2023. Both meetings in January will be held at the Manning Library.
12. Beardmore moved and Snyder seconded to adjourn the meeting at 7:55 a.m. Motion carried, all voting aye.

Respectfully submitted,

Mary Wittry