



## City Council Meeting

Monday, October 23, 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. Consent Agenda**

**a. Approval of Minutes of the October 9, 2023 Meeting**

**b. Approval of Bills and Claims**

**c. Licenses and Permits:**

- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *Rancho Grande*
- New 5-day Special Class "C" Retail Alcohol License (Jingle & Mingle Event at Carroll Design & Salvage on November 9, 2023) - *Lucky Wife Wine Slushies*

**d. Lease Agreements with Carroll Community School District and Kuemper Catholic School System**

- Resolution-Baseball Stadium Carroll Community School District
- Resolution-Baseball Stadium Kuemper Catholic
- Resolution-FFA Farm
- Resolution-Field 7- Kuemper Catholic Softball

- Resolution-Merchants Park Concessions- Kuemper Catholic School

#### **4. Oral Requests and Communications from the Audience**

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

#### **5. Ordinances**

- None

#### **6. Resolutions**

##### **a. Rolling Hills South Condominiums Second Urban Renewal Plan**

- Public Hearing on the proposed Rolling Hills South Condominiums Second Urban Renewal Plan
- Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or combination thereof, of such area is necessary in the interest of the public health safety, or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Rolling Hills South Condominiums Second Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Second Urban Renewal Plan

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.

and item 8.c - [September 11, 2023](#) – Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement - Resolution Setting Public Hearing

##### **b. Rolling Hills South Condominiums Second Urban Renewal Plan – Development Agreement with 704 Development Corp.**

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

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.

and item 8.c - [September 11, 2023](#) – Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement - Resolution Setting Public Hearing

#### **7. Reports**

##### **a. Street Maintenance Facility - Forklift Purchase**

Also see item VII.A – [August 24, 2020](#) - Street Maintenance Facility - Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost and Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

and item VI.C – [September 28, 2020](#) - Street Maintenance Facility - Report of Bid Opening and Consideration of Award of Bid  
and item VII.A – [February 8, 2021](#) - Street Maintenance Facility - Bridge Crane  
and item VIII.B – [February 22, 2021](#) – Street Maintenance Facility - Change Order No. 1  
and item 7.a – [January 24, 2022](#) - Street Maintenance Facility - Change Order No. 2  
and item 3.g – [June 27, 2022](#) - Street Maintenance Facility - Change Order No. 3  
and item 8.a – [March 13, 2023](#) - Street Maintenance Facility – Certificate of Substantial Completion  
and item 14 – [April 10, 2023](#) – Street Maintenance Facility – Change Order No. 4  
and item 7.c - [June 12, 2023](#) – Street Maintenance Facility – Fund Balance Expenditure and Asphalt Replacement Proposal

**b. Street Maintenance Facility - Pressure Washer Purchase**

Also see item VII.A – [August 24, 2020](#) - Street Maintenance Facility - Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost and Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost  
and item VI.C – [September 28, 2020](#) - Street Maintenance Facility - Report of Bid Opening and Consideration of Award of Bid  
and item VII.A – [February 8, 2021](#) - Street Maintenance Facility - Bridge Crane  
and item VIII.B – [February 22, 2021](#) – Street Maintenance Facility - Change Order No. 1  
and item 7.a – [January 24, 2022](#) - Street Maintenance Facility - Change Order No. 2  
and item 3.g – [June 27, 2022](#) - Street Maintenance Facility - Change Order No. 3  
and item 8.a – [March 13, 2023](#) - Street Maintenance Facility – Certificate of Substantial Completion  
and item 14 – [April 10, 2023](#) – Street Maintenance Facility – Change Order No. 4  
and item 7.c - [June 12, 2023](#) – Street Maintenance Facility – Fund Balance Expenditure and Asphalt Replacement Proposal

**c. Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 7**

Also see item VI.C - [March 8, 2021](#) - Contract for Services Agreement - Carroll Recreation Center Building Improvements Project - 2021  
and item VII.D - [June 14, 2021](#) - Carroll Recreation Center Building Improvements Project - 2021  
and item 7.a - [December 20, 2021](#) - Carroll Recreation Center Building Improvements Project - 2021 - Public Hearing on Plans & Specifications  
and item 7.c - [February 14, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Bid Options Rejected  
and item 6.a - [February 28, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Bid Options Rejected and Authorize additional engineering services  
and item 6.a - [March 14, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Additional Engineering Services Contract  
and item 6.e - [May 23, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Public Hearing on Plans & Specifications

and item 7.c - [June 27, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Award Construction Contract  
and item 3.e - [August 22, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Construction Materials Testing Proposal  
and item 8.d - [October 10, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 1  
and item 8.b - [October 24, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 2  
and item 7.a - [December 19, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 3  
and item 7.a - [January 9, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 3  
and item 7.a - [February 13, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 4  
and item 8.a - [June 26, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 5  
and item 7.b - [July 10, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 6

**d. Set Public Hearing Date for FY 2023/2024 Budget Amendment #1**  
[FY 2023/2024 Budget Proposal](#)

- 8. Committee Reports (Informational Only)**
- 9. Comments from the Mayor**
- 10. Comments from the City Council**
- 11. Comments from the City Manager**
- 12. Adjourn**

November Meetings:

- \* Parks, Recreation and Cultural Advisory Board - November 2, 2023 - Recreation Center - 716 N Grant Rd
- \* Board of Adjustment - November 6, 2023 - City Hall - 627 N Adams St
- \* Planning and Zoning Commission – November 8, 2023 – City Hall - 627 N Adams St
- \* City Council – November 13, 2023 – City Hall – 627 N Adams St
- \* Airport Commission – November 13, 2023 – Airport Terminal Building - 21177 Quail Ave
- \* Library Board of Trustees – November 20, 2023 – Carroll Public Library – 118 E 5th St
- \* City Council – November 27, 2023 – City Hall – 627 N Adams St

**[www.cityofcarroll.com](http://www.cityofcarroll.com)**

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





COUNCIL MEETING

OCTOBER 9, 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.

\* \* \* \* \*

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

\* \* \* \* \*

Mayor Beardmore read a proclaiming declaring October 8 – 14, 2023, as Fire Prevention Week throughout the City of Carroll and urge all citizens to educate themselves and others around them about safe cooking practices and to participate in the many public safety activities and efforts of Carroll’s fire and emergency services throughout the year. No Council action taken.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the September 25, 2023 Council meeting, as written; b) bills and claims in the amount of \$1,291,230.61; c) the following licenses and permits: Renewal of Class “C” Retail Alcohol License with Outdoor Service – *Don Roy’s, Inc. (dba The Hub/Piranha Club)*, Renewal of Class “E” Retail Alcohol License – *Fareway Stores, Inc. #409*, Renewal Class “C” Retail Alcohol License with Catering Privilege – *Hy-Vee Market Café*, New Class “B” Retail Alcohol License – *Hy-Vee Fast & Fresh*, New Special Class “C” Retail Native Wine License – *Full Swing Golf LLC*, Resolution No. 23-80, Allowing Cloud Nine, LLC (dba Lucky Wife Wine Slushies) to Sell Alcoholic Beverages in Graham Park, and New Special 5-day Class “C” Retail Alcohol License with Outdoor Service (October 20, 2023) – *Lucky Wife Wine Slushies*; d) Acceptance of Tobacco Settlement Agreement with Sparky’s One Stop; e) bid from Haley Equipment for a new small utility tractor for the net trade amount of \$7,968.19; and f) bid from Van Wall Equipment for a new front mount mower, cab, and blower for the net trade amount \$35,799.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

It was moved by Bauer, seconded by Siemann, to approve Resolution No. 23-81, Making Award of the Construction Contract for the Water Distribution Main Replacements – 2023 Project Groups A & B to Jet Drain Services, LLC at their bid price of \$523,910.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Schreck, to approve Change Order No. 2 to the Adams Street Reconstruction Project in the amount of a decrease of \$19,225.69. The effect of the proposed Change Order No. 2 on the project is as follows:

Original Contract	\$3,550,680.08
Change Order No. 1	(4,984.97)
Proposed Change Order No. 2	<u>19,225.69</u>
Contract with Change Orders	<u>\$3,564,920.80</u>

On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Bauer, to accept the report of bid opening and approve Resolution No. 23-82, Making Award of the Construction Contract for the City of Carroll – 2023 Municipal Golf Course Booster Pump Station Project to Synergy Contracting, LLC at their bid amount of \$568,002.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Dirkx, to approve Resolution No. 23-83, Authorizing Temporary Transfer of Surplus Funds from the Carroll Sewer Utility Fund to the City of Carroll and Authorizing Advancement of Costs for an Urban Renewal Project and Certification of Expenses Incurred by the City for Payment Under Iowa Code Section 403.19. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

At 5:44 p.m. Mayor Beardmore opened a public hearing on the voluntary annexation request from Ziegler Carroll, LLC and Carroll County, Iowa. Wayne Hilbert, Principal Architect with CNH Architects (representing Ziegler Carroll, LLC) addressed Council on this issue. Mayor Beardmore closed said public hearing at 5:57 p.m.

It was moved by Bordenaro, seconded by Dirx, to approve Resolution No. 23-84, Voluntary Annexation of Land (approximately 30 acres described as Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE ¼ NE ¼; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW ¼ NE ¼, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa; Lot A of Lot 1 of the NW ¼ NE ¼ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and Lot A of Lot 1 Northeast Quarter Northeast Quarter, Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa) Adjacent to the Western Boundary of the City of Carroll into the Corporate Limits of the City of Carroll. On roll call, all present voted aye. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Bauer, to go into closed session at 5:58 p.m. to pursuant to Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Schreck, to go back into open session at 6:35 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Bauer, to adjourn at 6:36 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	: 10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023			
PARTIALLY ITEMS DATES:	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023			
UNPAID ITEMS DATES	:	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023			
VENDOR	---- VENDOR NAME ----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003940	A T & T MOBILITY	CELL PHONES AND AIR CARDS	826.18	826.18-	128342	10/12/23	0.00
		** TOTALS **	826.18	826.18-			0.00
01-004008	AARON KOOIKER	ICMA CONFERENCE EXPENSES	1,235.93	0.00	000000	0/00/00	1,235.93
		** TOTALS **	1,235.93	0.00			1,235.93
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	99.99	0.00	000000	0/00/00	99.99
		** TOTALS **	99.99	0.00			99.99
01-001704	ACCO	POOL CHEMICALS	2,690.40	0.00	000000	0/00/00	2,690.40
01-001704	ACCO	POOL CHEMICALS	1,223.30	0.00	000000	0/00/00	1,223.30
		** TOTALS **	3,913.70	0.00			3,913.70
01-003958	ADB SAFEGATE AMERICAS LLC	LED BULBS	123.56	123.56-	128343	10/12/23	0.00
		** TOTALS **	123.56	123.56-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	6,009.18	6,009.18-	128348	10/12/23	0.00
		** TOTALS **	6,009.18	6,009.18-			0.00
01-002141	AMERICAN SOCIETY OF	ASCE MEMBERSHIP	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	31.99	0.00	000000	0/00/00	31.99
01-002370	ARNOLD MOTOR SUPPLY	OIL DRAIN	324.99	0.00	000000	0/00/00	324.99
01-002370	ARNOLD MOTOR SUPPLY	#33 REPAIR PARTS	33.07	0.00	000000	0/00/00	33.07
01-002370	ARNOLD MOTOR SUPPLY	#22 WINDSHIELD WIPERS	33.18	0.00	000000	0/00/00	33.18
01-002370	ARNOLD MOTOR SUPPLY	CLEANER AND OIL	49.78	0.00	000000	0/00/00	49.78
01-002370	ARNOLD MOTOR SUPPLY	#35 AIR FILTERS	21.78	0.00	000000	0/00/00	21.78
		** TOTALS **	494.79	0.00			494.79
01-002818	BAKER AND TAYLOR INC.	BOOKS	611.71	611.71-	128369	10/19/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	408.75	408.75-	128369	10/19/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	175.61	175.61-	128369	10/19/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,066.50	1,066.50-	128369	10/19/23	0.00
		** TOTALS **	2,262.57	2,262.57-			0.00
01-000087	BERT GURNEY & ASSOCIATES	REPLACEMENT CAP	566.85	0.00	000000	0/00/00	566.85
		** TOTALS **	566.85	0.00			566.85
01-003515	BOMGAARS	SUPPLIES	20.30	0.00	000000	0/00/00	20.30
01-003515	BOMGAARS	SUPPLIES	11.95	0.00	000000	0/00/00	11.95
01-003515	BOMGAARS	SUPPLIES	23.98	0.00	000000	0/00/00	23.98
01-003515	BOMGAARS	SUPPLIES	104.70	0.00	000000	0/00/00	104.70
01-003515	BOMGAARS	FASTENERS	20.25	0.00	000000	0/00/00	20.25

=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====  
 PAID ITEMS DATES : 10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023  
 PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023  
 UNPAID ITEMS DATES :      10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003515	BOMGAARS	MISC SUPPLIES	33.96	0.00	000000	0/00/00	33.96
01-003515	BOMGAARS	PLANT SUPPLIES	43.36	0.00	000000	0/00/00	43.36
01-003515	BOMGAARS	TOOLS	239.81	0.00	000000	0/00/00	239.81
01-003515	BOMGAARS	AIR HOSE	32.57	0.00	000000	0/00/00	32.57
01-003515	BOMGAARS	TOOLS AND KNEE PADS	69.99	0.00	000000	0/00/00	69.99
		** TOTALS **	600.87	0.00			600.87
01-003693	BRUNER & BRUNER	LEGAL SERVICES	1,336.50	0.00	000000	0/00/00	1,336.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	729.00	0.00	000000	0/00/00	729.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS	162.00	0.00	000000	0/00/00	162.00
01-003693	BRUNER & BRUNER	CEMETERY	40.50	0.00	000000	0/00/00	40.50
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	162.00	0.00	000000	0/00/00	162.00
		** TOTALS **	2,430.00	0.00			2,430.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	261.48	261.48-	128383	10/19/23	0.00
		** TOTALS **	261.48	261.48-			0.00
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	128351	10/12/23	0.00
		** TOTALS **	350.00	350.00-			0.00
01-003045	CARPET ONE FLOOR & HOME	FLOORING	1,378.51	0.00	000000	0/00/00	1,378.51
		** TOTALS **	1,378.51	0.00			1,378.51
01-000747	CARROLL AUTO SUPPLY	STARTER RETURNED	259.00-	0.00	000000	0/00/00	259.00-
01-000747	CARROLL AUTO SUPPLY	STARTER RETURNED	160.07-	0.00	000000	0/00/00	160.07-
01-000747	CARROLL AUTO SUPPLY	#53 STARTER	160.07	0.00	000000	0/00/00	160.07
01-000747	CARROLL AUTO SUPPLY	#53 STARTER	259.00	0.00	000000	0/00/00	259.00
01-000747	CARROLL AUTO SUPPLY	HOIST	6,940.00	0.00	000000	0/00/00	6,940.00
01-000747	CARROLL AUTO SUPPLY	TRANSMISSION FLUID	87.15	0.00	000000	0/00/00	87.15
		** TOTALS **	7,027.15	0.00			7,027.15
01-004132	CARROLL AVIATION INC.	CONTRACT	7,085.00	7,085.00-	128345	10/12/23	0.00
		** TOTALS **	7,085.00	7,085.00-			0.00
01-004146	CARROLL CONTROL SYSTEMS	ROOF REPAIRS	1,945.45	1,945.45-	128384	10/19/23	0.00
01-004146	CARROLL CONTROL SYSTEMS	A/C UNIT REPAIRS	170.00	170.00-	128384	10/19/23	0.00
		** TOTALS **	2,115.45	2,115.45-			0.00
01-004170	CARROLL COUNTY RECORDER	ZIEGLER ANNEXATION RECORDING	22.00	0.00	000000	0/00/00	22.00
		** TOTALS **	22.00	0.00			22.00
01-004196	CARROLL HYDRAULICS	SNOW PLOW REPAIRS	203.17	203.17-	128346	10/12/23	0.00
01-004196	CARROLL HYDRAULICS	SNOW PLOW REPAIRS	13.76	13.76-	128346	10/12/23	0.00
		** TOTALS **	216.93	216.93-			0.00

=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====  
 PAID ITEMS DATES : 10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023  
 PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023  
 UNPAID ITEMS DATES :      10/06/2023 THRU 10/19/2023      10/06/2023 THRU 10/19/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002977	CARROLL REFUSE SERVICE	SEPTEMBER GARBAGE	65.55	65.55-	128338	10/12/23	0.00
		** TOTALS **	65.55	65.55-			0.00
01-001393	CHAMPION FORD INC.	NEW FLY WHEEL #53	1,141.80	0.00	000000	0/00/00	1,141.80
		** TOTALS **	1,141.80	0.00			1,141.80
01-003959	CHASE PAYMENTECH MERCHANT	SEPT IN-OFFICE CC PROCESSING	276.44	276.44-	000000	10/09/23	0.00
01-003959	CHASE PAYMENTECH MERCHANT	SEPT. ONLINE CC PROCESSING	860.02	860.02-	000000	10/09/23	0.00
		** TOTALS **	1,136.46	1,136.46-			0.00
01-004071	CHRISTINE DRAKE	ROOM RENT REFUND	30.00	30.00-	128382	10/19/23	0.00
		** TOTALS **	30.00	30.00-			0.00
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	278.10	0.00	000000	0/00/00	278.10
		** TOTALS **	278.10	0.00			278.10
01-003633	CLEANING SOLUTIONS INC	LIBRARY & FLOOR CLEANING	3,670.00	3,670.00-	128374	10/19/23	0.00
		** TOTALS **	3,670.00	3,670.00-			0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	14,480.91	14,480.91-	001654	10/19/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,858.98	15,858.98-	001654	10/19/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5,063.46	5,063.46-	001654	10/19/23	0.00
		** TOTALS **	35,403.35	35,403.35-			0.00
01-002071	COMPUTER REPAIR & SERVICE	OFFICE PRODUCTS (YEARLY)	1,093.20	1,093.20-	128366	10/19/23	0.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUE	30.00	0.00	000000	0/00/00	30.00
01-002071	COMPUTER REPAIR & SERVICE	LABOR/INSTALLATION	780.00	780.00-	128366	10/19/23	0.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER PRINTER ISSUE	60.00	0.00	000000	0/00/00	60.00
01-002071	COMPUTER REPAIR & SERVICE	LAPTOP & SETUP - DEPUTY CLERK	1,678.00	0.00	000000	0/00/00	1,678.00
01-002071	COMPUTER REPAIR & SERVICE	LABOR/INSTALLATION	240.00	240.00-	128366	10/19/23	0.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER ISSUES	60.00	0.00	000000	0/00/00	60.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS RENEWAL	90.00	0.00	000000	0/00/00	90.00
		** TOTALS **	4,031.20	2,113.20-			1,918.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	205.00	0.00	000000	0/00/00	205.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	348.00	0.00	000000	0/00/00	348.00
		** TOTALS **	553.00	0.00			553.00
01-003924	DELTA DENTAL	NOV. DENTAL INS. PREMIUMS	1,461.10	1,461.10-	128376	10/19/23	0.00
		** TOTALS **	1,461.10	1,461.10-			0.00
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	8,320.75	0.00	000000	0/00/00	8,320.75
		** TOTALS **	8,320.75	0.00			8,320.75

=====PAYMENT DATES=====		=====ITEM DATES=====	=====POSTING DATES=====				
PAID ITEMS DATES	: 10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023	THRU 10/19/2023			
PARTIALLY ITEMS DATES:	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023	THRU 10/19/2023			
UNPAID ITEMS DATES	:	10/06/2023 THRU 10/19/2023	10/06/2023	THRU 10/19/2023			
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-006275	DREES OIL CO. INC.	DIESEL	358.06	0.00	000000	0/00/00	358.06
01-006275	DREES OIL CO. INC.	#2 RED DIESEL	1,727.16	0.00	000000	0/00/00	1,727.16
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,406.44	0.00	000000	0/00/00	1,406.44
		** TOTALS **	3,491.66	0.00			3,491.66
01-006725	EARL MAY STORE	SUPPLIES	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	27.00	0.00			27.00
01-012590	ECHO ELECTRIC SUPPLY	BULBS	50.26	0.00	000000	0/00/00	50.26
		** TOTALS **	50.26	0.00			50.26
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	144.13	144.13-	128347	10/12/23	0.00
		** TOTALS **	144.13	144.13-			0.00
01-003971	EMPLOYEE BENEFIT SYSTEMS	HRA CHECKS	1,027.75	1,027.75-	000000	10/09/23	0.00
01-003971	EMPLOYEE BENEFIT SYSTEMS	HRA CHECKS	194.48	194.48-	000000	10/12/23	0.00
		** TOTALS **	1,222.23	1,222.23-			0.00
01-003870	ERIC STEINKAMP	WORK COMP DR. APPT	98.91	98.91-	128341	10/12/23	0.00
		** TOTALS **	98.91	98.91-			0.00
01-002627	ETHAN KATHOL	FIREARMS RECERTIFICATION	58.87	58.87-	128367	10/19/23	0.00
		** TOTALS **	58.87	58.87-			0.00
01-008050	FASTENAL COMPANY	GLOVES	55.30	0.00	000000	0/00/00	55.30
01-008050	FASTENAL COMPANY	GLOVES	40.02	0.00	000000	0/00/00	40.02
		** TOTALS **	95.32	0.00			95.32
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	14,708.10	14,708.10-	001655	10/19/23	0.00
		** TOTALS **	14,708.10	14,708.10-			0.00
01-009315	GALLS INC.	HELLER BOOTS	91.25	0.00	000000	0/00/00	91.25
		** TOTALS **	91.25	0.00			91.25
01-009500	GEHLING WELDING & REPAIR	PLATFORM LADDER	1,975.00	0.00	000000	0/00/00	1,975.00
01-009500	GEHLING WELDING & REPAIR	SUPPLIES	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	1,985.00	0.00			1,985.00
01-002567	GEHLPRO WELDING	BUILD BRACKETS	131.04	0.00	000000	0/00/00	131.04
		** TOTALS **	131.04	0.00			131.04
01-010193	GROSSMAN & SONS EXCAVATIN	SLOW PITCH WALL PROJECT	12,280.00	0.00	000000	0/00/00	12,280.00
		** TOTALS **	12,280.00	0.00			12,280.00



=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES : 10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000992	GUTE TREE SERVICE	ASH TREE AND STUMP REMOVAL	1,000.00	0.00	000000	0/00/00	1,000.00
		** TOTALS **	1,000.00	0.00			1,000.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	2,930.00	0.00	000000	0/00/00	2,930.00
		** TOTALS **	2,930.00	0.00			2,930.00
01-002869	I SAW THE SIGN LLC	WINDOW GLASS VINYL REPLACEMENT	380.00	380.00-	128371	10/19/23	0.00
		** TOTALS **	380.00	380.00-			0.00
01-012578	INTERNATIONAL INSTITUTE	IIMC DUES	185.00	0.00	000000	0/00/00	185.00
		** TOTALS **	185.00	0.00			185.00
01-003982	IOWA INFORMATION MEDIA GR	PROGRAM GUIDE & AD	330.00	330.00-	128379	10/19/23	0.00
01-003982	IOWA INFORMATION MEDIA GR	ADS	474.25	0.00	000000	0/00/00	474.25
01-003982	IOWA INFORMATION MEDIA GR	LEGAL PUBLICATIONS	566.68	0.00	000000	0/00/00	566.68
		** TOTALS **	1,370.93	330.00-			1,040.93
01-012685	IOWA SMALL ENGINE CENTER	WEEDEATER HEAD	32.42	0.00	000000	0/00/00	32.42
		** TOTALS **	32.42	0.00			32.42
01-012693	IOWA STATE UNIVERSITY	STAY INDEPENDENT PROGRAM	100.00	100.00-	128386	10/19/23	0.00
		** TOTALS **	100.00	100.00-			0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	19,867.32	19,867.32-	001656	10/19/23	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	477.11	477.11-	001656	10/19/23	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	31.46	31.46-	001656	10/19/23	0.00
		** TOTALS **	20,375.89	20,375.89-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,080.00	0.00	000000	0/00/00	1,080.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	780.00	0.00	000000	0/00/00	780.00
		** TOTALS **	1,860.00	0.00			1,860.00
01-013440	JERRY'S AUTO SERVICE	#60 TIRE REPAIRS	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	30.00	0.00			30.00
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	26.27	0.00	000000	0/00/00	26.27
		** TOTALS **	26.27	0.00			26.27
01-002700	JUSTIN FERRIN	MEALS SUPERVISION TRAINING	287.10	287.10-	128368	10/19/23	0.00
		** TOTALS **	287.10	287.10-			0.00
01-014520	KASPERBAUER CLEANING SER	CLEANING SUPPLIES	69.03	0.00	000000	0/00/00	69.03
		** TOTALS **	69.03	0.00			69.03

```

=====PAYMENT DATES=====
PAID ITEMS DATES : 10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
=====POSTING DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
  
```

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004067	KATHY JEAN WILSON	DEATH COMES FOR ALL OF US PROG	240.00	240.00-	128381	10/19/23	0.00
		** TOTALS **	240.00	240.00-			0.00
01-004066	KERSTEN POSTEL	BOOK VISITS	30.59	30.59-	128380	10/19/23	0.00
		** TOTALS **	30.59	30.59-			0.00
01-004068	LARRY R PUDENZ	VEHICLE LIFT INSTALLATION	325.00	0.00	000000	0/00/00	325.00
		** TOTALS **	325.00	0.00			325.00
01-002969	LINKEDIN CORPORATION	LINKEDIN LEARNING DATABASE	2,500.00	2,500.00-	128372	10/19/23	0.00
		** TOTALS **	2,500.00	2,500.00-			0.00
01-004070	LINOH20	SCALE RECERTIFICATION	1,141.00	0.00	000000	0/00/00	1,141.00
		** TOTALS **	1,141.00	0.00			1,141.00
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	141.80	0.00	000000	0/00/00	141.80
		** TOTALS **	141.80	0.00			141.80
01-001193	MARKET ON 30	SUPPLIES	5.69	0.00	000000	0/00/00	5.69
		** TOTALS **	5.69	0.00			5.69
01-017133	MASTERCARD	DATABASES AND SUPPLIES	1,154.53	1,154.53-	128387	10/19/23	0.00
		** TOTALS **	1,154.53	1,154.53-			0.00
01-002959	MATTHEW RIEDELL	STEEL TOED BOOTS	187.24	187.24-	128337	10/12/23	0.00
		** TOTALS **	187.24	187.24-			0.00
01-002993	MC CLURE ENGINEERING CO.	ADAMS ST RECONSTRUCTION	1,036.00	0.00	000000	0/00/00	1,036.00
01-002993	MC CLURE ENGINEERING CO.	SEPT. ENGINEERING LED PROJECT	5,117.50	5,117.50-	128339	10/12/23	0.00
		** TOTALS **	6,153.50	5,117.50-			1,036.00
01-003967	MICHAEL R ANDERSON	SPOOKY STORIES PROGRAM	425.00	425.00-	128353	10/17/23	0.00
		** TOTALS **	425.00	425.00-			0.00
01-003966	MICROBAC LABORATORIES INC	LEAD AND COPPER	27.50	0.00	000000	0/00/00	27.50
01-003966	MICROBAC LABORATORIES INC	LEAD & COPPER	82.50	0.00	000000	0/00/00	82.50
01-003966	MICROBAC LABORATORIES INC	MONTHLY BAC T/FLUORIDE	92.00	0.00	000000	0/00/00	92.00
01-003966	MICROBAC LABORATORIES INC	MONTHLY BAC-T SAMPLES	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	277.00	0.00			277.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	56,832.63	56,832.63-	128349	10/12/23	0.00
		** TOTALS **	56,832.63	56,832.63-			0.00

```

=====PAYMENT DATES=====
PAID ITEMS DATES : 10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023

=====POSTING DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
  
```

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-017585	MIDWEST WHOLESALE BLDG PR	MORTAR MIX	55.20	0.00	000000	0/00/00	55.20
01-017585	MIDWEST WHOLESALE BLDG PR	MORTAR MIX	85.00	0.00	000000	0/00/00	85.00
		** TOTALS **	140.20	0.00			140.20
01-001567	MIKE MERTES	STEEL TOED BOOTS	200.00	200.00-	128335	10/12/23	0.00
		** TOTALS **	200.00	200.00-			0.00
01-017730	MOORHOUSE READY MIX CO.	JOAN AVE MAIN BREAK	510.25	0.00	000000	0/00/00	510.25
01-017730	MOORHOUSE READY MIX CO.	ROW 2040 N MAIN HALBUR HDWE	628.00	0.00	000000	0/00/00	628.00
01-017730	MOORHOUSE READY MIX CO.	CONCRETE REPLACEMENT	1,413.00	0.00	000000	0/00/00	1,413.00
01-017730	MOORHOUSE READY MIX CO.	MAIN BREAK - MOCKINGBIRD DR	235.50	0.00	000000	0/00/00	235.50
01-017730	MOORHOUSE READY MIX CO.	1006 W 10TH ST ROW	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	OLIVE STREET PATCH	1,570.00	0.00	000000	0/00/00	1,570.00
01-017730	MOORHOUSE READY MIX CO.	OLIVE STREET PATCH	1,570.00	0.00	000000	0/00/00	1,570.00
01-017730	MOORHOUSE READY MIX CO.	PEEBLE LANE MAIN BREAK	1,256.00	0.00	000000	0/00/00	1,256.00
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE PATCH	1,530.75	0.00	000000	0/00/00	1,530.75
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE PL PATCH	549.50	0.00	000000	0/00/00	549.50
01-017730	MOORHOUSE READY MIX CO.	ROW 10TH & ADAMS TIGGES	431.75	0.00	000000	0/00/00	431.75
		** TOTALS **	10,636.75	0.00			10,636.75
01-017735	MOTOROLA SOLUTIONS INC	WATCHGUARD CONTRACT	2,550.00	0.00	000000	0/00/00	2,550.00
		** TOTALS **	2,550.00	0.00			2,550.00
01-018408	NAPA AUTO PARTS	DUMP TRUCK REPAIR PARTS	42.99	42.99-	128350	10/12/23	0.00
		** TOTALS **	42.99	42.99-			0.00
01-003263	NETBANX	SEPT. EFT PROCESSING FEES	24.56	24.56-	000000	10/12/23	0.00
		** TOTALS **	24.56	24.56-			0.00
01-002318	NEW HOPE BARGAIN SHOPPE	TOWELS	4.00	0.00	000000	0/00/00	4.00
		** TOTALS **	4.00	0.00			4.00
01-003846	NOAH J. KRUSE	NUISANCE 624 SAN SALVADOR	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-003298	NUTRIEN AG SOLUTIONS INC	GRASS FERTILIZER	1,320.00	1,320.00-	128340	10/12/23	0.00
		** TOTALS **	1,320.00	1,320.00-			0.00
01-020208	O'HALLORAN INTERNATIONAL	INT'L HV507 PARTIAL PYMT	146,501.00	0.00	000000	0/00/00	146,501.00
		** TOTALS **	146,501.00	0.00			146,501.00
01-020326	OPTIONS INK	SAMPLE ANALYSIS	58.32	0.00	000000	0/00/00	58.32
01-020326	OPTIONS INK	CALENDARS	21.27	0.00	000000	0/00/00	21.27
		** TOTALS **	79.59	0.00			79.59

```

=====PAYMENT DATES=====
PAID ITEMS DATES : 10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
=====POSTING DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
  
```

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-021050	P & H WHOLESALE INC.	AIR FILTERS	57.08	0.00	000000	0/00/00	57.08
		** TOTALS **	57.08	0.00			57.08
01-001949	PERFORMANCE TIRE & SERVIC	SUPPLIES RETURNED	5.60-	0.00	000000	0/00/00	5.60-
01-001949	PERFORMANCE TIRE & SERVIC	TIRE	110.00	0.00	000000	0/00/00	110.00
01-001949	PERFORMANCE TIRE & SERVIC	#53 TIRES	352.00	0.00	000000	0/00/00	352.00
01-001949	PERFORMANCE TIRE & SERVIC	BALL JOINTS & ALIGNMENT #53	945.57	0.00	000000	0/00/00	945.57
01-001949	PERFORMANCE TIRE & SERVIC	#14 OIL CHANGE	39.33	0.00	000000	0/00/00	39.33
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE	37.53	0.00	000000	0/00/00	37.53
01-001949	PERFORMANCE TIRE & SERVIC	#17 OIL CHANGE	40.23	0.00	000000	0/00/00	40.23
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	102.18	0.00	000000	0/00/00	102.18
01-001949	PERFORMANCE TIRE & SERVIC	#16 OIL CHANGE	40.23	0.00	000000	0/00/00	40.23
01-001949	PERFORMANCE TIRE & SERVIC	TOW #53 TO STREET GARAGE	88.00	0.00	000000	0/00/00	88.00
01-001949	PERFORMANCE TIRE & SERVIC	#22 TIRES	787.80	0.00	000000	0/00/00	787.80
01-001949	PERFORMANCE TIRE & SERVIC	#29 TIRE REPAIRS	53.50	0.00	000000	0/00/00	53.50
01-001949	PERFORMANCE TIRE & SERVIC	VEHICLE TOW - HOLMGAARD	153.00	0.00	000000	0/00/00	153.00
		** TOTALS **	2,743.77	0.00			2,743.77
01-000169	PERRY JOHNSON	SEPT. MILEAGE INSPECTIONS	180.13	0.00	000000	0/00/00	180.13
		** TOTALS **	180.13	0.00			180.13
01-021860	PRESTO-X-COMPANY	PEST CONTROL 112 E 5TH ST	58.32	0.00	000000	0/00/00	58.32
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS ST	96.05	0.00	000000	0/00/00	96.05
01-021860	PRESTO-X-COMPANY	PEST CONTROL REC CENTER	76.89	0.00	000000	0/00/00	76.89
		** TOTALS **	231.26	0.00			231.26
01-009870	RACCOON VALLEY ELECTRIC C	SEPTEMBER ELECTRIC SERVICE	1,043.23	1,043.23-	128385	10/19/23	0.00
		** TOTALS **	1,043.23	1,043.23-			0.00
01-000490	RANDALL M. KRAUEL	APWA IA FALL CONF. MILEAGE	250.21	250.21-	128334	10/12/23	0.00
		** TOTALS **	250.21	250.21-			0.00
01-023640	RAY'S REFUSE SERVICE	SEPT. GARBAGE PICKUP	1,549.81	0.00	000000	0/00/00	1,549.81
		** TOTALS **	1,549.81	0.00			1,549.81
01-003137	RDG PLANNING & DESIGN	REC CENTER BLDG IMPROVEMENTS	4,843.41	0.00	000000	0/00/00	4,843.41
		** TOTALS **	4,843.41	0.00			4,843.41
01-023815	REGION XII COG	JUNE-SEPT. FY 24 FUNDING	1,989.00	0.00	000000	0/00/00	1,989.00
		** TOTALS **	1,989.00	0.00			1,989.00
01-003785	RICK PEUGH	SEPT. MILEAGE INSEPCIONS	17.69	0.00	000000	0/00/00	17.69
		** TOTALS **	17.69	0.00			17.69

```

=====PAYMENT DATES=====
PAID ITEMS DATES      : 10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES: 10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES   :
=====ITEM DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
=====POSTING DATES=====
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
10/06/2023 THRU 10/19/2023
  
```

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000343	SCHRECK'S FOUR SEASON SER	738 MOCKINGBIRD - NUISANCE	425.00	0.00	000000	0/00/00	425.00
		** TOTALS **	425.00	0.00			425.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	56.48	0.00	000000	0/00/00	56.48
01-025250	SHERWIN WILLIAMS CO.	PAINT	56.48	0.00	000000	0/00/00	56.48
01-025250	SHERWIN WILLIAMS CO.	PAINT	64.40	0.00	000000	0/00/00	64.40
01-025250	SHERWIN WILLIAMS CO.	PAINT	19.34	0.00	000000	0/00/00	19.34
		** TOTALS **	196.70	0.00			196.70
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	60.00	0.00	000000	0/00/00	60.00
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	120.00	0.00			120.00
01-002865	STATE FAIR MINI DONUTS US	CONCESSIONS	239.93	0.00	000000	0/00/00	239.93
		** TOTALS **	239.93	0.00			239.93
01-025880	STONE PRINTING CO.	LAMINATING	3.00	3.00-	128388	10/19/23	0.00
01-025880	STONE PRINTING CO.	LEGAL PAPER	23.98	23.98-	128388	10/19/23	0.00
01-025880	STONE PRINTING CO.	STATE BB SIGNS	520.07	0.00	000000	0/00/00	520.07
		** TOTALS **	547.05	26.98-			520.07
01-001739	SYN-TECH SYSTEMS INC.	SOFTWARE/FUEL DELIVERY SYSTEM	412.40	412.40-	128336	10/12/23	0.00
		** TOTALS **	412.40	412.40-			0.00
01-026427	TERRACON CONSULTANTS INC	LED LIGHTING PROJECT - MGMT	462.50	462.50-	128352	10/12/23	0.00
		** TOTALS **	462.50	462.50-			0.00
01-002628	THE CTK GROUP	INTERVIEW TRAINING	500.00	0.00	000000	0/00/00	500.00
		** TOTALS **	500.00	0.00			500.00
01-002864	THE HORN BOOK	PERIODICAL RENEWAL 1 YR	49.00	49.00-	128370	10/19/23	0.00
		** TOTALS **	49.00	49.00-			0.00
01-004069	THOMAS SNYDER	VEHICLE LIFT INSTALLATION	325.00	0.00	000000	0/00/00	325.00
		** TOTALS **	325.00	0.00			325.00
01-026605	TIEFENTHALER AG-LIME	GOLF COURSE SAND	503.78	0.00	000000	0/00/00	503.78
		** TOTALS **	503.78	0.00			503.78
01-027060	TREASURER OF IOWA	SEPT. SALES TAX	12,249.03	12,249.03-	000000	10/09/23	0.00
01-027060	TREASURER OF IOWA	SEPT. SALES TAX	1,940.32	1,940.32-	000000	10/18/23	0.00
		** TOTALS **	14,189.35	14,189.35-			0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAYED ITEMS DATES	: 10/06/2023 THRU 10/19/2023	10/06/2023	THRU 10/19/2023	10/06/2023	THRU 10/19/2023		
PARTIALLY ITEMS DATES:	10/06/2023 THRU 10/19/2023	10/06/2023	THRU 10/19/2023	10/06/2023	THRU 10/19/2023		
UNPAID ITEMS DATES	:	10/06/2023	THRU 10/19/2023	10/06/2023	THRU 10/19/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-027079	TRIPLE A SEEDS INC.	GRASS SEED	345.00	0.00	000000	0/00/00	345.00
		** TOTALS **	345.00	0.00			345.00
01-003868	TRUE NORTH CONTROLS LLC	NANO IP TURBO RADIO	1,220.00	0.00	000000	0/00/00	1,220.00
		** TOTALS **	1,220.00	0.00			1,220.00
01-003220	TURFWERKS	SUPPLIES	37.88	0.00	000000	0/00/00	37.88
		** TOTALS **	37.88	0.00			37.88
01-003499	UMB BANK	FY 24 PAYING AGENT FEE	600.00	0.00	000000	0/00/00	600.00
01-003499	UMB BANK	FY 24 PAYING AGENT FEE	600.00	0.00	000000	0/00/00	600.00
		** TOTALS **	1,200.00	0.00			1,200.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	RANDOM DRUG TESTING	168.00	0.00	000000	0/00/00	168.00
		** TOTALS **	168.00	0.00			168.00
01-028290	USA BLUE BOOK	SUPPLIES	392.85	0.00	000000	0/00/00	392.85
01-028290	USA BLUE BOOK	SEWER HOSE	2,069.95	0.00	000000	0/00/00	2,069.95
		** TOTALS **	2,462.80	0.00			2,462.80
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	171.95	0.00	000000	0/00/00	171.95
		** TOTALS **	171.95	0.00			171.95
01-028814	VAN METER COMPANY	SYSTEM CL CHLORINATOR	181.46	0.00	000000	0/00/00	181.46
01-028814	VAN METER COMPANY	BATTERY FOR UPS	66.22	0.00	000000	0/00/00	66.22
01-028814	VAN METER COMPANY	WIRING TRUCK LIFT	72.11	0.00	000000	0/00/00	72.11
		** TOTALS **	319.79	0.00			319.79
01-003856	VINCHATTLE SOLUTIONS INCO	CONTRACT BLOCK HOURS	1,500.00	0.00	000000	0/00/00	1,500.00
		** TOTALS **	1,500.00	0.00			1,500.00
01-000191	WATTERS LANDSCAPING	DEEP TINE GREENS & TEES	3,000.00	0.00	000000	0/00/00	3,000.00
		** TOTALS **	3,000.00	0.00			3,000.00
01-003377	WELLMARK BLUE CROSS/BLUE	NOV HEALTH INSURANCE PREMIUMS	44,721.85	44,721.85-	128373	10/19/23	0.00
		** TOTALS **	44,721.85	44,721.85-			0.00
01-003962	WENDY JOHNSON	OUTREACH/SENIOR BOOK DROP-OFFS	13.10	13.10-	128377	10/19/23	0.00
		** TOTALS **	13.10	13.10-			0.00
01-003291	WORLDPAY INTEGRATED PAYME	SEPT. CC PROCESSING FEES	1,041.87	1,041.87-	000000	10/12/23	0.00
		** TOTALS **	1,041.87	1,041.87-			0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 10/4/2023	34.23	34.23-	128344	10/12/23	0.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES:	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :		10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 10/25/2023	55.30	55.30-	128378	10/19/23	0.00
		** TOTALS **	89.53	89.53-			0.00
01-003747	ZOOBEAN INC.	BEANSTACK PLUS	1,029.00	1,029.00-	128375	10/19/23	0.00
		** TOTALS **	1,029.00	1,029.00-			0.00
	* Payroll Expense		183,036.76				

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES:	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :		10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	415,276.06	415,276.06CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	243,142.70	0.00	243,142.70
VOID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>658,418.76</b>	<b>415,276.06CR</b>	<b>243,142.70</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	243,567.37
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	424.67CR
<b>** UNPAID TOTALS **</b>	<b>243,142.70</b>



	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
PARTIALLY ITEMS DATES :	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023
UNPAID ITEMS DATES :		10/06/2023 THRU 10/19/2023	10/06/2023 THRU 10/19/2023

FUND TOTALS

001	GENERAL FUND	156,976.18
010	HOTEL/MOTEL TAX	420.97
110	ROAD USE TAX FUND	160,022.25
121	LOCAL OPTION SALES TAX	12,280.00
200	DEBT SERVICE FUND	1,200.00
303	C.P. - AIRPORT	5,580.00
304	C.P. STREETS	1,036.00
313	C.P. - REC CENTER BLDG	4,843.41
314	C.P.-STREETS MAINT BLDG	9,565.00
600	WATER UTILITY FUND	47,904.62
602	WATER UTILITY CAP. IMP.	312.50
610	SEWER UTILITY FUND	27,249.52
620	STORM WATER UTILITY	586.37
850	MEDICAL INSURANCE FUND	47,405.18
	* PAYROLL EXPENSE	183,036.76

GRAND TOTAL 658,418.76

# 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 *CT*  
**DATE:** October 17, 2023  
**SUBJECT:** 2024 Lease Agreements with Carroll Community School District and Kuemper Catholic School System

- Resolution-Baseball Stadium Carroll Community School District
- Resolution-Baseball Stadium Kuemper Catholic
- Resolution-FFA Farm
- Resolution-Field 7- Kuemper Catholic Softball
- Resolution-Merchants Park Concessions- Kuemper Catholic School

There are five attached lease agreements with resolutions to this memorandum. These are annual leases between the City of Carroll, Carroll Community School District and Kuemper Catholic School System. Each are laid out below:

**Baseball Stadium Lease:** Both Schools- This is our annual lease agreement allowing both schools to utilize Merchants Park for their high school seasons. Nothing has changed in the contract other than dates.

**FFA Farm Lease:** The arrangements are the same as previous agreements. The City would receive \$1 for the lease. The City will not incur any expenses in the development of the crop. The advantages are the City would not have to maintain the property with mowing and spraying the site for weed control.

**Field 7 Lease- Kuemper Catholic Softball:** The Kuemper Catholic School System has requested use of Field 7 at the Youth Sports Complex located at the North end of Carroll, for use by the Kuemper Catholic Varsity and Junior Varsity softball teams. This is same verbiage as previous leases.

**Merchants Park Concessions Lease- Kuemper Catholic:** This Carroll Merchants Park Concession Lease is similar to other concession stand leases. Kuemper would be in charge of all staffing, ordering, prepping and serving of food and drink for Kuemper and Merchants games, and would take care of the area. This Lease would not include Iowa High School State Baseball concessions, although Carroll Community School District and Kuemper Catholic School System will likely be involved in aiding in concessions for the event.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached resolutions with Carroll Community School District and Kuemper Catholic School System for the 2024 lease agreements below:

- Carroll Community School District- Baseball Stadium
- Kuemper Catholic School System- Baseball Stadium
- Carroll Community School District- FFA Farm
- Kuemper Catholic School System- Field 7
- Kuemper Catholic School System- Merchants Park Concessions

**MERCHANTS PARK LEASE**  
**Carroll Community School District**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Carroll, Iowa (Landlord) and Carroll Community School District (Tenant).

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2024 baseball season (May 1st through July 17th). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2024 baseball season the Tenant shall notify the Landlord if he wishes to lease for the following year. The Parties may then renegotiate a new Lease.

**2. RENT.** Tenant agrees to pay Landlord as rent: Paying 25% of the overall salary of the field maintenance laborer.

**3. POSSESSION.** Tenant shall be entitled to possession for their scheduled games and practices on May 1, 2024, and shall yield all possession to Landlord on the last day of this Lease, which is September 1, 2024.

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

Priority use of the field shall be as follows:

a) Scheduling of varsity and junior varsity baseball games for both Kuemper High School and Carroll High School shall have priority until November 1, 2023. After November 1, 2023 Landlord may schedule games for the Carroll Merchants baseball team on any available dates with the Director of Parks and Recreation in Carroll. Once game schedules are submitted and approved by the Carroll Director of Parks and Recreation for the Carroll Merchants baseball team, Kuemper High School and Carroll High School cannot preempt the approved scheduled games for the Carroll Merchants baseball team. During the season, if a game needs to be rescheduled due to a rainout or other situation, a game may be rescheduled on any other available date on a first come first served basis with the Carroll Director of Parks and Recreation. Once a game date for a postponed game has been approved by the Carroll Director of Parks and Recreation, another group cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Director of Parks and Recreation to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game. Due to the anticipated high use of Merchants Park and to protect and maintain a high-quality playing surface, a minimum of 30% of all team practices shall occur off of the playing surface of the field, or in non-cleated shoes.

#### 5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

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

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor

The Landlord is under no obligation to provide staffing or supervision at Merchants Park at any time including but not limited to tenant games or practices.

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

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

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated supervision and cleanup fees will be determined by the Director of Parks and Recreation

and the Parks Superintendent. If additional fees are required after the conclusion of the event, the entity will be billed for those costs.

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

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

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

9. **INSURANCE.**

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

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

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

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

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

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

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

#### 14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

##### EVENTS OF DEFAULT

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

##### NOTICE OF DEFAULT

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

##### REMEDIES

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

15. **ADVERTISING.** Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at

the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

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

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

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

CITY OF CARROLL, IOWA –  
LANDLORD

Carroll Community School District  
– TENANT

By: \_\_\_\_\_  
Mark Beardmore, Mayor  
City Hall  
627 N. Adams St.  
Carroll, IA 51401

By: \_\_\_\_\_  
Carroll Community School District  
1026 N Adams St,  
Carroll, IA 51401

ATTEST:

By: \_\_\_\_\_  
Laura Schaefer, Clerk



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE MERCHANTS PARK LEASE BETWEEN THE CITY OF CARROLL AND THE CARROLL COMMUNITY SCHOOL DISTRICT**

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 Agreement Between the City of Carroll and the Carroll Community School District 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 Agreement Between the City of Carroll and the Carroll Community School District, 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 23<sup>rd</sup> day of October, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

**MERCHANTS PARK LEASE**  
**Kuemper Catholic School System**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Carroll, Iowa (Landlord) and Kuemper Catholic School System (Tenant).

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2024 baseball season (April 15th through July 23th). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2024 baseball season the Tenant shall notify the Landlord if he wishes to lease for the following year. The Parties may then renegotiate a new Lease.

**2. RENT.** Tenant agrees to pay Landlord as rent: Paying 25% of the overall salary of the field maintenance laborer.

**3. POSSESSION.** Tenant shall be entitled to possession for their scheduled games and practices on April 15, 2024, or when the IHSAA allows first practices, and shall yield all possession to Landlord on the last day of this Lease, which is July 23, 2024.

**4. USE.** Tenant shall use the premises only for Kuemper Catholic School High School baseball, games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling of varsity and junior varsity baseball games for both Kuemper High School and Carroll High School shall have priority until November 1, 2023. After November 1, 2023 Landlord may schedule games for the Carroll Merchants baseball team on any available dates with the Carroll Director of Parks and Recreation. Once game schedules are submitted and approved by the Director of Parks and Recreation for the Carroll Merchants baseball team, Kuemper High School and Carroll High School cannot preempt the approved scheduled games for the Carroll Merchants baseball team. During the season, if a game needs to be rescheduled due to a rainout or other situation, a game may be rescheduled on any other available date on a first come first served basis with the Carroll Director of Parks and Recreation. Once a game date for a postponed game has been approved by the Director of Parks and Recreation, another group cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Director of Parks and Recreation to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation in Carroll will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game. Due to the anticipated high use of Merchants Park and to protect and maintain a high-quality playing surface, a minimum of 30% of all team practices shall occur off of the playing surface of the field, or in non-cleated shoes.

#### 5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

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

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor.

The Landlord is under no obligation to provide staffing or supervision at Merchants Park at any time including but not limited to tenant games or practices.

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

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

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated

supervision and cleanup fees will be determined by the Director of Parks and Recreation and the Parks Superintendent. If additional fees are required after the conclusion of the event, the entity will be billed for those costs.

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

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

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

9. **INSURANCE.**

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

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

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

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

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

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

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

#### 14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

##### EVENTS OF DEFAULT

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

##### NOTICE OF DEFAULT

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

##### REMEDIES

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

15. **ADVERTISING.** Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at

the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

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

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

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

CITY OF CARROLL, IOWA –  
LANDLORD

Kuemper Catholic School System  
– TENANT

By: \_\_\_\_\_  
Mark Beardmore, Mayor  
City Hall  
627 N. Adams St.  
Carroll, IA 51401

By: \_\_\_\_\_  
Kuemper Catholic School System  
109 S. Clark St  
Carroll, IA 51401

ATTEST:

By: \_\_\_\_\_  
Laura Schaefer, Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE MERCHANTS PARK LEASE BETWEEN THE CITY OF CARROLL AND THE CARROLL COMMUNITY SCHOOL DISTRICT**

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 Agreement Between the City of Carroll and the Carroll Community School District 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 Agreement Between the City of Carroll and the Carroll Community School District, 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 23<sup>rd</sup> day of October, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

**FARM LEASE -- CASH RENT**

THIS LEASE ("Lease") is made between The City of Carroll ("Landlord"), whose address for the purpose of this Lease is 627 N. Adams St., Carroll, IA 51401, and The Carroll Area FFA Chapter, Carroll Community High School ("Tenant"), whose address for the purpose of this Lease is Carroll High School, 2809 North Grant Road, Carroll, Iowa 51401.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to tenant the following real estate in Carroll County, Iowa (the "Real Estate"):

**The six croppable acres of Part of Lot 1 of the Irregular Survey of the SE 1/4 SE, 1/4 of Section 25, Township 84 North, Range 35, West PM, Carroll County, Iowa, lying East of the Goetzinger and Steffes 1st Addition, and lying North of the North line of Clark Street, and lying West of the West line of South Grant Road, approximately nine acres.**

and subject to county roadway easements and any other easements or restrictions of record. Possession by Tenant to Commence on April 1, 2024, and end on December 31, 2024.

2. RENT. Tenant agrees to pay Landlord as rent for the Real Estate ("the Rent"):

**The rent shall be a total of one dollar (\$1.00). All cost of inputs shall be the responsibility of the Tenant.**

3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated by Landlord.

**Tenant shall make available any and all data collected to Landlord.**

4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husband like manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a good and husband like manner, and to harvest all crops in a timely fashion.

6. TERMINATION OF LEASE. This lease shall be terminated on December 31, 2024 without further malice of termination.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, the Tenant will relinquish possession of the Real Estate to the Landlord.

8. CARE OF SOIL. Tenant agrees to maintain soil fertility at the same or better level as at the time of this Lease.

9. FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

(1) Commercial Fertilizer	<b><u>100% Tenant 0% Landlord</u></b>
(2) Manure	<b><u>100% Tenant 0% Landlord</u></b>
(3) Lime and Trace Minerals	<b><u>100% Tenant 0% Landlord</u></b>
(4) Weed Control Chemicals	<b><u>100% Tenant 0% Landlord</u></b>
(5) Weed Spraying, Weed or Pest	<b><u>100% Tenant 0% Landlord</u></b>
(6) Other	<b><u>100% Tenant 0% Landlord</u></b>

**Records of all chemicals, fertilizers, manures, or other soil applications shall be made available to the Landlord in a timely manner.**



10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be as follows:

**100% Tenant 0% Landlord**

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished by the **Tenant**.

12. CARE OF TREES, SHRUBS, AND GRASS. Landlord agrees to maintain all trees, shrubs and grass adjoining the said property.

13. WEED CONTROL. Otherwise, all noxious weeds shall be sprayed or otherwise timely destroyed by the tenant, at the Tenant's expense. Tenant shall timely cut or spray with herbicide, trees in fencerows.

14. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvest of crops. Landlord may enter for any other reasonable purposes or to make repairs.

15. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of the lease, the other shall have the right to the legal and equitable remedies to which it is entitled.

16. REPAIRS. Tenant agrees to maintain the Real Estate in good and proper repair. Landlord agrees to purchase repair materials that Landlord deems necessary.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining the Landlord's written authorization. The Tenant agrees that the Tenant will take no action that might cause a mechanic's lien to be imposed upon the Real Estate.

18. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program of the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option.

19. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

20. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

21. LIABILITY FOR STUDENT EDUCATIONAL ACTIVITIES. **The Carroll Community School District shall provide liability insurance as per the contract currently in place within the Blanket School Policy with Employers Mutual, or a replacement policy as contracted by the school district. This contract shall cover students and employees while performing educational activities on the Real Estate.**

22. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the US Mail, Registered Mail, Return Receipt Requested, to the Recipient's last known mailing address. The notice provisions of this Section 23 shall not apply to the termination set forth in Section 6, Termination of Lease.

By: \_\_\_\_\_  
Mark E. Beardmore, Mayor  
City Hall  
627 N. Adams St.  
Carroll, IA 51401

By: \_\_\_\_\_  
Carroll Community School District  
1026 N Adams St,  
Carroll, IA 51401

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE FARM LEASE BETWEEN THE CITY OF CARROLL  
AND  
THE CARROLL AREA FFA CHAPTER, CARROLL COMMUNITY HIGH SCHOOL**

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 farm lease with the Carroll Area FFA Chapter, Carroll Community High School is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the farm lease between the City of Carroll and the Carroll Area FFA Chapter, Carroll Community High School, attached as Exhibit “A”, be authorized and approved, and that the Mayor is authorized to execute the farm lease on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 23<sup>rd</sup> day of October, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

## **Youth Sports Complex-Field 7 Lease Kuemper Catholic School System**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Carroll, Iowa (Landlord) and Kuemper Catholic School System (Tenant).

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant, the Youth Sports Complex Field 7 in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2024 softball season (May 1st through July 31st). However, if tenant fails to utilize the field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2024 softball season the Tenant shall notify the Landlord if it wishes to lease for the following year by December 31<sup>st</sup> of that year. The Parties may then negotiate a new Lease.

All previous Kuemper Catholic School System Softball Leases are null and void.

**2. RENT.** Tenant agrees to pay Landlord as rent: \$1750, (approximately \$25.00 per hour for the season, for field lighting and Parks Department Staff personnel duties). The Landlord will consider a reduction in the annual rent for any permanent improvements made to the facility that improves the overall facility. Said improvements shall be considered donated to the city, and shall be available for use by the general public. Any and all improvements would have to be agreed upon by the City of Carroll and Kuemper Catholic School System.

**3. POSSESSION.** Tenant shall be entitled to possession for their scheduled games and practices May 1st, 2024, and shall yield all possession to Landlord on the last day of this Lease, which is July 31st, 2024. Temporary out field fencing and other temporary items shall be removed from the fields by the Tenant at the end of each game and practice unless agreed upon by Landlord.

**4. USE.** Tenant shall use the premises only for Kuemper Catholic School System softball, games and practices. Associated promotional softball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling for Kuemper Catholic School System softball team will be in agreement with Carroll Parks and Recreation, but must be presented and approved by the Director of Parks and Recreation before the end of each calendar year. The Carroll Parks and Recreation take first priority for the field.

b) Kuemper Catholic School System shall meet with the Carroll Parks and Recreation Director to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and

Recreation will establish a practice schedule. The practice schedule approved by the Carroll Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game.

Parking shall be as follows:

- a) Game day bus parking for visiting teams must park in Carroll Middle School parking lot or the soccer field parking lot. Dropping off players in Youth Sports Complex is allowed, but must park in Carroll Middle School parking lot or soccer complex parking lot.

#### **5. CARE AND MAINTENANCE.**

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant will assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

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

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor.

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

The Landlord is under no obligation to provide staffing or supervision at the Youth Sports Complex Field 7 at any time including but not limited to tenant games and practices.

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

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated supervision and cleanup fees will be determined by the Director of Parks and Recreation and the Parks Superintendent. If

additional fees are required after the conclusion of the event, the Tenant will be billed for those costs.

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

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

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

9. **INSURANCE.**

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

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

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

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

12. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct activities on the premises, this lease may be terminated at the option of either party. Such termination shall be affected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder. If temporary fencing damages any irrigation lines, the Tenant will be charged for repair or replacement of damaged area.

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

material, service or labor for any improvement on the premises.

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

#### **14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

##### EVENTS OF DEFAULT

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

##### NOTICE OF DEFAULT

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

##### REMEDIES

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

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

**16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other

communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

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

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

CITY OF CARROLL, IOWA –  
LANDLORD

Kuemper Catholic School System  
– TENANT

By: \_\_\_\_\_  
Mark Beardmore, Mayor  
City Hall  
627 N. Adams St.  
Carroll, IA 51401

By: \_\_\_\_\_  
Kuemper Catholic School System  
109 S. Clark St  
Carroll, IA 51401

ATTEST:

By: \_\_\_\_\_  
Laura Schaefer, Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE YOUTH SPORTS COMPLEX – FIELD 7 LEASE  
BETWEEN THE CITY OF CARROLL AND THE KUEMPER CATHOLIC SCHOOL SYSTEM**

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 Agreement Between the City of Carroll and the Kuemper Catholic School System 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 Agreement Between the City of Carroll and the Kuemper Catholic School System, 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 23<sup>rd</sup> day of October, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk



## **CARROLL MERCHANTS CONCESSION STAND LEASE**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Carroll, Iowa, a municipal corporation hereinafter referred to as “City”, and Kuemper Catholic School System, of Carroll, Iowa, hereinafter referred to as “Manager.”

The parties hereto enter into a lease agreement, whereby the City leases to Manager the concession stand and the immediate surrounding area of the concession stand at Merchant’s Park, hereinafter referred to as the “Merchant’s Concession Stand”, in Carroll, Iowa. The consideration for said lease is set out below in the mutual agreements and covenants.

The parties mutually agree and covenant as follows:

1. The term of this agreement shall be from May 1, 2024, to July 31, 2024, unless renewed for an additional year by the City on or before December 31, 2024.
2. Carroll Concession Stand Lease at Merchants Park will only be in effect for Carroll Kuemper Catholic Baseball Games, and Carroll Merchants Baseball Games. All other games would require approval from the City. Iowa High School Athletic Association Boys State Baseball concessions will be conducted or determined by the City of Carroll Parks and Recreation Department.
3. Manager shall have the right to sell concessions including food and soft drinks, and related legal beverages at the concession stand at the Merchant’s Concession Stand.
4. Manager agrees that he shall obtain any necessary licenses and permits for the operation of the above concession stand.
5. Manager shall operate the Merchant’s Concession Stand at reasonable times consistent with the needs of the patrons of Kuemper and Merchant’s baseball games. Manager shall use their best judgment as to the times and days when the concession stand will be open, for the mutual benefit of Manager and the City.
6. Manager shall remove from the concession stand all food, beverage and other materials no later than August 1.
7. Manager shall deposit with the City Finance Director a certificate of insurance for general liability in the amount of \$500,000. This limit of liability is the minimum limits required by the City. In no way should it be construed to be adequate for Manager’s liability exposure.

8. Manager shall have the right to all income from the operation of the concessions at the concession stand, and shall be responsible for all its expenses in the operation of the concession stand.
9. No rental fee will be charged for running concessions for Kuemper baseball and Merchants baseball games.
10. Manager shall be responsible for the following duties:
  - a. Providing adequate staffing for the concession stand, at Manager's expense, for the adequate service of the patrons of the Merchant's Park Concessions. Manager shall be responsible for any salary or compensation, and any withholding taxes, insurance or any benefits the Manager chooses to supply for any employees. City shall not provide workers' compensation insurance since Manager and his employees are not City employees.
  - b. Collecting all revenues from the concession stand and paying just and appropriate expenses for the operation of the concession stand, including paying the above-stated rent to the City, if any.
  - c. Paying the appropriate permit and license fees to any governmental agency that shall require a permit and license for the operation of said concession stand.
  - d. Paying any taxes on the profit from the operation of said concession stand.
  - e. Conducting ordinary and routine maintenance of the building, fixtures and equipment of the concession stands. Should any of the equipment need major repairs or replacement, the Manager shall consult with the City about such major repair or replacement. "Major repair" shall be defined as any repair exceeding the sum of \$100 for any one piece of equipment, fixture or the building itself.
  - f. Being responsible for keeping the concession stands and immediate surrounding premises clean, free from debris, and in full compliance with health and safety regulations and laws.
11. Manager shall communicate with City, through the City's Parks and Recreation Director, or City Manager, of any major changes in the operation of the concession stand, such as the inability of Manager to continue operation

to the extent of adequate service to the patrons of the Merchant's Concession Stand. Such notice shall be given promptly to the Parks and Recreation Director, or if he or she is unavailable, then to the City Manager. Similarly, Manager shall notify either the Parks and Recreation Director or the City Manager of any particular needs that Manager identifies during the operation of the concession stand, such as new or replacement equipment, major repairs that might be needed other than routine maintenance, or structural problems with the building that come to the attention of Manager.

12. Manager shall put forth his best efforts to promote and manage the concession stand of Merchants Park. Breach of this provision or the material breach of any of the provisions of this Agreement may lead to immediate termination of this Agreement by the City with or without notice depending upon the nature of the breach.

This Agreement executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Mark E. Beardmore, Mayor

By: \_\_\_\_\_  
Kuemper Catholic School System  
109 S. Clark St,  
Carroll, Iowa 51401

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE CARROLL MERCHANTS PARK CONCESSION STAND  
LEASE BETWEEN THE CITY OF CARROLL AND THE KUEMPER CATHOLIC SCHOOL  
SYSTEM**

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 Agreement Between the City of Carroll and the Kuemper Catholic School System 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 Agreement Between the City of Carroll and the Kuemper Catholic School System, 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 23<sup>rd</sup> day of October, 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:** October 18, 2023  
**SUBJECT:** Rolling Hills South Condominiums Second Urban Renewal Plan

- Public Hearing on the proposed Rolling Hills South Condominiums Second Urban Renewal Plan
- Resolution determining an area of the city to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or combination thereof, of such area is necessary in the interest of the public health safety, or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Rolling Hills South Condominiums Second Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Second Urban Renewal Plan

At the September 11 Council meeting, action was taken to proceed with creating an Urban Renewal Plan to support a development/tax increment finance (TIF) rebate agreement with 704 Development Corporation related to the Development of Rolling Hills South Condominiums Second Urban Renewal Area. On September 11, 2023, Council approved a resolution that began the process to adopt the proposed Rolling Hills South Condominiums Second Urban Renewal Plan. The memo that accompanied that resolution listed the steps needed to create the urban renewal plan and are discussed below.

On September 20, 2023, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County) to review the Rolling Hills South Condominiums Second Urban Renewal Plan. No affected tax entities attended the meeting. The minutes are attached.

On October 11, 2023, the Planning and Zoning Commission reviewed the proposed Urban Renewal Plan and made a finding that the Plan is in “conformity with the general plan for the development of the municipality as a whole”. The minutes are attached.

The notice of public hearing was published on October 13, 2023 in the Carroll Times Herald.

A map is attached for the proposed Urban Renewal Plan depicting the proposed Urban Renewal Area.

The main aim of the Urban Renewal Plan is to provide an incentive up to \$640,000 to 704 Development Corporation for infrastructure costs to provide 20 new buildable lots.

And finally, attached is the ordinance that is required to be adopted in order to collect tax increment financing (TIF) revenues in this area.

**RECOMMENDATION:** After the public hearing, Council consideration and approval of the following:

- Resolution adopting the Rolling Hills South Condominiums Second Urban Renewal Plan
- Ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Second Urban Renewal Plan.

October 23, 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: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Rolling Hills South Condominiums Second Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that no written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Plan, and the City Clerk reported that \_\_\_\_\_ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Rolling Hills South Condominiums Second Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{ Attach summary of comments here,  
or include summary of comments in meeting minutes }



Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at this place.

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

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN

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 as an area suitable for 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, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Rolling Hills South Condominiums Second Urban Renewal 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 City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in

conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on September 11, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Carroll Times Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Rolling Hills South Condominiums Second Urban Renewal Plan" for the area of the City of Carroll, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Rolling Hills South Condominiums Second Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Rolling Hills South Condominiums Second Urban Renewal Plan for the Rolling Hills South Condominiums Second Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified

by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 23<sup>rd</sup> day of October, 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**

# TABLE OF CONTENTS

## ***SECTION***

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL DATA
- K. URBAN RENEWAL FINANCING
- L. PROPERTY ACQUISITION/DISPOSITION
- M. RELOCATION
- N. PROPERTY WITHIN URBAN REVITALIZATION AREA
- O. STATE AND LOCAL REQUIREMENTS
- P. URBAN RENEWAL PLAN AMENDMENTS
- Q. EFFECTIVE PERIOD
- R. REPEALER AND SEVERABILITY CLAUSE

## ***EXHIBITS***

- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

02250391-1\10275-090

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

**for the**

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

**CITY OF CARROLL, IOWA**

**2023**

# TABLE OF CONTENTS

## ***SECTION***

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL DATA
- K. URBAN RENEWAL FINANCING
- L. PROPERTY ACQUISITION/DISPOSITION
- M. RELOCATION
- N. PROPERTY WITHIN URBAN REVITALIZATION AREA
- O. STATE AND LOCAL REQUIREMENTS
- P. URBAN RENEWAL PLAN AMENDMENTS
- Q. EFFECTIVE PERIOD
- R. REPEALER AND SEVERABILITY CLAUSE

## ***EXHIBITS***

- 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

**SEPTEMBER 20, 2023  
11:00AM  
CITY COUNCIL CHAMBERS  
CITY HALL, 627 N ADAMS STREET  
CITY OF CARROLL  
CONSULTATION SESSION  
URBAN RENEWAL PLAN FOR THE  
ROLLING HILLS SOUTH CONDOMINIUMS SECOND  
URBAN RENEWAL AREA**

No representatives from either Carroll County or the Carroll Community School District were present for the consultation.

No written comments were received.



---

Aaron Kooiker, City Manager

PLANNING AND ZONING COMMISSION  
MINUTES OF OCTOBER 11, 2023

The Carroll Planning and Zoning Commission met in regular session on October 11, 2023, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Shelley Diehl, Ron Juergens, Angelo Luis, Jayne Pietig, Michelle Prichard, and Daniel Sturm. Absent: Sylvia Balk-Hanks, Richard Boes, and Ron Meiners. Also present: Aaron Kooiker, City Manager and David Bruner, City Attorney. Chairperson Diehl presided over the meeting.

\*\*\*\*\*

MOTION by Juergens, second by Prichard, to approve the minutes of the April 5, 2023, as e-mailed. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Boes and Meiners. Motion carried 6-0.

\*\*\*\*\*

City Manager Aaron Kooiker, presented information regarding the Rolling Hills South Condominiums Second Urban Renewal Plan and stated the Carroll City Council referred the plan to the Planning and Zoning Commission to consider if the proposed Urban Renewal Plan is in conformity with the general plan for the development of the City of Carroll as a whole. No comments from the public, written or verbal, were presented and no one present opposed.

MOTION by Juergens, second by Sturm, to recommend to the City Council approval of the Rolling Hills South Condominiums Second Urban Renewal Plan. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Boes and Meiners. Motion carried 6-0.

\*\*\*\*\*

MOTION by Juergens, second by Sturm, to adjourn at 5:25 PM. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Boes and Meiners. Motion carried 6-0.

---

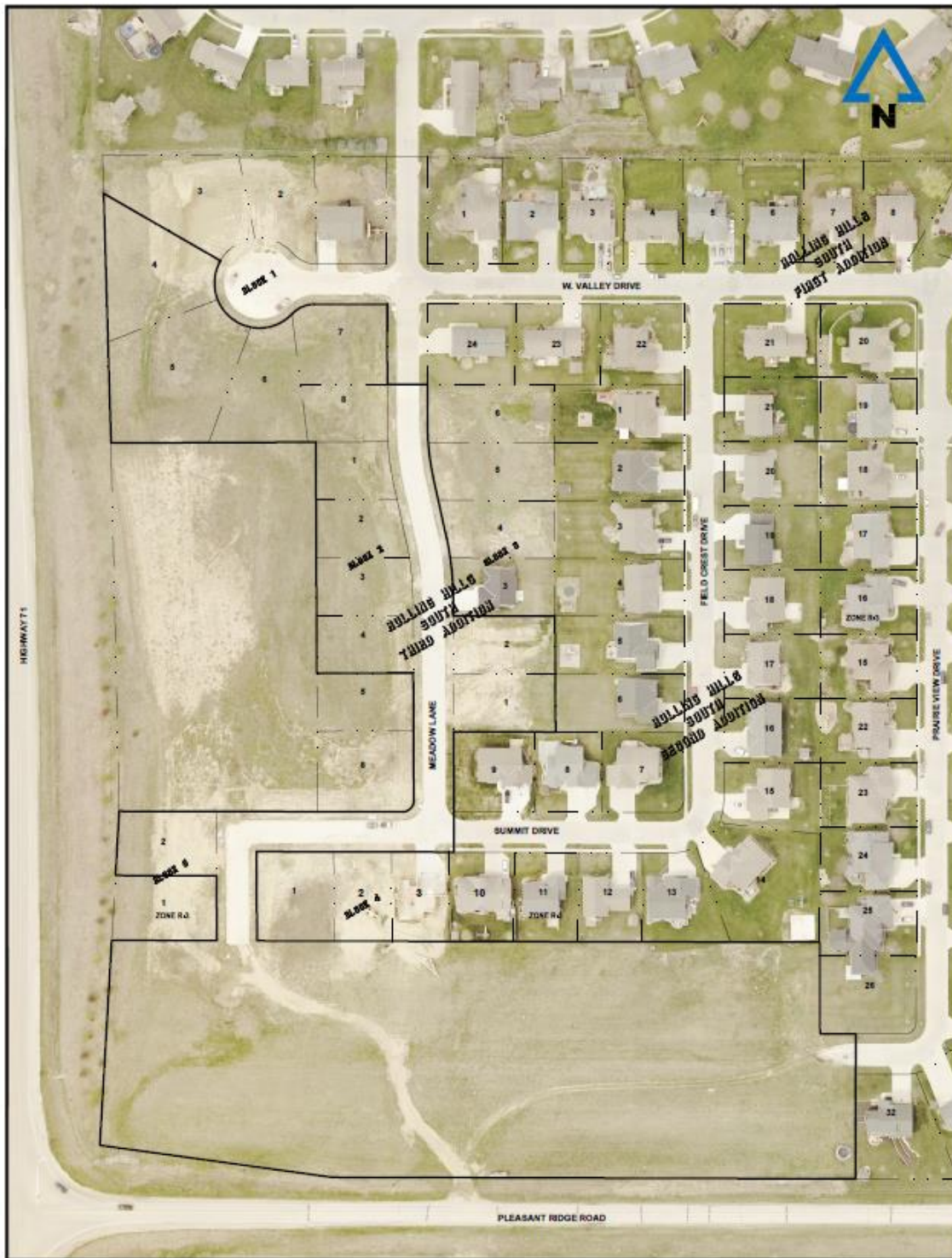
Shelley Diehl, Chairperson

---

Aaron Kooiker, City Manager



**EXHIBIT B**  
**MAP OF URBAN RENEWAL AREA**



02223385-1\10275-090

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL AREA, IN CITY OF CARROLL, COUNTY OF CARROLL STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CARROLL, COUNTY OF CARROLL, CARROLL COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL AREA (**THE ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Carroll, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. \_\_\_\_\_ passed and approved on the 23<sup>rd</sup> day of October, 2023, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Rolling Hills South Condominioms Second Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area 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.*

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Carroll, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Carroll, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Carroll, County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Carroll, State of Iowa, certifies to the Auditor of Carroll County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Carroll, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Carroll, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings;

and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Carroll, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 2023

Read Second Time: \_\_\_\_\_, 2023

Read Third Time: \_\_\_\_\_, 2023

PASSED AND APPROVED: \_\_\_\_\_, 2023.

I, \_\_\_\_\_, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2023, signed by the Mayor on \_\_\_\_\_, 2023, and published in the Carroll Times Herald on \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

02263806-1\10275-090

# 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 *AK*

**DATE:** October 18, 2023

**SUBJECT:** Rolling Hills South Condominiums Second Urban Renewal Plan – Development Agreement with 704 Development Corp.

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

At the September 11, 2023 Council meeting, action was taken to set a public hearing on entering into a development agreement with 704 Development Corp. At that same meeting, action was taken to proceed with creating an Urban Renewal Plan to support a development/tax increment financing (TIF) rebate agreement with 704 Development Corp. related to the Development of Rolling Hills South Condominiums Second Urban Renewal Area. Attached is a copy of the final Development Agreement that enables the proposed TIF rebate.

The Development Agreement outlines the terms and conditions of the proposed incentive of up to \$640,000 to 704 Development Corporation for infrastructure costs to provide for 20 new buildable lots.

The notice of public hearing was published on October 13, 2023 in the Carroll Times Herald.

The City worked with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to create the Development Agreement.

**STAFF RECOMMENDATIONS:** After public hearing, Council consideration and approval of the resolution authorizing execution of a development agreement with 704 Development Corp.

October 23, 2023

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

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

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

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



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

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLL AND 704 DEVELOPMENT CORP.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at this place.

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

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF CARROLL AND 704  
DEVELOPMENT CORP.

WHEREAS, by Resolution adopted October 23, 2023, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 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 is on file in the office of the Recorder of Carroll County; and

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

WHEREAS, the City 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, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the 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 any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

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

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

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

execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 23<sup>rd</sup> day of October, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

02250477-1\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 8<sup>th</sup> 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]*

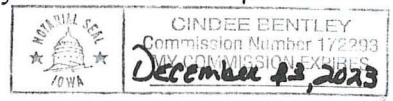
704 DEVELOPMENT CORP.,  
an Iowa corporation

By:   
Matthew P. Greteman, President

STATE OF IOWA )  
 ) SS  
COUNTY OF IOWA )

On this 5<sup>th</sup> 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

# 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: October 18, 2023

SUBJECT: Street Maintenance Facility  
Forklift Purchase

On June 12, 2023, the City Council approved expenditure of the Street Maintenance Facility Fund balance on equipment needed for the Facility. One piece of equipment that was originally bid as an alternate and not accepted in the Contract was a vertical conveyor. The vertical conveyor is a lifting device to move materials from the ground floor level to the mezzanine level for storage. It was originally designed into the project.

Proposals have been received for the purchase of a vertical conveyor. In addition, alternate proposals have been received for the purchase of a forklift as a substitute for the vertical conveyor. The proposals received are as follows:

#### Vertical Conveyor

Arbon Equipment Corporation	\$56,537.00
Miner, LTD	\$69,980.00

#### Forklift

Forklifts of Des Moines – Clark Propane	\$33,200.00
Forklifts of Des Moines – Clark Electric	\$56,900.00
Forklifts of Minnesota – Doosan Propane	\$34,340.00
Riekes Equipment – Yale Propane	\$40,825.00

The lowest proposal was submitted by Forklifts of Des Moines for a Clark Propane forklift at a price of \$33,200.00. Clark offers a Safety Training Package at a cost of \$495.00.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the purchase of a propane forklift from Forklifts of Des Moines at a cost of \$33,200.00 plus a Safety Training Package at a cost of \$495.00.

RMK:ds

# 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:** October 18, 2023

**SUBJECT:** Street Maintenance Facility  
Pressure Washer Purchase

On June 12, 2023, the City Council approved expenditure of the Street Maintenance Facility Fund balance on equipment needed for the Facility. One piece of equipment that was originally bid as an alternate and not accepted in the Contract was a pressure washer. It was originally designed into the project.

Proposals have been received for the purchase of a pressure washer as follows:

Hotsy Cleaning Systems, Inc.	\$23,507.00
Hotsy Minnesota	\$26,886.00
Washer Systems of Iowa, Inc.	\$23,510.49
Eagle Pressure Washers	No Reply/Bid

**RECOMMENDATION:** Mayor and City Council consideration and approval of the purchase of a pressure washer from Hotsy Cleaning Systems, Inc. at a cost of \$23,507.00.

RMK:ds



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager   
**FROM:** Chad Tiemeyer, Director of Parks and Recreation   
**DATE:** October 12, 2023  
**SUBJECT:** Carroll Recreation Center Improvements Project- 2021  
• Change Order No. 7

During construction at the Carroll Recreation Center, unexpected items were discovered that needed to be addressed. The items are detailed in the attached, proposed Change Order No. 7 and summarized below.

The added work includes:

1. ASI #16- Existing Storm Drain Enclosure:
  - a. In the main common space, an existing roof drain will now be located in a corner of this space, instead of behind a wall. This will help cover the existing roof drain to keep kids from playing on it and causing structural damage, and allows for ease of cleaning.
2. RFI #54-Existing Utilities South Walking Track Water Line Only:
  - a. A water line located in the ceiling area of the south end of walking track is currently hanging in the rafters, is completely unsecured and needs to be hung and reinsulated.
3. RFI #62- Existing Electrical Outlets to Remain:
  - a. As part of the men's locker room remodel, we noticed two electrical outlets that were in the contract to replace. We recommended changing the location of these to better and more useful locations for cleaning and use.
4. RFI #65-Delete Exterior Roof Ladder:
  - a. A new ladder was to be placed on the roof to allow workers access to the rooftop units. There are currently two other ladders onto the roof. Staff felt this ladder was no longer needed. This is a credit.
5. Painting Changes for Gym Storage and Natatorium 101:
  - a. Two-part change. One would be deleting painting in the new gym storage addition. This is a credit. The other was an option to paint the entire north wall in the pool area; only the new construction was part of the contract. Staff felt this was needed to help match paint and since the north wall needed painting.

ASI #16: Storm Drain Enclosure	\$ 2,563.00
RFI #54 Existing Utilities South Walking	\$ 4,030.00
RFI #62 Existing Electrical Outlets	\$ 1,782.00
RFI #65 Roof Ladder	(\$ 1,624.00)
<u>Painting Changes</u>	<u>(\$ 1,228.00)</u>
Total Amount for Change Order No. 7	\$ 5,523.00

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 6,265,300.00	October 5, 2023
Change Order No. 1 (Approved)	\$ 29,564.00	15 days
Contract with Change Order #1	\$ 6,294,864.00	October 20, 2023
Change Order No. 2 (Approved)	\$ 6,068.00	No Days
Contract with Change Order #2	\$ 6,300,932.00	October 20, 2023
Change Order No. 3 (Approved)	\$ 28,648.00	No Days
Contract with Change Order #3	\$ 6,329,580.00	October 20, 2023
Change Order No. 4 (Approved)	\$ 122,267.00	No Days
Contract with Change Order #4	\$ 6,451,847.00	October 20, 2023
Change Order No. 5 (Approved)	\$ 29,176.00	No Days
Contract with Change Order #5	\$ 6,481,023.00	October 20, 2023
Change Order No. 6 (Approved)	\$ 7,303.00	No Days
Contract with Change Order #6	\$ 6,488,326.00	October 20, 2023
Change Order No. 7 (Proposed)	\$ 5,523.00	No Days
Contract with Change Order #7	\$ 6,493,849.00	February 1, 2024

The budget for the Carroll Recreation Center Improvements Project included a planned construction contingency of \$312,265. After approval of Change Order Nos. 1,2,3,4,5, and No. 6, \$89,239 of the planned construction contingency remains. If Change Order No. 7 is approved \$83,713 will remain for the project.

No additional workdays were included with Change Order No. 7, however, during the project several delays have occurred from manufacturing affecting the timeline of the project. The new substantial completion date is now February 1, 2024. This would be for full substantial completion. Several areas will be open and ready around November 1<sup>st</sup> to allow the facility to open back up to the public.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached Change Order No. 7 in the amount of \$5,523.00 for the Carroll Recreation Center Improvements Project - 2021.



# AIA Document G701™ – 2017

## Change Order

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

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

**CHANGE ORDER INFORMATION:**  
Change Order Number: 07  
Date: 10.5.2023

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

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

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

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

- 1) See attached ASI #16 - Existing Storm Drain Enclosure, as described: \$2,563.00
- 2) See attached RFI 54 - Existing Utilities South Walking Track Water Line Only, as described: \$4,030.00
- 3) See attached RFI 62 - Existing Electrical Outlets to Remain, as described: \$1,782.00
- 4) See attached RFI 65 - Delete Exterior Roof Ladder, credit to the project, as described: (\$1,624.00)
- 5) See attached Gym Storage 143 & Natatorium 101 Painting Changes, credit to the project, as described: (\$1,228.00)

TOTAL CHANGE: \$5,523.00

The original Contract Sum was	\$ <u>6,265,300.00</u>
The net change by previously authorized Change Orders	\$ <u>215,723.00</u>
The Contract Sum prior to this Change Order was	\$ <u>6,481,023.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>5,523.00</u>
The new Contract Sum including this Change Order will be	\$ <u>6,493,849.00</u>

The Contract Time will be unchanged by ( ) days.  
The new date of Substantial Completion will be February 1, 2024.

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

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

RDG Planning & Design  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**

Brad Rodenburg, AIA, Project Manager  
**PRINTED NAME AND TITLE**

10.5.2023  
**DATE**

Badding Construction  
**CONTRACTOR** *(Firm name)*  
Digitally signed by Nick Badding  
Date: 2023.10.16 11:28:45 -05'00'  
**SIGNATURE**

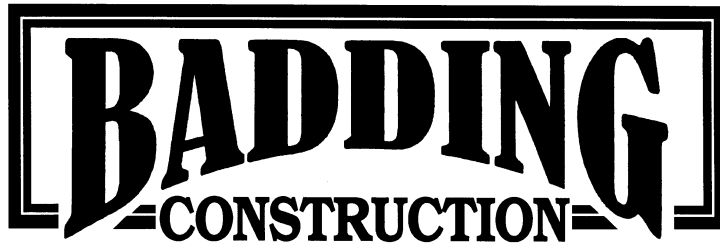
Nick Badding, President  
**PRINTED NAME AND TITLE**

10.16.2023  
**DATE**

**OWNER** *(Firm name)*  
**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



September 7, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
ASI 16 – Existing Storm Drain Enclosure

Brad,

Per your request, please find listed below and attached pricing for ASI 16 – Existing Storm Drain Enclosure

Total Cost: \$ 2,563.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke



# Contractor's Cost Summary

---

<b>Project :</b>	<b>Carroll Recreation Center</b>	<b>Reference: ASI 16 - Existing Storm</b>
	<b>Building Improvements Project 2021</b>	<b>Drain Enclosure</b>
<b>Contractor:</b>	<b>Badding Construction Company</b>	<b>Date: 9/7/2023</b>
	<b>Carroll, Iowa</b>	

---

1.) Labor	\$660.00	
2.) Materials	\$1,375.00	
3.) Equipment	\$25.00	
4.) Subtotal (lines 1 thru 3)		\$2,060.00
5.) Overhead & Profit (10.0% of line 4)		\$206.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a. K & D Painting	\$258.75	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		\$258.75
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$12.94
10.) Subtotal (lines 4, 5, 6, 8 and 9)		\$2,537.69
11.) Insurance & Performance Bond @ 0.10%		\$25.38
12.) Total Cost (lines 10 & 11)		\$2,563.00
13.) Adjustment in Contract Time (calendar days):		0 days

## CHANGE ORDER REQUEST

PROJECT:	Carroll Rec Center	CHANGE ORDER REQUEST NO:	COR-004
TO CONTRACTOR:	Badding Construction 814 W 9th St Carroll, IA 51401	DATE OF ISSUANCE:	09/07/23

Itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

### DESCRIPTION:

Metal Cover (mil finish) for vertical storm drain pipe per RFI-56 and ASI-16. Price includes material, labor, fasteners and freight to jobsite. Price excludes installation, finish coat and detailing. No erection or shop drawings to be provided.

Miscellaneous Steel	\$1,227.00
OH&P (10%)	\$123.00
<b>Total Amount</b>	<b>\$1,350.00</b>

Price is valid for 24 hours and is subject to material availability, mill increase and surcharge.

ISSUED BY:

One Ton Welding, Inc.

*Denis Kloewer*

Denis Kloewer, Officer

ACCEPTED BY:

Type Company Name Here

Prepared by:

Attachments:

WELDING | METAL FABRICATION | MACHINING

T.712.489.2577 | F.712.489.2061



# K&D PAINTING

# RFI

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 09/06/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

---

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

1. All changes to meet RFI-56

Labor: \$225.00

Material:

15% Mark-Up: \$33.75

---

**Add a sum of: \$258.75**

*Craig Luchtel*

---

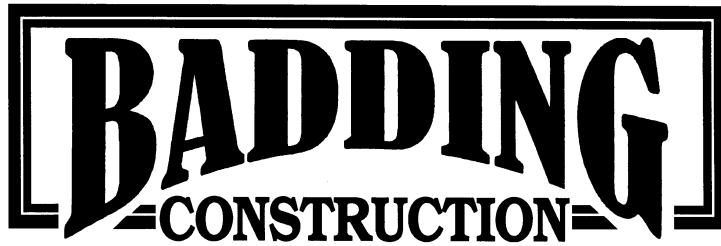
Craig Luchtel

President

Page 135

---

Accepted by



September 1, 2023

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, Iowa  
ASI 16 – Existing Storm Drain

TO: One-Ton Welding  
K & D Painting  
Slechta Masonry (information only)  
Ragaller Drywall (information only)  
Carroll Glass (information only)  
Drees Company (information only)  
Nelson Electric (information only)

Please find attached ASI 16 – Existing Storm Drain as a response to RFI 56 – Existing Storm Drain Community 119 for the Carroll Recreation Center Building Improvements Project 2021 in Carroll, Iowa.

The metal enclosure will be 10'-0" tall.

Please review the RFI and provide cost changes by noon, Thursday, September 7<sup>th</sup>.

Give me a call if you have any questions.

Thanks

Nick Badding  
President

cc: Bill Kunecke

enc.

## architect's supplemental instructions #16

<b>Date of Issuance:</b>	9.1.2023		
<b>Project:</b>	Carroll Recreation Center Building Improvements 2021		
<b>Project No.:</b>	3003.272.01	<b>File No.:</b>	12.07
<b>Owner:</b>	City of Carroll	<b>Contract for:</b>	Carroll Recreation Center
<b>To:</b>	Nick Badding, Badding Construction	<b>Contract Date:</b>	June 16 <sup>th</sup> , 2022
<b>Distribution:</b>	Bill Kunecke, Badding Construction Chad Tiemeyer, City of Carroll		

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

**Description:**

Additional direction regarding the existing storm pipe, as a direct response to 'RFI #56 – Existing Storm Drain Community 119'.

1. **A01.12 – FLOOR PLAN LEVEL 1:**
  - a. **Detail A1**
    - i. **REVISE** location of door 110, shifting north to be 2'-0" off face of perpendicular masonry wall to the south.
    - ii. **ADD** detail callout A1/A13.02, as shown.
2. **A13.02 – INTERIOR DETAILS**
  - a. **ADD** detail A1 – EXISTING STORM PIPE, as shown.

**Attachment: A01.12, A13.02**

Issued By: Brad Rodenburg, AIA - RDG



RDG Planning & Design

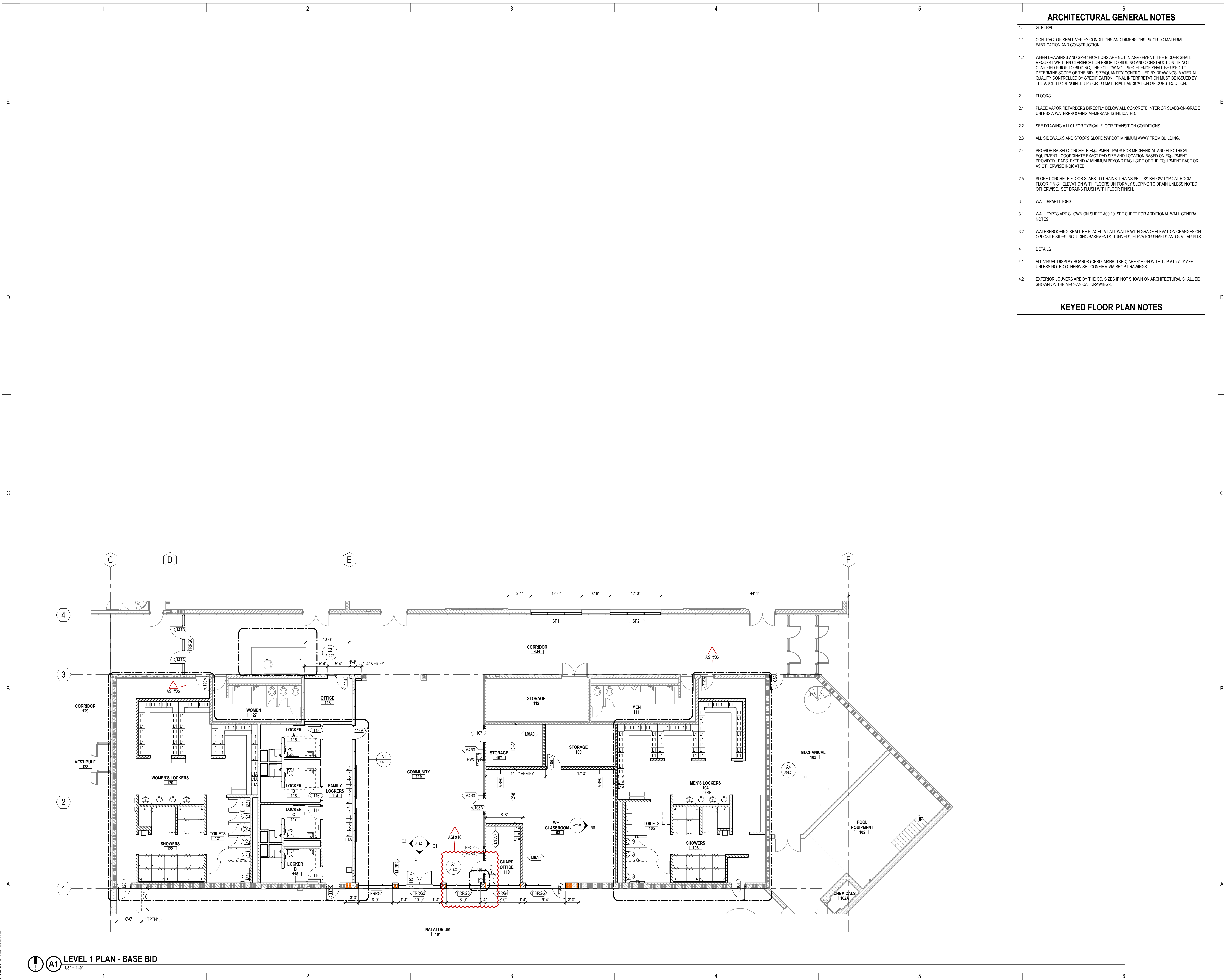
9.1.2023

Receipt Acknowledged as Follows:

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

Contractor (Signature) \_\_\_\_\_





**ARCHITECTURAL GENERAL NOTES**

1. GENERAL
- 1.1 CONTRACTOR SHALL VERIFY CONDITIONS AND DIMENSIONS PRIOR TO MATERIAL FABRICATION AND CONSTRUCTION.
- 1.2 WHEN DRAWINGS AND SPECIFICATIONS ARE NOT IN AGREEMENT, THE BIDDER SHALL REQUEST WRITTEN CLARIFICATION PRIOR TO BIDDING AND CONSTRUCTION. IF NOT CLARIFIED PRIOR TO BIDDING, THE FOLLOWING PRECEDENCE SHALL BE USED TO DETERMINE SCOPE OF THE BID: SIZE/QUANTITY CONTROLLED BY DRAWINGS, MATERIAL QUALITY CONTROLLED BY SPECIFICATION. FINAL INTERPRETATION MUST BE ISSUED BY THE ARCHITECT/ENGINEER PRIOR TO MATERIAL FABRICATION OR CONSTRUCTION.
2. FLOORS
- 2.1 PLACE VAPOR RETARDERS DIRECTLY BELOW ALL CONCRETE INTERIOR SLABS-ON-GRADE UNLESS A WATERPROOFING MEMBRANE IS INDICATED.
- 2.2 SEE DRAWING A11.01 FOR TYPICAL FLOOR TRANSITION CONDITIONS.
- 2.3 ALL SIDEWALKS AND STOOFS SLOPE 1/2"FOOT MINIMUM AWAY FROM BUILDING.
- 2.4 PROVIDE RAISED CONCRETE EQUIPMENT PADS FOR MECHANICAL AND ELECTRICAL EQUIPMENT. COORDINATE EXACT PAD SIZE AND LOCATION BASED ON EQUIPMENT PROVIDED. PADS EXTEND 4" MINIMUM BEYOND EACH SIDE OF THE EQUIPMENT BASE OR AS OTHERWISE INDICATED.
- 2.5 SLOPE CONCRETE FLOOR SLABS TO DRAINS. DRAINS SET 1/2" BELOW TYPICAL ROOM FLOOR FINISH ELEVATION WITH FLOORS UNIFORMLY SLOPING TO DRAIN UNLESS NOTED OTHERWISE. SET DRAINS FLUSH WITH FLOOR FINISH.
3. WALLS/PARTITIONS
- 3.1 WALL TYPES ARE SHOWN ON SHEET A00.10, SEE SHEET FOR ADDITIONAL WALL GENERAL NOTES.
- 3.2 WATERPROOFING SHALL BE PLACED AT ALL WALLS WITH GRADE ELEVATION CHANGES ON OPPOSITE SIDES INCLUDING BASEMENTS, TUNNELS, ELEVATOR SHAFTS AND SIMILAR PITS.
4. DETAILS
- 4.1 ALL VISUAL DISPLAY BOARDS (CHBD, MRRB, TKBD) ARE 6" HIGH WITH TOP AT +7'-0" AFF UNLESS NOTED OTHERWISE. CONFIRM VIA SHOP DRAWINGS.
- 4.2 EXTERIOR LOUVERS ARE BY THE GC. SIZES IF NOT SHOWN ON ARCHITECTURAL SHALL BE SHOWN ON THE MECHANICAL DRAWINGS.

**KEYED FLOOR PLAN NOTES**

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

**CONSTRUCTION DOCUMENTS**

**CARROLL RECREATION CENTER BUILDING IMPROVEMENTS 2021**

**ARCHITECT**  
RDG Planning & Design  
1000 N. Main Street, Suite 200  
Danvers, MA 01923  
Phone: (978) 286-3141

**STRUCTURAL**  
KFF Consulting Engineers  
1000 N. Main Street, Suite 200  
Danvers, MA 01923  
Phone: (978) 276-3000

**LIGHTING**  
RDG Planning & Design  
1000 N. Main Street, Suite 200  
Danvers, MA 01923  
Phone: (978) 286-3141

**PLUMBING/ELECTRICAL**  
KCI Engineering  
1000 N. Main Street, Suite 200  
Danvers, MA 01923  
Phone: (978) 724-1938

**CIVIL**  
JEC Consulting  
1000 N. Main Street, Suite 200  
Danvers, MA 01923  
Phone: (978) 286-5310

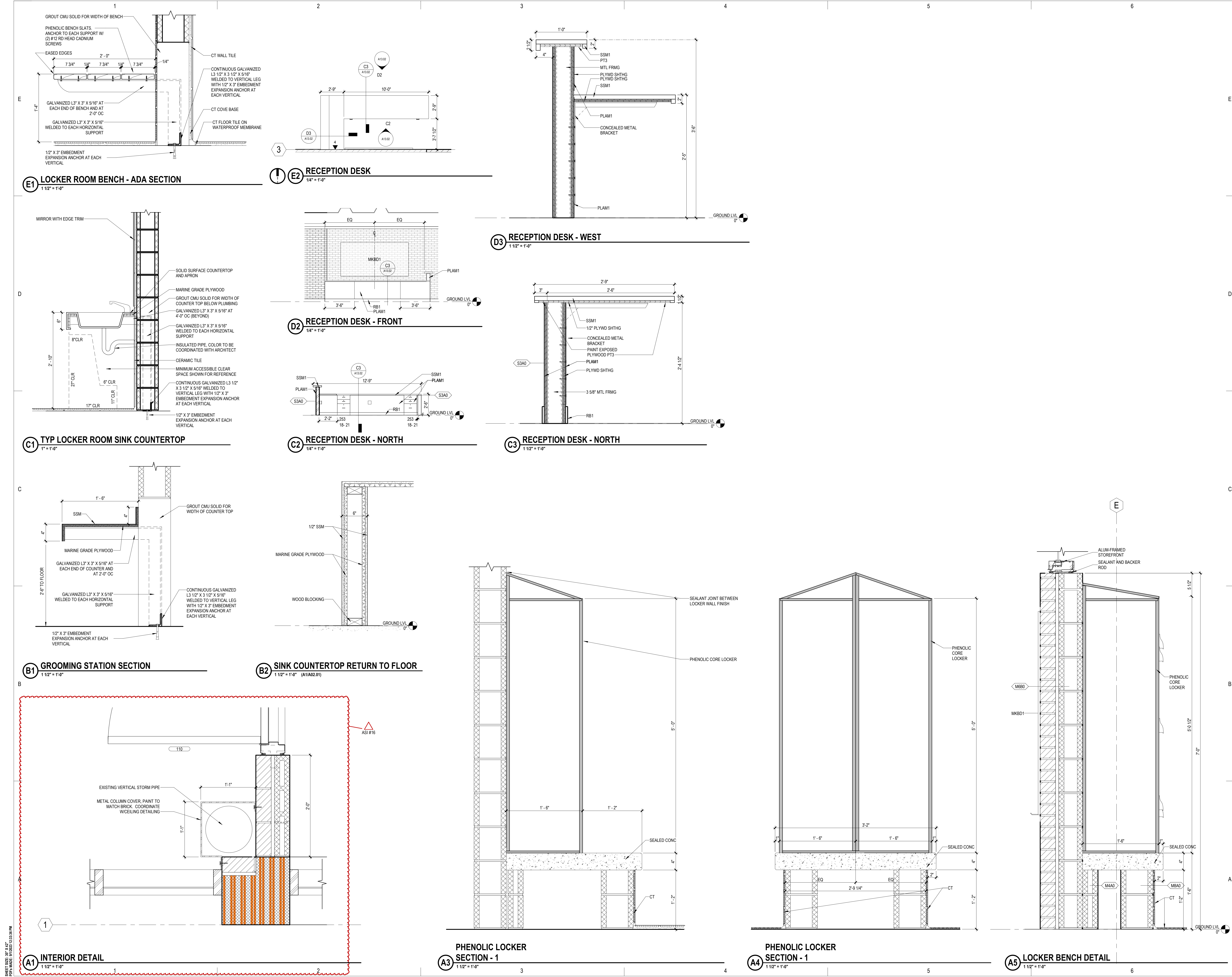
716 NORTH GRANT ROAD  
CARROLL, IA 51401  
CITY OF CARROLL, IA

NO.	DATE	DESCRIPTION
1	09/20/20	ISSUED FOR BIDDING
2	09/20/20	ISSUED FOR BIDDING
3	09/20/20	ISSUED FOR BIDDING
4	09/20/20	ISSUED FOR BIDDING
5	09/20/20	ISSUED FOR BIDDING
6	09/20/20	ISSUED FOR BIDDING
7	09/20/20	ISSUED FOR BIDDING
8	09/20/20	ISSUED FOR BIDDING
9	09/20/20	ISSUED FOR BIDDING
10	09/20/20	ISSUED FOR BIDDING
11	09/20/20	ISSUED FOR BIDDING
12	09/20/20	ISSUED FOR BIDDING
13	09/20/20	ISSUED FOR BIDDING
14	09/20/20	ISSUED FOR BIDDING
15	09/20/20	ISSUED FOR BIDDING
16	09/20/20	ISSUED FOR BIDDING
17	09/20/20	ISSUED FOR BIDDING
18	09/20/20	ISSUED FOR BIDDING
19	09/20/20	ISSUED FOR BIDDING
20	09/20/20	ISSUED FOR BIDDING
21	09/20/20	ISSUED FOR BIDDING
22	09/20/20	ISSUED FOR BIDDING
23	09/20/20	ISSUED FOR BIDDING
24	09/20/20	ISSUED FOR BIDDING
25	09/20/20	ISSUED FOR BIDDING
26	09/20/20	ISSUED FOR BIDDING
27	09/20/20	ISSUED FOR BIDDING
28	09/20/20	ISSUED FOR BIDDING
29	09/20/20	ISSUED FOR BIDDING
30	09/20/20	ISSUED FOR BIDDING
31	09/20/20	ISSUED FOR BIDDING
32	09/20/20	ISSUED FOR BIDDING
33	09/20/20	ISSUED FOR BIDDING
34	09/20/20	ISSUED FOR BIDDING
35	09/20/20	ISSUED FOR BIDDING
36	09/20/20	ISSUED FOR BIDDING
37	09/20/20	ISSUED FOR BIDDING
38	09/20/20	ISSUED FOR BIDDING
39	09/20/20	ISSUED FOR BIDDING
40	09/20/20	ISSUED FOR BIDDING
41	09/20/20	ISSUED FOR BIDDING
42	09/20/20	ISSUED FOR BIDDING
43	09/20/20	ISSUED FOR BIDDING
44	09/20/20	ISSUED FOR BIDDING
45	09/20/20	ISSUED FOR BIDDING
46	09/20/20	ISSUED FOR BIDDING
47	09/20/20	ISSUED FOR BIDDING
48	09/20/20	ISSUED FOR BIDDING
49	09/20/20	ISSUED FOR BIDDING
50	09/20/20	ISSUED FOR BIDDING

**FLOOR PLAN LEVEL 1**

**A01.12**





**716 NORTH GRANT ROAD  
CARROLL, IA 51401**

**CITY OF CARROLL, IA**

**ARCHITECT**  
 RDG Planning & Design  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 286-3411

**STRUCTURAL**  
 WFF Consulting Engineers  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 279-3000

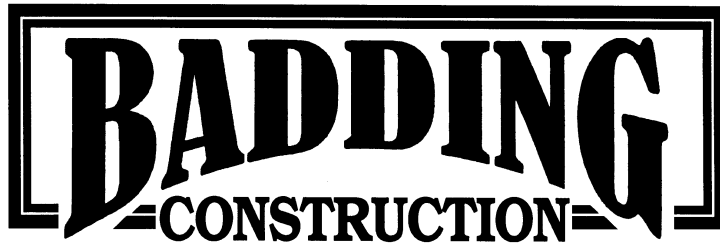
**PLUMBING/ELECTRICAL**  
 KCI Engineering  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 286-1938

**LIGHTING**  
 RDG Planning & Design  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 286-3411

**CIVIL**  
 JEC Consulting  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 286-5310

THESE DOCUMENTS HAVE BEEN PREPARED BY RDG AS SPECIFICALLY FOR THE CARROLL RECREATION CENTER BUILDING IMPROVEMENTS 2021 PROJECT. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE EXPRESS WRITTEN APPROVAL AND PARTICIPATION OF RDG. ANY REPRODUCTION OR TRANSMISSION OF THESE DOCUMENTS WITHOUT THE EXPRESS WRITTEN APPROVAL OF RDG IS PROHIBITED. THIS DRAWING MAY BE REFERENCED IN OTHER CONSTRUCTION DOCUMENTS, PERMITS AND CHANGE ORDERS THAT OCCUR DURING THE CONSTRUCTION PHASE. ANY SUCH REFERENCES TO THIS DRAWING IN OTHER CONSTRUCTION DOCUMENTS SHALL BE THE OFFICIAL CONSTRUCTION DOCUMENTS.

DATE	ISSUE
09/2022	01/2023
01/2023	03/2023
03/2023	05/2023
05/2023	07/2023
07/2023	09/2023
09/2023	11/2023
11/2023	01/2024
01/2024	03/2024
03/2024	05/2024
05/2024	07/2024
07/2024	09/2024
09/2024	11/2024
11/2024	01/2025
01/2025	03/2025
03/2025	05/2025
05/2025	07/2025
07/2025	09/2025
09/2025	11/2025
11/2025	01/2026
01/2026	03/2026
03/2026	05/2026
05/2026	07/2026
07/2026	09/2026
09/2026	11/2026
11/2026	01/2027
01/2027	03/2027
03/2027	05/2027
05/2027	07/2027
07/2027	09/2027
09/2027	11/2027
11/2027	01/2028
01/2028	03/2028
03/2028	05/2028
05/2028	07/2028
07/2028	09/2028
09/2028	11/2028
11/2028	01/2029
01/2029	03/2029
03/2029	05/2029
05/2029	07/2029
07/2029	09/2029
09/2029	11/2029
11/2029	01/2030
01/2030	03/2030
03/2030	05/2030
05/2030	07/2030
07/2030	09/2030
09/2030	11/2030
11/2030	01/2031
01/2031	03/2031
03/2031	05/2031
05/2031	07/2031
07/2031	09/2031
09/2031	11/2031
11/2031	01/2032
01/2032	03/2032
03/2032	05/2032
05/2032	07/2032
07/2032	09/2032
09/2032	11/2032
11/2032	01/2033
01/2033	03/2033
03/2033	05/2033
05/2033	07/2033
07/2033	09/2033
09/2033	11/2033
11/2033	01/2034
01/2034	03/2034
03/2034	05/2034
05/2034	07/2034
07/2034	09/2034
09/2034	11/2034
11/2034	01/2035
01/2035	03/2035
03/2035	05/2035
05/2035	07/2035
07/2035	09/2035
09/2035	11/2035
11/2035	01/2036
01/2036	03/2036
03/2036	05/2036
05/2036	07/2036
07/2036	09/2036
09/2036	11/2036
11/2036	01/2037
01/2037	03/2037
03/2037	05/2037
05/2037	07/2037
07/2037	09/2037
09/2037	11/2037
11/2037	01/2038
01/2038	03/2038
03/2038	05/2038
05/2038	07/2038
07/2038	09/2038
09/2038	11/2038
11/2038	01/2039
01/2039	03/2039
03/2039	05/2039
05/2039	07/2039
07/2039	09/2039
09/2039	11/2039
11/2039	01/2040
01/2040	03/2040
03/2040	05/2040
05/2040	07/2040
07/2040	09/2040
09/2040	11/2040
11/2040	01/2041
01/2041	03/2041
03/2041	05/2041
05/2041	07/2041
07/2041	09/2041
09/2041	11/2041
11/2041	01/2042
01/2042	03/2042
03/2042	05/2042
05/2042	07/2042
07/2042	09/2042
09/2042	11/2042
11/2042	01/2043
01/2043	03/2043
03/2043	05/2043
05/2043	07/2043
07/2043	09/2043
09/2043	11/2043
11/2043	01/2044
01/2044	03/2044
03/2044	05/2044
05/2044	07/2044
07/2044	09/2044
09/2044	11/2044
11/2044	01/2045
01/2045	03/2045
03/2045	05/2045
05/2045	07/2045
07/2045	09/2045
09/2045	11/2045
11/2045	01/2046
01/2046	03/2046
03/2046	05/2046
05/2046	07/2046
07/2046	09/2046
09/2046	11/2046
11/2046	01/2047
01/2047	03/2047
03/2047	05/2047
05/2047	07/2047
07/2047	09/2047
09/2047	11/2047
11/2047	01/2048
01/2048	03/2048
03/2048	05/2048
05/2048	07/2048
07/2048	09/2048
09/2048	11/2048
11/2048	01/2049
01/2049	03/2049
03/2049	05/2049
05/2049	07/2049
07/2049	09/2049
09/2049	11/2049
11/2049	01/2050
01/2050	03/2050
03/2050	05/2050
05/2050	07/2050
07/2050	09/2050
09/2050	11/2050
11/2050	01/2051
01/2051	03/2051
03/2051	05/2051
05/2051	07/2051
07/2051	09/2051
09/2051	11/2051
11/2051	01/2052
01/2052	03/2052
03/2052	05/2052
05/2052	07/2052
07/2052	09/2052
09/2052	11/2052
11/2052	01/2053
01/2053	03/2053
03/2053	05/2053
05/2053	07/2053
07/2053	09/2053
09/2053	11/2053
11/2053	01/2054
01/2054	03/2054
03/2054	05/2054
05/2054	07/2054
07/2054	09/2054
09/2054	11/2054
11/2054	01/2055
01/2055	03/2055
03/2055	05/2055
05/2055	07/2055
07/2055	09/2055
09/2055	11/2055
11/2055	01/2056
01/2056	03/2056
03/2056	05/2056
05/2056	07/2056
07/2056	09/2056
09/2056	11/2056
11/2056	01/2057
01/2057	03/2057
03/2057	05/2057
05/2057	07/2057
07/2057	09/2057
09/2057	11/2057
11/2057	01/2058
01/2058	03/2058
03/2058	05/2058
05/2058	07/2058
07/2058	09/2058
09/2058	11/2058
11/2058	01/2059
01/2059	03/2059
03/2059	05/2059
05/2059	07/2059
07/2059	09/2059
09/2059	11/2059
11/2059	01/2060
01/2060	03/2060
03/2060	05/2060
05/2060	07/2060
07/2060	09/2060
09/2060	11/2060
11/2060	01/2061
01/2061	03/2061
03/2061	05/2061
05/2061	07/2061
07/2061	09/2061
09/2061	11/2061
11/2061	01/2062
01/2062	03/2062
03/2062	05/2062
05/2062	07/2062
07/2062	09/2062
09/2062	11/2062
11/2062	01/2063
01/2063	03/2063
03/2063	05/2063
05/2063	07/2063
07/2063	09/2063
09/2063	11/2063
11/2063	01/2064
01/2064	03/2064
03/2064	05/2064
05/2064	07/2064
07/2064	09/2064
09/2064	11/2064
11/2064	01/2065
01/2065	03/2065
03/2065	05/2065
05/2065	07/2065
07/2065	09/2065
09/2065	11/2065
11/2065	01/2066
01/2066	03/2066
03/2066	05/2066
05/2066	07/2066
07/2066	09/2066
09/2066	11/2066
11/2066	01/2067
01/2067	03/2067
03/2067	05/2067
05/2067	07/2067
07/2067	09/2067
09/2067	11/2067
11/2067	01/2068
01/2068	03/2068
03/2068	05/2068
05/2068	07/2068
07/2068	09/2068
09/2068	11/2068
11/2068	01/2069
01/2069	03/2069
03/2069	05/2069
05/2069	07/2069
07/2069	09/2069
09/2069	11/2069
11/2069	01/2070
01/2070	03/2070
03/2070	05/2070
05/2070	07/2070
07/2070	09/2070
09/2070	11/2070
11/2070	01/2071
01/2071	03/2071
03/2071	05/2071
05/2071	07/2071
07/2071	09/2071
09/2071	11/2071
11/2071	01/2072
01/2072	03/2072
03/2072	05/2072
05/2072	07/2072
07/2072	09/2072
09/2072	11/2072
11/2072	01/2073
01/2073	03/2073
03/2073	05/2073
05/2073	07/2073
07/2073	09/2073
09/2073	11/2073
11/2073	01/2074
01/2074	03/2074
03/2074	05/2074
05/2074	07/2074
07/2074	09/2074
09/2074	11/2074
11/2074	01/2075
01/2075	03/2075
03/2075	05/2075
05/2075	07/2075
07/2075	09/2075
09/2075	11/2075
11/2075	01/2076
01/2076	03/2076
03/2076	05/2076
05/2076	07/2076
07/2076	09/2076
09/2076	11/2076
11/2076	01/2077
01/2077	03/2077
03/2077	05/2077
05/2077	07/2077
07/2077	09/2077
09/2077	11/2077
11/2	



October 5, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
RFI 54 – Existing Utilities South Walking Track

Brad,

Please find listed below and attached the cost for RFI 54 – Existing Utilities South Walking Track per the following.

- Relocate existing roof water hydrant.
- Rehang the existing water line and add fiberglass insulation with no PVC jacket.
- Extend the west wall of the electrical closet to conceal roof drain.
- All other piping, insulation, etc. shall stay as is.

Total Cost: \$ 4,030.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder



## Contractor's Cost Summary

<b>Project :</b> <b>Carroll Recreation Center</b> <b>Building Improvements Project 2021</b>	<b>Reference: RFI 54 - Existing Utilities</b> <b>South Walking Track Water-Line Only</b>
<b>Contractor: Badding Construction Company</b> <b>Carroll, Iowa</b>	<b>Date: 10/5/2023</b>

1.)	Labor	\$0.00	
2.)	Materials	\$0.00	
3.)	Equipment	\$0.00	
4.)	Subtotal (lines 1 thru 3)		\$0.00
5.)	Overhead & Profit (10.0% of line 4)		\$0.00
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a. Drees Company	\$3,800.00	
	b.	\$0.00	
	c.	\$0.00	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		\$3,800.00
9.)	Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$190.00
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		\$3,990.00
11.)	Insurance & Performance Bond @ 0.10%		\$39.90
12.)	Total Cost (lines 10 & 11)		\$4,030.00
13.)	Adjustment in Contract Time (calendar days):		0 days

# CONTRACTOR'S COST SUMMARY

**PROJECT:** Carroll REC Center

**REFERENCE**

**RFI #54 Existing Utilities**

**CONTRACTOR:** DREES HEATING & PLUMBING, INC.

**DATE:**

10/4/2023

This Form, itemized accountings and appropriate supporting data must be attached to any Claim or Change

Cost associated with cleaning up the existing water line on the walking track, and adding an exterior wall hydrant

1).	Labor *(including benefits)	\$	1,584
2).	Materials *	\$	630
3).	(Subtotal of lines 1 and 2)	\$	2,214
4).	Overhead & Profit (10% of line 3)	\$	221
5).	Premium Time on Contract Work	\$	-
6).	Tax 0%	\$	-
7).	Subcontractor's name & cost: (Attached summaries & breakdowns)		
	a. Iowa Insulation	\$	1,300
	b. _____	\$	-
	c. _____	\$	-
	d. _____	\$	-
	e. _____	\$	-
8).	Total Sub. Cost (total of lines 7a thru 7h)	\$	1,300
9).	Contractor's O & P Sub's Work (5% of line 8)	\$	65
10).	(Subtotal of lines 3, 4, 5, 6, 8 and 9)	\$	3,800
11).	Bond <u>1</u> % & Insurance ___% (If required) = <u>1</u> % of line 10	\$	-
12).	TOTAL COST (total of line 10 and 11) (If this is Sub's Summary, Contractor to include the amount of line 12 on line 7 of their Cost Summary)	\$	3,800
13).	Adjustment in Contract Time (calendar days): ___ 0 (Providing supportive data substantiating claim for additional days.)		

\*Attached breakdown of itemized accounting and supporting data.

## Material List

Qty.		Cost	Total	Hrs	Total Hrs
1	Demo existing wall hydrant & piping	\$ 25.00	\$ 25.00	1.5	1.5
1	New freezeless faucet	\$ 191.00	\$ 191.00	1.5	1.5
1	Copper pipe & fittings for new hydrant	\$ 85.00	\$ 85.00	4	4
1	Support and clean up hot water recirc line	\$ 329.00	\$ 329.00	11	11
		\$ -	\$ -	0	0
		\$ -	\$ -	0	0
	Total		\$ 630.00		18



# PLUMBING & HEATING WHOLESALE INC.

pandhwholesale.com

Phone: 1-800-779-4422 Fax: 1-712-722-4633



Phone: 1-844-488-5369  
Fax: 1-712-255-4869



Phone: 1-800-352-4662  
Fax: 1-712-277-3324

# QUOTE

DATE	BID NUMBER
08/29/23	S2876600.001
Remit To: Plumbing & Heating Wholesale Inc. PO Box 294 Sioux Center, IA 51250	
PAGE NO. 1	

**BILL TO:**

DREES HEATING & PLUMBING INC  
PO BOX 585  
CARROLL, IA 51401

**JOB:**

(DEFAULT)

CUSTOMER NUMBER	CUSTOMER PO NUMBER / JOB NAME	TERMS	SHIP VIA
1061	Carroll Rec Center - 8/29/23	2% 10TH, NET 11TH	
DATE ORDERED	WRITER	CONTACT	DATE SHIPPED
08/29/23	JAK	MATT OWEN	

QTY		DESCRIPTION	UNIT PRICE	EXT PRICE
1	EA	67C-16 16" BACKFLOW PROTECTED FREEZELESS WALL HYDRANT CHROME	190.810	190.81

QUOTES ARE GOOD FOR 30 DAYS AND COMMODITY  
ITEMS SUCH AS COPPER, PVC, SHEET METAL, ETC.  
ARE SUBJECT TO MARKET FLUCTUATIONS.

Subtotal	190.81
Shipping/Handling	0.00
Sales Tax	0.00
Total Amt Due	190.81
Payment Amt	0.00
<b>Balance Due</b>	<b>0.00</b>

# Iowa Insulation, Inc.

## Award Winning Mechanical Insulation Systems

Wednesday, August 30, 2023

**To: Estimating Department**

**Re: Mechanical Insulation Scope & Quote**

**Project: Carroll Rec Center RFI#54**

To Estimating Department,

Thank you for the opportunity to quote this project. Our quote is good for thirty days. Our scope of work includes insulating the following systems:

**Roughly 200' of roof drains and 150' of water lines.**

Exclusions: painting, pipe identification, lav kits, heat trace, fire stopping, PVC in return air spaces, cutting and patching of penetrations.

**Roof drain insulation with PVC jacket adds: \$6,145.00.**

**Roof drain insulation only adds: \$3,200.00.**

**Water lines insulation with PVC jacket adds: \$2,550.00.**

**Water lines insulation only adds: \$1,300.00.**

Clearance: Proper spacing is required to allow a specified thickness of the insulation to be installed.

Clean-up: We are responsible for the daily clean-up of the insulation materials in our work area.

Scheduling: This proposal is based on a schedule allowing a reasonable time to complete work as stated.

Insurance: Iowa Insulation Inc. is fully insured with worker comp and general liability coverage.

30-Day Price: This proposal is good for 30 days from the date submitted. We reserve the right to withdraw this proposal if both parties cannot agree on the conditions.

For questions call Todd on his cell at (515)203-0665

Submitted by: Todd Lampe, Estimator

Iowa Insulation, Inc.

955 West K Ave.

Nevada, IA 50201

# **Drees Company**

## **Recap with Total Cost**

**Project Name: Carroll REC Center REBID**  
**Bid ID: 5/26/2022**  
**Report Time: 8/29/2023 8:47 AM**  
**Profile Name: Standard**  
**Labor Book: Drees**  
**Scoped By: Base Bid; Phase: Mezzanine Outdoor Hydrant;**

AutoBid Version: 2019 v2

## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 1 of 4

Bid ID: 5/26/2022

Report Time: 8/29/23 8:47 AM

Data Calculated: 8/29/2023 8:47:24 AM

Base Bid; Phase: Mezzanine Outdoor Hydrant;

#### Pipe

##### Copper - Type L - 95/5

Material Multiplier: 504 - HARD COP TUBE 4 & UNDER - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Hard Tube						
3/4		10	4.43	44.32	0.04	0

Copper - Type L - 95/5 Totals:

<u>10</u>	<u>44</u>	<u>0</u>
-----------	-----------	----------

<b>Pipe Totals:</b>	<u>10</u>	<u>44</u>	<u>0</u>
---------------------	-----------	-----------	----------

#### Fittings

##### Copper - Pressure - 95/5

Material Multiplier: 545 - WROT COP FTG 1/2 & 3/4 - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
90 Deg Elbow						
3/4		4	1.94	7.76	0.42	2

Material Multiplier: 551 - WROT COP FTG 2-1/2 & UP - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Tee						
3/4		1	3.56	3.56	0.63	1

Copper - Pressure - 95/5 Totals:

<u>5</u>	<u>11</u>	<u>2</u>
----------	-----------	----------

<b>Fittings Totals:</b>	<u>5</u>	<u>11</u>	<u>2</u>
-------------------------	----------	-----------	----------

#### Valves

##### Bronze - Soldered Ball - 95/5

Material Multiplier: 654 - NIBCO 32 BV 580 - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
125# Nib S-580						
3/4		1	5.75	5.75	0.42	0

Bronze - Soldered Ball - 95/5 Totals:

<u>1</u>	<u>6</u>	<u>0</u>
----------	----------	----------

<b>Valves Totals:</b>	<u>1</u>	<u>6</u>	<u>0</u>
-----------------------	----------	----------	----------

## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 2 of 4

Bid ID: 5/26/2022

Report Time: 8/29/23 8:47 AM

Data Calculated: 8/29/2023 8:47:24 AM

Base Bid; Phase: Mezzanine Outdoor Hydrant;

#### Hanger Components

##### - Clips & Rings -

Material Multiplier: 1435 - BLINE NON STANDARD ITEMS Z - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Fig 104 Swivl Ring						
	3/4	2	6.00	12.00	0.00	0

- Clips & Rings - Totals:

2	12	0
---	----	---

##### - Rods -

Material Multiplier: 1467 - ALL THREAD ROD CBN OTHERS - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Allthread - Galv						
	3/8	8	0.32	2.57	0.00	0

- Rods - Totals:

8	3	0
---	---	---

##### - Struct Attach-Conc -

Material Multiplier: H0001 - Hanger Materials - GRN - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Wedge Anchors						
	3/8	2	1.35	2.70	0.00	0

- Struct Attach-Conc - Totals:

2	3	0
---	---	---

<b>Hanger Components Totals:</b>	<b>12</b>	<b>17</b>	<b>0</b>
----------------------------------	-----------	-----------	----------

#### Labor

##### Hangers

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Clevis(Pipe Sleeve Hang)						
	3/4	2	0.00	0.00	0.35	1

Hangers Totals:

2	0	1
---	---	---

<b>Labor Totals:</b>	<b>2</b>	<b>0</b>	<b>1</b>
----------------------	----------	----------	----------



## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 3 of 4

Bid ID: 5/26/2022

Report Time: 8/29/23 8:47 AM

Data Calculated: 8/29/2023 8:47:24 AM

Base Bid; Phase: Mezzanine Outdoor Hydrant;

#### Misc. Consumables

##### - Copper Joints Emory Cloth -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Emory Cloth						
Emory Cloth		0	0.20	0.01	0.00	0

- Copper Joints Emory Cloth - Totals:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

##### - Copper Joints Flux -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Flux						
Sta-Brite Flux		0	3.55	0.46	0.00	0

- Copper Joints Flux - Totals:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

##### - Copper Joints Solder -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Solder						
95/5		0	9.14	1.19	0.00	0

- Copper Joints Solder - Totals:

<u>0</u>	<u>1</u>	<u>0</u>
----------	----------	----------

##### - Gases -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Gases						
Propane		6	0.20	1.14	0.00	0

- Gases - Totals:

<u>6</u>	<u>1</u>	<u>0</u>
----------	----------	----------

<b>Misc. Consumables Totals:</b>	<u>6</u>	<u>3</u>	<u>0</u>
----------------------------------	----------	----------	----------

#### Misc. Steel Items

##### - Bolts,Nuts&Washers -

Material Multiplier: 6900 - PROSELECT FASTENERS - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Washers- Galvanized						
3/8		6	0.23	1.38	0.00	0

## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 4 of 4

Bid ID: 5/26/2022

Report Time: 8/29/23 8:47 AM

Data Calculated: 8/29/2023 8:47:24 AM

Base Bid; Phase: Mezzanine Outdoor Hydrant;

#### Misc. Steel Items

##### - Bolts,Nuts&Washers -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Nuts - Galvanized	3/8	6	0.25	1.50	0.00	0

##### - Bolts,Nuts&Washers - Totals:

<u>12</u>	<u>3</u>	<u>0</u>
-----------	----------	----------

<b>Misc. Steel Items Totals:</b>	<u>12</u>	<u>3</u>	<u>0</u>
----------------------------------	-----------	----------	----------

#### Pipe Cut

##### Copper - Pipe Cut with Cutters - Cutters

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
PIPE CUT	3/4	1	0.65	0.65	0.01	0

##### Copper - Pipe Cut with Cutters - Cutters Totals:

<u>1</u>	<u>1</u>	<u>0</u>
----------	----------	----------

<b>Pipe Cut Totals:</b>	<u>1</u>	<u>1</u>	<u>0</u>
-------------------------	----------	----------	----------

Material Cost

Total Hrs

#### Grand Totals

\$85

4

\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports

# **Drees Company**

## **Recap with Total Cost**

**Project Name: Carroll REC Center REBID**  
**Bid ID: 5/26/2022**  
**Report Time: 8/30/2023 1:26 PM**  
**Profile Name: Standard**  
**Labor Book: Drees**  
**Scoped By: Base Bid; Phase: Mezzanine Recirc Line;**

AutoBid Version: 2019 v2

## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 2 of 4

Bid ID: 5/26/2022

Report Time: 8/30/23 1:26 PM

Data Calculated: 8/30/2023 1:23:38 PM

Base Bid; Phase: Mezzanine Recirc Line;

#### Hanger Components

##### - Clips & Rings -

Material Multiplier: 1435 - BLINE NON STANDARD ITEMS Z - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Fig 104 Swivl Ring						
	3/4	32	6.00	192.00	0.00	0

- Clips & Rings - Totals:

<u>32</u>	<u>192</u>	<u>0</u>
-----------	------------	----------

##### - Rods -

Material Multiplier: 1467 - ALL THREAD ROD CBN OTHERS - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Allthread - Galv						
	3/8	128	0.32	41.09	0.00	0

- Rods - Totals:

<u>128</u>	<u>41</u>	<u>0</u>
------------	-----------	----------

##### - Struct Attach-Conc -

Material Multiplier: H0001 - Hanger Materials - GRN - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Wedge Anchors						
	3/8	32	1.35	43.20	0.00	0

- Struct Attach-Conc - Totals:

<u>32</u>	<u>43</u>	<u>0</u>
-----------	-----------	----------

<b>Hanger Components Totals:</b>	<u><u>192</u></u>	<u><u>276</u></u>	<u><u>0</u></u>
----------------------------------	-------------------	-------------------	-----------------

#### Labor

##### Hangers

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Clevis(Pipe Sleeve Hang)						
	3/4	32	0.00	0.00	0.35	11

Hangers Totals:

<u>32</u>	<u>0</u>	<u>11</u>
-----------	----------	-----------

<b>Labor Totals:</b>	<u><u>32</u></u>	<u><u>0</u></u>	<u><u>11</u></u>
----------------------	------------------	-----------------	------------------

## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 3 of 4

Bid ID: 5/26/2022

Report Time: 8/30/23 1:26 PM

Data Calculated: 8/30/2023 1:23:38 PM

Base Bid; Phase: Mezzanine Recirc Line;

#### Misc. Consumables

##### - Copper Joints Emory Cloth -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Emory Cloth						
Emory Cloth		0	0.20	0.03	0.00	0

- Copper Joints Emory Cloth - Totals:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

##### - Copper Joints Flux -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Flux						
Sta-Brite Flux		0	3.55	1.21	0.00	0

- Copper Joints Flux - Totals:

<u>0</u>	<u>1</u>	<u>0</u>
----------	----------	----------

##### - Copper Joints Solder -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Solder						
95/5		0	9.14	3.11	0.00	0

- Copper Joints Solder - Totals:

<u>0</u>	<u>3</u>	<u>0</u>
----------	----------	----------

##### - Gases -

Material Multiplier: XNET - Net Material Price - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Gases						
Propane		15	0.20	2.97	0.00	0

- Gases - Totals:

<u>15</u>	<u>3</u>	<u>0</u>
-----------	----------	----------

Misc. Consumables Totals:

<u>16</u>	<u>7</u>	<u>0</u>
-----------	----------	----------

#### Misc. Steel Items

##### - Bolts,Nuts&Washers -

Material Multiplier: 6900 - PROSELECT FASTENERS - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Washers- Galvanized						
3/8		96	0.23	22.08	0.00	0

## Drees Company

### Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 4 of 4

Bid ID: 5/26/2022

Report Time: 8/30/23 1:26 PM

Data Calculated: 8/30/2023 1:23:38 PM

Base Bid; Phase: Mezzanine Recirc Line;

#### Misc. Steel Items

##### - Bolts,Nuts&Washers -

**Material Multiplier: XNET - Net Material Price - 1.00**

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Nuts - Galvanized						
3/8		96	0.25	24.00	0.00	0
<b>- Bolts,Nuts&amp;Washers - Totals:</b>						
		<b>192</b>		<b>46</b>		<b>0</b>
<b>Misc. Steel Items Totals:</b>		<b>192</b>		<b>46</b>		<b>0</b>

Material Cost

Total Hrs

**Grand Totals**

**\$329**

**11**

\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports



**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #54: Existing Utilities South Walking Track

<b>Status</b>	Closed on 08/29/23		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Aug 14, 2023	<b>Due Date</b>	Aug 17, 2023
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>			
<b>Drawing Number</b>	PD01.11		
<b>Linked Drawings</b>			
<b>Received From</b>	Matt Owen (Drees Company)		
<b>Copies To</b>	Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Bill Kunecke (Badding Construction), Matt Owen (Drees Company), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

#### Question

**Question from Nick Badding Badding Construction on Monday, Aug 14, 2023 at 04:29 PM CDT**

There are some existing utilities that are shown to remain in the south mezzanine walking track: storm drains, water lines, etc. Some of the utilities appearance and/or location could potentially be a concern for the owner. Can you please review the various utilities and provide direction on what you would like done. The owner can take care of this outside the contract if they prefer, but now is the time they should be addressed.

**Attachments**

[RFI 54 - Existing Utilities South Walking Track.pdf](#)

#### Official Response

**Response from Brad Rodenburg RDG Planning & Design on Monday, Aug 28, 2023 at 11:01 PM CDT**

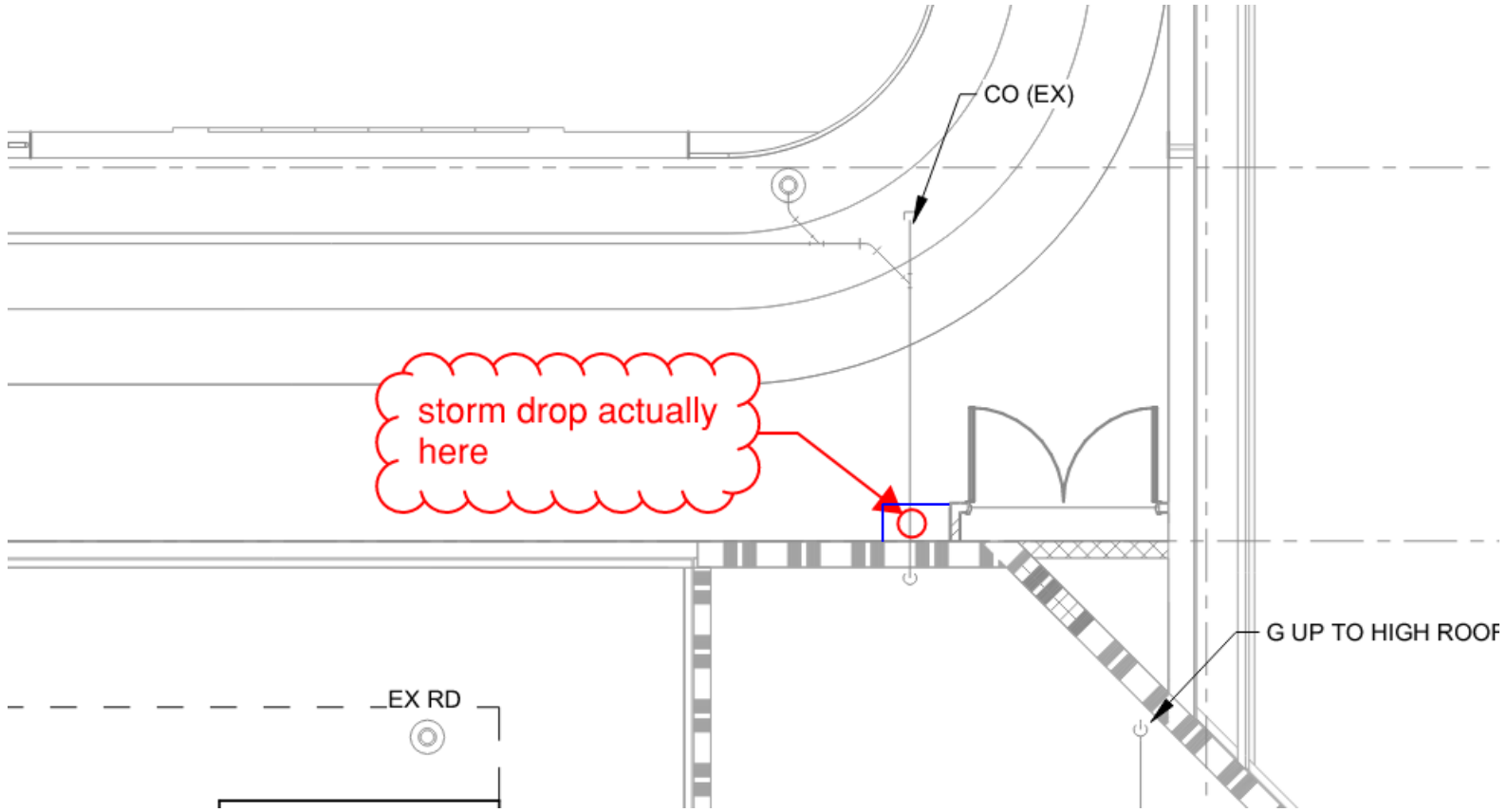
See response to RFI #54 - Existing Utilities South Walking Track, as noted.

-Brad Rodenburg, RDG

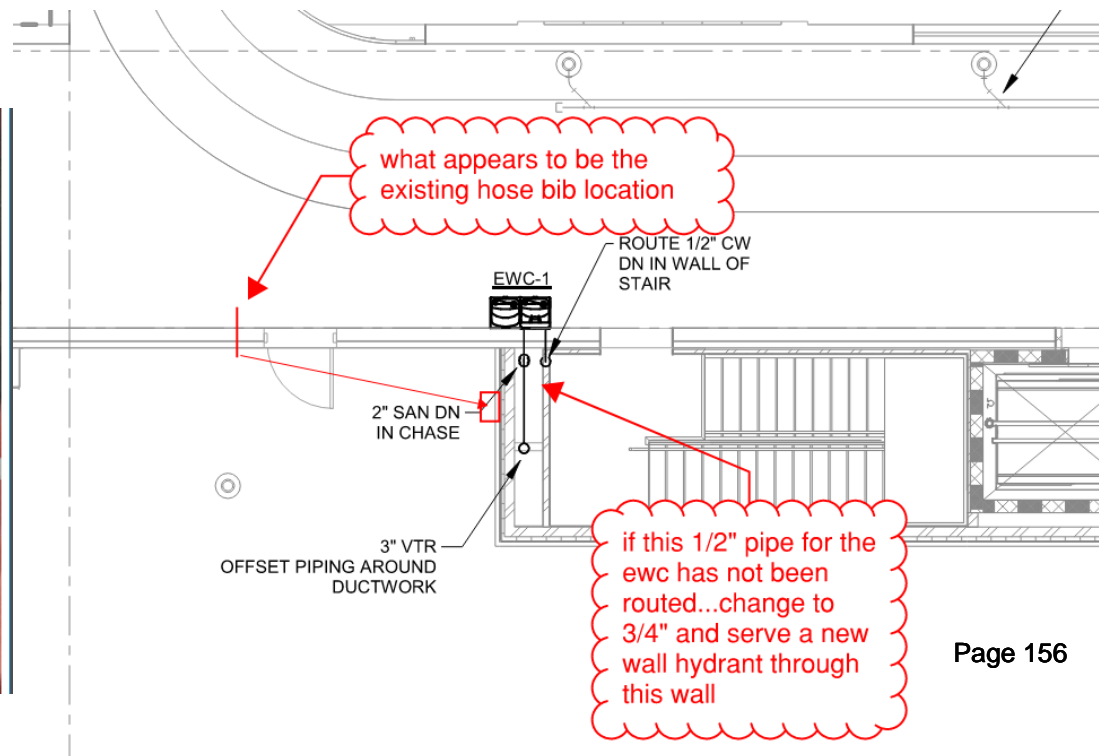
**Attachments**

[Carroll Recreation Building Improvements 2021\\_RFI #54 - Existing Utilities - KCL & RDG Response.pdf](#)

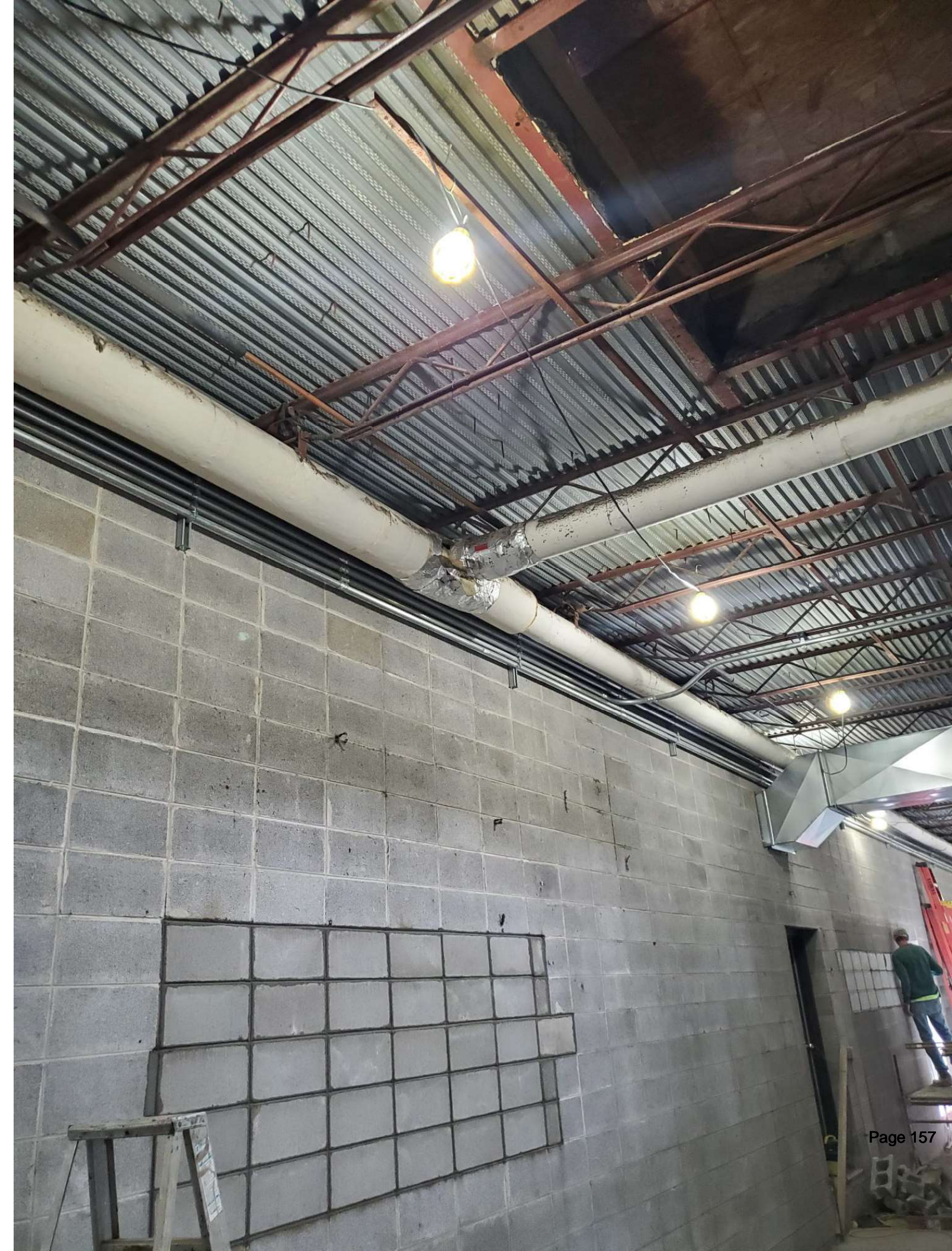
For the existing storm piping pictured below, we would recommend the contractor reinsulate and provide pvc jacketing, as it is all up high by the joists for the most part. Down at the east end, if the closet could extend West to hide the storm pipe drop and the small black pipe next to it.



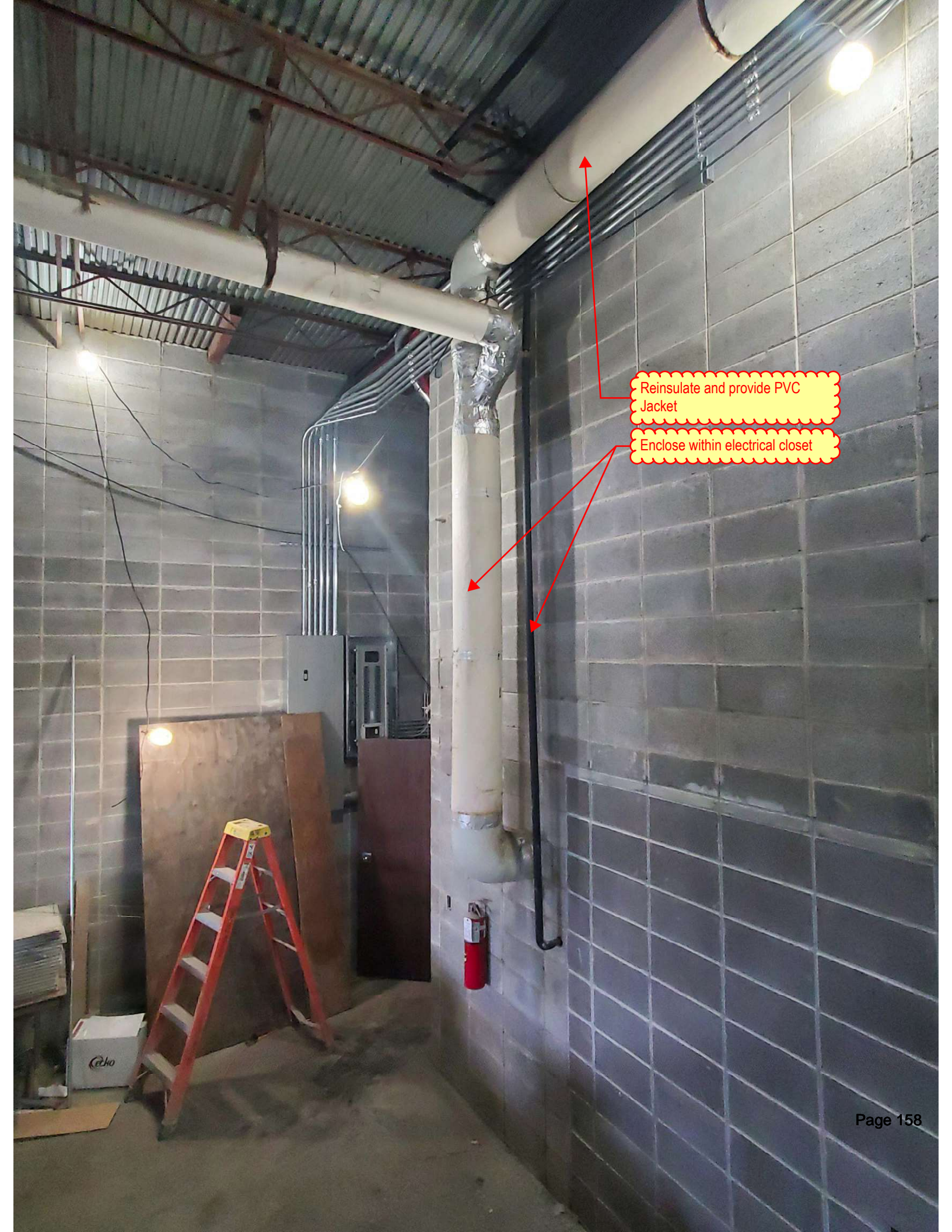
Another picture, below, depicts the existing wall hydrant for the roof, this doesn't appear to be a freeze proof hydrant. That being said, we recommend it being replaced.. Also, see below marked up image for an idea of how to eliminate that hose bib piping at the wall.











Reinsulate and provide PVC Jacket

Enclose within electrical closet



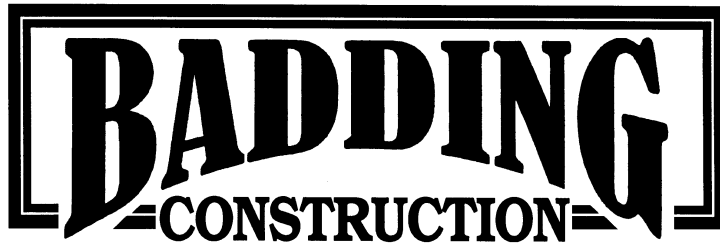


Reinsulate and provide PVC Jacket



Replace with freeze-proof hydrant. Reference markups above for removing hydrant piping.





September 20, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
RFI 62 – Existing Electrical Outlets

Brad,

Please find listed below and attached pricing for RFI 62 – Existing Electrical Outlets.

Total Cost: \$ 1,782.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke

# Contractor's Cost Summary

---

<b>Project :</b>	<b>Carroll Recreation Center</b>	<b>Reference: RFI 62 - Existing</b>
	<b>Building Improvements Project 2021</b>	<b>Electrical Outlets</b>
<b>Contractor:</b>	<b>Badding Construction Company</b>	<b>Date: 9/20/2023</b>
	<b>Carroll, Iowa</b>	

---

1.) Labor	\$120.00	
2.) Materials	\$0.00	
3.) Equipment	\$0.00	
4.) Subtotal (lines 1 thru 3)		\$120.00
5.) Overhead & Profit (10.0% of line 4)		\$12.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a. Nelson Electric	\$1,555.00	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		\$1,555.00
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$77.75
10.) Subtotal (lines 4, 5, 6, 8 and 9)		\$1,764.75
11.) Insurance & Performance Bond @ 0.10%		\$17.65
12.) Total Cost (lines 10 & 11)		\$1,782.00
13.) Adjustment in Contract Time (calendar days):		0 days

820 W. 8th St. Suite 1  
Carroll, IA 51401



Of Western Iowa

Phone: 712-792-5367 Ext. 2  
Fax: 712-792-3606  
[jim.kruse@nelselectric.biz](mailto:jim.kruse@nelselectric.biz)

**WORK PROPOSAL**

Proposal Submitted To	Phone	Date
Badding Construction	712-792-4123	September 20, 2023
Street	Job Name	
	Carroll Recreation Center	
City, State, Zip Code	Job Location	
Carroll, Iowa	Carroll, Iowa	
Attn. Nick Badding	Contact	
	Nick	

We hereby submit the following proposal;

Our RFI # 7

Material \$388.00  
Labor \$75/hr x 13.66hrs \$1,025.00  
O&P 10% \$142.00  
Sub (x) \$0.00  
Sub O&P \$0.00  
Freight \$0.00  
TOTAL \$1,555.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker’s Compensation Insurance.

**Jim Kruse- Cell 515-290-1805**  
Note: This proposal may be withdrawn by us if not accepted within **15 days** of the above date.

**Acceptance of Proposal** - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Name: Rec Center CR's  
 Job Number: 1196  
 Extension Name: Summary #1

Print Job

Item #	Item Name	Quantity	Book Price.	U	Ext Book Price.	Bid Lbr Ext	% of Extended Price	% of Extended Hours
<b>Label Set: Combined, Combined, Combined, Combined, Combined</b>					<b>\$387.74</b>	<b>13.66</b>	<b>100%</b>	<b>100%</b>
Mat Codes: DO NOT USE					\$387.74	13.66	100%	100%
41	12 THHN CU STRANDED	400.00	\$316.47	M	\$126.59	2.00		
330	3/8 MC CONNECTOR	2.00	\$107.86	C	\$2.16	0.06		
343	12/2 MC CU Cable	30.00	\$1,047.52	M	\$31.43	0.51		
536	1/2 EMT	90.00	\$106.50	C	\$95.85	3.60		
641	1/2 EMT CONN S/C	12.00	\$33.29	C	\$4.00	1.32		
701	1/2 EMT COUPL S/C	16.00	\$41.05	C	\$6.57	1.28		
836	1/2 EMT 1 HOLE STP	4.00	\$6.26	C	\$0.25	0.12		
988	1/2 GRC COUPLING	1.00	\$134.10	C	\$1.34	0.05		
1,837	STRAP FASTENER	13.00	\$0.27		\$3.46	0.78		
3,363	TAN WIRE NUT	12.00	\$227.00	M	\$2.72	0.12		
7,127	20A DUP REC SPEC	5.00	\$7.87		\$39.34	1.00		
7,336	1G SS DUPL RECP PLATE	5.00	\$214.20	C	\$10.71	0.25		
7,349	4/S BOX 2-1/8" DEEP	4.00	\$275.88	C	\$11.04	0.60		
7,353	4/S BLANK COVER	2.00	\$35.52	C	\$0.71	0.10		
7,465	1G RS RECPT PLATE	2.00	\$2.40		\$4.80	0.14		
9,207	CADDY K8 WIRE/CONDUIT	10.00	\$0.59		\$5.88	0.50		
9,220	MC 1H STRAP	9.00	\$0.12		\$1.05	0.31		
9,662	V500 /FT	10.00	\$1.82		\$18.20	0.28		
9,665	V504 STRAP	2.00	\$0.56		\$1.12	0.22		
9,666	V506 CONN COVER	1.00	\$0.65		\$0.65	0.11		
9,693	V5744 1G EX DEEP BOX	1.00	\$19.88		\$19.88	0.31		
					<b>\$387.74</b>	<b>13.66</b>		





**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #62: Existing Electrical Outlets to Remain

<b>Status</b>	Open		
<b>To</b>	Michael Lortz (KCL Engineering) Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Sep 20, 2023	<b>Due Date</b>	Sep 25, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	No
<b>Spec Section</b>			
<b>Drawing Number</b>	E01.10		
<b>Linked Drawings</b>			
<b>Received From</b>	Gary Erps (Nelson Electric)		
<b>Copies To</b>	Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Bill Kunecke (Badding Construction), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

#### Question

**Question from Nick Badding Badding Construction on Wednesday, Sep 20, 2023 at 05:01 PM CDT**  
 See attached RFI from Nelson Electric concerning existing outlets.

**Attachments**  
[RFI 62 - Existing Electrical Outlets to Remain.pdf](#)

*Awaiting an Official Response*



820 West 8th street  
Carroll, Iowa 51401

[gary.erps@nelselectric.biz](mailto:gary.erps@nelselectric.biz)

Phone: 712-792-5367  
Fax: 712-792-3606

## REQUEST FOR INFORMATION

Project: CARROLL REC CENTER

RFI # 7

Project No.: C22002

Owner: CITY OF CARROLL

Contractor: Nelson Electric

Contract: Electrical

To: Badding Construction

Date: 9/20/23

Reference:

Drawing EDO.10 Detail # A1 Spec # \_\_\_\_\_

Question: The 2 recepticals on the east wall of community room 119 are shown existing to remain. These recepticals were removed during demo. Also there are 2 recepticals in Andy's old office and the mens rest room 111 shown existing to remain that lost there feed from panel A during the elvator pit installation. Do these recepticals need to be reinstalled or just removed? If they need to be reinstalled please issue a change requester for this work.

By: **Gary Erps** Of: **Nelson Electric** Date: **9/20/2023**

Referred by \_\_\_\_\_ Of: \_\_\_\_\_ Date: \_\_\_\_\_

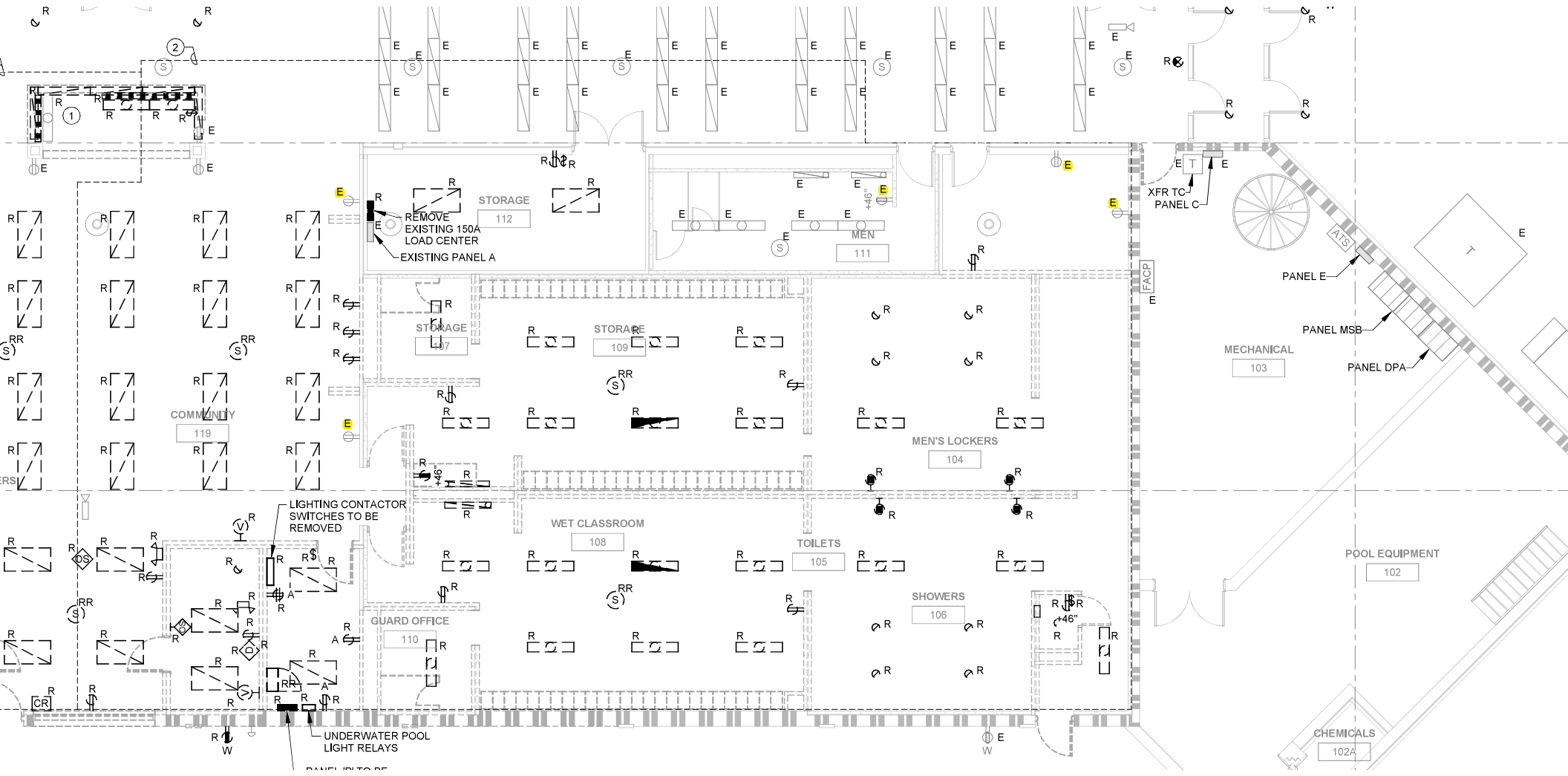
By: \_\_\_\_\_ Of: \_\_\_\_\_ Date: \_\_\_\_\_

Reply:

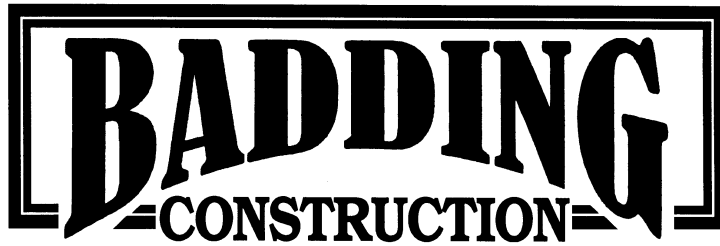
By: \_\_\_\_\_ Of: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to \_\_\_\_\_ Of: \_\_\_\_\_ Date: \_\_\_\_\_

Neither the above questions nor the respective reply will change contractual obligations in any way. If we consider a change in contract sum or contract time is required, we will submit an itemized proposal immediately, before proceeding with the work in question.







October 4, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
RFI 65 - Delete Exterior Roof Ladder

Brad,

Please find listed below and attached credit for deleting the exterior roof ladder and relocating the existing ladder per RFI 65. I have not included extra roof walkway pads. We will install the original amount shown.

Total Credit: \$ 1,624.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

**Project :** Carroll Recreation Center  
**Building Improvements Project 2021**  
**Contractor:** Badding Construction Company  
**Carroll, Iowa**

**Reference:** RFI 65 - Delete  
**Exterior Roof Ladder**  
**Date:** 10/4/2023

1.) Labor	(\$220.00)	
2.) Materials	(\$813.00)	
3.) Equipment	(\$75.00)	
4.) Subtotal (lines 1 thru 3)		(\$1,108.00)
5.) Overhead & Profit (0.0% of line 4)		\$0.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a. K & D Painting	(\$500.00)	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		(\$500.00)
9.) Contractor's OH & P on Subcontractor's Work (0% of line 8)		\$0.00
10.) Subtotal (lines 4, 5, 6, 8 and 9)		(\$1,608.00)
11.) Insurance & Performance Bond @ 0.10%		(\$16.08)
12.) Total Cost (lines 10 & 11)		(\$1,624.00)
13.) Adjustment in Contract Time (calendar days):		0 days

**CHANGE ORDER REQUEST**

PROJECT:	Carroll Rec Center	CHANGE ORDER REQUEST NO:	005
TO CONTRACTOR:	Badding Construction 814 W 9th St Carroll, IA 51401	DATE OF ISSUANCE:	10/04/23

Itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

**DESCRIPTION:**

Provide credit for Galvanized Roof Access Ladder, piece mark 70LD1. Credit amount includes Material, Labor, Galvanizing, and Fasteners.

Miscellaneous Steel \$738.00

**TOTAL AMOUNT \$738.00**

*Price is valid for 24 hours and is subject to material availability, mill increase and surcharge.*

ISSUED BY:  
One Ton Welding, Inc.

*Joe Leuschen*  
\_\_\_\_\_  
Joe Leuschen, Project Manager

ACCEPTED BY:  
Type Company Name Here

\_\_\_\_\_

Prepared by: JL  
Attachments: N/A

WELDING | METAL FABRICATION | MACHINING  
T.712.489.2577 | F.712.489.2061



# K&D PAINTING

# RFI

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 10/04/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

---

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

1. All changes to meet RFI-65

**Deduct a sum of: \$500.00**

*Craig Luchtel*

---

Craig Luchtel

President

Page 172

---

Accepted by





**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #65: Exterior Roof Ladder

<b>Status</b>	Closed on 10/03/23		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Sep 28, 2023	<b>Due Date</b>	Oct 3, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	No
<b>Spec Section</b>	05 50 00 - Metal Fabrications		
<b>Drawing Number</b>	A04.10		
<b>Linked Drawings</b>			
<b>Received From</b>	Nick Badding (Badding Construction)		
<b>Copies To</b>	Kate Cobine (For Sure Roofing & Sheet Metal), Craig Luchtel (K & D Painting), Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Bill Kunecke (Badding Construction), Chris Lame (For Sure Roofing & Sheet Metal), Cory Waller (K & D Painting), Matt Owen (Drees Company), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

<b>Question</b>	<p><b>Question from Nick Badding Badding Construction on Thursday, Sep 28, 2023 at 02:25 PM CDT</b>          Please confirm if the new exterior roof ladder is required.</p> <p><b>Attachments</b>  <a href="#">RFI 65 - New Exterior Roof Ladder.pdf</a></p>
<b>Official Response</b>	<p><b>Response from Brad Rodenburg RDG Planning &amp; Design on Monday, Oct 2, 2023 at 11:16 PM CDT</b>          See response to RFI \$65 - Exterior Roof Ladder, as noted and per direction from the Owner.</p> <p>-Brad Rodenburg, RDG</p> <p><b>Attachments</b>  <a href="#">RFI 65 - Exterior Roof Ladder - RDG Response.pdf</a></p>



**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #65: Exterior Roof Ladder

<b>Status</b>	Open		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Sep 28, 2023	<b>Due Date</b>	Oct 3, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	No
<b>Spec Section</b>	05 50 00 - Metal Fabrications		
<b>Drawing Number</b>	A04.10		
<b>Linked Drawings</b>			
<b>Received From</b>	Nick Badding (Badding Construction)		
<b>Copies To</b>	Kate Cobine (For Sure Roofing & Sheet Metal), Craig Luchtel (K & D Painting), Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Bill Kunecke (Badding Construction), Chris Lame (For Sure Roofing & Sheet Metal), Cory Waller (K & D Painting), Matt Owen (Drees Company), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

<b>Question</b>	<p><b>Question from Nick Badding Badding Construction on Thursday, Sep 28, 2023 at 02:25 PM CDT</b>          Please confirm if the new exterior roof ladder is required.</p> <p><b>Attachments</b>  <a href="#">RFI 65 - New Exterior Roof Ladder.pdf</a></p>
-----------------	---

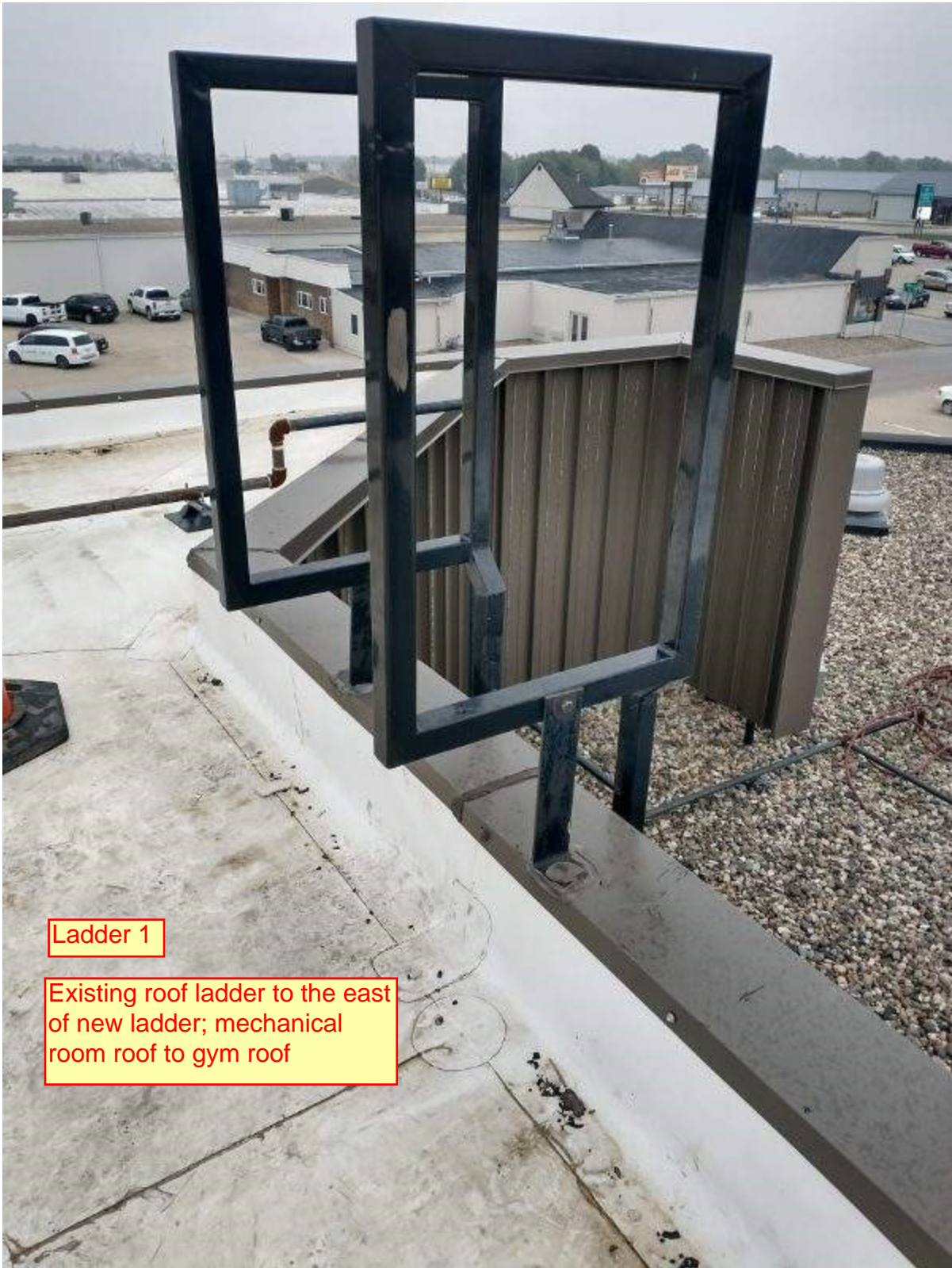
*Awaiting an Official Response*

Omit, new / additional roof access ladder shown within the construction documents, per Owner. Provide a credit for both the material to fabricate and labor to install. Coordinate location of corresponding roof walkways to roof access pointsequipment and entrances onto roofs

Relocate existing roof ladder access to coordinate with new construction elements.

-Brad Rodenburg, RDG                      10.2.2023





Ladder 1

Existing roof ladder to the east of new ladder; mechanical room roof to gym roof





Same ladder as shown in page 1; note metal panel.



There is an existing gas line on the gym roof that we need to contend with





Approximate location of  
new ladder



Ladder 1

Existing ladder from  
mechanical roof to gym roof

Existing ladder from lower roof  
to mechanical roof

Ladder 2





Approximate  
location new ladder



Ladder 1

Ladder 2

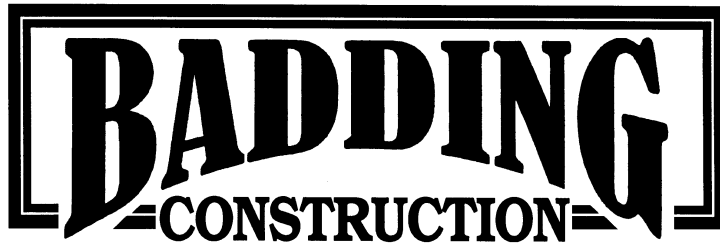




Approximate location  
of new ladder

Ladder 1

Ladder 2



October 4, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
Gym Storage 143 & Natatorium 101 Painting Changes

Brad,

Please find listed below and attached the credit for Gym Storage 143 & Natatorium 101 painting changes.

Gym Storage 143 shall delete painting of all walls and ceilings within Gym Storage 143 except doors and frames.

Natatorium 101 shall add painting of masonry at the north wall.

Total Credit: \$ 1,228.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

<b>Project :</b> <b>Carroll Recreation Center</b> <b>Building Improvements Project 2021</b>	<b>Reference: Gym Storage 143 &amp;</b> <b>Natorium 101 Painting Changes</b>
<b>Contractor: Badding Construction Company</b> <b>Carroll, Iowa</b>	<b>Date: 10/4/2023</b>

1.)	Labor	\$0.00	
2.)	Materials	\$0.00	
3.)	Equipment	\$0.00	
4.)	Subtotal (lines 1 thru 3)		\$0.00
5.)	Overhead & Profit (0.0% of line 4)		\$0.00
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a. K & D Painting - Gym Storage 143	(\$3,750.00)	
	b. K & D Painting - Natatorium 101	\$2,534.13	
	c.	\$0.00	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		(\$1,215.87)
9.)	Contractor's OH & P on Subcontractor's Work (0% of line 8)		\$0.00
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		(\$1,215.87)
11.)	Insurance & Performance Bond @ 0.10%		(\$12.16)
12.)	Total Cost (lines 10 & 11)		(\$1,228.00)
13.)	Adjustment in Contract Time (calendar days):		0 days

# K&D PAINTING

# RFI

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 10/04/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

---

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

**Rm 143 Option 1**

**Deduct a sum of: -\$2,870.00**

---

**Rm 143 Option 2**

**Deduct a sum of: -\$3,750.00**

*Craig Luchtel*

---

Craig Luchtel

President

Page 185

---

Accepted by

# K&D PAINTING

# PR

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 09/27/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

---

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

1. Add Epoxy to existing CMU in Rm 101
2. Clean and sand existing walls
3. Prime with one coat Extreme Bond Primer
4. Finish with two coats of Pro Industrial WB Epoxy

Labor:	\$1,425.00
Material:	\$778.59
15% Mark-Up:	\$330.54

---

**Add a sum of: \$2,534.13**

*Craig Luchtel*

---

Craig Luchtel

President

Accepted by

# 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 A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** October 18, 2023  
**SUBJECT:** Set Public Hearing Date for FY 2023/2024 Budget Amendment #1

The budget is a document required by the State of Iowa to ensure proper use of public monies. A budget is prepared well in advance of the actual operations. Many things/projects can occur between the time a budget is adopted and the end of that operating year. The budget document is also the City's guide for tracking revenues and expenditures. State of Iowa prohibits spending more than what has been budgeted. Knowing the budget is a working document and events occur that were not originally planned in the budget, a budget amendment is often required to follow State of Iowa Code. Below is a listing of the items to be included in this first budget amendment for FY 2023/2024. All items were budgeted or re-estimated in FY 2023 and were not completed as of June 30, 2023 except the transfers of funds from LOST to C.P. Parks for the Golf Course Booster Pump Station Project and from C.P.-Corridor of Commerce to C.P.-Streets for the Adams Street Reconstruction Project.

- 1) **Police** – a patrol car purchase has been approved but the car has not been received.
- 2) **Fire** – A bid for flooring replacement at the Fire Station has been approved. The project changed; however, funding was included in the FY 23 budget.
- 3) **Airport** – The Airport Commission plans to purchase a runway debris cleaner.
- 4) **Library** – Roof repairs to the Library building were completed near the end of the fiscal year but were not billed until FY 24.
- 5) **Park improvements** – A few Parks Department improvement items to be included in the budget amendment are carryover funding for the final payment for the ash tree removal contract and replacement of equipment including mowers and grapple bucket for the skid loader.
- 6) **Golf Course** – Pickup and mower replacement
- 7) **Rec Center** – Copier replacement
- 8) **Aquatic Center** – Replace umbrellas that were damaged in a wind storm and replace the pool lift
- 9) **Cemetery** – Mini excavator and UTV purchases

10) **Community & Economic Development** – work with Region XII to review the City’s Subdivision Ordinance

11) **General Government** – Upgrade the City’s financial software

12) **Others** - Other non-general fund items include funding for improvements at the Rec Center Theater, bandshell repairs, medium duty truck for the Streets Division, cemetery wall repair, capital projects including the Adams Street Reconstruction, Golf Course Booster Pump Station, Merchants Park Improvements, Rec Center Building Improvements and Street Maintenance Facility and transfers from LOST to C.P. Parks for the Golf Course Booster Pump Station Project and from C.P. Corridor of Commerce to C.P. Streets for the Adams Street Reconstruction Project.

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

**RECOMMENDATION:** Council motion setting Monday, November 13, 2023 as the date for a public hearing for the F.Y. 2023/2024 Budget Amendment #1.



## BUDGET AMENDMENT #1 FY 23/24

### GENERAL FUND AMENDMENTS

Patrol Car	(48,025)
Fire Station Flooring	(8,300)
Airport Debris Cleaner	(7,100)
Library Roof Repairs	(8,820)
Emerald Ash Borer Contract	(24,654)
Parks 72" mower	(21,400)
Parks mower	(29,500)
Parks mower with cab & blower	(38,200)
Parks - grapple bucket for skid loader	(3,500)
Golf Course pickup	(55,235)
Golf Course 100" mower	(40,000)
Rec Center copier	(15,000)
Aquatic Center umbrellas	(17,400)
Aquatic Center pool lift	(5,000)
Cemetery mini excavator	(70,000)
Cemetery UTV	(27,900)
Subdivision Ordinance Review	(2,000)
INCODE Upgrade	(43,320)
<b>7/1/2023 General Fund Balance</b>	<b>\$ 4,315,098</b>
Estimated Revenues	8,014,851
Estimated Expenses	8,652,665
<b>6/30/2023 Projected Balance</b>	<b><u>\$ 3,677,284</u></b>

**Note:** The above budget amendment includes expenses for items of projects that were budgeted in FY 2023 and have been or are expected to be completed in current FY 2024.

### **HOTEL/MOTEL TAX FUND**

Theater improvements	(25,000)
Bandshell improvements	(30,000)

### **FEDERAL GRANTS SR FUND**

Housing Incentives	(10,000)
--------------------	----------

### **ROAD USE TAX FUND**

Medium duty truck	(182,050)
-------------------	-----------

### **LOCAL OPTION SALES TAX FUND**

Cemetery wall repair	(20,000)
Rec Center-Activities/Craft Rooms Updates	(60,000)
Transfer to C.P. Parks & Rec	(110,000)

### **C.P. STREETS**

Transfer from C.P. Corridor of Commerce	1,170,726
Adams Street Reconstruction - 22	(1,700,000)

### **C.P. - CORRIDOR OF COMMERCE**

Transfer to C.P. Streets	(1,170,726)
--------------------------	-------------

### **C.P. - PARKS & RECREATION**

Golf Course Booster Pump Station	(170,250)
Merchants Park Improvements	(460,900)
Transfer from LOST Fund	110,000

### **C.P. - REC CENTER BUILDING FUND**

GO Bonds	700,000
Rec Centers Building Improvement Project	(2,098,500)

### **C.P. - STREET MAINT BLDG**

Street Maintenance Bldg	(246,500)
-------------------------	-----------

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of CARROLL  
Fiscal Year July 1, 2023 - June 30, 2024

The City of CARROLL will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

**Meeting Date/Time:** 11/13/2023 05:15 PM

**Contact:** Laura Schaefer

**Phone:** (712) 792-1000

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

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	6,144,192	0	6,144,192
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	6,144,192	0	6,144,192
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,191,478	0	1,191,478
Other City Taxes	6	2,421,860	0	2,421,860
Licenses & Permits	7	75,450	0	75,450
Use of Money & Property	8	220,325	0	220,325
Intergovernmental	9	3,175,426	0	3,175,426
Charges for Service	10	5,834,230	0	5,834,230
Special Assessments	11	0	0	0
Miscellaneous	12	425,800	0	425,800
Other Financing Sources	13	0	700,000	700,000
Transfers In	14	6,230,877	1,280,726	7,511,603
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>25,719,638</b>	<b>1,980,726</b>	<b>27,700,364</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	2,705,994	56,325	2,762,319
Public Works	17	2,842,742	189,150	3,031,892
Health and Social Services	18	87,240	0	87,240
Culture and Recreation	19	3,851,763	491,609	4,343,372
Community and Economic Development	20	605,462	12,000	617,462
General Government	21	1,332,771	43,320	1,376,091
Debt Service	22	1,703,840	0	1,703,840
Capital Projects	23	5,969,924	4,676,150	10,646,074
Total Government Activities Expenditures	24	19,099,736	5,468,554	24,568,290
Business Type/Enterprise	25	5,991,427	0	5,991,427
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>25,091,163</b>	<b>5,468,554</b>	<b>30,559,717</b>
Transfers Out	27	6,230,877	1,280,726	7,511,603
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>31,322,040</b>	<b>6,749,280</b>	<b>38,071,320</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-5,602,402</b>	<b>-4,768,554</b>	<b>-10,370,956</b>
Beginning Fund Balance July 1, 2023	30	26,008,025	5,009,801	31,017,826
<b>Ending Fund Balance June 30, 2024</b>	<b>31</b>	<b>20,405,623</b>	<b>241,247</b>	<b>20,646,870</b>

**Explanation of Changes:** Revenue increase for debt issuance for the Rec Center Building Improvement Project. Expense increase for various carryover projects/purchases including police patrol car, fire station flooring replacement, Library roof repair, mowers, pickups, mini excavator, UTV, software upgrades, Adams Street Reconstruction Project, Golf Course Booster Pump Station and Recreation Center Building Project

## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, October 9, 2023, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Randy Krauel, city engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting

#### MINUTES

The minutes from the previous meeting were reviewed by the Commission. A motion by Comm. Fulton and seconded by Comm. Vincent was made to approve the minutes. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5-0.

#### LED LIGHTING PROJECT

Comm. Siemann reported on the expenses that were paid and the total cost of the project along with the grants that will be available. Total cost of the project \$ 1,204,347.00. FAA grants \$ 1,083,912.30.

#### HAIL DAMAGE

Mr. Krauel met with the insurance adjuster and reported that all the steel roofs will be replaced. Since all the city properties are under one insurance policy the City should be in charge of the repairs. Mr. Krauel suggested to wait until spring to replace the steel.

#### TOPICS DISCUSSED:

Comm. Vincent reported 60 bushels per acre in beans.

The DOT will be inspecting the runway.

The tower being erected north of Arcadia will not interfere with airport traffic.

Fixing the dip in the runway.

BILLS

The following were presented to the Carroll Airport Commission for approval:

Carroll Aviation	contract	\$ 7,085.00
Rueter's	tractor repair	162.00
NAPA Auto Parts	dump truck repair	42.99
Carroll Hydraulics	snow plow repair	216.93
Nutrien Ag Solutions	grass fertilizer	1,320.00
Syntech Systems	software update/fuel	412.40
Raccoon Valley Elec	Sept electric service	1,043.23
ADB Safegate	LED bulbs/runway	123.56
Ecowater	cooler rent/water	144.13
Carroll Refuse	Sept,ber garbage	65.55
Terracon Consultants	LED Lighting Project	462.50
McClure Engineering	Sept LED Lighting PGT	5,117.50
Carol Scheoppner	secretary contract	350.00

A motion by Comm. Siemann and seconded by Comm. Fulton was made to approve the bills as presented to the Carroll Airport Commission. All present voted aye. Nays: None Abstain: None. Absent: None. Motion carried 5-0.

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Vincent was made to adjours at 6:17 P.M. All present voted aye. Nays: None. Absent: None, Abstain: None. Motion carried 5-0.

The next regular Meeting of the Carroll Airport Commission will be November 13, 2023.

---

Chairman/Vice-Chairman

ATTEST:

---

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, November 13, 2023

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve previous meeting minutes

LED Lighting Project

Farm Report

Re-estimate 2023/2024 Budget

2024/2025 Budget

New Business

Approve monthly bills

# CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

October 10, 2023  
Unofficial Minutes

1. The meeting was called to order at 6:31 a.m. at the Recycling Center by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Harvey Dales, City of Manning; Mark Beardmore, Mayor of Carroll; Scott Johnson, Board of Supervisor; Dan Snyder, Mayor of Breda; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Wittry requested to add preventative maintenance of baler to the agenda. Beardmore moved and Dales seconded to approve the amended agenda. Motion carried, all voting aye.
3. Snyder moved and Dales seconded to approve the minutes of the September 12, 2023, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Beardmore seconded to approve the bills as presented. Motion carried, all voting aye.
5. Toms presented the financial report, review of set aside accounts and market prices. Beardmore moved and Snyder seconded to put landfill expansion funds from the 1<sup>st</sup> quarter of FY 24 into one 12-month CD (\$195,407) at 4.86% and one 24-month CD (\$195,407) at 5.5%. Motion carried, all voting aye. Dales moved and Johnson seconded to approve the reports as presented. Motion carried, all voting aye.
6. Nate Minkel, Bowman & Miller, P.C. presented the FY 23 audit by phone. The next step is to complete the adjusting entries and the accrual to cash report. No action taken.
7. Dales moved and Johnson seconded to approve the sale of a Clark Forklift for \$15,500. Motion carried all voting aye.
8. Beardmore moved and Snyder seconded to approve the sale of the 1995 John Deere scraper to the highest bidder on the Purple Wave live auction. Motion carried, all voting aye.
9. Dales moved and Johnson seconded to approve the 3-year service warranty with Geologic Computer Systems for the GPS system. Motion carried, all voting aye.
10. Grant funding through the Solid Waste Infrastructure for Recycling (SWIFR) is available through FY 26 for recycling infrastructure, composting and industrial uses. A total \$275,000,000 has been dedicated to this competitive grant program throughout the 5 fiscal years with applications accepted annually. The Commission completed a single stream recycling feasibility study in November 2017 and decided at that time to continue with the dual stream recycling program. Changes in equipment, advances in technology and contamination rates have changed since the time of the study. Johnson moved and Snyder seconded to request a quote from Foth Infrastructure & Environment to update the study with current information. Motion carried, all voting aye.
11. Wittry updated the Board on progress of the landfill gas feasibility study and the pre-proposal for funding through the EMS program. The grant is due on November 1, 2023, and consensus of the Board was to submit a grant application for partial funding of the study. Dales moved and Snyder seconded to approve the EMS policy, core team, and fence line as presented. Motion carried, all voting aye.
12. The concrete and brick from the sale barn site will arrive after the asbestos abatement has been completed. The concrete will be hauled to the Commission's site and ground for use as rock. The landfill permit renewal was submitted to the Iowa Department of Natural Resources for review and comment. All landfill permits are renewable for 5 years.

13. A quote for preventative maintenance on the baler was discussed and staff will move forward with getting the preventative maintenance completed. Next meeting date is Tuesday, November 8, 2023, at 6:30 a.m. at the recycling center.
14. Dales moved and Beardmore seconded to adjourn the meeting at 8:21 a.m. Motion carried.

Respectfully submitted,

Mary Wittry

# CARROLL PUBLIC LIBRARY

## Monthly Activity Report



Month/ Year: September 2023

Program Attendance		Monthly Statistics	
Storytime	131	Total Print Circulation	7,209
Grab and Go Crafts	250	BRIDGES Circulation	1,684
Coloring pages	300	Public Computer Use	263
Book Visits	209	Wi-Fi Use	577
Preschool drop-offs	4	Website Use	4,550
Teddy Bear Sleepover	12	Daily Times Herald Archives Views	3,313
Teddy Bear Pick-up	5	Breda & Glidden News Views	1,201
Maker's Day: Lego Mania	40	Consumer Reports	41
Puzzles (6 finished)	36	Global Road Warrior	0
Book Drops - Seniors	10	Learning Express	2
Crafty Library Ladies	61	Freegal	651
NAMI Support Groups	32	Transparent Language	45
Murder Mystery	20	LinkedIn Learning	32
Brown Bag Book Club	11	Brainfuse	7
Trivia	11	Novelist	0
Evening Book Club	8	Auto Repair Source	1
Alzheimer's Support Group	8	Niche Academy	7
Tech Friday	0	ABC Mouse	0
Rebel Readers	10		
GSA Club	19	Total Resources Used	19,583
Tween: Nail Polish Art	6		
Tween: Galaxy Art	13	Band Day Parade	
D&D	7	State of Iowa Library Learning Circuit	
Read-a-loud Stories	110		
Movie Night	7		
Meet and Greet - Kersten	20		
Bingo	3		
Haunted Bison Hollow	202	New Library Cards Issued	26
Swan Lake Story Walk	202		
Curbside Pickup	9		
Meeting Room Use	28	Members Saved	\$104,580.91
Study Room Use	116	Members Saved 2023	\$1,026,014.70
Makers Space/Craft Room Use	23	Members Saved FY23 to date	\$363,900.38
Total Program Attendance	1,923		
Montly Door Count	3,657		

### Special Activities/Accomplishments:

Increased use of Makers Space and Children's Craft Room for larger groups and events.



## Library Board Minutes

October 16, 2023

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

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

Minutes Approval: It was moved by Perkins to approve the September minutes and seconded by Cook. All voted aye. Nays: none. Abstain: none. Absent: Schmidt and Hircock. Motion passed 7-0

Correspondence: none

Reviewed the financials and bills. Auen motioned to approve the bills with a second from Von Qualen. All voted aye. Nays: none. Abstain: none. Absent: Schmidt and Hircock. Motion passed 7-0.

Public Comment: none

Hircock arrived at 5:35pm.

Director's report: Highlights of the directors' report met with Carroll Middle School to work on having joint programs, Donna Evans is retiring, last day October 27<sup>th</sup>, program attendance is up and lots of programs planned for November.

Old Business: none

New Business:

\*Western Iowa Networks- Notice of Copyright Infringement – illegal downloading of movies occurred on the libraries public Wi-Fi. In order to prevent further issues, the library will have a password for the Wi-Fi, and it was discussed to register the library director as the DMCA Designated Agent at a cost of \$6.00 for 3 years. Hogue motioned to register the library director as the DMCA Designated Agent and to monitor the use of the library's Wi-Fi network as it is set up now. Hircock seconded the motion. All voted aye. Nays: none. Abstain: none. Absent: Schmidt. Motion passed 8-0.

\*Pre-budget discussion – copiers: reviewed status of copiers and options

\*Adult Service Librarian- set pay rate: Hircock motioned to offer the adult services librarian a starting wage of \$17.93(76%) with the Library Director being able to negotiate as needed up to \$18.87(80%) an hour. Parrish seconded the motion. All voted aye. Nays: none. Abstain: none. Absent: Schmidt. Motion passed 8-0.

\*Creekside Cabinets & Interiors: discussed bench seating and bookshelves being designed for the library, once have final plans will present.

Policy Review:

\*Bulletin Board Policy: no changes, no action needed

Von Qualen left 6:27pm

\*Safe Child Policy: It was motioned by Auen and seconded by Hircock to approve the recommended changes to the safe child policy. All voted aye. Nays: none. Abstain: none. Absent: Schmidt and Von Qualen. Motion passed 7-0.

Trustee Education:

\*Boardroom Series: Intersections Part 2: Budgets- zoom class available to watch at 6pm on 10/26

Agenda Items for Next Meeting: nothing to add currently.

Adjourn: Auen motioned to adjourn at 6:31pm with a second by Cook. All voted aye. Nays: none. Abstain: none.  
Absent: Schmidt and Von Qualen. Motion passed 7-0.

**Next Regular meeting- November 20, 2023, at Carroll Public Library: Community Meeting  
Room—118 E. 5<sup>th</sup> St, Carroll, IA 51401**

If you can't be present at the meeting, please contact Wendy Johnson at 792-3432  
or e-mail [wjohnson@carroll-library.org](mailto:wjohnson@carroll-library.org).

---

Summer Parrott – President

Brenda Hogue -Recording Secretary

**Personnel:** Donna Evans will be retiring this month. Her retirement open house is being held from 10 am -12 pm on her last day, Friday, October 27. Please stop in and wish her a happy retirement! Parveen and I conducted three interviews from the four applications that we received for this position. I am hoping to be able to offer the position to one of the applicants after this library board meeting when we can set the rate of pay.

**Circulation/Resource Use Notes:** Program attendance is up this year compared to last year, with more outreach and programs being offered. We are focusing on increasing our adult programs this fall/winter as well as developing partnerships with ongoing programs.

Melissa met with a group of teachers at Carroll Middle School about the online resources that we offer. We are hoping to see an increase in resource use as the teachers look through what we have to offer.

**Future Programs:** November programs

Wednesday, November 1 – Family Game Night

Thursday, November 2 – Brown Bag Book Discussion

Saturday, November 4 – Tim Read Author Visit (Sponsored by Carroll Rotary Group)

Monday, November 6 – National Novel Writing Month Write-In

Wednesday, November 8 – Bingo

Wednesday, November 8 – Puzzle Competition

Saturday, November 11 – Holiday Cookie Swap

Monday, November 13 – Makers Day: Holidays Around the World

Monday, November 13 - National Novel Writing Month Write-In

Monday, November 13- Hear Iowa Veterans Stories in Their Own Words (Humanities Iowa program)

Tuesday, November 14 – Trivia Night

Friday, November 17 – Read, Play, Grow

Saturday, November 18 – Reindeer Camp program

Monday, November 20 - National Novel Writing Month Write-In

Tuesday, November 21 – Evening Book Club

Thursday, November 23 – CLOSED for Thanksgiving

Friday, November 24 – CLOSED for Thanksgiving

Monday, November 27 - National Novel Writing Month Write-In

**Community News/Events:** The Carroll Public Library was well represented at Band Day this year. Dr. Whoot rode in a yellow convertible with the CPL logo on each side and waved to everyone. Donna Evans (adult services librarian), Parveen Karim (assistant director), Kersten Postel (children's services librarian), my daughter Veronica Johnson, and I all walked and handed out candy, pens, pencils, and post-it notes to the crowd. For next year, it might be a good idea to have more of the librarians ride in the parade instead of walking. We also had some issues with the library carts we chose to push in the parade, and I think it would be much better if we did not have those to worry about next year.

The Haunted Bison Hollow event at Swan Lake was the same day as Band Day (Saturday, September 30), so the program specialist Melissa Villy and I went to that event. We handed out pencils, bookmarks, October program guides, and candy at this trick-or-treat event. We also sponsored a Story Walk® during this event. We had 202 participants stop at our booth and walk along the path with the Story Walk® during the event, with more than 500 people attending the event overall.

**State Library of Iowa Information:** The second installment of the Boardroom Series: Intersections will be Thursday, October 26 at 6 pm on Zoom. If you would like to attend this session, please use the link I emailed with the board packet to get signed up. If this date/time does not work for you, or if you missed the first Intersections meeting and you would like the opportunity to watch it, you can also find these on the State Library of Iowa's YouTube channel.

The large meeting room was utilized by the State Library of Iowa for a learning circuit on September 28 that both Melissa Villy and I were able to attend. There were 35 in attendance, including our state library consultant and technical advisor as well as librarians from the northwest, southwest, and central districts.

**Facilities:** I met with Tony Badding from Badding Construction along with Andy from Carroll Glass about the glass by the offices breaking. They didn't see any obvious culprits, and are hoping that we just had two strange, isolated instances. There is not a big temperature difference inside the library, if it was a fault in the glass, it should have happened much sooner, and there is no obvious sagging or bowing in the window area. If something like this were to happen again, they would recommend taking out the glass and looking at a different solution in that area.

Andy Snyder from the City of Carroll was able to clear a couple things off our library to-do list. He asked a couple officers from the police department to help move some of the library furniture around, putting the blue set at the top of the social stairs and bringing down some of the smaller furniture sets. The staff and I greatly appreciated their help! While he was here, Andy was also able to restore the pressure for the hot water in the Makers Space and the staff break room. He was able to come back and hang a whiteboard for us in the staff work area, install a door stop on the Makerspace door and adjust the automatic door on the children's craft room to allow us to prop those doors open, and change the furnace filters. After some discussion about the lighting above the circulation desks, Andy suggested we pick out a different type of light fixture for him to install since we haven't had good luck with the lights that are there now. Andy suggested some can lights since they should provide adequate lighting, are easy to install, and are readily available. He is going to install one of the can lights to see how it looks and if that would be acceptable above both circulation desks.

Options Ink was able to order and get in the hallway signs to indicate the restrooms, meeting room, and mother's room. I did not include installation in the bid for those signs as I was hoping Andy Snyder would be able to install those for us. I will be touching base with Carly Loneman from Options Ink about the other signs we were hoping to get for the library to see where she is on that project.

I met with Tyler Eisenbacher from Creekside Customs Cabinets & Interiors to get a quote for some additional shelving in the library. He provided a quote for a small bench seat in the children's section which would have shelves for the board books, two floating shelves in the children's craft room for displaying the cookie jars, and a bookshelf next to the social stairs for games and puzzles.