



City Council Meeting

Monday, September 11, 2023 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. Recognition of Retirement

- Diane Tracy, Children's Services Librarian

4. Introduction of New Employee

- Kersten Postel, Children's Services Librarian

5. Consent Agenda

a. Approval of Minutes of the August 28, 2023 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

1. New Special 5-day Class "C" Retail Alcohol License with Outdoor Service (September 30, 2023) - *Hy-Vee Oktoberfest Event*

d. Infill Housing Incentive Application

6. 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.

7. Ordinances

- None

8. Resolutions

a. Merchants Park Baseball Stadium Project - 2023

- Construction Materials Testing Proposal

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

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

and item 7.a - [October 24, 2022](#) - Destination Iowa Grant Application

and item 6.d - [May 22, 2023](#) - Merchants Park Baseball Stadium Upgrades - Project Update and Resolution Approving Professional Services Agreement

b. Water Distribution Main Replacements - 2023

- Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost
- Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

Also see item 6.d [November 14, 2022](#) – Water Distribution Main Replacements – Professional Services Agreement

and item 7.a - [August 28, 2023](#) – Water Distribution Main Replacements – Professional Services Agreement Amendment No. 1

c. Rolling Hills South Condominiums Second Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.
- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Rolling Hills South Condominiums Second Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

Also see item 6.b – [July 10, 2023](#) – Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement - Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

d. 408 W 7th Street

- Review of Bids Submitted
- Resolution Setting a Public Hearing on the Proposed Sale of City Interest in Real Estate

Also see item 9.b – [August 14, 2023](#) – 408 W 7th Street - Request for Bids

9. Reports

a. Adams Street Reconstruction - Change Order No. 1

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

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

and item 8.a – [October 10, 2022](#) - Adams Street Reconstruction – Public Information Meetings

and item 6.c – [May 8, 2023](#) - Adams Street Reconstruction –

- Ahlers & Cooney Engagement Agreement
- Resolution Approving Petition and Waivers
- Resolution of Necessity for the Adams Street Reconstruction, Ordering Construction of the Project,

Approving Preliminary Plat and Schedule of Assessments and Estimate of Cost, Tentative Approval of

Plans, Specifications, Form of Contract and Final Estimate of Cost, and Fixing a Date for a Public Hearing

on Final Adoption of Plans, Specifications, Form of Contract and Estimate of Cost and a Date Construction Bids will be Received for the Project

- Current Project Schedule

and item 6.a – [May 22, 2023](#) – Adams Street Reconstruction

- Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost
 - Consideration of Adoption of Plans, Specifications, Form of Contract and Estimate Cost
- and item 7.b – [June 12, 2023](#) – Adams Street Reconstruction

- Report of Bid Opening
- Consideration of Bids and Award of Contract
- Resolution Approving Contract and Bond

b. Fire Station Floor Replacement

Also see item 3.d – [May 8, 2023](#) – Fire Station Floor Replacement

c. Region XII COG, Inc. - Home Construction Agreement Amendment

Also see item 7.a – [July 10, 2023](#) – Housing Discussion - Region XII COG, Inc. - Home Construction Agreement

and item 6.a – [July 25, 2023](#) – Region XII COG, Inc. - Home Construction Agreement

10. Committee Reports (Informational Only)

11. Comments from the Mayor

12. Comments from the City Council

13. Comments from the City Manager

14. Adjourn

September Meetings:

* Airport Commission – September 11, 2023 – Airport Terminal Building - 21177 Quail Ave

~~* Planning and Zoning Commission – September 13, 2023 – City Hall – 627 N Adams St~~

* Carroll Historic Preservation Commission - September 13, 2023 - 627 N Adams St

* Library Board of Trustees – September 18, 2023 – Carroll Public Library – 118 E 5th St

* City Council – September 25, 2023 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

| Agenda published on 09/11/2023 at 8:12 AM

COUNCIL MEETING

AUGUST 28, 2023

(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 Dirx, Carolyn Siemann and JJ Schreck. 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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Phil Bock, Municipal Service Worker (Streets Division), and Terry Kluver, Water Superintendent, were recognized for their upcoming retirements. No Council action taken.

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It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the August 14, 2023 Council meeting, as written; b) bills and claims in the amount of \$524,260.80; c) Renewal of Class “C” Retail Alcohol License – *Hunan Chinese Restaurant*, d) Resolution No. 23-67, Accepting the Sports Tourism Grant Agreement Between the Enhance Iowa Board and the City of Carroll for the 2023 Kick It Up Youth Soccer Tournament, and e) Infill Housing Incentive Applications for Jake Vonnahme (1528 E 10th Street) and MB Construction and Real Estate (1505 E 10th Street, 1417 – 1419 E 10th Street and 1421 – 1425 E 10th Street). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

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It was moved by Dirx, seconded by Siemann, to approve Resolution No. 23-68, Agreement Amendment No. 1 with JEO Consulting Group, Inc. for Professional Services at a cost of \$2,100.00 for the Water Distribution Main Replacements Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Siemann, seconded by Schreck, to approve Resolution No. 23-69, Amended Carroll Police Department Standard Operating Procedures. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Bauer, to appoint the following individuals to the Empower Rural Iowa Rural Housing Assessment Grant Housing Committee: LaVern Dirx, Carolyn Siemann, Kyle Bauer, Jim Friel, Mike Franey, Dustin Katje, Matt Meiners and Adams Schweers. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Bauer, to adjourn at 5:30 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES : 8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES: 8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL CHEMICALS	806.60	0.00	000000	0/00/00	806.60
		** TOTALS **	806.60	0.00			806.60
01-001621	ACE HARDWARE	SUPPLIES	14.99	0.00	000000	0/00/00	14.99
01-001621	ACE HARDWARE	KEYS	17.95	0.00	000000	0/00/00	17.95
01-001621	ACE HARDWARE	WASP SPRAY	11.98	0.00	000000	0/00/00	11.98
01-001621	ACE HARDWARE	BATTERIES	24.98	0.00	000000	0/00/00	24.98
01-001621	ACE HARDWARE	SUPPLIES	36.99	0.00	000000	0/00/00	36.99
01-001621	ACE HARDWARE	SUPPLIES	27.98	0.00	000000	0/00/00	27.98
01-001621	ACE HARDWARE	SUPPLIES	2.99	0.00	000000	0/00/00	2.99
01-001621	ACE HARDWARE	PAINT	23.97	0.00	000000	0/00/00	23.97
01-001621	ACE HARDWARE	SUPPLIES	19.99	0.00	000000	0/00/00	19.99
01-001621	ACE HARDWARE	SUPPLIES	20.94	0.00	000000	0/00/00	20.94
01-001621	ACE HARDWARE	SUPPLIES	59.99	0.00	000000	0/00/00	59.99
01-001621	ACE HARDWARE	SUPPLIES	2.49	0.00	000000	0/00/00	2.49
		** TOTALS **	265.24	0.00			265.24
01-001910	AHLERS & COONEY P.C.	URBAN RENEWAL MATTERS	297.00	0.00	000000	0/00/00	297.00
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS SOUTH 2ND URP	199.00	0.00	000000	0/00/00	199.00
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS 2ND DA	1,149.50	0.00	000000	0/00/00	1,149.50
		** TOTALS **	1,645.50	0.00			1,645.50
01-003679	ALAN A BRINCKS	STEEL TOED BOOTS	200.00	200.00-	127984	8/31/23	0.00
		** TOTALS **	200.00	200.00-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	6,774.85	6,774.85-	128005	9/07/23	0.00
		** TOTALS **	6,774.85	6,774.85-			0.00
01-002916	AMERICAN RED CROSS	WSI TRAINING	82.00	0.00	000000	0/00/00	82.00
		** TOTALS **	82.00	0.00			82.00
01-002370	ARNOLD MOTOR SUPPLY	AIR COMPRESSOR HOSE	34.99	0.00	000000	0/00/00	34.99
01-002370	ARNOLD MOTOR SUPPLY	CLEANER	26.38	0.00	000000	0/00/00	26.38
01-002370	ARNOLD MOTOR SUPPLY	BATTERY	235.99	0.00	000000	0/00/00	235.99
		** TOTALS **	297.36	0.00			297.36
01-002805	BADDING CONSTRUCTION CO.	REC CENTER IMPROVEMENT #12	797,366.35	0.00	000000	0/00/00	797,366.35
		** TOTALS **	797,366.35	0.00			797,366.35
01-003998	BAILEY ROOFING CONTRACTOR	ROOF REPAIR	6,850.00	6,850.00-	127988	8/31/23	0.00
		** TOTALS **	6,850.00	6,850.00-			0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	17.09-	17.09	127980	8/31/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,248.93	1,248.93-	127980	8/31/23	0.00

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=====PAYMENT DATES=====
PAID ITEMS DATES : 8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES: 8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
=====POSTING DATES=====
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002818	BAKER AND TAYLOR INC.	BOOKS	326.25	326.25-	127980	8/31/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,098.77	1,098.77-	127980	8/31/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	120.31	120.31-	127980	8/31/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,185.56	1,185.56-	127980	8/31/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	200.36	200.36-	127980	8/31/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	195.73	195.73-	127980	8/31/23	0.00
		** TOTALS **	4,358.82	4,358.82-			0.00
01-003297	BLACKTOP SERVICE COMPANY	SALT PAD EXTENSION	29,820.00	0.00	000000	0/00/00	29,820.00
		** TOTALS **	29,820.00	0.00			29,820.00
01-003515	BOMGAARS	LAWN CARE SUPPLIES	12.99	0.00	000000	0/00/00	12.99
01-003515	BOMGAARS	SUPPLIES	15.98	0.00	000000	0/00/00	15.98
01-003515	BOMGAARS	CLEANER	21.98	0.00	000000	0/00/00	21.98
01-003515	BOMGAARS	FASTNERS	2.74	0.00	000000	0/00/00	2.74
01-003515	BOMGAARS	DOOR REPAIR PARTS	8.29	0.00	000000	0/00/00	8.29
01-003515	BOMGAARS	SUPPLIES	23.44	0.00	000000	0/00/00	23.44
01-003515	BOMGAARS	SUPPLIES	6.99	0.00	000000	0/00/00	6.99
01-003515	BOMGAARS	BATTERY CHARGER	199.99	0.00	000000	0/00/00	199.99
01-003515	BOMGAARS	SUPPLIES	44.99	0.00	000000	0/00/00	44.99
01-003515	BOMGAARS	SUPPLIES	22.99	0.00	000000	0/00/00	22.99
		** TOTALS **	360.38	0.00			360.38
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,540.73	3,540.73-	128004	9/07/23	0.00
		** TOTALS **	3,540.73	3,540.73-			0.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	405.00	0.00	000000	0/00/00	405.00
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	243.00	0.00	000000	0/00/00	243.00
01-003693	BRUNER & BRUNER	TOBACCO ENFORCEMENT	175.50	0.00	000000	0/00/00	175.50
01-003693	BRUNER & BRUNER	PUBLIC LIBRARY	162.00	0.00	000000	0/00/00	162.00
		** TOTALS **	985.50	0.00			985.50
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	35.00	35.00-	127990	8/31/23	0.00
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	42.00	0.00	000000	0/00/00	42.00
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	57.47	0.00	000000	0/00/00	57.47
01-004138	CAPITAL SANITARY SUPPLY	TOILET PAPER	62.63	0.00	000000	0/00/00	62.63
01-004138	CAPITAL SANITARY SUPPLY	PAPER TOWELS	175.30	0.00	000000	0/00/00	175.30
		** TOTALS **	372.40	35.00-			337.40
01-000747	CARROLL AUTO SUPPLY	#20 OIL CHANGE	29.06	0.00	000000	0/00/00	29.06
		** TOTALS **	29.06	0.00			29.06
01-004133	CARROLL BROADCASTING CO.	SUMMER'S END POOL PARTY	280.00	0.00	000000	0/00/00	280.00
		** TOTALS **	280.00	0.00			280.00

		=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====							
PAID ITEMS DATES	:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU	9/07/2023						
PARTIALLY ITEMS DATES:	:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU	9/07/2023						
UNPAID ITEMS DATES	:		8/25/2023 THRU 9/07/2023	8/25/2023 THRU	9/07/2023						
VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE	---
01-004155		CARROLL COUNTY		GASOLINE	6,828.03	0.00	000000	0/00/00		6,828.03	
				** TOTALS **	6,828.03	0.00				6,828.03	
01-004166		CARROLL COUNTY ISU EXTENS		ORNAMENTAL/TURF PEST	270.00	270.00-	127991	8/31/23		0.00	
				** TOTALS **	270.00	270.00-				0.00	
01-002977		CARROLL REFUSE SERVICE		AUGUST TRASH COLLECTIONS	13,145.32	13,145.32-	128003	9/07/23		0.00	
				** TOTALS **	13,145.32	13,145.32-				0.00	
01-004237		CARROLL VETERINARY CLINIC		OCT. DOG CARE CONTRACT	650.00	0.00	000000	0/00/00		650.00	
				** TOTALS **	650.00	0.00				650.00	
01-002998		CENTURYLINK		BACKUP PHONE LINE	158.37	158.37-	127915	8/28/23		0.00	
01-002998		CENTURYLINK		BACKUP PHONE LINE	69.38	69.38-	127916	8/28/23		0.00	
				** TOTALS **	227.75	227.75-				0.00	
01-001148		CERTIFIED TESTING SERVICE		REC CENTER IMPROVEMENTS	1,828.00	0.00	000000	0/00/00		1,828.00	
				** TOTALS **	1,828.00	0.00				1,828.00	
01-004137		CHAMBER OF COMMERCE		WELLNESS PROGRAM	2,605.00	0.00	000000	0/00/00		2,605.00	
				** TOTALS **	2,605.00	0.00				2,605.00	
01-002867		CINTAS FIRST AID & SAFETY		SAFETY SUPPLIES	144.59	0.00	000000	0/00/00		144.59	
				** TOTALS **	144.59	0.00				144.59	
01-003633		CLEANING SOLUTIONS INC		JULY LIBRARY CLEANING	3,120.00	3,120.00-	127982	8/31/23		0.00	
01-003633		CLEANING SOLUTIONS INC		AUGUST CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00		2,080.00	
01-003633		CLEANING SOLUTIONS INC		AUGUST PD CLEANING	624.00	0.00	000000	0/00/00		624.00	
01-003633		CLEANING SOLUTIONS INC		AUGUST REC CENTER CLEANING	2,184.00	0.00	000000	0/00/00		2,184.00	
				** TOTALS **	8,008.00	3,120.00-				4,888.00	
01-004835		COMMERCIAL SAVINGS BANK		FEDERAL WITHHOLDINGS	14,494.63	14,494.63-	001625	9/07/23		0.00	
01-004835		COMMERCIAL SAVINGS BANK		FICA WITHHOLDING	17,605.26	17,605.26-	001625	9/07/23		0.00	
01-004835		COMMERCIAL SAVINGS BANK		MEDICARE WITHHOLDING	5,468.64	5,468.64-	001625	9/07/23		0.00	
				** TOTALS **	37,568.53	37,568.53-				0.00	
01-004836		COMMUNITY OIL CO. INC.		BULK DEF	444.15	0.00	000000	0/00/00		444.15	
				** TOTALS **	444.15	0.00				444.15	
01-002071		COMPUTER REPAIR & SERVICE		ONBOARDING SERVICES	975.00	975.00-	127978	8/31/23		0.00	
01-002071		COMPUTER REPAIR & SERVICE		SONIC WALL AND 2 YR SUPPORT	2,475.00	2,475.00-	127978	8/31/23		0.00	
01-002071		COMPUTER REPAIR & SERVICE		ANTIVIRUS & ONBOARDING	932.50	932.50-	127978	8/31/23		0.00	
01-002071		COMPUTER REPAIR & SERVICE		RE-SETUP PRINTER	30.00	0.00	000000	0/00/00		30.00	

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES :	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	
PARTIALLY ITEMS DATES:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	
UNPAID ITEMS DATES :		8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER REPAIRS	180.00	0.00	000000 0/00/00	180.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER ISSUES	120.00	0.00	000000 0/00/00	120.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER REPAIRS	30.00	0.00	000000 0/00/00	30.00
		** TOTALS **	4,742.50	4,382.50-		360.00
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER MAINT.	2,125.87	0.00	000000 0/00/00	2,125.87
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER REPAIRS	185.25	0.00	000000 0/00/00	185.25
		** TOTALS **	2,311.12	0.00		2,311.12
01-003145	CORE AND MAIN LP	METERS	2,106.50	0.00	000000 0/00/00	2,106.50
01-003145	CORE AND MAIN LP	SUPPLIES	285.00	0.00	000000 0/00/00	285.00
01-003145	CORE AND MAIN LP	SUPPLIES	585.00	0.00	000000 0/00/00	585.00
		** TOTALS **	2,976.50	0.00		2,976.50
01-005395	D & K PRODUCTS	TURF CHEMICALS	1,424.39	0.00	000000 0/00/00	1,424.39
01-005395	D & K PRODUCTS	GRASS SEED	4,800.00	0.00	000000 0/00/00	4,800.00
		** TOTALS **	6,224.39	0.00		6,224.39
01-002648	D/R ELECTRIC INC.	BALLAST OVER STAIRS	120.00	120.00-	127979 8/31/23	0.00
01-002648	D/R ELECTRIC INC.	BOILER REPAIRS	1,247.19	0.00	000000 0/00/00	1,247.19
		** TOTALS **	1,367.19	120.00-		1,247.19
01-000854	DEARBORN NATIONAL	SEPT. LIFE INS. PREMIUMS	314.89	314.89-	127914 8/28/23	0.00
		** TOTALS **	314.89	314.89-		0.00
01-005615	DEMCO EDUCATIONAL CORP.	OPERATIONAL SUPPLIES	330.96	330.96-	127993 8/31/23	0.00
		** TOTALS **	330.96	330.96-		0.00
01-001965	DIANE TRACY	JULY OUTREACH/SRP MILEAGE	38.06	38.06-	127977 8/31/23	0.00
		** TOTALS **	38.06	38.06-		0.00
01-003618	DIRECT MAILER	NOTICE TO BIDDERS 408 W 7TH ST	48.00	0.00	000000 0/00/00	48.00
		** TOTALS **	48.00	0.00		48.00
01-006275	DREES OIL CO. INC.	DIESEL FUEL	1,437.39	0.00	000000 0/00/00	1,437.39
01-006275	DREES OIL CO. INC.	PROPANE	161.22	0.00	000000 0/00/00	161.22
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	952.23	0.00	000000 0/00/00	952.23
		** TOTALS **	2,550.84	0.00		2,550.84
01-003717	ELECTRONIC CONTRACTING CO	BRIVO CARD READERS	2,100.00	0.00	000000 0/00/00	2,100.00
		** TOTALS **	2,100.00	0.00		2,100.00
01-002627	ETHAN KATHOL	POSTAGE	3.19	3.19-	128002 9/07/23	0.00
		** TOTALS **	3.19	3.19-		0.00

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=====PAYMENT DATES=====
PAID ITEMS DATES : 8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES: 8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
=====POSTING DATES=====
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-008027	FAREWAY STORES	WATER FOR POOL EVENT	14.97	0.00	000000	0/00/00	14.97
01-008027	FAREWAY STORES	WATER FOR LIFEGUARDS	22.40	0.00	000000	0/00/00	22.40
01-008027	FAREWAY STORES	WATER FOR LIFEGUARDS	19.96	0.00	000000	0/00/00	19.96
		** TOTALS **	57.33	0.00			57.33
01-000633	FILTER CARE	FILTER CLEANING	141.35	0.00	000000	0/00/00	141.35
		** TOTALS **	141.35	0.00			141.35
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	992.00	0.00	000000	0/00/00	992.00
		** TOTALS **	992.00	0.00			992.00
01-003534	FUSEBOX MARKETING	SEPT. WEB MAINTENANCE	255.00	0.00	000000	0/00/00	255.00
		** TOTALS **	255.00	0.00			255.00
01-009315	GALLS INC.	UNIFORM SHIRTS	109.73	0.00	000000	0/00/00	109.73
01-009315	GALLS INC.	UNIFORM PANTS	133.91	0.00	000000	0/00/00	133.91
01-009315	GALLS INC.	PUDENZ BOOTS	91.25	0.00	000000	0/00/00	91.25
		** TOTALS **	334.89	0.00			334.89
01-009535	GENERAL RENTAL	CUTTING BLADES	12.50	0.00	000000	0/00/00	12.50
		** TOTALS **	12.50	0.00			12.50
01-001992	GOLF SERVICES LLC	SEPT. CLUBHOUSE MANAGER	4,100.00	0.00	000000	0/00/00	4,100.00
		** TOTALS **	4,100.00	0.00			4,100.00
01-004055	HAPPY FACES ENTERTAINMENT	MURDER MYSTERY PERFORMANCE	400.00	400.00-	127989	8/31/23	0.00
		** TOTALS **	400.00	400.00-			0.00
01-011831	HY-VEE INC.	PROGRAM REFRESHMENTS	33.21	33.21-	127994	8/31/23	0.00
		** TOTALS **	33.21	33.21-			0.00
01-003649	ICE TECHNOLOGIES INC	OFF-BOARDING	184.00-	184.00	127983	8/31/23	0.00
01-003649	ICE TECHNOLOGIES INC	OFF-BOARDING	740.00	740.00-	127983	8/31/23	0.00
		** TOTALS **	556.00	556.00-			0.00
01-012665	IMFOA	FALL IMFOA CONF. REGISTRATION	150.00	0.00	000000	0/00/00	150.00
01-012665	IMFOA	IMFOA PRE-CONF. REGISTRATION	76.50	76.50-	000000	9/07/23	0.00
		** TOTALS **	226.50	76.50-			150.00
01-012540	IMWCA	WORK COMP #3	10,421.00	0.00	000000	0/00/00	10,421.00
		** TOTALS **	10,421.00	0.00			10,421.00
01-012552	INDUSTRIAL BEARING SUPP.	BELT	4.96	0.00	000000	0/00/00	4.96

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES	: 8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	
PARTIALLY ITEMS DATES:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	
UNPAID ITEMS DATES	:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
** TOTALS **			4.96	0.00		4.96
01-003982	IOWA INFORMATION MEDIA GR	JULY NEWSPAPER ADS	75.00	75.00-	127987 8/31/23	0.00
01-003982	IOWA INFORMATION MEDIA GR	REQUEST FOR BIDS 408 W 7TH	31.00	0.00	000000 0/00/00	31.00
01-003982	IOWA INFORMATION MEDIA GR	LEGAL PUBLICATIONS	307.79	0.00	000000 0/00/00	307.79
** TOTALS **			413.79	75.00-		338.79
01-012666	IOWA ONE CALL	JULY 2023 LOCATES	140.90	0.00	000000 0/00/00	140.90
** TOTALS **			140.90	0.00		140.90
01-012604	IOWA PEACE OFFICERS ASSOC	MEMBERSHIP DUES	450.00	0.00	000000 0/00/00	450.00
** TOTALS **			450.00	0.00		450.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	810.00	0.00	000000 0/00/00	810.00
** TOTALS **			810.00	0.00		810.00
01-013917	JEO CONSULTING GROUP INC.	HSPS PUMP REPLACEMENT	14,258.70	0.00	000000 0/00/00	14,258.70
01-013917	JEO CONSULTING GROUP INC.	2023 WATERMAIN REPLACEMENT	3,800.00	0.00	000000 0/00/00	3,800.00
01-013917	JEO CONSULTING GROUP INC.	GC IRRIGATION BOOSTER STATION	8,584.40	0.00	000000 0/00/00	8,584.40
01-013917	JEO CONSULTING GROUP INC.	WEST ST/GC PROPERTY	11,235.00	0.00	000000 0/00/00	11,235.00
** TOTALS **			37,878.10	0.00		37,878.10
01-013429	JERICO SERVICES INC.	CALCIUM CHLORIDE DUST CONTROL	229.13	0.00	000000 0/00/00	229.13
** TOTALS **			229.13	0.00		229.13
01-004056	JOHN A STREUFERT	PIANO TUNING	114.00	0.00	000000 0/00/00	114.00
** TOTALS **			114.00	0.00		114.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	60.16	0.00	000000 0/00/00	60.16
** TOTALS **			60.16	0.00		60.16
01-002378	LAYNE CHRISTENSEN COMPANY	WELL #19 REHABILITATION	9,685.00	0.00	000000 0/00/00	9,685.00
** TOTALS **			9,685.00	0.00		9,685.00
01-003301	LIBRARY FURNITURE INTERNA	SHELF DIVIDERS	827.70	827.70-	127981 8/31/23	0.00
** TOTALS **			827.70	827.70-		0.00
01-002993	MC CLURE ENGINEERING CO.	ADAMS ST RECONSTRUCTION	1,036.00	0.00	000000 0/00/00	1,036.00
** TOTALS **			1,036.00	0.00		1,036.00
01-017220	MC FARLAND CLINIC PC	PRE-EMPLOY PHYSICAL - POSTEL	54.00	0.00	000000 0/00/00	54.00
** TOTALS **			54.00	0.00		54.00
01-003966	MICROBAC LABORATORIES INC	BAC-T & CHLORINE	75.00	0.00	000000 0/00/00	75.00


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=====PAYMENT DATES=====
PAID ITEMS DATES : 8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES: 8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
=====POSTING DATES=====
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
8/25/2023 THRU 9/07/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	75.00	0.00			75.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	55,259.82	55,259.82-	128006	9/07/23	0.00
		** TOTALS **	55,259.82	55,259.82-			0.00
01-017585	MIDWEST WHOLESALE BLDG PR	SAND MIX	13.50	0.00	000000	0/00/00	13.50
		** TOTALS **	13.50	0.00			13.50
01-017730	MOORHOUSE READY MIX CO.	ROW 311 S MAIN ST	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	WATERMAIN BREAK HILLCREST	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	ROW 1515 SALINGER	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	MAIN & RANDALL RD PATCH	549.50	0.00	000000	0/00/00	549.50
01-017730	MOORHOUSE READY MIX CO.	18TH & BIRCH PATCH	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	TODD TERRACE PATCH	1,256.00	0.00	000000	0/00/00	1,256.00
01-017730	MOORHOUSE READY MIX CO.	TODD TERRACE PATCH	1,295.25	0.00	000000	0/00/00	1,295.25
		** TOTALS **	4,984.75	0.00			4,984.75
01-003529	MURRAY'S WELDING	PARK EQUIPMENT REPAIRS	113.00	0.00	000000	0/00/00	113.00
		** TOTALS **	113.00	0.00			113.00
01-001301	NEW COOPERATIVE INC	CHEMICALS	383.24	383.24-	127976	8/31/23	0.00
		** TOTALS **	383.24	383.24-			0.00
01-020203	OFFICE STOP	COPY PAPER	250.00	0.00	000000	0/00/00	250.00
		** TOTALS **	250.00	0.00			250.00
01-003701	OLSEM PLUMBING, LLC	AC REPAIRS	248.34	0.00	000000	0/00/00	248.34
		** TOTALS **	248.34	0.00			248.34
01-001949	PERFORMANCE TIRE & SERVIC	#16 TIRE REPAIRS	33.86	0.00	000000	0/00/00	33.86
01-001949	PERFORMANCE TIRE & SERVIC	#18 TIRE REPAIRS	29.96	0.00	000000	0/00/00	29.96
01-001949	PERFORMANCE TIRE & SERVIC	FUEL SYSTEM REPAIRS	197.76	0.00	000000	0/00/00	197.76
01-001949	PERFORMANCE TIRE & SERVIC	TOWER 8 TIRES	1,608.28	0.00	000000	0/00/00	1,608.28
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	29.96	0.00	000000	0/00/00	29.96
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE	40.23	0.00	000000	0/00/00	40.23
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE	37.46	0.00	000000	0/00/00	37.46
01-001949	PERFORMANCE TIRE & SERVIC	#17 BRAKES AND OIL CHANGE	247.66	0.00	000000	0/00/00	247.66
01-001949	PERFORMANCE TIRE & SERVIC	#19 OIL CHANGE	59.07	0.00	000000	0/00/00	59.07
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	59.49	0.00	000000	0/00/00	59.49
01-001949	PERFORMANCE TIRE & SERVIC	TIRES	164.00	0.00	000000	0/00/00	164.00
01-001949	PERFORMANCE TIRE & SERVIC	#23 TIRE REPAIRS	58.85	0.00	000000	0/00/00	58.85
		** TOTALS **	2,566.58	0.00			2,566.58
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,936.90	1,936.90-	127918	8/28/23	0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES	: 8/25/2023 THRU 9/07/2023	8/25/2023 THRU	9/07/2023	8/25/2023 THRU	9/07/2023		
PARTIALLY ITEMS DATES:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU	9/07/2023	8/25/2023 THRU	9/07/2023		
UNPAID ITEMS DATES	:	8/25/2023 THRU	9/07/2023	8/25/2023 THRU	9/07/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
		** TOTALS **	1,936.90	1,936.90-			0.00
01-004030	RASCH CONSTRUCTION INC	ADAMS ST. RECONSTRUCTION #3	438,709.60	0.00	000000	0/00/00	438,709.60
		** TOTALS **	438,709.60	0.00			438,709.60
01-023640	RAY'S REFUSE SERVICE	AUGUST GARBAGE PICKUP	1,560.06	0.00	000000	0/00/00	1,560.06
01-023640	RAY'S REFUSE SERVICE	AUGUST TRASH COLLECTIONS	36,857.35	36,857.35-	128007	9/07/23	0.00
		** TOTALS **	38,417.41	36,857.35-			1,560.06
01-023815	REGION XII COG	FY 24 HOUSING TRUST FUND	2,000.00	0.00	000000	0/00/00	2,000.00
01-023815	REGION XII COG	AUGUST TAXI PROGRAM DONATIONS	490.00	490.00-	128008	9/07/23	0.00
		** TOTALS **	2,490.00	490.00-			2,000.00
01-023819	REMEDY GLASS LLC	GLASS OFFICE WINDOW REPLACEMEN	685.80	685.80-	127995	8/31/23	0.00
		** TOTALS **	685.80	685.80-			0.00
01-025110	SECRETARY OF STATE	NOTARY FEE - NABERHAUS	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	30.00	0.00			30.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	68.17	0.00	000000	0/00/00	68.17
01-025250	SHERWIN WILLIAMS CO.	DOOR FRAME PAINT	112.96	0.00	000000	0/00/00	112.96
01-025250	SHERWIN WILLIAMS CO.	DOOR FRAME PAINT	112.96	0.00	000000	0/00/00	112.96
		** TOTALS **	294.09	0.00			294.09
01-000155	SHIVE HATTERY INC	MERCHANT PARK IMPROVEMENTS	21,245.90	0.00	000000	0/00/00	21,245.90
		** TOTALS **	21,245.90	0.00			21,245.90
01-004000	SIGMA CONTROLS INC	LEVEL SENSOR REBUILD	1,322.63	0.00	000000	0/00/00	1,322.63
		** TOTALS **	1,322.63	0.00			1,322.63
01-004178	SOLID WASTE MANAGEMENT CO	DISPOSAL FEE - ROOF MATERIAL	16.45	16.45-	127992	8/31/23	0.00
01-004178	SOLID WASTE MANAGEMENT CO	OCT-DEC ASSESSMENT	30,745.00	0.00	000000	0/00/00	30,745.00
		** TOTALS **	30,761.45	16.45-			30,745.00
01-028180	STATE HYGIENIC LABORATORY	BACTERIA SAMPLE ADAMS ST	87.00	0.00	000000	0/00/00	87.00
		** TOTALS **	87.00	0.00			87.00
01-000322	STATE LIBRARY OF IOWA	2023 LEARNING CIRCUIT JOHNSON	40.00	40.00-	127975	8/31/23	0.00
		** TOTALS **	40.00	40.00-			0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	33.60	33.60-	127996	8/31/23	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	196.91	196.91-	127996	8/31/23	0.00
01-025880	STONE PRINTING CO.	SOAP FOR CLUBHOUSE	114.99	0.00	000000	0/00/00	114.99
01-025880	STONE PRINTING CO.	CHAIR MAT AND OFFICE SUPPLIES	112.12	0.00	000000	0/00/00	112.12

PAID ITEMS DATES	: 8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :		8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	FOLDERS	39.99	0.00	000000	0/00/00	39.99
01-025880	STONE PRINTING CO.	FOLDERS	319.90	0.00	000000	0/00/00	319.90
01-025880	STONE PRINTING CO.	LEDGER CARDS FOR METERS	86.40	0.00	000000	0/00/00	86.40
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	188.25	0.00	000000	0/00/00	188.25
		** TOTALS **	1,092.16	230.51-			861.65
01-002682	STOREY KENWORTHY/MATT PAR	LASER CHECKS	326.30	0.00	000000	0/00/00	326.30
		** TOTALS **	326.30	0.00			326.30
01-004016	TRIVISTA	BATTERY FIRE TRUCK	767.10	0.00	000000	0/00/00	767.10
01-004016	TRIVISTA	#23 BREAKERS	25.68	0.00	000000	0/00/00	25.68
01-004016	TRIVISTA	#23 VALVE PARKING BRAKE	254.13	0.00	000000	0/00/00	254.13
		** TOTALS **	1,046.91	0.00			1,046.91
01-028174	UNITED STATES CELLULAR	CELL PHONES	178.61	178.61-	127997	8/31/23	0.00
		** TOTALS **	178.61	178.61-			0.00
01-028435	UTILITY EQUIPMENT COMPANY	CLAMPS AND BOLTS	754.01	0.00	000000	0/00/00	754.01
		** TOTALS **	754.01	0.00			754.01
01-028814	VAN METER COMPANY	ELECTRICAL SUPPLIES	109.96	0.00	000000	0/00/00	109.96
		** TOTALS **	109.96	0.00			109.96
01-029010	VEENSTRA & KIMM INC.	ANAEROBIC DIGESTER EVALUATION	5,950.00	0.00	000000	0/00/00	5,950.00
		** TOTALS **	5,950.00	0.00			5,950.00
01-003962	WENDY JOHNSON	MAKERS SPACE STEM SUPPLIES	291.00	291.00-	127985	8/31/23	0.00
		** TOTALS **	291.00	291.00-			0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 8/23/2023	41.54	41.54-	127917	8/28/23	0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 8/30/2023	58.65	58.65-	127986	8/31/23	0.00
		** TOTALS **	100.19	100.19-			0.00
01-003722	ISOLVED BENEFIT SERVICES	AUG. FLEX SPENDING FEES	90.00	90.00-	000000	9/07/23	0.00
		** TOTALS **	90.00	90.00-			0.00

* Payroll Expense 197,148.72

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES:	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :		8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	376,957.60	376,957.60CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,448,040.59	0.00	1,448,040.59
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	1,824,998.19	376,957.60CR	1,448,040.59

U N P A I D R E C A P

UNPAID INVOICE TOTALS	1,448,040.59
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	1,448,040.59

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
PARTIALLY ITEMS DATES :	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023
UNPAID ITEMS DATES :		8/25/2023 THRU 9/07/2023	8/25/2023 THRU 9/07/2023

FUND TOTALS

001	GENERAL FUND	229,371.34
010	HOTEL/MOTEL TAX	489.33
110	ROAD USE TAX FUND	9,895.94
168	LIBRARY TRUST FUND	200.36
178	CRIME PREV/SPEC PROJECTS	175.50
304	C.P. STREETS	450,980.60
311	C.P.-PARKS & RECREATION	29,830.30
313	C.P. - REC CENTER BLDG	799,194.35
314	C.P.-STREETS MAINT BLDG	29,820.00
600	WATER UTILITY FUND	33,744.70
602	WATER UTILITY CAP. IMP.	18,075.81
610	SEWER UTILITY FUND	19,806.35
612	SEWER UTILITY CAP. IMP.	5,950.00
850	MEDICAL INSURANCE FUND	314.89
	* PAYROLL EXPENSE	197,148.72

GRAND TOTAL 1,824,998.19

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Laura Schaefer, City Clerk/Finance Director *lao*
DATE: September 7, 2023
SUBJECT: Infill Housing Incentive Application

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

Applicant: H & H Custom Homes
Property Location: 1001 Northridge
Estimated Building Value: \$319,400

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 3 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: _____

Legal Description or Parcel Number: North Ridge ~~Block 5~~

Phase 3 Block 5 Lot 9

Applicant: H+H Custom Homes

Address: 4079 NE 62nd Ave

City: Ankeny State: Iowa

Phone: 515-681-8600

Current Property Value (from assessor's records)

Land: \$ 65,000 Building(s): \$ 319,400

Brief Description of Project: New Build

Estimated Cost of Actual Building Improvements: \$ _____

Start Date: 9-12-23

Estimated or Actual Completion Date: 3-11-23


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:  member Date Signed: 9-6-23

City Council Action:

Approved Date: _____

Disapproved Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 9/06/2023

PERMIT #: 230308

DATE ISSUED: 9/06/2023

PROJECT ADDRESS: 1001 NORTHRIDGE DR
LOCATION: 1001 NORTHRIDGE DR
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: H&H CUSTOM HOMES
ADDRESS: 4079 NE 62ND AVE
CITY: ANKENY
STATE: IA
ZIP: 50021-9491
PHONE:

CONTRACTOR: H&H CUSTOM HOMES
ADDRESS: 4079 NE 62ND AVE
CITY: ANKENY
ST: IA
ZIP: 50021-9491
PHONE:

VALUATION: \$ 350,000.00
WORK: RESIDENTIAL NEW
PROP.USE
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE	DESCRIPTION	AMOUNT
BL ISSUE	BUILDING ISSUE FEE	\$1,066.00
CONST WTR	CONSTRUCTION WATER	\$ 42.00
	TOTAL	\$1,108.00

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)

DATE

(APPROVED BY)

DATE

DATE 9-6-23

PERMIT NO. 230308

BUILDING PERMIT APPLICATION

CITY OF CARROLL, IOWA

Job Address Lot 9 Block 5 Northridge 4 Subdivision Phase 3 1001 Northridge Dr

Legal Description - (include lot no., block no.) OR Parcel ID Number (found on property tax record)

Owner	Mailing Address	Phone
-------	-----------------	-------

Contractor <u>H+H Custom Homes</u>	Mailing Address <u>4079 NE 62nd Ave Ankeny IA</u>	License No. <u>C14694</u>	Phone <u>515-681-8606</u>
---------------------------------------	--	------------------------------	------------------------------

Architect or Designer	Mailing Address <u>50021</u>	License No.	Phone
-----------------------	---------------------------------	-------------	-------

Use of Building
Residential

Description of Work
New Construction

Dimensions of Proposed Building or Structure
70 Length 38 Width 18 Height Other

Airport Airspace Zoning Approved? Yes No NA

****REVIEW NOTICE & SIGN BELOW****

ATTACH BLUE PRINTS AND SITE PLAN

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 COMMENCED.
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION 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. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE THE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Valuation of Work	\$ <u>350,000.⁰⁰</u>
Permit Fee	\$ <u>1,066.⁰⁰</u>
Additional Fees:	
Plan Check Fee	\$
Sewer Connection	\$
Water Connection	\$ <u>42.⁰⁰</u>
Other	\$

TOTAL AMOUNT DUE

1,108.⁰⁰

Signature of owner or authorized agent _____ Date _____

Plumbing Permit # _____
 Mechanical Permit # _____
 Electrical Permit # _____
 R.O.W. Permit # _____

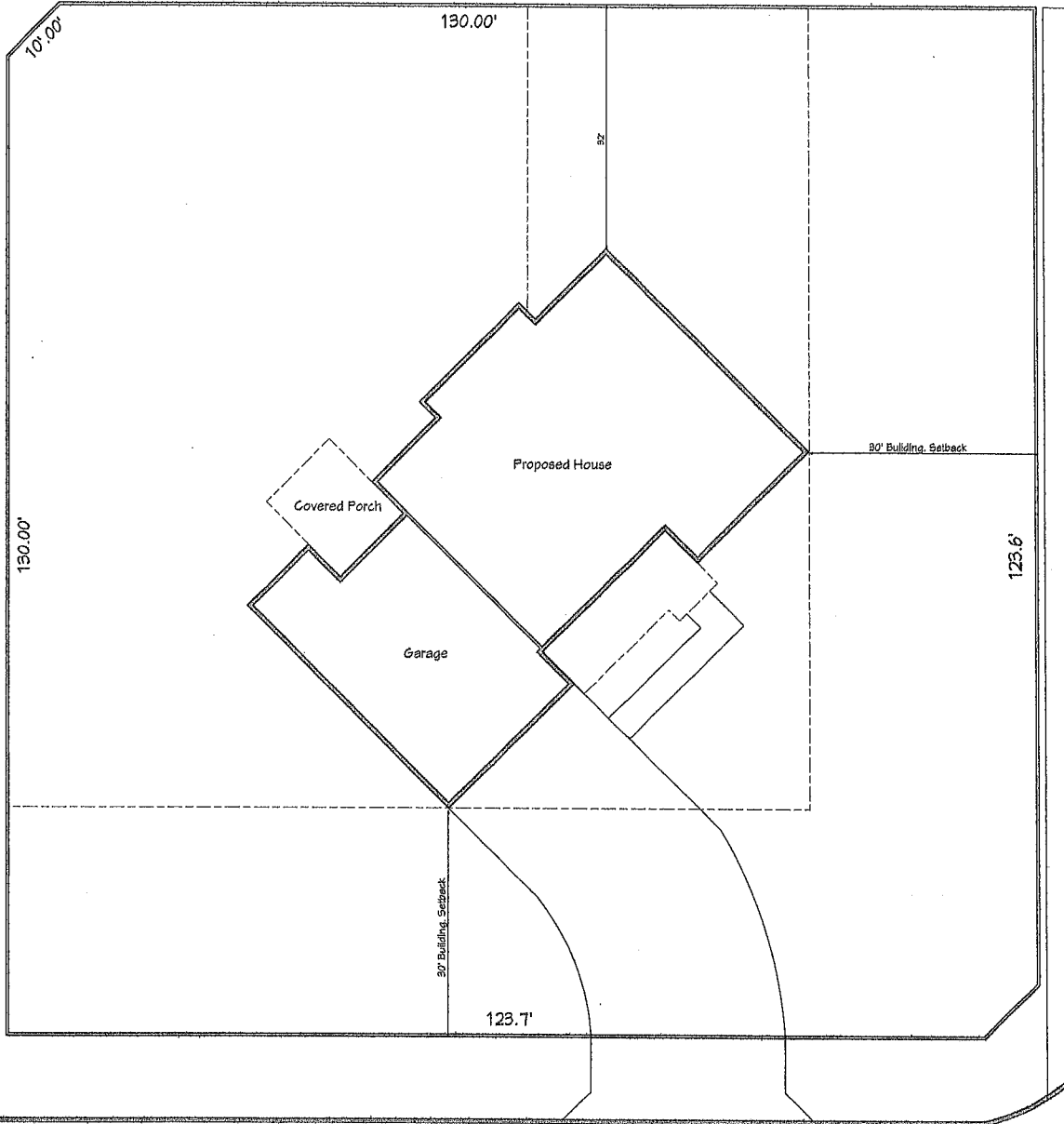
WHEN PROPERLY APPROVED BELOW THIS IS YOUR PERMIT

Application accepted by:
PERRY JOHNSON

Date:
9-4-23

Approved by:
[Signature]

LOT 9, BLOCK 5
NORTHRIDGE 4TH SUBDIVISION, PHASE 3
CARROLL, IOWA



WOODLAND DRIVE

NORTHRIDGE DRIVE

SITE PLAN

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: August 29, 2023
SUBJECT: Merchants Park Baseball Stadium Project - 2023
Construction Materials Testing Proposal

The 2023 Merchants Park Baseball Stadium Project specifications include construction materials testing to be provided by the City of Carroll. Certified Testing Services, Inc (CTS) was retained to prepare the Geotechnical Engineering Report for the project design. A proposal to provide construction materials inspection and testing has been requested and received from CTS.

CTS proposes to perform soils, concrete, steel and masonry testing throughout the duration of the project. CTS fees for the testing are proposed as hourly plus expenses with an estimate of \$5,800.00 to \$6,500.00.

RECOMMENDATION: Mayor and City Council consideration of the Resolution approving the Proposal from Certified Testing Services, Inc. for Construction Materials Inspection and Testing for the 2023 Merchants Park Baseball Stadium Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CARROLL AND CERTIFIED TESTING SERVICES, INC.

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

WHEREAS, the Professional Services Agreement between the City of Carroll and Certified Testing Services to provide construction materials inspection and testing for upgrades to the Merchants Park Baseball Stadium in Carroll is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Professional Services Agreement Between the City of Carroll and Certified Testing Services, Inc. attached as Exhibit "A", be authorized, and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 11th day of September 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Certified Testing Services, Inc.

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

Attn: Mr. Chad Tiemeyer, Director of Parks and Rec.
City of Carroll Parks and Rec.
112 E. 5th St.
Carroll, IA 51401

August 29, 2023

Re: Construction Materials Testing
Merchants Park Improvements
Dugout/Netting/Bleachers
Carroll, IA

Dear Mr. Tiemeyer,

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

CTS is more familiar with the soils conditions in the Carroll Iowa area than any other testing firm as well as having several other projects in Carroll and the surrounding area, therefore making us a valuable partner towards the successful completion of this project.

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

For the concrete portion of the project, we anticipate ten to twelve trips for concrete testing. Four cylinders are anticipated and we expect 40 to 48 cylinders will be taken. Fees include trip charges, concrete cylinders and reporting.

Carroll Merchants Park Improvements
Carroll, IA
August 29, 2023

Based on the above quantities our fees for this project will be approximately \$5,800.00 to \$6,500.00. This estimate is based on the information provided to CTS at the time of the estimate. Any additional services will be charged per the attached Fee Schedule.

CTS realizes some overtime may be required on our part to facilitate progress of the projects. **Our hourly rates and unit fees will not increase for our overtime involvement for these projects, and costs for nuclear density testing are also included in our hourly rate.**

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

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

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Dana R. Siefer
Assistant Division Manager
DRS/grj



Gary R. Jackson, S.E.
Division Manager

Carroll Merchants Park Improvements
Carroll, IA
August 29, 2023

FEE SCHEDULE FOR MERCHANT PARK IMPROVEMENTS PROJECT

Vehicle Fee	per trip	\$ 88.00
Geotechnical Engineer	per hour	\$ 150.00
Project Manager	per hour	\$ 130.00
Concrete/Soils Technician	per hour	\$ 68.00
Standard Proctor	each	\$ 150.00
Compressive Strength of Concrete Cylinders	each	\$ 18.00
Entry and Curing Charge for Spare Cylinders	each	\$ 15.00
Concrete Test Cylinder Molds	each	\$ 2.50
Report Preparation	per hour	\$ 36.00

AGREED TO THIS _____ DAY OF _____

BY: _____

TITLE: _____

FIRM: _____

GENERAL CONDITIONS

TESTING AND OBSERVATION SERVICES

SECTION 1: Scope of Work

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

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

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

SECTION 2: Personnel Responsibility

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

SECTION 3: Meaning of "Observation"

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

SECTION 4: Accuracy of Test Locations and Elevations

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

SECTION 5: Degree of Certainty of Compliance

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

SECTION 6: Unanticipated Hazardous Materials

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

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

SECTION 7: Reports and Invoices

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

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

SECTION 8: Ownership of Documents

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

SECTION 9: Confidentiality

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

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

SECTION 10: Standard of Care

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

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

SECTION 11: Subpoenas

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

SECTION 12: Limitation of Liability

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

SECTION 13: Insurance and Indemnity

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

SECTION 14: Termination

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

SECTION 15: Precedence

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



Certified Testing Services, Inc.

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

RPC 07-1424

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: September 5, 2023

SUBJECT: Water Distribution Main Replacements – 2023

- Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost
- Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

On August 11, 2023, plans, specifications, form of contract and estimated cost for the Water Distribution Main Replacements – 2023 project were filed by JEO Consulting Group, Inc. The plans, specifications, form of contract and estimated cost are generally described as follows:

PLANS

The plans detail the construction of water distribution main replacements at the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
East Street	1 st Street	2 nd Street
Grant Road	U.S. Highway 30	7 th Street
U.S. Highway 30	Grant Road	700' E. of Vine Street

The project locations are illustrated on the attached plan cover sheet.

SPECIFICATIONS

The specifications further detail the construction of the distribution mains and associated improvements. The specifications are the Statewide Urban Specifications, Supplemental Specifications and Special Provisions.

FORM OF CONTRACT

The form of contract is the Statewide Urban Design and Specification sample form.

Water Distribution Main Replacements – 2023
Public Hearing . . . Estimated Cost
Consideration of Adoption . . . Estimated Cost
September 5, 2023
Page 2

ESTIMATED COST

The estimated construction cost is \$653,630.00.

Based on the estimated construction cost, the current project cost estimate is as follows:

Design	\$70,400.00
Construction	<u>\$653,630.00</u>
Total	\$724,030.00

Proposed Funding for the project is as follows:

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

The project schedule is anticipated as follows:

Bid Receipt and Opening	September 19, 2023
Bid Award Consideration	September 25, 2023
Stage 1 (Group A – East St.) 2023 Completion	November 15, 2023
Stage 1 2024 Construction Start	April 1, 2024
Stage 2 (Group B – Grant Rd., U.S. 30) Construction Start	April 1, 2024
Stage 1 2024 Completion	October 1, 2024
Stage 2 2024 Completion	October 1, 2024

RECOMMENDATION: Mayor and City Council conduction of the required public hearing and consideration of adoption of the plans, specifications, form of contract and estimated cost of the Water Distribution Main Replacements – 2023 project

RMK:ds

attachments (2)

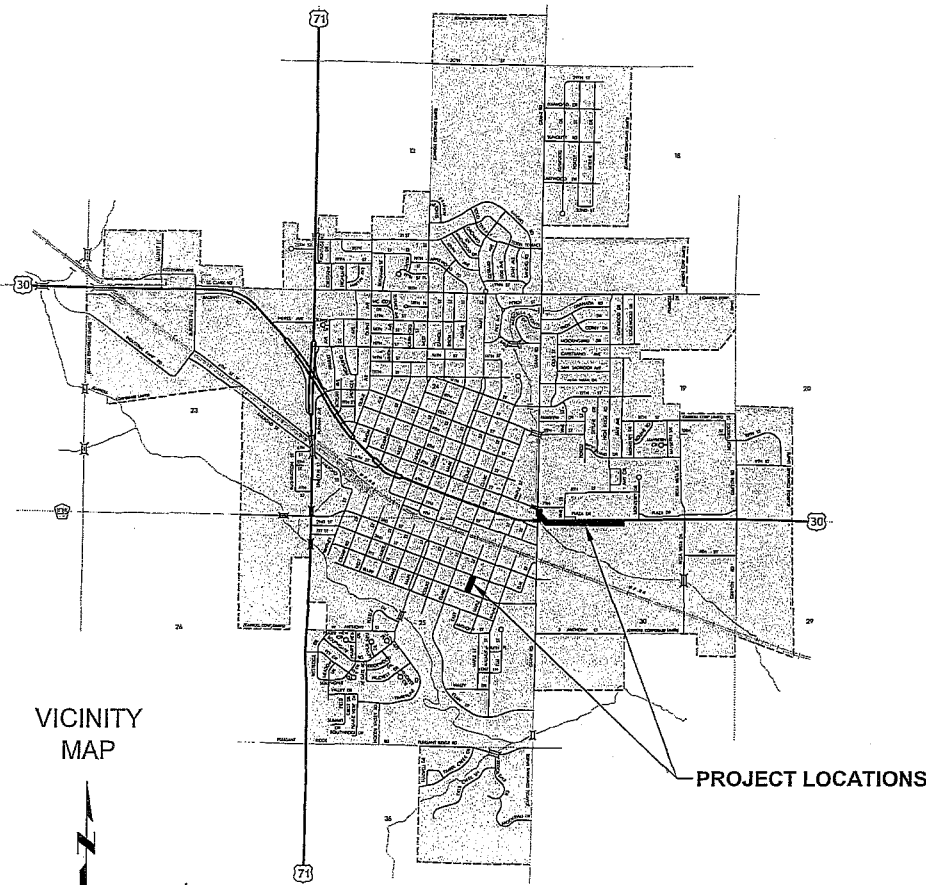
CITY OF CARROLL, IOWA JEO PROJECT NUMBER: 220311

WATER DISTRIBUTION MAIN REPLACEMENTS - 2023 LETTING DATE: 9/19/2023

WATER DISTRIBUTION MAIN REPLACEMENTS 2023 CARROLL, IOWA



INDEX OF SHEETS	
NO.	TITLE
A.01	COVER SHEET
A.02	SYMBOLS SHEET
A.03	FLUSHING MAP
C.01	ESTIMATED QUANTITIES
C.02	GENERAL NOTES
D.01 - D.05	PLAN & PROFILE SHEETS
G.01	HORIZONTAL ALIGNMENT AND CONTROL SHEET
U.01	WATER MAIN DETAILS
12	TOTAL NUMBER OF SHEETS



VICINITY
MAP

PROJECT LOCATIONS



113

THE SUDAS STANDARD SPECIFICATIONS, 2020 EDITION, PLUS CURRENT AMENDMENTS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT

THE FOLLOWING FIGURES SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT

Number	Date	Number	Date	Number	Date
3010.101	4/20/2021	7030.205	10/20/2015		
3010.104	4/20/2021	7030.207	10/18/2012		
4020.211	4/17/2018	7030.210	10/18/2012		
5010.101	10/18/2016	7040.101	10/17/2017		
5010.102	10/18/2016	7040.102	10/17/2017		
5010.901	10/21/2014	8030.101	10/17/2017		
5020.201	4/18/2017	8030.102	10/17/2017		
7010.101	4/18/2022	8030.104	10/17/2017		
7010.904	10/18/2010	8030.117	10/17/2017		
7030.101	1/1/2020	8030.118	10/18/2017		
7030.204	10/20/2015				

CITY OF CARROLL, IOWA
REVIEWED

Randall M. Krauel 08-08-23

RANDALL M. KRAUEL, PE DATE
DIRECTOR OF PUBLIC WORKS

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

(signature) *Tyler Doane* 08/2023
(date)

Printed or typed name: Tyler Doane
License Number: 24592
My license renewal date is December 31, 2023

Pages or sheets covered by this seal:
ALL SHEETS

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2023 PROJECT.

WHEREAS, plans, specifications, form of contract and estimated cost were filed for the construction of public improvements described in general as Water Distribution Main Replacements – 2023; and,

WHEREAS, a public hearing on the plans, specifications, form of contract and estimated cost for said improvements was conducted by the City Council of the City of Carroll, Iowa; and,

WHEREAS, the City Council has determined that the plans, specifications, form of contract and estimated cost are in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that said plans, specifications, form of contract and estimated cost are hereby adopted as the plans, specifications, form of contract and estimated cost for the Water Distribution Main Replacements – 2023 project.

Passed and approved by the Carroll City Council this 11th day of September, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: September 6, 2023

SUBJECT: Rolling Hills South Condominiums Second Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.
- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Rolling Hills South Condominiums Second Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

704 Development Corp. has developed the Rolling Hills south area and they are proposing another addition to that area. The infrastructure cost for the area is approximately \$800,000 dollars. Mr. Greteman is proposing that the City rebate to the Corporation \$640,000 for the infrastructure. The new street will increase the available lots within the City to 20 new buildable lots. Mr. Greteman is planning on putting 15 new single-family homes and 10 duplexes on these new lots. In the proposed Urban Renewal (UR) Plan, 12 lots that have not been built on have also been added to this new UR area. This will allow more increment to be added to the tax increment finance (TIF) and be able to ensure that the commitment of the City is met.

The City has been working with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to prepare a development agreement with 704 Development Corp. and create an UR plan. Attached are two resolutions to start the process to approve the development agreement and proposed UR plan. The development agreement resolution sets a public hearing for October 23, 2023. The development agreement is attached.

The UR Plan resolution accomplishes a number of legally required steps in this process including:

- (i) setting the date for a consultation with all affected tax entities (September 20),
- (ii) designating the City Manager as the representative for the city for the consultation,
- (iii) directing a copy of the notice and plan be mailed to all affected taxing entities (Carroll County and Carroll Community School District),
- (iv) directing the Plan be submitted to the Planning and Zoning Commission for a recommendation as to the conformity of the Plan to the City's Comprehensive Plan (October 11),
- (v) setting a public hearing for the proposed plan (October 23),
- (vi) directing notice of public hearing to be published, and
- (vii) directing a copy of the proposed plan be on file in the City Clerk's office for inspection.

Upon Council approval of the attached UR Plan resolution, consultation with the affected taxing entities will be scheduled for September 20, 2023 at 11 AM and public hearing and adoption of the proposed UR plan to be held at the October 23, 2023 Council meeting. After approving the UR plan, the Council would need to

adopt an ordinance to create a new TIF district in order to collect TIF from the newly created UR area. That ordinance will be brought to the Council at the appropriate time.

RECOMMENDATION: Council consideration and approval of the following resolutions:

1. Resolution fixing a date for a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp.
2. Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Rolling Hills South Condominiums Second Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

September 11, 2023

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: _____

* * * * *

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

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

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

WHEREAS, this Council proposes to consider, on October 23, 2023, whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approve and adopt the Rolling Hills South Condominiums Second Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Rolling Hills South Condominiums Second Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, when adopted, would be filed in the office of the Recorder of Carroll County; and

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

WHEREAS, the City has received a proposal from 704 Development Corp. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement), including 25 Housing Units, Infrastructure Improvements to serve the Housing Units (as further described in the Agreement), and all related site improvements, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), all as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make up to ten (10) annual payments of Economic Development Grants to Developer, in the amount of 62.89% of the Tax Increment generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19 (with the City setting aside 37.11% of the Tax Increments into the City's LMI Fund, consistent with Iowa Code Section 403.22); starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending after (i) ten (10) annual Grants have been paid, (ii) the maximum cumulative total of the Grants has been paid, or (iii) the Agreement is terminated pursuant to its terms, whichever is sooner; the maximum cumulative total for all Grants not to exceed the lesser of (i) the amount of the Developer's certified costs and expenses in constructing the Infrastructure Improvements, (ii) \$640,000, or (iii) the amount of Tax Increment collected pursuant to the formula and schedule set forth in the Agreement's terms; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is

a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development 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; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M. on October 23, 2023, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with 704 Development Corp.

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

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

(One publication required)

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

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on October 23, 2023, at 5:15 P.M. in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with 704 Development Corp. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement), including 25 Housing Units, Infrastructure Improvements to serve the Housing Units (as further described in the Agreement), and all related site improvements, on certain real property located within the Rolling Hills South Condominiums Second Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would further obligate the City to make up to 10 annual payments of Economic Development Grants to Developer in the amount of 62.89% of the Tax Increment generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19 (with the City setting aside 31.77% of the Tax Increments into the City's LMI Fund, consistent with Iowa Code Section 403.22), under the terms and following satisfaction of the conditions set forth in the Agreement. The Grants would start the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and would end after: (i) 10 annual Grants have been paid, (ii) the maximum cumulative total of the Grants has been paid, or (iii) the Agreement terminates pursuant to its terms, whichever is sooner. The maximum cumulative total for all Grants is not to exceed the lesser of (i) the amount of the Developer's certified costs and expenses in constructing the Infrastructure Improvements, (ii) \$640,000, or (iii) the amount of Tax Increment collected pursuant to the formula and schedule set forth in the Agreement's terms.

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

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

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

Dated this _____ day of _____, 2023.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 11th day of September, 2023.

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 12th day of September, 2023.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02250212-1\10275-091

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF CARROLL, IOWA

AND

704 DEVELOPMENT CORP.

_____, 2023

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter the “Agreement”), is made on or as of the _____ day of _____, 2023, 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, 2023, 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 October 23, 2023 will adopt or has adopted the Rolling Hills South Condominiums Second 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 Second 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 Second 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, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the Agreement is executed by both parties.

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 Second 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 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or Infrastructure 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 or installation of streets, sanitary sewer, storm sewer, and water infrastructure to be completed by Developer on the Development Property to allow for the development of the Housing Units 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 Second Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

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 Second 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.

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 Second 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 11.9 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 Second Urban Renewal Area.

Urban Renewal Plan means the Rolling Hills South Condominiums Second Urban Renewal Plan, as may be amended, approved in respect of the Rolling Hills South Condominiums Second 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 shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan, 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 3.4 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 December 31, 2024, and construction of all the Housing Units shall be complete on or before December 31, 2030.

k. The Developer anticipates that the Project shall require an investment of approximately \$8,000,000, and that the portion of the Project's costs for the construction of the Infrastructure Improvements will be at least \$640,000.

l. 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

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.

Section 3.2. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements and Housing Units, 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 3.4; the Developer shall dedicate to the City and the City shall accept dedication of the Infrastructure Improvements.

Section 3.3. 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 Infrastructure Improvements. The City's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.4. 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 3.5. 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. TAXES AND PAYMENTS

Section 4.1. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property 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 4.2. 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.

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 Infrastructure 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. 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 37.11%. 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, the LMI requirements of Chapter 403 require that 37.11% 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 62.89% 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) \$640,000; or (iii) the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.3 and approved by the City as a part of Developer's completion of the Infrastructure Improvements. 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 \$640,000 or the aggregate amount of the Qualified Costs and Expenses.

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 3.3 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 3.3, 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, 2030, and if the Developer requests the City to first certify by October 1, 2030, 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 Housing units by December 1, 2030, for collection by the County and payment to the City in fiscal year 2031-2032, allowing for initial Grant to be paid to Developer on June 1, 2032, 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, 2031, 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 to the extent allowed by law 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, does not receive Tax Increment from the County, 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 an event, 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 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 3.4);
- b. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Infrastructure Improvements as set forth in Section 3.3, 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, 2031;
- d. Developer's compliance with the terms of this 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.

ARTICLE IX. INDEMNIFICATION

Section 9.1. 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 IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

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

- 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 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 (except in the case of an Event of Default under subsections 10.1(d-f) which do not require a notice and cure period) 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 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 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 XI. MISCELLANEOUS

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

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

- a. In the case of the Developer, is addressed or delivered personally to 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 627 N. Adams 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 11.3. 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 11.4. 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 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. 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 11.8. 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 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31 of the year in which the final Economic Development Grant is paid, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. 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: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2023, before me a Notary Public in and for said State, personally appeared Mark E. Beardmore and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

704 DEVELOPMENT CORP.,
an Iowa corporation

By: 
Matthew P. Greteman, President

STATE OF IOWA)
) SS
COUNTY OF Carroll)

On this 8th day of September, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman to me personally known, who, being by me duly sworn, did say that he is the President of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.


Notary Public in and for the State of Iowa



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

EXHIBIT A
DEVELOPMENT PROPERTY

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

LOTS 4 THROUGH 8 OF BLOCK 1, LOTS 1 THROUGH 4 OF BLOCK 2, LOTS 1 & 2 OF BLOCK 3, LOT 2 OF BLOCK 5, ALL IN ROLLING HILLS SOUTH THIRD ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA AND A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 25 Housing Units (in single-family homes and in duplex buildings) together with related site improvements for the housing development and Infrastructure Improvements, to be constructed consistent with approved plats and plans.

The Housing Units are estimated to be completed by December 31, 2030.

The Infrastructure Improvements include the construction and/or installation of street, sanitary sewer, storm water, and water infrastructure to be completed by Developer on the Development Property to allow for development of the Housing Units under this Agreement and dedicated to the City upon completion by Developer and acceptance by the City. The Infrastructure Improvements will be completed by December 31, 2024 and will require an investment of at least \$640,000 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 ____ day of _____, 2023, 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:

LOTS 4 THROUGH 8 OF BLOCK 1, LOTS 1 THROUGH 4 OF BLOCK 2, LOTS 1 & 2 OF BLOCK 3, LOT 2 OF BLOCK 5, ALL IN ROLLING HILLS SOUTH THIRD ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA AND A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2023 and terminate on the Termination Date, as set forth in the Agreement; and

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:

Exhibit C-1

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 ____ day of _____, 2023.

[Rest of page intentionally left blank; Signature pages to 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 _____, 2023, before me a Notary Public in and for said State, personally appeared Mark E. Beardmore and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

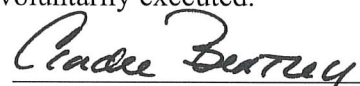
[Signature page to Memorandum of Agreement for Private Development – City of Carroll, Iowa]

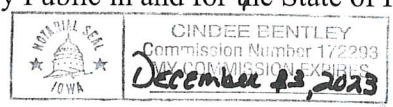
704 DEVELOPMENT CORP.,
an Iowa corporation

By: 
Matthew P. Greteman, President

STATE OF IOWA)
) SS
COUNTY OF IOWA)

On this 5th day of September, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Matthew P. Greteman to me personally known, who, being by me duly sworn, did say that he is the President of 704 Development Corp., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.


Notary Public in and for the State of Iowa



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

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 debt to the County in the year Developer submits this form. **The City's certification to the County will set the base year for determining the amount of Tax Increment created by the completion of the Housing Units and start the time limit on 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_____:

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 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: _____

02223429-1\10275-091

September 11, 2023

The City Council of the City of Carroll, 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: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CARROLL, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CARROLL, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Rolling Hills South Condominiums Second Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Rolling Hills South Condominiums Second Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Rolling Hills South Condominiums Second Urban Renewal Area suitable for residential economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on September 20, 2023, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 11:00 A.M., and the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CARROLL, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN FOR THE CITY OF CARROLL, STATE OF IOWA

The City of Carroll, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 11:00 A.M. on September 20, 2023, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa concerning a proposed Rolling Hills South Condominiums Second Urban Renewal Plan for a proposed Rolling Hills South Condominiums Second Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or his delegate, as the designated representative of the City of Carroll, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Rolling Hills South Condominiums Second Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 12th day of September, 2023.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 5:15 P.M. on October 23, 2023, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Carroll Times Herald, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED ROLLING HILLS SOUTH CONDOMINIUMS
SECOND URBAN RENEWAL PLAN FOR A PROPOSED
URBAN RENEWAL AREA IN THE CITY OF CARROLL,
STATE OF IOWA

The City Council of the City of Carroll, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:15 P.M. on October 23, 2023 in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, to consider adoption of a proposed Rolling Hills South Condominiums Second Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

The Urban Renewal Area contains the land legally described as follows:

LOTS 4 THROUGH 8 OF BLOCK 1, LOTS 1 THROUGH 4 OF BLOCK 2, LOTS 1 & 2 OF BLOCK 3, LOT 2 OF BLOCK 5, AND THE ADJACENT RIGHT OF WAY ALL IN ROLLING HILLS SOUTH THIRD ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA AND A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Carroll, Iowa.

The City of Carroll, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 13th day of October, 2023.

/s/Laura A. Schaefer
City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 11th day of September, 2023.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

**ROLLING HILLS SOUTH
CONDOMINIUMS SECOND
URBAN RENEWAL PLAN**

for the

**ROLLING HILLS SOUTH
CONDOMINIUMS SECOND
URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

2023

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- A. LEGAL DESCRIPTION OF URBAN RENEWAL AREA
- B. MAP OF URBAN RENEWAL AREA

**Rolling Hills South Condominiums Second Urban Renewal Plan
for the
Rolling Hills South Condominiums Second Urban Renewal Area**

City of Carroll, Iowa

A. INTRODUCTION

The Rolling Hills South Condominiums Second Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Rolling Hills South Condominiums Second Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Carroll, Iowa (“City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code Section 403.19 as part of a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2023, the taxable valuation as of January 1, 2022, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2023, then the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted on separate subareas within the Area. If so, the frozen base values may vary among the subareas.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan, adopted February 25, 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City's Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the availability of diverse housing options. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development more risky and less profitable.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median county income in the county in which the project occurs.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance related to projects in this Urban Renewal Area must be at least equal to the percentage of LMI families living in Carroll County. That percentage is currently 37.11%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 37.11% of the units constructed in the Urban Renewal Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to 37.11% of the project costs for LMI housing activities anywhere in the City; and

3. Ensuring that 37.11% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low- and moderate-income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Urban Renewal Area. More specific objectives for the development, redevelopment and rehabilitation within the Urban Renewal Area are as follows:

1. To increase the availability of new housing opportunities, which may in turn make existing housing stock available to new or current residents of the City and stimulate commercial development.
2. To stimulate, through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, public utilities, street lighting, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.

6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.
7. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curbs and gutters, water infrastructure, sanitary sewer infrastructure, public utilities, or other facilities in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
4. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private developers or local development organizations to incentivize the development of housing within the Area, on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To acquire or dispose of property.
7. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To undertake the demolition and clearance of existing development.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
11. To use tax increment financing for a number of objectives, including, but not limited to, achieving a more marketable and competitive land offering price and

providing for necessary physical improvements and infrastructure.

12. To use tax increment to provide LMI housing assistance.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

1. Development Agreements:

A. *Development Agreement with 704 Development Corp. (or a related entity):* The proposed urban renewal project involves providing incentives to 704 Development Corp. (or a related entity) for the development of a 25-unit residential subdivision. 704 Development Corp. is expected to invest approximately \$8,000,000 in the development of the housing units including, but not limited to, the construction of single-family housing units, duplex buildings, and all public infrastructure needed to support the residential units.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the residential subdivision and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new homes to be constructed on the developer's land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. Unless some other amount is determined by the City, these incentives are not expected to exceed the lesser of (i) \$640,000 or (ii) the costs incurred to construct the public improvements. These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project and subject to annual appropriation. The rebates will be available for up to a maximum of ten years.

Unless LMI housing is constructed in this subdivision, the City will set aside an amount equal to 37.11% of the incentives provided to the developer from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer, up to the above stated maximums.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning:

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$50,000

J. FINANCIAL DATA

1.	July 1, 2022 Constitutional Debt Limit	\$46,101,206
2.	Current outstanding general obligation debt	\$8,915,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$690,000 plus any LMI set aside. (This amount does not include costs related to financing.)

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general

corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area may at some future date be located within an urban revitalization area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless specifically authorized by the City Council.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, a change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district) and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area. It may be that more than one ordinance will be adopted on separate subareas within the Area. If so, the expiration date for the division of revenue may vary among the subareas.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. REPEALER AND SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

LOTS 4 THROUGH 8 OF BLOCK 1, LOTS 1 THROUGH 4 OF BLOCK 2, LOTS 1 & 2 OF BLOCK 3, LOT 2 OF BLOCK 5, AND THE ADJACENT RIGHT OF WAY ALL IN ROLLING HILLS SOUTH THIRD ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA AND A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**EXHIBIT B
MAP OF URBAN RENEWAL AREA**



02223385-1\10275-090

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 12th day of September, 2023.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02250150-1\10275-090

EXHIBIT 1

ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN

for the

ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL AREA

CITY OF CARROLL, IOWA

2023

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- P. URBAN RENEWAL PLAN AMENDMENTS
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- A. LEGAL DESCRIPTION OF URBAN RENEWAL AREA
- B. MAP OF URBAN RENEWAL AREA

**Rolling Hills South Condominiums Second Urban Renewal Plan
for the
Rolling Hills South Condominiums Second Urban Renewal Area**

City of Carroll, Iowa

A. INTRODUCTION

The Rolling Hills South Condominiums Second Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Rolling Hills South Condominiums Second Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Carroll, Iowa (“City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code Section 403.19 as part of a residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2023, the taxable valuation as of January 1, 2022, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2023, then the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted on separate subareas within the Area. If so, the frozen base values may vary among the subareas.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan, adopted February 25, 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City's Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the availability of diverse housing options. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development more risky and less profitable.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median county income in the county in which the project occurs.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance related to projects in this Urban Renewal Area must be at least equal to the percentage of LMI families living in Carroll County. That percentage is currently 37.11%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 37.11% of the units constructed in the Urban Renewal Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to 37.11% of the project costs for LMI housing activities anywhere in the City; and

3. Ensuring that 37.11% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low- and moderate-income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Urban Renewal Area. More specific objectives for the development, redevelopment and rehabilitation within the Urban Renewal Area are as follows:

1. To increase the availability of new housing opportunities, which may in turn make existing housing stock available to new or current residents of the City and stimulate commercial development.
2. To stimulate, through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, public utilities, street lighting, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.

6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.
7. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curbs and gutters, water infrastructure, sanitary sewer infrastructure, public utilities, or other facilities in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
4. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private developers or local development organizations to incentivize the development of housing within the Area, on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To acquire or dispose of property.
7. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To undertake the demolition and clearance of existing development.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
11. To use tax increment financing for a number of objectives, including, but not limited to, achieving a more marketable and competitive land offering price and

providing for necessary physical improvements and infrastructure.

12. To use tax increment to provide LMI housing assistance.
13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

1. Development Agreements:

A. *Development Agreement with 704 Development Corp. (or a related entity):* The proposed urban renewal project involves providing incentives to 704 Development Corp. (or a related entity) for the development of a 25-unit residential subdivision. 704 Development Corp. is expected to invest approximately \$8,000,000 in the development of the housing units including, but not limited to, the construction of single-family housing units, duplex buildings, and all public infrastructure needed to support the residential units.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the residential subdivision and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new homes to be constructed on the developer's land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. Unless some other amount is determined by the City, these incentives are not expected to exceed the lesser of (i) \$640,000 or (ii) the costs incurred to construct the public improvements. These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project and subject to annual appropriation. The rebates will be available for up to a maximum of ten years.

Unless LMI housing is constructed in this subdivision, the City will set aside an amount equal to 37.11% of the incentives provided to the developer from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer, up to the above stated maximums.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning:

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$50,000

J. FINANCIAL DATA

1.	July 1, 2022 Constitutional Debt Limit	\$46,101,206
2.	Current outstanding general obligation debt	\$8,915,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$690,000 plus any LMI set aside. (This amount does not include costs related to financing.)

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general

corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area may at some future date be located within an urban revitalization area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless specifically authorized by the City Council.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, a change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district) and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area. It may be that more than one ordinance will be adopted on separate subareas within the Area. If so, the expiration date for the division of revenue may vary among the subareas.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. REPEALER AND SEVERABILITY CLAUSE

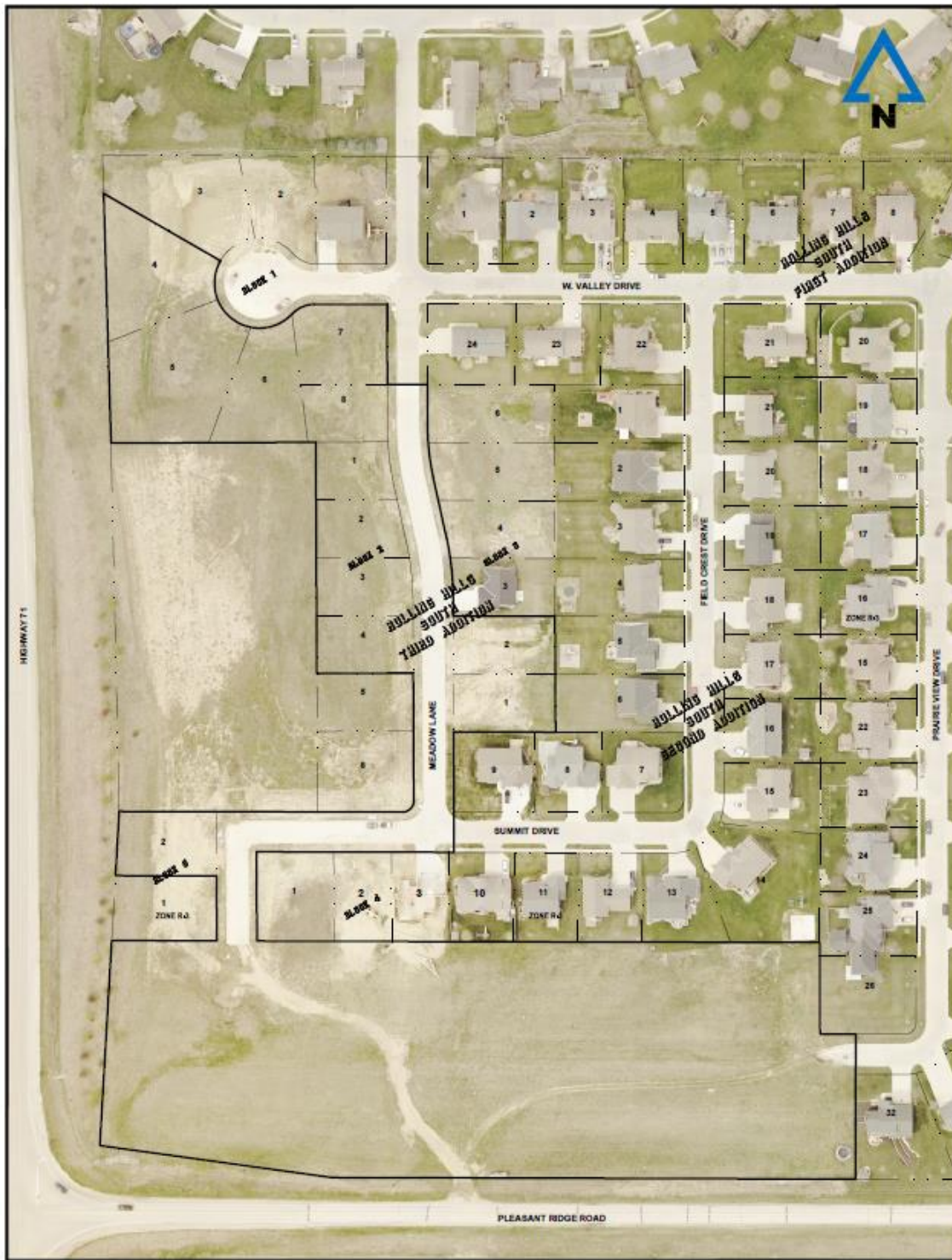
If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

LOTS 4 THROUGH 8 OF BLOCK 1, LOTS 1 THROUGH 4 OF BLOCK 2, LOTS 1 & 2 OF BLOCK 3, LOT 2 OF BLOCK 5, AND THE ADJACENT RIGHT OF WAY ALL IN ROLLING HILLS SOUTH THIRD ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA AND A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B
MAP OF URBAN RENEWAL AREA



02223385-1\10275-090

City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: The Honorable Mayor and Member of the City Council

FROM: Aaron Kooiker, City Manager 

DATE: September 6, 2023

SUBJECT: 408 W 7th Street

- Review of Bids Submitted
- Resolution Setting a Public Hearing on the Proposed Sale of City Interest in Real Estate

Property located at 408 W 7th Street has been through the legal system and now belongs to the City of Carroll. At the August 14 Council meeting, Council approved the Notice – Request for Bids and Bid Form to be used to sell this property.

The property has been shown six times to different parties. Sealed bids for purchase of this property must be received by 3:00 p.m. on September 8, 2023. After the bids are opened and tabulated, more information will be distributed at that time.

At the Council meeting, Council should identify the best bidder and set a public hearing for September 25, 2023, on the proposed sale of 408 W 7th Street.

RECOMMENDATION: Council review of bids submitted, identify the best bidder and then approve the Resolution Setting a Public Hearing for September 25, 2023, on the Proposed Sale of City Interest in 408 W 7th Street.

RESOLUTION NO. _____

**RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED SALE OF
CITY INTEREST IN REAL ESTATE**

WHEREAS, _____ desire to purchase City owned real estate legally described as:

The West 56 feet of Lot 2, Block B, Seventh Street Addition to Carroll, Carroll County, Iowa (locally designated as 408 W 7th Street, Carroll, Iowa)

WHEREAS, the sale of the City's real estate interest is deemed appropriate; and

WHEREAS, it is proposed to sell the City's interest in the above-stated real estate by Quit Claim Deed to _____ for \$_____, with contingencies contained in the Offer and Acceptance. The sale of this real estate is in the best interest of the City; and

WHEREAS, Section 364.7 Iowa Code (2023), requires a public hearing on the conveyance of city interest in real estate.

NOW, THEREFORE, BE IT RESOLVED that a public hearing on the proposed sale of the City's interest in this real estate is set for the 25th day of September, 2023, at 5:15 P.M., at the Carroll City Hall, 627 N Adams Street, Carroll, Iowa.

Passed and Approved this 11th day of September, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

m:\janet\word\dsb\0cities\carroll\7th street\doc\resolution-sale


City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: The Honorable Mayor and Member of the City Council
FROM: Aaron Kooiker, City Manager 
DATE: September 8, 2023
SUBJECT: 408 W 7th Street

The City of Carroll solicited bids for 408 W 7th Street. Four bids were received on September 8, 2023. All bids seem to be in order and from reputable businesses.

First bid opened was from DMM Holdings LLC, Matt Danner. Bid Amount \$20,750

Description: New roof, complete removal of interior contents, remove rear garages and east entry. Four new apartments/condos possibly with new garage in rear. Front and rear entry.

Estimated Time for Commencement: Winter 2023 and all of 2024

Estimated Time for Completion: Summer 2025 Occupancy

Second Bid opened was from Dan Drake. Bid Amount \$31,000

Description: In partnership with Jason Reising, Mike Anderson, and Jason Brinks, they are proposing four apartments with higher end finishes. Anticipate \$1000-\$1200 rent per month. Project budget of \$550,000. The interior of the building will be 100% demo down to the studs, with all new electrical, plumbing and HVAC. The side porch and building in rear of building will be eliminated. New roof, new windows, new siding, and new exterior doors. A new concrete parking lot will be added to the back for off-street parking for occupants. Will maintain 2 bedrooms and 1 bath in each apartment. Each unit will have washer/dryer units and their own heating and cooling systems. The front of the building will be updated while maintaining the historical concept with new windows, front door, and painting of brick. Finally, a new electrical service coming from the alley will be installed.

Estimated Time for Commencement: 12/1/23

Estimated Time for Completion: 1/1/25

Third Bid opened was from Brian J. Wendl.

Bid Amount \$17,500

Description: Construction would begin immediately, installing a new roof, siding, and all new windows. Then they would completely gut the inside down to the studs. They will do everything in their power to maintain the front façade. Interior would be remodeled and maintain much of the same layout. Four apartments with two bedrooms, one bathroom, a kitchen, and a living room in each. Outside garages will be leveled and rebuilt once the apartments are completed. They intend to build a four-car garage with an additional studio apartment above it, resulting in 5 apartments. They have also extended their interest in the neighboring two properties to the east that are also available for sale, pending the purchase of the Rehker Apartment building.

Estimated Time for Commencement: Upon possession

Estimated Time for Completion: August 2024

Fourth Bid opened was from Court Street LLC.

Bid Amount \$12,000

Description: Court Street LLC would look to completely remove the garage lean-to in the back while also removing all siding and east porch entrance. New roof would be installed (this may be done fall of 2023 upon emergency approval by IEDA). Demo and gut all four units down to studs and subfloor. New subfloor to be installed, studs and ceiling joists properly inspected and reinforced as necessary. All four two-bedroom units would maintain a similar footprint. New plumbing, HVAC, new flooring, trim, cabinets, counters, backsplash, bathrooms, fixtures and the like. New common post office and common laundry in the basement. New windows and entrance doors. Surveillance would be installed. New garage with four single car bays.

Estimated Time for Commencement: Construction contingent upon getting workforce housing tax credits. Assuming we are awarded construction would begin September 2024

Estimated Time for Completion: May 2025

Additional Comments: Court Street would propose to sign a purchase agreement with the City of Carroll but not take possession of the building until September 1st of 2024 upon formal acceptance of the Iowa Workforce Housing Tax credits we apply for. This is necessary to make the business plan work and have units we believe will be attractive and affordable to our workforce.

Staff feels all bidders are credible and will follow through with their presented project bid.

STAFF RECOMMENDATION: Council review of bids submitted, identification of the best bidder and then approve the Resolution Setting a Public Hearing for September 25, 2023, on the Proposed Sale of City Interest in 408 W 7th Street.

**NOTICE
REQUEST FOR BIDS**

RE: The West 56 feet of Lot 2, Block B, Seventh Addition to Carroll, Carroll County, Iowa
(Locally known as 408 W 7th Street, Carroll, Iowa 51401; Parcel ID Number: 06-24-333-010)

(THE "REAL ESTATE")

1. Owner: City of Carroll, Iowa ("the City")
2. Terms:
 - A. The City will accept sealed bids for the purchase of the Real Estate consistent with the terms and conditions stated herein.
 - B. Minimum bid is \$12,000.00.
 - C. Sealed bids must be received by 3:00 p.m. on September 8, 2023 ("the Deadline").
 - D. The Bid Form must be completed in its entirety, signed, sealed, and delivered to Carroll City Hall, Attn: City Manager, Aaron Kooiker, 627 N Adams, Carroll, Iowa on or before the Deadline. Proposals received after the Deadline will not be opened or considered. Proposals containing any reservations or conditions not provided for in this Notice will not be considered.
 - E. The property is currently zoned B-2, General Business District. The City's expectation would be that the site would be redeveloped as a multi-family residential development. The Property will be used for the purpose of redevelopment and not for speculation in land holding.
 - F. The Bid Form is available at the office of the City Clerk of the City of Carroll at 627 N Adams Street, Carroll, Iowa.
 - G. Inspection of the property can be made by appointment with the City Manager.
 - H. The City reserves, in the City's sole and absolute discretion, the right to reject any and all bids even if it is the highest bid.
 - I. In the event of a tie following the Deadline, a random selection process will be used to select the winning bidder.
 - J. No bids shall be subject to financing. Upon receipt of the proposed winning bid, the bidder shall execute an Offer to Buy in a form provided by the City (and containing the terms and conditions set forth herein) and deliver to the City the executed Contract prior to its September 11th, 2023, Council meeting.

BID FORM

RE: The West 56 feet of Lot 2, Block B, Seventh Street Addition to Carroll, Carroll County, Iowa
(Locally known as 408 W 7th Street, Carroll, IA 51401; Parcel ID Number: 06-24-333-010)

(The "Real Estate")

Seller: City of Carroll

Name of Proposer: Dmm Holdings LLC - matt Danner

Address: 418 meadow lane - Carroll, IA 51401

Telephone: 712-210-6230

Email Address: matt@templetonff.com

Date of Bid: 9-4-2023

Bid Amount: \$20,750-

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

New roof, complete removal of interior
contents, remove rear garages & East entry.
4 new Apartments/Condos possibly in
New garage on rear - Front & Rear Entry

Estimated Time for Commencement: Winter ~~2023~~ 23 & All of 2024

Estimated Time for Completion: Summer 2025 Occupancy

Estimated Time for Completion: _____

Additional Comments:

Planned to be rental at this time but
could transition into Condo sale units.

BID FORM

RE: The West 56 feet of Lot 2, Block B, Seventh Street Addition to Carroll, Carroll County, Iowa
(Locally known as 408 W 7th Street, Carroll, IA 51401; Parcel ID Number: 06-24-333-010)

(The "Real Estate")

Seller: City of Carroll

Name of Proposer: Dan Drake for future LLC

Address: 323 W 3rd St, Carroll, IA 51401

Telephone: 712-830-6624

Email Address: dan@drelectricia.com

Date of Bid: 9/8/23

Bid Amount: \$31,000

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

See attached

Estimated Time for Commencement: 12/1/23

Estimated Time for Completion: 1/1/25

Estimated Time for Completion: _____

Additional Comments:

The City shall pay all real estate taxes that are due and payable as of June 30, 2023, and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Buyer shall be responsible for all subsequent real estate taxes. There will be no proration of real estate taxes for the fiscal year 2023-2024.

Closing shall occur on or before October 31, 2023, unless otherwise mutually agreed upon by the parties.

Bidder shall provide the City with a schedule and timeline for renovation, completion, and occupancy.

Buyer is purchasing the Real Estate in "AS IS" condition. Buyer acknowledges that the City has made no representation or warranties, express or implied, as to the condition of the Real Estate or as to value, fitness for use, state of title, or environmental matters, and Buyer waives any claims based on the condition of the Real Estate and releases and discharges the City and its employees, officers, and agents from any such claims, liabilities, and causes of action. The Buyer shall be responsible for disposing of any junk, garbage, and/or personal property located at the Real Estate and shall be responsible for abating any existing nuisance conditions at the Real Estate.

The City is not required to provide an abstract of title to the Real Estate and does not make any representations or warranties as to the state of title to the Real Estate. Any abstracting or title work shall be the Buyer's sole responsibility and cost. The City shall convey title to the Real Estate to Buyer by "Quit Claim" Deed.

Return to: Carroll City Hall
ATTN: Aaron Kooiker
627 N Adams Street
Carroll, IA 51401
Telephone (712) 792-1000

By signing, each Buyer agrees to the terms and conditions of the sale set forth in the REQUEST FOR BIDS.

"Buyer(s)"

Dan Drake, D/R Electric, Inc Dan Drake Dated: 9/8/23

Jason Reising, D/R Electric, Inc Jason Reising Dated: 9/8/23

Mike Andersen, Phil McCrevis Spray Foam Dated: _____

Jason Brincks, Brincks Exteriors

Description of Project

The West 56 feet of Lot 2, Block B, Seventh Street Addition to Carroll, Carroll County, Iowa
(Locally known as 408 W 7th Street, Carroll, IA 51401 ; Parcel ID Number: 06-24-333-010)

Proposed 4 unit apartment complex

- Four local business owners, Dan Drake & Jason Reising of D/R Electric, Mike Andersen of Phil McCrevis Spray Foam, and Jason Brincks of Brincks Exteriors forming an LLC to be named at a later time will be investing in this property.
- We are all current rental property owners in good standing with the city and housing department.
- We are proposing 4 apartments with higher end finishes. We feel a need for this type of housing in Carroll. We anticipate \$1000 - \$1200 per month rent.
- Our budget for this project is \$550,000.
- The interior of the building will be a 100% demo down to the studs, with all new electrical, plumbing, and HVAC.
- The side porch and building in rear of building will also be eliminated.
- A new roof, new windows, new siding, and new exterior doors will be included.
- A new concrete parking lot will be added to back for off street parking for occupants.
- Each unit will have their own individual washer/dryer units and their own heating and cooling systems.
- We will maintain 2 bedrooms and 1 bathroom per unit.
- We will be updating the front of the building while maintaining the historical concept, with new windows, front door, and painting of brick. We will restore front entrance to look more original with removal of wood in front of entrance and new door with side lights. We will maintain the current "signage" on front of building "Rehker Apartment". We will keep look of upper balcony but will replace the door with a window.
- There will be new electrical service coming in from the alley as well.
- We feel it is important to use local contractors and materials and as so will be using all Carroll County suppliers and trades for this project.

BID FORM

RE: The West 56 feet of Lot 2, Block B, Seventh Street Addition to Carroll, Carroll County, Iowa
(Locally known as 408 W 7th Street, Carroll, IA 51401; Parcel ID Number: 06-24-333-010)

(The "Real Estate")

Seller: City of Carroll

Name of Proposer: Brian J Wendt

Address: 27648 Olympic Ave Carroll IA 51401-8557

Telephone: 712-830-3858

Email Address: wendtfeedlot@hotmail.com

Date of Bid: 9/8/23

Bid Amount: \$17,500.-

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

see attached letter

Estimated Time for Commencement: upon possession

Estimated Time for Completion: August 2024

Estimated ~~Time~~ for Completion: _____

Additional Comments:
see attached letter

The City shall pay all real estate taxes that are due and payable as of June 30, 2023, and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Buyer shall be responsible for all subsequent real estate taxes. There will be no proration of real estate taxes for the fiscal year 2023-2024.

Closing shall occur on or before October 31, 2023, unless otherwise mutually agreed upon by the parties.

Bidder shall provide the City with a schedule and timeline for renovation, completion, and occupancy.

Buyer is purchasing the Real Estate in "AS IS" condition. Buyer acknowledges that the City has made no representation or warranties, express or implied, as to the condition of the Real Estate or as to value, fitness for use, state of title, or environmental matters, and Buyer waives any claims based on the condition of the Real Estate and releases and discharges the City and its employees, officers, and agents from any such claims, liabilities, and causes of action. The Buyer shall be responsible for disposing of any junk, garbage, and/or personal property located at the Real Estate and shall be responsible for abating any existing nuisance conditions at the Real Estate.

The City is not required to provide an abstract of title to the Real Estate and does not make any representations or warranties as to the state of title to the Real Estate. Any abstracting or title work shall be the Buyer's sole responsibility and cost. The City shall convey title to the Real Estate to Buyer by "Quit Claim" Deed.

Return to: Carroll City Hall
ATTN: Aaron Kooiker
627 N Adams Street
Carroll, IA 51401
Telephone (712) 792-1000

By signing, each Buyer agrees to the terms and conditions of the sale set forth in the REQUEST FOR BIDS.

"Buyer(s)"

43 J. D. ...
Holly ...

Dated: 9-8-23

Dated: 9/8/23

Dated: _____

To Whom it May Concern:

Our interest in purchasing the property at 408 W 7th Street (Rehker Apartment) is twofold. First and foremost, having invested a great deal of not only money, but also time and effort into the Villa/Hoyt Mansion just a mere block and a half away, we would like to see the area around the Hoyt Mansion maintained and restored as well. Many properties in the area are beautiful and historic, and we feel this building could be as well. Secondly, we feel this could provide much needed housing to individuals in the area. Maybe even a barista or two that are employed at the Hoyt mansion. Although that will not be a requirement. Either way, these reasons, are why we are pursuing this endeavor.

Although our bid might not be the most aggressive monetarily, our plan would be to begin immediately. We would install a new roof, new siding, and all new windows immediately. Then we would gut the building inside, down to the studs. We will do everything in our power to maintain the front façade, which we feel is important as it is historic in nature. We would remodel the interior and maintain much of the same layout - four apartments with two bedrooms, one bath, a kitchen, and a living room in each. The outside garages will be leveled and rebuilt once the apartments are completed. Our intention is to build a four-car garage with an additional studio apartment above it. The end result, is that the property will have five apartments total, instead of four. Our plan is to have the original apartments remodeled by August 2024. We are also inquiring about the two properties east of the Rehker Apartment building. They are both on the market, and we have indicated our interest, pending purchase of the Rehker Apartment. As we stated earlier, our goal is to maintain and restore the area around the Hoyt Mansion. By also obtaining these additional properties we can ensure that this goal is achieved.

Finally, should we be selected as the winning bid, this property would be purchased by our daughter, Karigan Wendl. Karigan is eighteen and will be graduating in May from Kuemper. Her intentions at this time, are to attend a nail tech school and begin her own business in the fall of 2024 here in Carroll. As we have done with our other children, this would be Karigan's project. But we would assist and guide her every step of the way. We did the same with our daughter Cailey, and helped her build Grit – the bar in Willey. We started when she was eighteen as well. Many of you may know, that we also remodeled the east wing of the Hoyt Mansion into a Salon/Spa and a coffee shop which are owned by Cailey. (She rents the space from us.) Garret, our son, is at the Feedlot and will likely take that over down the road. He and Brian have another project in mind, that they hope to begin shortly. It is our firm belief that by assisting our children with business endeavors such as these, we are providing them with valuable life skills, teaching them about various aspects of business, and showing them that they can achieve success if they put in the effort. We are fortunate to be able to do so. We provide this information because we want to be transparent, and to let you know that it is our intention that the property will be owned by Karigan. But rest assured – we will still be very much in control.

Thank you for your consideration of our bid, our interest in this property, and our overall goal for this property. If you have any additional questions, comments, or concerns, please let us know. Brian's cell phone number is 712-830-3858.

Sincerely,



Brian J Wendl and Holly A Wendl

BID FORM

RE: The West 56 feet of Lot 2, Block B, Seventh Street Addition to Carroll, Carroll County, Iowa
(Locally known as 408 W 7th Street, Carroll, IA 51401; Parcel ID Number: 06-24-333-010)

(The "Real Estate")

Seller: City of Carroll

Name of Proposer: Court Street LLC

Address: 514 N. Court Street, Carroll, Iowa, 51041

Telephone: 7127906283

Email Address: adampschweers@gmail.com

Date of Bid: 9/8/2023

Bid Amount: \$12,000

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

Court Street LLC would look to completely remove the garage and lean two in the back while also removing all siding and the east porch entrance. A new roof would be installed (this may be done fall of 2023 upon emergency approval by IEDA and as long as it does not affect workforce housing tax credits. Court Street LLC would then demolition and gut all 4 2-bedroom apartments down to the studs and subfloor. New subfloor would be installed, studs and ceiling joist would be properly inspected and reinforced as necessary. All 4 two-bedroom units would maintain a similar footprint but slight changes to floor plan to allow things to be open may occur. All new plumbing and HVAC would be installed along with new flooring, trim, cabinets, counters, backsplash, bathrooms, fixtures and the like. A new common post office would be installed in the entry way and private storage units with common laundry would be constructed in the basement. New windows and entrance doors would be installed, and the apartment common areas would be under lock and key. Surveillance would be installed as well. A new garage with 4 single car bays would be installed with doors facing the apartment building and entrance of cars from the alley.

Estimated Time for Commencement:

Construction contingent upon getting workforce housing tax credits. Assuming we are awarded construction would begin September 2024.

Estimated Time for Completion: Completion of project May 2025

Estimated Time for Completion: 9 months

Additional Comments:

 Court Street would propose to sign a purchase agreement with the City of Carroll but not take possession of the building until September 1st of 2024 upon formal acceptance of the Iowa Workforce Housing Tax credits we apply for. This is necessary to make the business plan work and have units we believe will be attractive and affordable to our workforce.

The City shall pay all real estate taxes that are due and payable as of June 30, 2023, and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Buyer shall be responsible for all subsequent real estate taxes. There will be no proration of real estate taxes for the fiscal year 2023-2024.

Closing shall occur on or before October 31, 2023, unless otherwise mutually agreed upon by the parties.

Bidder shall provide the City with a schedule and timeline for renovation, completion, and occupancy.


Buyer is purchasing the Real Estate in "AS IS" condition. Buyer acknowledges that the City has made no representation or warranties, express or implied, as to the condition of the Real Estate or as to value, fitness for use, state of title, or environmental matters, and Buyer waives any claims based on the condition of the Real Estate and releases and discharges the City and its employees, officers, and agents from any such claims, liabilities, and causes of action. The Buyer shall be responsible for disposing of any junk, garbage, and/or personal property located at the Real Estate and shall be responsible for abating any existing nuisance conditions at the Real Estate.

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Return to: Carroll City Hall
ATTN: Aaron Kooiker
627 N Adams Street
Carroll, IA 51401
Telephone (712) 792-1000

By signing, each Buyer agrees to the terms and conditions of the sale set forth in the REQUEST FOR BIDS.

"Buyer(s)"



Dated: 9-8-23

Managing Partner - Court Street, LLC

Dated: _____

Dated: _____

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Randall M. Krauel, Director of Public Works *RMK*
DATE: September 6, 2023
SUBJECT: Adams Street Reconstruction
• Change Order No. 1

During construction of the Adams Street Reconstruction, three items of work were encountered that dictated changes to the plans. The three changes along with costs are included in proposed Change Order No. 1 and summarized as follows:

Modified Subbase – Substitute Recycled Concrete for Crushed Limestone	(\$18,494.97)
Sanitary Sewer Modification – Lower SS-4 and add a manhole	\$12,600.00
Water Service, 126 W. U.S. Highway 30 – Construct 6 in. water service connection	<u>\$910.00</u>
Total	(\$4,984.97)

The proposed Change Order alters the Contract Price as follows:

Original Contract Price	\$3,550,680.08
Change Order No. 1	(\$4,984.97)
Contract Price with Change Order	\$3,545,695.11

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 1 to the Adams Street Reconstruction project in the amount of a \$4,984.97 decrease in the Contract Price.

RMK:ds

attachment

**CHANGE ORDER
NO. 1**

PROJECT: **ADAMS STREET RECONSTRUCTION**
 OWNER: City of Carroll, Iowa
 CONTRACTOR: Rasch Construction, Inc.
 ENGINEER: McClure Engineering Company

OWNER'S Contract No.: Resolution #23-40

DATE OF ISSUANCE: September 6, 2023

EFFECTIVE DATE: September 11, 2023

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: \$ 3,550,680.08
Net Increase (Decrease) from previous Change Order No. 1: \$ 0.00
Contract Price prior to this Change Order: \$ 3,550,680.08
Net Increase (Decrease) of this Change Order: \$ 4,984.97
Contract Price with all approved Change Orders: \$ 3,545,695.11

CHANGE IN CONTRACT TIMES:
Original Contract Times: Stage 1 Completion August 20, 2024 Stage 2 Completion November 15, 2023
Net change from previous Change Orders No. --- to No. ---. Completion NA
Contract Times prior to this Change Order: Stage 1 Completion August 20, 2024 Stage 2 Completion November 15, 2023
Net increase (decrease) this Change Order: Stage 1 None Stage 2 None
Contract Times with all approved Change Orders: Stage 1 Completion August 20, 2024 Stage 2 Completion November 15, 2023

RECOMMENDED:

City of Carroll

By: 
Randall M. Krauel, City Engineer

Date: September 6, 2023

APPROVED:

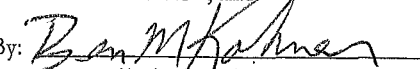
City of Carroll

By: _____
Mark E. Beardmore, Mayor

Date: September 11, 2023

ACCEPTED:

Rasch Construction, Inc.

By: 
(Authorized Signature)

Date: 9/6/2023

ADAMS STREET RECONSTRUCTION

**CHANGE ORDER NO. 1
ATTACHMENT A**

Description:

Item No. 5. Reduce unit price of Modified Subbase from the Contract price of \$13.30 per square yard to \$12.00 per square yard.

1.1 Remove and replace 210.00 LF of SS-4 and add a midblock manhole. Add Item No. 1.1 for removal of 210.00 LF of SS-4 at \$60.00 per LF. The Work Completed Quantities for the following Items will be altered as follows:

Item 9	Sanitary Sewer Gravity Main, Trenched, PVC, 8 in.	210.00 LF
Item 58	Manhole, SW-301, 48 in.	1.00 EA

1.2 Change 126 W. U.S. Highway 30 water service from 2 in. to 6 in. Add Item No. 1.2 to add an 8" x 6" Tee. The Work Completed Quantities for the following Items will be impacted as follows:

Item 21	Watermain, Trenched, 6 in., PVC	14.00 LF
Item 25	Fitting, Ductile Iron, 6 in., 45° Bend	2.00 EA
Item 36	Water Service Pipe, PVC, 2 in. Dia.	(31 LF)
Item 39	Water Service Corporation, Brass, 2 in. Dia.	(1 EA)
Item 42	Water Service Curb Stop and Box, Brass, 2 in. Dia	(1 EA)
Item 53	Valve, Gate, 6 in. Dia.	1 EA

Reason for Change Order:

Item No. 5 Substitute Recycled Concrete for specified Crushed Limestone

1.1 SS-4 required to be lowered from plan grade to make connections to existing sanitary sewer service lines.

1.2 Contract included a 2" water service to 126 W. U.S. Highway 30. Following excavation, it was determined that the water service line was 6" diameter.

Cost:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
5	Modified Subbase	SY	14,226.90	(\$1.30)	(\$18,494.97)
1.1	SS-4 Modification	LF	210.00	\$60.00	\$12,600.00
1.2	Fitting, Ductile Iron, 8" x 6" Tee	EA	1.00	\$910.00	<u>\$910.00</u>
Total					(\$4,984.97)

City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 

FROM: Dan Hannasch, Fire Chief /Building Dept 

DATE: September 4, 2023

SUBJECT: Fire Station Floor replacement

At the beginning of the year, I reached out for bids on the replacement of the floors in the fire station. Since my last bid submission, we have found problems with the concrete floor and have had to scratch the bids and will be putting carpet squares down throughout the office side of the Fire Station. We requested new quotes for the flooring project and received bids from the following companies:

Installer	Carpet One	Total bid	\$20,789.63
	Prenger Furniture	Total bid	\$12,892.67
	J.P. Flooring	Total bid	\$13,390.87

RECOMMENDATION: Mayor and Council consideration and approval for Prenger Furniture to replace the Fire Station flooring for the bid of \$12,892.67.

City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: The Honorable Mayor and Member of the City Council

FROM: Aaron Kooiker, City Manager 

DATE: September 6, 2023

SUBJECT: Region XII COG, Inc. - Home Construction Agreement Amendment

As you all are aware, the City entered into an agreement with Region XII to build houses on in-fill lots. The agreement was to provide up to \$300,000 to Region XII to provide ten new houses in Carroll.

Council Member Dirkx has gone to the Iowa Economic Development Housing Conference and has learned that for most home buyers it is easier to purchase an existing home which needs remodeled as compared to purchasing a newly constructed home. Council Member Dirkx and I were also in a meeting with Karla Janning, Region XII Housing Program Coordinator, who stated it would be easier for Region XII to purchase existing homes and remodel them as compared to finding in-fill lots and building houses on them. This additional option will help increase the supply of available homes for purchase.

Council Member Dirkx would like to amend the agreement with Region XII to allow for the remodeling of existing homes, while keeping the same incentive of \$30,000 per house. This would not change the total dollar amount the City has committed to in the previous agreement. Rick Hunsaker, Region XII Executive Director, also advised that he is in agreement with this amendment.

STAFF RECOMMENDATION: Council discussion and direction regarding amending the Home Construction Agreement with Region XII COG, Inc.

Library Board Minutes

August 28, 2023

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

Parrott called the meeting to order at 5:30pm. It was moved by Schmidt and seconded by Perkins to approve the agenda. All voted aye. Nays: none. Abstain: none. Absent: Auen and Von Qualen. Motion passed 7-0.

Minutes Approval: reviewed the minutes from June and July's meetings – It was moved by Parrish to approve the minutes and seconded by Cook. All voted aye. Nays: none. Abstain: none. Absent: Auen and Von Qualen. Motion passed 7-0.

Correspondence: received a thank-you note from a patron who appreciated assistance on renewing a book.

Reviewed the financials and bills. Auen & Von Qualen joined at 5:35pm cst. While reviewing the bills after the 1st month into the fiscal year, it was noted to check the over/under expenditure numbers and to follow up on the roof repair expense. It was moved by Hircock and seconded by Perkins to approve the bills. All voted aye. Nays: none. Abstain: none. Motion passed 9-0.

Director's report: Highlights of the directors' report: 111 new library cards issued in June 2023, over 1000 people came into the library during RAGBRAI, teen program attendance is up, and an ad is posted for a new Adult Services Librarian as Donna is retiring at the end of October.

Old Business: none

Trustee Education: none

Policy Review:

Board of Trustees Bylaws: It was moved by Hircock and seconded by Perkins to change July to January in Article II. Officers and committees. This change will go into effect in 2025. New verbiage: Officers of the Board shall be President, Vice-President and Secretary and shall be elected at the meeting in January for a term of one year. Aye votes: Hogue, Parrish, Hircock, Perkins, Von Qualen, Schmidt, Auen, Cook. Nays: none. Abstain: Parrott. Absent: none. Motion passed 8-0-1.

It was moved by Schmidt and seconded by Cook to strike the verbiage in the same section that states terms for all officers be limited to two consecutive years. Aye votes: Hogue, Parrish, Hircock, Schmidt, Auen, Cook. Nays: Perkins, Von Qualen. Abstain: Parrott. Absent: none. Motion passed 6-2-1.

It was recommended by Johnson to modify the bill paying process when a board meeting isn't held. Updated verbiage noted in Article IV. Major functions of the board letter J. It was moved by Von Qualen to adapt the changes and seconded by Hircock. Aye votes: Parrish, Perkins, Auen, Cook, Von Qualen, Schmidt, Hircock. Nays: none. Abstain: Parrott, Hogue. Absent: none. Motion passed 7-0-2.

Confidentiality & Library Records Policy: Reviewed the updates to the Confidentiality and Library Records Policy. It was moved by Hircock and seconded by Cook to approve the Confidentiality and Library records, all voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0.

New Business:

Introduction of Children's Services Librarian, Kersten Postel – Kersten introduced herself to the board.

Election of Officers:

Perkins motioned a full slate of officers: Hircock-Secretary, Parrish-President, Parrott-Vice President Von Qualen seconded the motion. Hircock and Parrish declined the nomination. Parrott accepted. No vote needed as nominees did not all accept.

Schmidt motioned Perkins for President and Hircock seconded. Perkins declined nomination; no vote needed.

Parrott motioned a full slate of officers with no changes to current positions: Parrott-President, Parrish-Vice President, Hogue-Secretary. Hircock seconded the motion, all accepted nominations. Aye votes: Parrish, Hogue, Von Qualen, Schmidt, Auen, Hircock, Cook. Nays: none. Abstain: Perkins, Parrott. Absent: none. Motion passed 7-0-2. The offices will be held until January 2025.

Director Annual Review:

Johnson exited the meeting at 7:07pm cst It was motioned by Parrott and seconded by Hogue to enter a closed session. All voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0.

The Board of Trustees completed the review process of the Director. Johnson returned to the meeting at 7:20pm cst. It was motioned by Parrish and seconded by Von Qualen to end the closed session at 7:23pm cst. All voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0.

Agenda Items for Next meeting:

It was motioned by Hogue and seconded by Perkins to adjourn. All voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0. Parrott adjourned the meeting at 7:24pm cst.

Next regular meeting will be Monday, September 18, 2023, at Carroll Public Library: Community Meeting Room – 118 E. 5th St, Carroll, Iowa 51401.

Summer Parrott – President

Brenda Hogue -Recording Secretary

Director's Report

August 2023

Library Hours/Closures: The library will be closed for Labor Day on Monday, September 4, 2023. We will be going back to regular hours on Tuesday, September 5, 2023: Monday – Thursday 10 am – 8 pm, Friday 10 am – 6 pm, and Saturday 10 am – 5 pm.

Personnel: Our new children's librarian, Kersten Postel, started on Monday, August 7. We are happy to have her, and hope that she enjoys a long and rewarding career here at the Carroll Public Library.

Our Adult Services Librarian, Donna Evans, has given her notice that she is retiring. Her last day will be Friday, October 27, 2023. We are currently advertising for the adult services librarian position in hopes that Donna will be able to have some time for training our new hire before her last day.

Circulation/Resource Use Notes: Diane's Retirement Party was well attended, with approximately 141 patrons coming in to wish her well on her retirement. There were three classes from the Carroll Area Child Care Center and Preschool that were able to attend, which was nice to see!

Summer Reading Information: see infographic on 2023 Summer Reading Stats. For comparison I also compiled an infographic on 2022 stats. Some notable increases for this summer over next summer: total program attendance increased due to the increased number of summer reading programs offered this year, June/July door count (it's important to note that RAGBRAI had an overnight stop in Carroll this year), number of craft kits and coloring sheets, and completion rate.

Future Programs: Brown Bag book discussion and Evening book discussions start in September.

- Murder Mystery Interactive Program: Waves of Danger – Wednesday, September 6 at 6 pm
- Tween Maker Space – Thursday, September 7
- Family movie night – Friday, September 8 at 6:15 pm
- Teddy Bear Sleepover – Friday, September 8
- Teddy Bear Pick-Up Brunch - Saturday, September 9
- Dungeons & Dragons – Tuesday, September 12
- Trivia Night - Tuesday, September 12
- Bingo - Wednesday, September 13
- Maker's Day: Lego Free Build – Monday, September 18
- Tween Maker Space – Thursday, September 21
- Tech Friday - Friday, September 22
- Band Day - Saturday, September 30

Community News/Events: We had about 1,000 people visit the library with RAGBRAI having an overnight stop in Carroll this year. We decided to put out games and cards, which a few people utilized, and partner with the Carroll Children's Museum to create Carle the Caterpillar by painting rocks outside and adding them to the line of rocks. It was also the last day of our elementary maker space program, so we had a sidewalk chalk program for kids. Most cyclists stopped at the front desk to tell us what a

beautiful library we have, thanked us for being open, and then used the restroom, refilled water bottles, read the paper, and relaxed in the air conditioning.

Band Day – Last year, Miss Diane and Dr. Whoot were participants in the Band Day parade representing the library. The kids loved to see them both, and they had a great time. This year, we are hoping to have a little more representation for the library. Since the library is open that day, any staff that aren't scheduled to work will be more than welcome to walk in the parade. Any library board members who would like to participate are invited to do so as well.

Staff Continuing Education: The State Library of Iowa continuing education coordinator reserved our large meeting room on September 28, 2023, for a Learning Circuit this year. This year the theme is “Productive Partnerships,” and since the event is going to be held here, Melissa and I will both be attending this year.

Due to the timing of the ILA Conference in October, I don't feel like this would be a good year to have all our staff attend. Donna will be close to retirement, hopefully we will be hiring/training her replacement. I still feel this would be an excellent opportunity for staff development and training, but it will have to wait for another year. This year we are planning on having Kersten Postel and Melissa Villy attend, and it will be the first year attending the ILA Conference for both.

State Library of Iowa Information: The Annual Survey for FY23 opened on August 1, 2023, and is due for all Iowa libraries by October 31, 2023. I submitted the annual survey for the Carroll Public Library on August 22, 2023, and it was sent to our board president, Summer Parrott, for her signature.

Facilities: The broken glass panel next to the staff workroom has been replaced by Remedy Glass. We are currently waiting for I Saw the Sign to restock the white vinyl so we can have the lettering replaced.

The leak in the roof above the staff workroom has been repaired. This repair was budgeted for the 2023 fiscal year, but repairs could not be completed until July.

Annual Survey Highlights:

	FY22	FY23	Percent Change
Circulation (physical items)	106,254	95,440	-10%
Downloadable Use (ebooks and audiobooks)	18,943	19,708	4%
Database Use (excluding newspaper archives)	14,395	11,339	-21%
Total Number of In-Person Library Programs	551	728	32%
Total In-Person Library Programs Attendance	14,673	16,441	12%
Door Count	43,061	47,000	9%
Registered Users	5,322	6,572	23%
Interlibrary Loans Borrowed from Other Libraries	274	504	84%
Interlibrary Loans Loaned to Other Libraries	861	969	13%
Computer Use	3,171	2,749	-13%
Wireless Sessions	4,353	6,543	50%
Website Visits	192,375	214,449	11%

This year, the staff and I decided we wanted to focus on getting people into the library by offering more programs, different kinds of programs/materials, and working on our friendly image. As a library board, we also decided to focus on getting rid of library fines and the fees associated with interlibrary loans. Our

annual survey statistics reflect some of those changes we have been working towards throughout this year. The statistics show the increased number of in-person library programs and attendance, door count, registered users, and interlibrary loans. It's nice to see that patrons are responding to those positive changes that we have focused on this year!

Compared to last year the circulation of physical items is down 10%, which is not entirely unexpected. More people are using audiobooks and eBooks through our Libby app, which do still count as a checkout for us, but if people are checking out the audiobook online, they are not going to come in to check out the physical book. Another notable change this year is the way TV series are being cataloged. In previous years, if a TV series was 4 discs it was separated into 4 cases that counted as 4 check-outs. We have started leaving them together as a series this year and will be going through putting the series back together during FY24.

Public computer use is also down this year compared to last year (13% less), but you will notice our wireless sessions are up 50%. This indicates that people are using the WiFi at the library more than needing to use our computers. Many students and patrons bring in a smart phone, tablet, or laptop instead of getting on a public computer. If this trend continues, we might want to discuss not having as many public access computers and instead offer more places for patrons to utilize a laptop or tablet.

The other notable decrease this year is database usage. During FY23 the library website became part of the City of Carroll's website. This transition took some time to get all aspects of the old website up and running, including the online resources section of the website. Databases are something we are putting more staff focus on this year, so we are hoping to see those numbers increase in next year's report.

It will be interesting to see if these trends are also present in comparable sized libraries. I will be requesting those statistics from the State Library to prepare the annual report in December or January.

CARROLL PUBLIC LIBRARY

Monthly Activity Report



Month/ Year: June 2023

Program Attendance		Monthly Statistics	
Stories with Diane	166	Total Print Circulation	11,391
Rookies Storytime	268	BRIDGES Circulation	1,752
Grab & Go Children's Craft	400	Public Computer Use	276
Coloring Sheets	500	Wi-Fi Use	570
Book Visits	63	Website Use	8,660
Preschool Field Trips	425	Daily Times Herald Archives Views	390
Book Drops - Seniors	16	Breda & Glidden News Views	1,150
Tech Help Friday	2	Consumer Reports	63
Crafty Library Ladies	60	Global Road Warrior	1
Writing Group	3	Learning Express	9
Bingo	14	Freegal	1,002
Puzzles	89	Transparent Language	2
Dungeons & Dragons	10	LinkedIn Learning	3
Teen GSA Club	16	Brainfuse	0
Rebel Readers	8	Novelist	5
Elem Makerspace (4 programs)	182	Auto Repair Source	0
Rec Center: Jim Cosgrove	224	Niche Academy	1
Rec Center: Jay & Leslie	255	ABC Mouse	2
Trivia Night	8		
Young Writers	21	Total Resources Used	25,277
Read with the Merchants	30		
Makers Drop In (4 programs)	187	NAMI Family Support Group	
Tween Makerspace (4 programs)	82	NAMI Connections Group	
Comm Story Time (4 programs)	34	Alzheimer's Family Support Group	
Family Movie Night	13		
Beanstack Users	389		
Curbside Pickup	11	New Library Cards Issued	111
Meeting Room Use	20		
Study Room Use	106	Members Saved	\$154,638.80
Makers Space/Craft Room Use	19	Members Saved 2023	\$662,137.81
		Members Saved FY23	\$1,301,376.50
Total Program Attendance	3,621		
Montly Door Count	5,583		

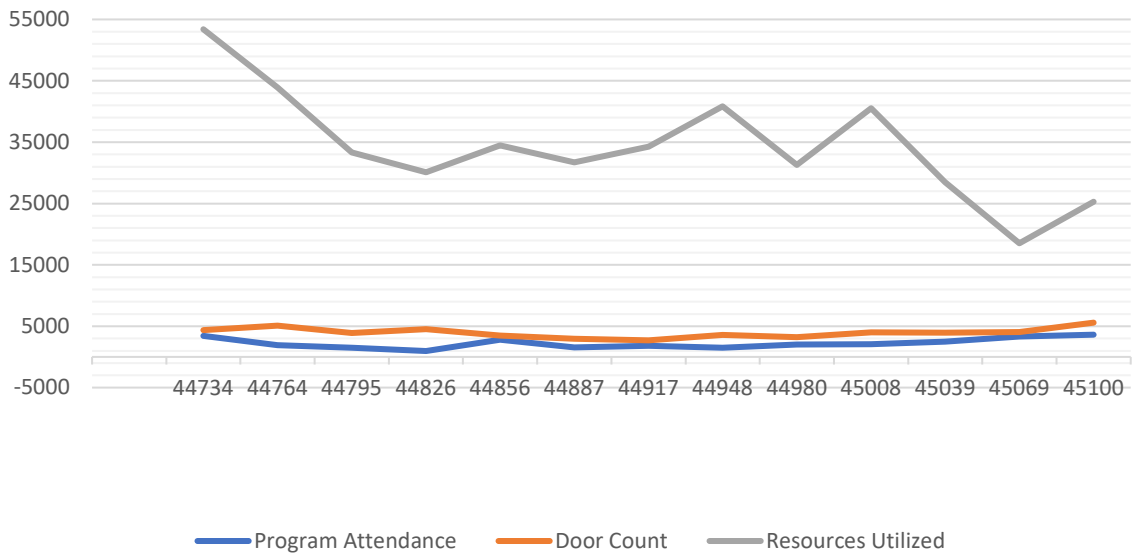
Special Activities/Accomplishments:

Preschools/Day Cares have been coming to the library for summer preschool visits.

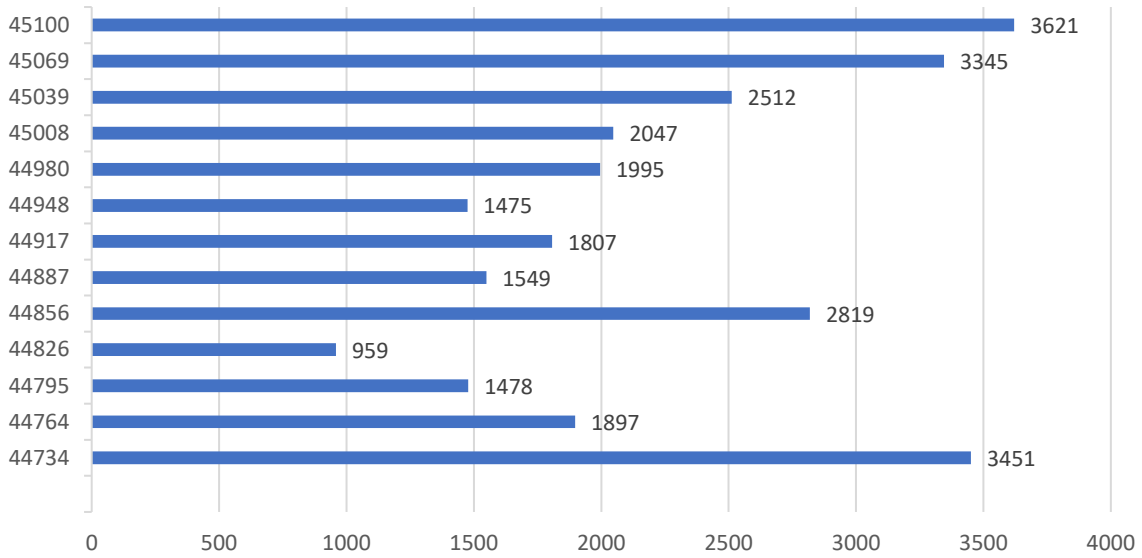
Our summer reading program in-house includes elementary, tween, drop-in, and story times.

Our Rec Center shows continue to be a big hit with our patrons.

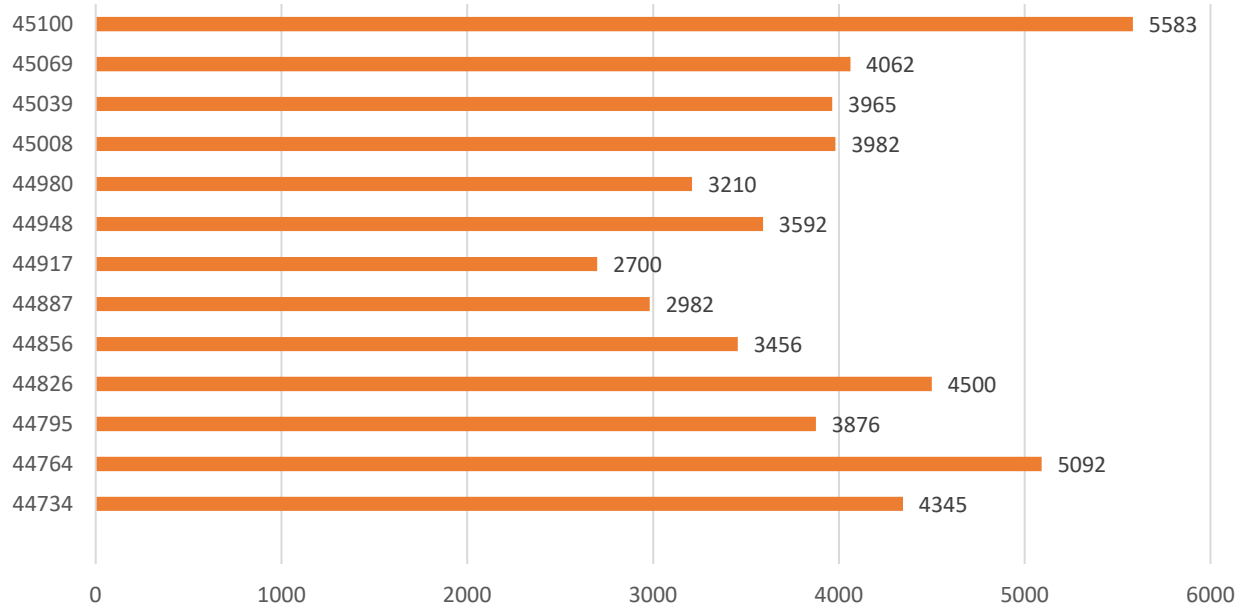
Library Stats June 2022 - June 2023



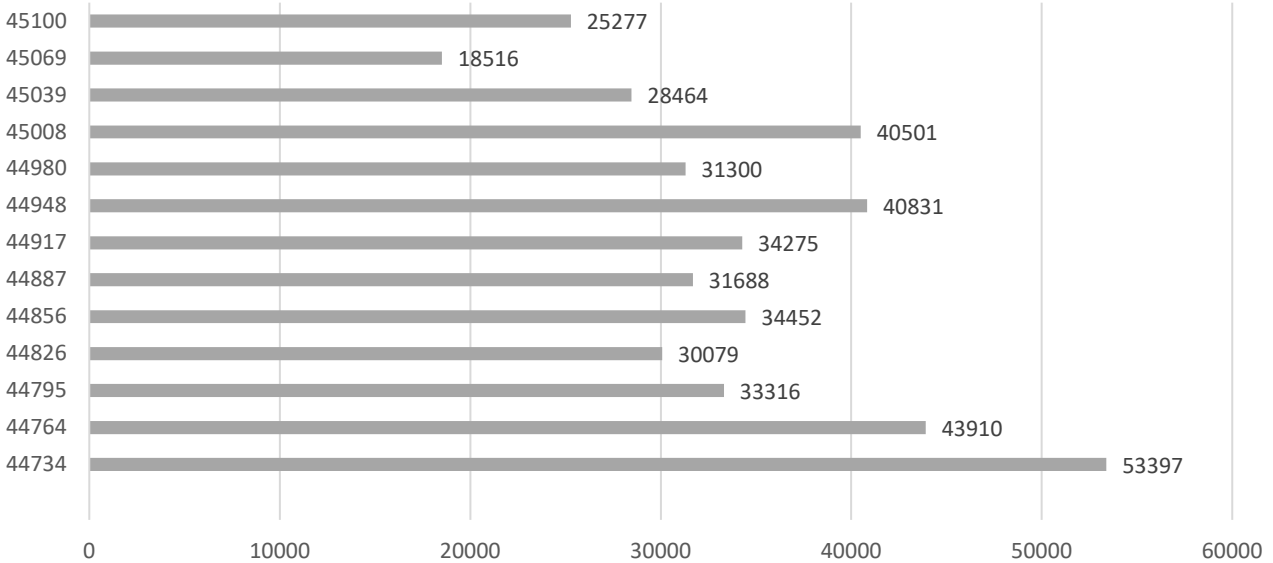
Program Attendance (June 2022 - June 2023)



Door Count (June 2022 - June 2023)



Resources Utilized (June 2022 - June 2023)



CARROLL PUBLIC LIBRARY

Monthly Activity Report



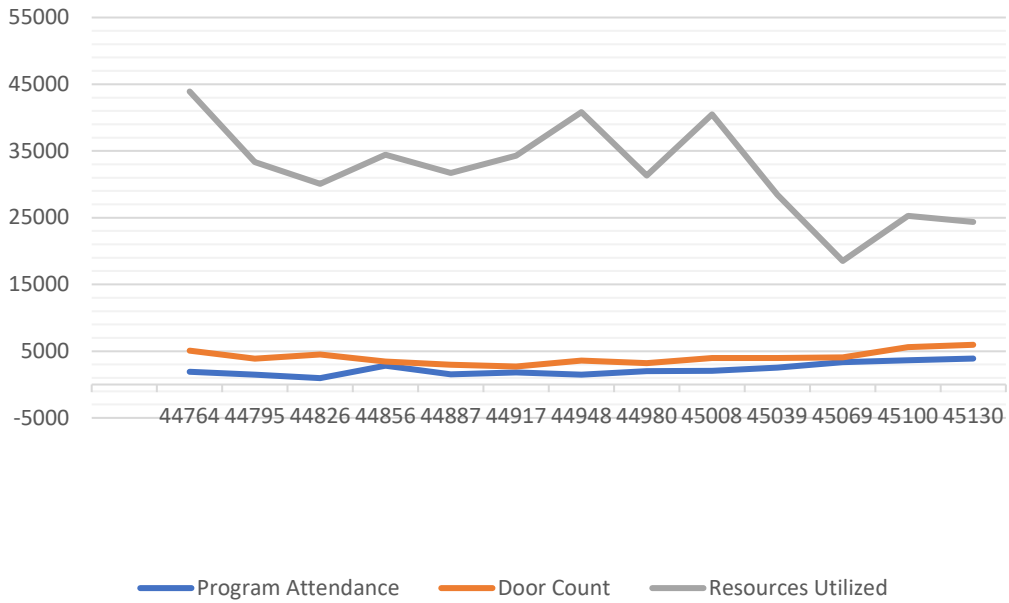
Month/ Year: July 2023

Program Attendance		Monthly Statistics	
Stories with Diane	126	Total Print Circulation	10,128
Rookie Storytime	234	BRIDGES Circulation	1,819
Grab & Go Children's Craft	300	Public Computer Use	359
Coloring/Cutting Sheets	760	Wi-Fi Use	903
Book Visits	33	Website Use	5,707
Preschool Field Trips	401	Daily Times Herald Archives Views	3,489
Book Drops - Seniors	15	Breda & Glidden News Views	1,054
Retirement Party - Diane	141	Consumer Reports	266
Tech Help Friday	4	Global Road Warrior	0
Crafty Library Ladies	55	Learning Express	12
Bingo	10	Freegal	601
Puzzles	56	Transparent Language	3
Teen GSA Club	21	LinkedIn Learning	1
Rebel Readers	9	Brainfuse	0
Elementary Makerspace (4 prog.)	101	Novelist	0
Rec Center: Rick Brammer	274	Auto Repair Source	0
Rec Center: Will Stuck	231	Niche Academy	0
Rec Center: Mixed Nuts	125	ABC Mouse	0
Trivia	12		
Young Writers (1 prog.)	4	Total Resources Used	24,342
Female Lighthouse Keepers	4		
Makers Drop-in (4 prog.)	161	NAMI Family Support Group	
Tween Makerspace (4 prog.)	59	NAMI Connections Group	
Community StoryTime (4 prog.)	44	Alzheimer's Family Support Group	
Movie Night	12		
Beanstack	492		
Jeff - STEM Classes (40 prog.)	80	New Library Cards Issued	52
Curbside Pickup	5		
Meeting Room Use	20	Members Saved	\$134,415
Study Room Use	85	Members Saved 2023	\$134,415
Makers Space/Craft Room Use	19	Members Saved FY23 to date	\$796,538
Total Program Attendance	3,893		
Montly Door Count	5,953		

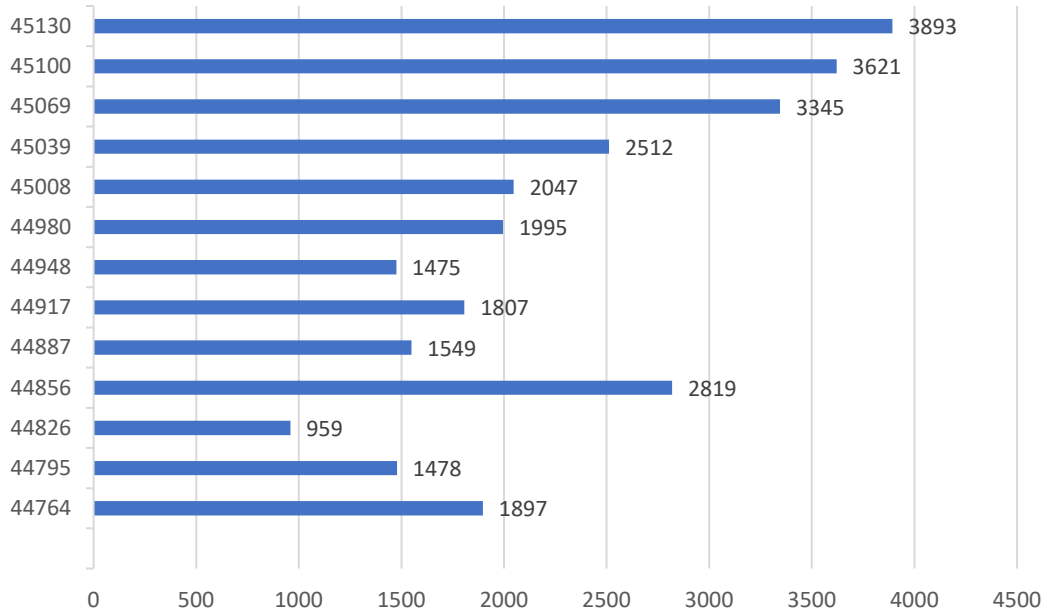
Special Activities/Accomplishments:

Summer Reading: Elementary Makers Space, Rec Center shows, Drop-In Makers Space, Tween Makers, Community Voice Story Time, Preschool visits, Trivia Night, Movie Night, Female Lighthouse Keepers RAGBRAI brought many visitors to the library (estimated 1,000)

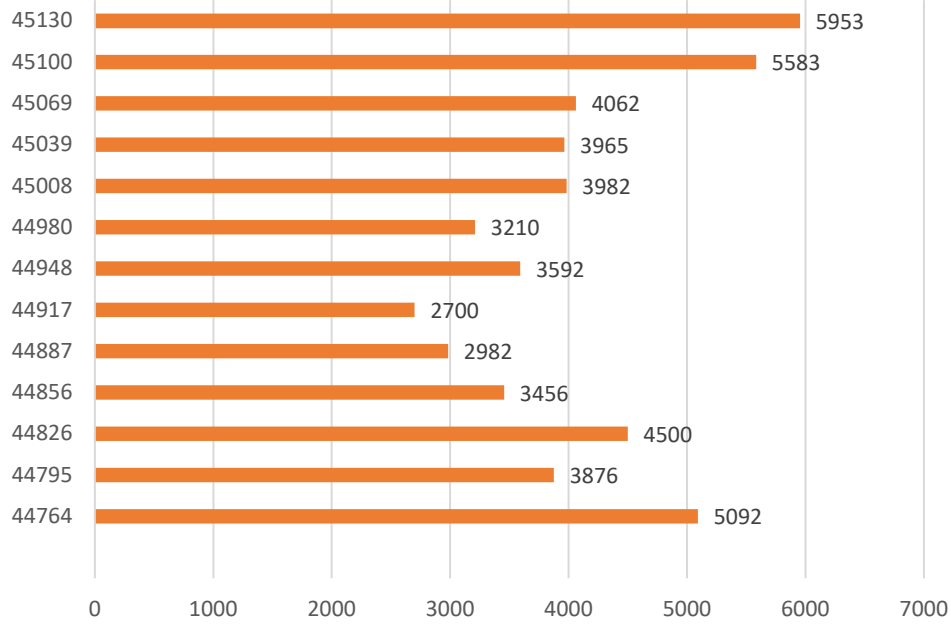
Library Stats July 2022 - July 2023



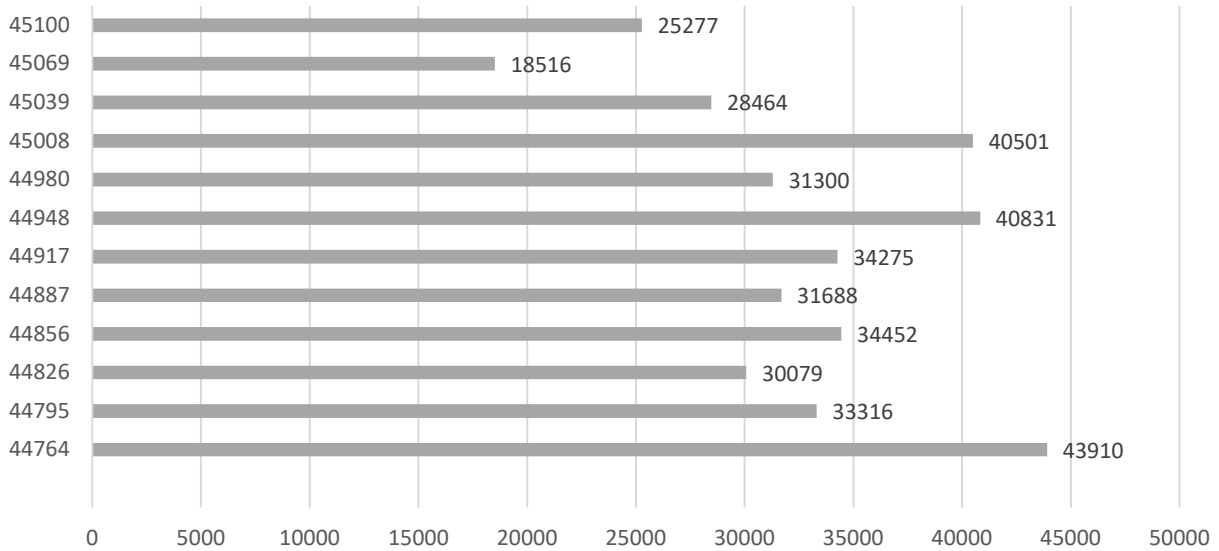
Program Attendance (July 2022 - July 2023)



Door Count (July 2022 - July 2023)



Resources Utilized (June 2022 - June 2023)



CARROLL PUBLIC LIBRARY

Monthly Activity Report



Month/ Year: Fiscal Year 2023

Program Attendance		Yearly Statistics	
Stories with Diane	1,490	Total Print Circulation	99,455
Rookies Storytime	1,604	BRIDGES Circulation	19,708
Grab & Go Children's Craft	3,364	Public Computer Use	2,749
Coloring Sheets	4,970	Wi-Fi Use	6,543
Book Visits	4,100	Website Use	214,449
Preschool Field Trips	1,892	Daily Times Herald Archives Views	13,580
Book Drops - Seniors	116	Breda & Glidden News Views	25,071
Daycare Drops	80	Consumer Reports	1,670
Passive Programs (Childrens)	308	Global Road Warrior	59
Special Programs (Childrens)	308	Learning Express	203
Summer Reading (in-library)	536	Freegal	8,386
Summer Reading (Rec Center)	1,014	Transparent Language	126
Tech Help	41	LinkedIn Learning	313
Book Club (adults)	144	Brainfuse	31
Crafty Library Ladies	703	Novelist	77
Poetry Groups	31	Auto Repair Source	24
Trivia	41	Niche Academy	265
Bingo	60	ABC Mouse	8
Puzzles	253		
Movie Nights	34	Total Resources Used	392,717
Makerspace Days	449		
Teen Programs	6	Carroll & contract cities circulation	68,272
Dungeons & Dragons	58	Rural circulation	10,518
Gay Straight Alliance	22	Open Access	11,919
Tween Programs	273	ILL	1,029
Rebel Readers	32		
Nat. Lib. Week Events	281	Materials added	3286
Special Programs (Adults/Family)	681	Materials deleted	3919
Curbside Pickup	137		
Meeting Room Use	231		
Study Room Use	1304	Members Saved FY23	\$1,301,376.50
Makers Space/Craft Room Use	57		
Total Program Attendance	24,620	New Library Cards Issued	553
Montly Door Count	47,000	Active Accounts	6,572

2022 SUMMER READING STATS

1,038
participants for
Field Trips

165 New
Library
Cards



Tween programs
STEM Classes
Story Time

527 Beanstack
Users

199
Completions

1,514
Carroll Rec
Center Shows
Attendance

Special Shows:
Bear Camp
Movie Night
Jerry Barlow concert

554 Craft Kits

500 Coloring
Sheets

June/July
Check-outs:
25,578



June/July
Door
Count
9,437



Total
Program
Attendance:
3,369



2023 SUMMER READING STATS



**163 New
Library
Cards**

**1,509
participants for
Field Trips and
Summer
Reading
"Commercials"**

**506 Beanstack
users
4,618 Books
Logged
287 completions**



**June/July
Check-outs:
25,090**

**Attendance at
Carroll
Rec Center
shows:
1,109**

**Special Shows:
Reading with the
Merchants
Trivia Nights
Young Writers Club
Female Lighthouse
Keepers
Movie Nights
Bingo**

**Rookies &
Community
Voice Story
Times**



**June/
July
Door Count
11,536**

**Makers
Space
Programs:
Elementary
Drop-In
Tween
Crafts &
Activities**

**700 Craft
Kits
1,260
Coloring
Sheets**



**Total
Program
Attendance:
4,098**