



## City Council Meeting

Monday, November 13, 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 23, 2023 Meeting**

**b. Approval of Bills and Claims**

**c. Licenses and Permits:**

- New Special 5-day Class "C" Retail Alcohol License with Outdoor Service (November 24, 2023, Black Friday Event at Katy Lynn Boutique) - *Lucky Wife Wine Slushies*
- New Class "B" Retail Alcohol License - *Kimmes Carroll Country Store #2*

**d. 2023 Municipal Golf Course Booster Pump Station Project**

- Construction Materials Inspection and Testing Proposal

Also see item 7.a - [June 27, 2022](#) - Professional Services Agreement - JEO Consulting Group Inc. - Golf Course Well Improvements Project  
and item 7.a - [December 12, 2022](#) - 2022 Golf Course Pump House Project

and item 7.a - [March 13, 2023](#) - 2022 Golf Course Well Improvements Project - Resolution and Professional Services Agreement with JEO Consulting Group, Inc.

and item 6.d - [September 25, 2023](#) - 2023 Municipal Golf Course Booster Pump Station Project - Public Hearing and Adopting Plans, Specifications, Form of Contract and Estimated Cost

and item 7.a - [October 9, 2023](#) - 2023 Municipal Golf Course Booster Pump Station Project - Award of Construction Contract

**e. Merchants Park Lease - Carroll Merchants Baseball - 2024**

**f. Bid Opening Report - Parks Tractor and Bucket**

**g. Annual Urban Renewal Report for Fiscal Year 2022 - 2023**

**h. State Annual Financial Report for Fiscal Year 2022 - 2023**

**i. City Street Finance Report for Fiscal Year 2022 - 2023**

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

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

**5. Ordinances**

**a. 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 - 2nd Reading
- Resolution Authorizing or Confirming Advancement of Costs for Urban Renewal Projects and Authorizing Certification of Expenses Incurred by the City for Payment Under Iowa Code Section 403.19

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

and item 6.a - [October 23, 2023](#) – Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement - Public Hearing and Adopting the Urban Renewal Plan

**6. Resolutions**

**a. Region XII COG, Inc. Home Construction & Rehabilitation Agreement**

Also see item 8.c – [June 26, 2023](#) – Housing Discussion - Region XII COG, Inc. - Home Construction Agreement

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

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

and item 9.c – [September 11, 2023](#) – Region XII COG, Inc. - Home Construction Agreement Amendment

**b. FY 2023/2024 Budget Amendment #1**

- Public Hearing
- Resolution Amending the Current Budget for Fiscal Year Ending June 30, 2024

Also see [FY 2023/2024 Budget Proposal](#)

and item 7.d – [October 23, 2023](#) – Set Public Hearing Date for FY 2023/2024 Budget Amendment #1

**c. Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan and related development agreements**

- Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

**d. U.S. 30 W Sanitary Sewer & Watermain Extension - 2024**

- Professional Services Agreement

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

- Annual Tax Increment Finance Appropriations for FY 2025

**f. BTC, Inc. (Western Iowa Networks)**

- Annual Tax Increment Finance Appropriations Resolution for FY 2025

**g. Seatbelt Policy**

**7. Reports**

**a. Wastewater Treatment Plant - Digester Evaluation**

Also see item 7.c – [April 25, 2022](#) – Wastewater Treatment Plant–Anaerobic Digester Evaluation - Resolution Approving the Engineering Agreement with Veenstra and Kim, Inc.

**b. West Golfview Subdivision - Paving Section Selection**

Also see item 8.c – [June 26, 2023](#) – Housing Discussion – JEO Design-Golf Course Site and Region XII COG, Inc.-Home Construction Agreement

and item 6.a – [July 10, 2023](#) – N. West Street – Golf Course Property Development – Professional Services Agreement

**c. U.S. 30 Traffic Signal Removal Study - Adams Street, Court Street**

**d. Police Vehicle Purchase**

**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:

\* 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

**[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.*

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| Agenda published on 11/09/2023 at 3:11 PM

COUNCIL MEETING

OCTOBER 23, 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.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Boes, to approve the following items on the consent agenda: a) minutes of the October 9, 2023 Council meeting, as written; b) bills and claims in the amount of \$658,418.76; c) the following licenses and permits: Renewal of Class “C” Retail Alcohol License with Outdoor Service – *Rancho Grande*, and New 5-day Special Class “C” Retail Alcohol License (Jingle & Mingle Event at Carroll Design & Salvage on November 9, 2023) – *Lucky Wife Wine Slushies*; and d) Resolution No. 23-85, Merchants Park Lease Between the City of Carroll and The Carroll Community School District for the 2024 baseball season, Resolution 23-86, Merchants Park Lease Between the City of Carroll and Kuemper Catholic School System for the 2024 baseball season, Resolution 23-87, Farm Lease Between the City of Carroll and the Carroll Area FFA Chapter (Carroll Community High School), Resolution 23-88, The Youth Sports Complex – Field 7 Lease Between the City of Carroll and the Kuemper Catholic School System for the 2024 softball season, and Resolution No. 23-89, the Carroll Merchants Park Concession Stand Lease Between the City of Carroll and the Kuemper Catholic School System. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

\* \* \* \* \*

At 5:18 p.m. Mayor Beardmore opened a public hearing on the proposed Rolling Hills South Condominiums Second Urban Renewal Plan. Mayor Beardmore closed said public hearing at 5:20 p.m.

It was moved by Siemann, seconded by Bordenaro, to approve Resolution No. 23-90, 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. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Dirkx, seconded by Bordenaro, to approve the first reading an Ordinance for the Division of Revenues under Iowa Code Section 403.19 for the Rolling Hills South Condominiums Second Urban Renewal Plan. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

At 5:22 p.m. Mayor Beardmore opened a public hearing on the proposal to enter into a Development Agreement with 704 Development Corp. Mayor Beardmore closed said public hearing at 5:24 p.m.

It was moved by Dirkx, seconded by Bordenaro, to approve Resolution No. 23-91, Authorizing Execution of a Development Agreement By and Between the City of Carroll and 704 Development Corp. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Dirkx, seconded by Bordenaro, to approve 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. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bauer, seconded by Schreck, to approve the purchase of a pressure washer from Hotsy Cleaning Systems, Inc. at a cost of \$23,507.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Siemann, to approve Change Order No. 7 in the amount of \$5,523.00 for the Carroll Recreation Center Improvements Project – 2021. The effect of the proposed Change Order No. 7 on the project is as follows:

Original Contract	\$6,265,300.00
Approved Change Orders 1 – 6	223,026.00

Proposed Change Order No. 7                    5,523.00

Contract with Change Orders                    \$6,493,849.00

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

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It was moved by Bordenaro, seconded by Boes, to set Monday, November 13, 2023, as the date for a public hearing on the FY 2023/2024 Budget Amendment #1. On roll call, all present voted aye. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 5:39 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Mark E. Beardmore, Mayor

ATTEST:

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

PAID ITEMS DATES	: 10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
PARTIALLY ITEMS DATES:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES	:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL CHEMICALS	561.48	0.00	000000	0/00/00	561.48
01-001704	ACCO	WINTER PLUG WITH 2" O-RING	460.14	0.00	000000	0/00/00	460.14
		** TOTALS **	1,021.62	0.00			1,021.62
01-001621	ACE HARDWARE	SUPPLIES	2.99	0.00	000000	0/00/00	2.99
01-001621	ACE HARDWARE	SUPPLIES	35.97	0.00	000000	0/00/00	35.97
01-001621	ACE HARDWARE	SUPPLIES	14.99	0.00	000000	0/00/00	14.99
01-001621	ACE HARDWARE	SCREWS	16.99	0.00	000000	0/00/00	16.99
01-001621	ACE HARDWARE	PAINT	73.94	0.00	000000	0/00/00	73.94
01-001621	ACE HARDWARE	PAINT	42.99	0.00	000000	0/00/00	42.99
01-001621	ACE HARDWARE	PAINT	48.96	0.00	000000	0/00/00	48.96
01-001621	ACE HARDWARE	PAINT	42.99	0.00	000000	0/00/00	42.99
01-001621	ACE HARDWARE	SUPPLIES	12.75	0.00	000000	0/00/00	12.75
01-001621	ACE HARDWARE	REPAIR PARTS	119.98	0.00	000000	0/00/00	119.98
01-001621	ACE HARDWARE	POOL AREA REPAIRS	29.98	0.00	000000	0/00/00	29.98
01-001621	ACE HARDWARE	DIVING BOARD PARTS	29.90	0.00	000000	0/00/00	29.90
01-001621	ACE HARDWARE	DIVING BOARD REPAIRS	6.49	0.00	000000	0/00/00	6.49
01-001621	ACE HARDWARE	SUPPLIES	14.97	0.00	000000	0/00/00	14.97
01-001621	ACE HARDWARE	CLEANING SUPPLIES	36.94	0.00	000000	0/00/00	36.94
01-001621	ACE HARDWARE	SUPPLIES	36.45	0.00	000000	0/00/00	36.45
01-001621	ACE HARDWARE	SUPPLIES	49.97	0.00	000000	0/00/00	49.97
		** TOTALS **	617.25	0.00			617.25
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGES	139.85	0.00	000000	0/00/00	139.85
		** TOTALS **	139.85	0.00			139.85
01-001910	AHLERS & COONEY P.C.	MISC LEGAL MATTERS	108.00	0.00	000000	0/00/00	108.00
01-001910	AHLERS & COONEY P.C.	MISC UR MATTERS	165.00	0.00	000000	0/00/00	165.00
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS S 2ND URP	318.00	0.00	000000	0/00/00	318.00
01-001910	AHLERS & COONEY P.C.	704 DEV. CORP (2023) DA	79.50	0.00	000000	0/00/00	79.50
		** TOTALS **	670.50	0.00			670.50
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	8,339.53	8,339.53-	128511	11/08/23	0.00
		** TOTALS **	8,339.53	8,339.53-			0.00
01-029040	ANTHONY A. VONNAHME	CLEANER	302.16	0.00	000000	0/00/00	302.16
		** TOTALS **	302.16	0.00			302.16
01-002370	ARNOLD MOTOR SUPPLY	SHOCKS FOR #53	137.98	0.00	000000	0/00/00	137.98
01-002370	ARNOLD MOTOR SUPPLY	#28 BATTERIES	325.72	0.00	000000	0/00/00	325.72
01-002370	ARNOLD MOTOR SUPPLY	#28 FAN	75.99	0.00	000000	0/00/00	75.99
01-002370	ARNOLD MOTOR SUPPLY	AIR COMPRESSOR BATTERY	191.99	0.00	000000	0/00/00	191.99
		** TOTALS **	731.68	0.00			731.68



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=====PAYMENT DATES=====
PAID ITEMS DATES : 10/20/2023 THRU 11/09/2023
PARTIALLY ITEMS DATES: 10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023

=====POSTING DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001557	ATCO INTERNATIONAL	SUPPLIES	195.00	0.00	000000	0/00/00	195.00
		** TOTALS **	195.00	0.00			195.00
01-002805	BADDING CONSTRUCTION CO.	REC CENTER #14	396,739.00	0.00	000000	0/00/00	396,739.00
		** TOTALS **	396,739.00	0.00			396,739.00
01-000949	BOHLMANN INC.	BENCH - PICKLEBALL ASSN	2,235.00	0.00	000000	0/00/00	2,235.00
		** TOTALS **	2,235.00	0.00			2,235.00
01-003515	BOMGAARS	SUPPLIES	11.56	0.00	000000	0/00/00	11.56
01-003515	BOMGAARS	SPOTLIGHT	89.99	0.00	000000	0/00/00	89.99
01-003515	BOMGAARS	#28 - SPRAY PAINT	46.73	0.00	000000	0/00/00	46.73
01-003515	BOMGAARS	SUPPLIES	41.88	0.00	000000	0/00/00	41.88
01-003515	BOMGAARS	PRESSURE WASHER PARTS	45.45	0.00	000000	0/00/00	45.45
01-003515	BOMGAARS	SPRAYER REPAIRS	247.55	0.00	000000	0/00/00	247.55
01-003515	BOMGAARS	SUPPLIES	42.97	0.00	000000	0/00/00	42.97
01-003515	BOMGAARS	SUPPLIES	11.97	0.00	000000	0/00/00	11.97
01-003515	BOMGAARS	SUPPLIES	29.99	0.00	000000	0/00/00	29.99
01-003515	BOMGAARS	#29 - BRINE PUMP	154.99	0.00	000000	0/00/00	154.99
01-003515	BOMGAARS	SUPPLIES	121.93	0.00	000000	0/00/00	121.93
01-003515	BOMGAARS	PARTS FOR ENGINE 1	48.44	0.00	000000	0/00/00	48.44
01-003515	BOMGAARS	REPAIR PARTS	44.47	0.00	000000	0/00/00	44.47
01-003515	BOMGAARS	#33 REPAIR PARTS	14.98	0.00	000000	0/00/00	14.98
01-003515	BOMGAARS	TAPE	25.97	0.00	000000	0/00/00	25.97
		** TOTALS **	978.87	0.00			978.87
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,502.17	3,502.17-	128499	11/01/23	0.00
01-003661	BREDA TELEPHONE CORPORATI	1/2 FY 24 TIF REFUNDING	28,732.35	0.00	000000	0/00/00	28,732.35
		** TOTALS **	32,234.52	3,502.17-			28,732.35
01-003670	BRIGGS INC OF OMAHA	WATER COOLER	1,877.29	0.00	000000	0/00/00	1,877.29
01-003670	BRIGGS INC OF OMAHA	HVAC FILTERS	91.80	0.00	000000	0/00/00	91.80
01-003670	BRIGGS INC OF OMAHA	FLOOR DRAIN	45.64	0.00	000000	0/00/00	45.64
		** TOTALS **	2,014.73	0.00			2,014.73
01-003693	BRUNER & BRUNER	NUISANCE AND GENERAL WORK	883.00	0.00	000000	0/00/00	883.00
01-003693	BRUNER & BRUNER	7TH STREET/GENERAL WORK	486.00	0.00	000000	0/00/00	486.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	783.00	0.00	000000	0/00/00	783.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS	270.00	0.00	000000	0/00/00	270.00
		** TOTALS **	2,422.00	0.00			2,422.00
01-003791	CAPITAL ONE	SUPPLIES	6.82	6.82-	128504	11/06/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	29.98	29.98-	128504	11/06/23	0.00
01-003791	CAPITAL ONE	OFFICE SUPPLIES	25.69	25.69-	128504	11/06/23	0.00

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=====PAYMENT DATES=====
PAID ITEMS DATES : 10/20/2023 THRU 11/09/2023
PARTIALLY ITEMS DATES: 10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
=====POSTING DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003791	CAPITAL ONE	COMPUTER KEYBOARD	21.48	21.48-	128504	11/06/23	0.00
01-003791	CAPITAL ONE	BATTERIES AND CLEANER	24.50	24.50-	128504	11/06/23	0.00
01-003791	CAPITAL ONE	CLEANING SUPPLIES	5.72	5.72-	128504	11/06/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	6.82	6.82-	128504	11/06/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	2.84	2.84-	128504	11/06/23	0.00
		** TOTALS **	123.85	123.85-			0.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	123.49	0.00	000000	0/00/00	123.49
		** TOTALS **	123.49	0.00			123.49
01-004146	CARROLL CONTROL SYSTEMS	REPAIRS	12.50	0.00	000000	0/00/00	12.50
		** TOTALS **	12.50	0.00			12.50
01-004155	CARROLL COUNTY	GASOLINE	5,939.30	0.00	000000	0/00/00	5,939.30
		** TOTALS **	5,939.30	0.00			5,939.30
01-004165	CARROLL COUNTY ENGINEER	MAINT ST/RANDALL RD STM DRAIN	335.30	0.00	000000	0/00/00	335.30
		** TOTALS **	335.30	0.00			335.30
01-004170	CARROLL COUNTY RECORDER	RECORDING FEES	134.00	0.00	000000	0/00/00	134.00
		** TOTALS **	134.00	0.00			134.00
01-024005	CARROLL EYE CARE ASSOC.	SAFETY GLASSES - WEBER	146.75	0.00	000000	0/00/00	146.75
		** TOTALS **	146.75	0.00			146.75
01-002977	CARROLL REFUSE SERVICE	OCT. TRASH COLLECTIONS	14,247.37	14,247.37-	128503	11/06/23	0.00
		** TOTALS **	14,247.37	14,247.37-			0.00
01-004237	CARROLL VETERINARY CLINIC	DEC. DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-004375	CENTRAL STATES ROOFING	ROOF DRAIN REPAIRS	1,065.82	0.00	000000	0/00/00	1,065.82
		** TOTALS **	1,065.82	0.00			1,065.82
01-002998	CENTURYLINK	BACKUP PHONE LINE	160.14	160.14-	128472	10/25/23	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	70.27	70.27-	128473	10/25/23	0.00
		** TOTALS **	230.41	230.41-			0.00
01-001148	CERTIFIED TESTING SERVICE	REC CENTER TESTING	120.00	0.00	000000	0/00/00	120.00
		** TOTALS **	120.00	0.00			120.00
01-004137	CHAMBER OF COMMERCE	CARROLL CO. LEADERSHIP TIEMEYE	250.00	0.00	000000	0/00/00	250.00
		** TOTALS **	250.00	0.00			250.00

=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====  
 PAID ITEMS DATES : 10/20/2023 THRU 11/09/2023      10/20/2023 THRU 11/09/2023      10/20/2023 THRU 11/09/2023  
 PARTIALLY ITEMS DATES: 10/20/2023 THRU 11/09/2023      10/20/2023 THRU 11/09/2023      10/20/2023 THRU 11/09/2023  
 UNPAID ITEMS DATES :      10/20/2023 THRU 11/09/2023      10/20/2023 THRU 11/09/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003959	CHASE PAYMENTECH MERCHANT	CC PROCESSING FEES	1,071.11	1,071.11-	000000	11/06/23	0.00
		** TOTALS **	1,071.11	1,071.11-			0.00
01-004525	CITY OF CARROLL	DOWNTOWN RESTROOM WATER BILL	39.87	39.87-	128480	10/25/23	0.00
		** TOTALS **	39.87	39.87-			0.00
01-003633	CLEANING SOLUTIONS INC	CITY HALL & TILE CLEANING	2,380.00	0.00	000000	0/00/00	2,380.00
01-003633	CLEANING SOLUTIONS INC	OCT. PD CLEANING	624.00	0.00	000000	0/00/00	624.00
		** TOTALS **	3,004.00	0.00			3,004.00
01-004835	COMMERCIAL SAVINGS BANK	OCT. ACH PROCESSING FEES	126.48	126.48-	000000	10/31/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	15,056.16	15,056.16-	001666	11/02/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,612.56	15,612.56-	001666	11/02/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5,012.58	5,012.58-	001666	11/02/23	0.00
		** TOTALS **	35,807.78	35,807.78-			0.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUE	120.00	0.00	000000	0/00/00	120.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS RENEWAL	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	150.00	0.00			150.00
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER REPAIRS	185.25	0.00	000000	0/00/00	185.25
		** TOTALS **	185.25	0.00			185.25
01-005110	CULLIGAN SOFT WATER	WATER SOFTNER REPAIRS	316.45	0.00	000000	0/00/00	316.45
		** TOTALS **	316.45	0.00			316.45
01-002648	D/R ELECTRIC INC.	CONDUIT REPAIRS	1,302.56	0.00	000000	0/00/00	1,302.56
		** TOTALS **	1,302.56	0.00			1,302.56
01-000854	DEARBORN NATIONAL	NOV. LIFE INSURANCE PREMIUMS	331.33	331.33-	128469	10/25/23	0.00
		** TOTALS **	331.33	331.33-			0.00
01-003618	DIRECT MAILER	408 W 7TH ST REQUEST FOR BIDS	48.00	48.00-	128476	10/25/23	0.00
		** TOTALS **	48.00	48.00-			0.00
01-003008	DMBA PROPERTIES & CONSULT	1/2 FY 24 TIF REFUNDING	11,400.55	0.00	000000	0/00/00	11,400.55
		** TOTALS **	11,400.55	0.00			11,400.55
01-006270	DREES HEATING & PLUMBING	STORM DRAIN PIPE REPLACEMENT	4,975.00	0.00	000000	0/00/00	4,975.00
		** TOTALS **	4,975.00	0.00			4,975.00
01-006275	DREES OIL CO. INC.	#2 DIESEL FUEL	1,665.29	0.00	000000	0/00/00	1,665.29
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,272.88	0.00	000000	0/00/00	1,272.88
		** TOTALS **	2,938.17	0.00			2,938.17

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=====PAYMENT DATES=====
PAID ITEMS DATES : 10/20/2023 THRU 11/09/2023
PARTIALLY ITEMS DATES: 10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023

=====POSTING DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001075	E & F CUSTOM PUMPING INC.	LAGOON CLEANING	18,810.75	0.00	000000	0/00/00	18,810.75
		** TOTALS **	18,810.75	0.00			18,810.75
01-006725	EARL MAY STORE	SUPPLIES	99.50	0.00	000000	0/00/00	99.50
		** TOTALS **	99.50	0.00			99.50
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	19.19	19.19-	128481	10/25/23	0.00
01-012590	ECHO ELECTRIC SUPPLY	FUSES	135.13	135.13-	128481	10/25/23	0.00
01-012590	ECHO ELECTRIC SUPPLY	BALLAST FOR LIGHTS	20.10	20.10-	128502	11/01/23	0.00
01-012590	ECHO ELECTRIC SUPPLY	LIGHTS	53.26	53.26-	128502	11/01/23	0.00
01-012590	ECHO ELECTRIC SUPPLY	LIGHTS	8.85	8.85-	128502	11/01/23	0.00
01-012590	ECHO ELECTRIC SUPPLY	LIGHTS	50.21	50.21-	128502	11/01/23	0.00
01-012590	ECHO ELECTRIC SUPPLY	AIR COMPRESSOR PARTS	80.06	80.06-	128481	10/25/23	0.00
		** TOTALS **	366.80	366.80-			0.00
01-003971	EMPLOYEE BENEFIT SYSTEMS	NOV. HRA PARTICIPANT FEES	385.00	385.00-	000000	11/01/23	0.00
01-003971	EMPLOYEE BENEFIT SYSTEMS	HRA CHECKS	1,970.82	1,970.82-	000000	10/31/23	0.00
		** TOTALS **	2,355.82	2,355.82-			0.00
01-008027	FAREWAY STORES	DISTILLED WATER	241.92	0.00	000000	0/00/00	241.92
		** TOTALS **	241.92	0.00			241.92
01-008050	FASTENAL COMPANY	DIVING BOARD BOLTS	35.20	0.00	000000	0/00/00	35.20
01-008050	FASTENAL COMPANY	NUTS & BOLTS	83.33	0.00	000000	0/00/00	83.33
01-008050	FASTENAL COMPANY	MARKING PAINT FOR LOCATES	40.58	0.00	000000	0/00/00	40.58
		** TOTALS **	159.11	0.00			159.11
01-006860	FELD FIRE EQUIPMENT CO.	SUPPLIES	53.90	0.00	000000	0/00/00	53.90
01-006860	FELD FIRE EQUIPMENT CO.	SECURITY MONITORING ISSUE	62.50	0.00	000000	0/00/00	62.50
01-006860	FELD FIRE EQUIPMENT CO.	BUNKER GEAR REPAIRS	47.56	0.00	000000	0/00/00	47.56
		** TOTALS **	163.96	0.00			163.96
01-000633	FILTER CARE	FILTER CLEANING	159.25	0.00	000000	0/00/00	159.25
		** TOTALS **	159.25	0.00			159.25
01-003848	FIRST IMPRESSION	OCT. MALL RESTROOM CLEANING	300.00	0.00	000000	0/00/00	300.00
		** TOTALS **	300.00	0.00			300.00
01-001386	FORD W HALL COMPANY INC	FORD ALGAE SWEEP AUTO SYSTEMS	700.30	0.00	000000	0/00/00	700.30
01-001386	FORD W HALL COMPANY INC	FORD ALGAE SWEEP AUTO SYSTEM	706.98	0.00	000000	0/00/00	706.98
		** TOTALS **	1,407.28	0.00			1,407.28
01-004072	FORKLIFTS OF DES MOINES	FORKLIFT	33,695.00	0.00	000000	0/00/00	33,695.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES	: 10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	
PARTIALLY ITEMS DATES:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	
UNPAID ITEMS DATES	:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
		** TOTALS **	33,695.00	0.00		33,695.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,031.50	0.00	000000 0/00/00	1,031.50
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	904.50	0.00	000000 0/00/00	904.50
		** TOTALS **	1,936.00	0.00		1,936.00
01-003534	FUSEBOX MARKETING	NOV. WEB MAINTENANCE	255.00	0.00	000000 0/00/00	255.00
		** TOTALS **	255.00	0.00		255.00
01-009315	GALLS INC.	UNIFORM SHIRT KENNEBECK	63.36	0.00	000000 0/00/00	63.36
01-009315	GALLS INC.	TRAINING SUPPLIES	1,191.49	0.00	000000 0/00/00	1,191.49
		** TOTALS **	1,254.85	0.00		1,254.85
01-009500	GEHLING WELDING & REPAIR	#34 REPAIR PARTS	87.40	0.00	000000 0/00/00	87.40
01-009500	GEHLING WELDING & REPAIR	#28 BATTERY REPAIRS	117.30	0.00	000000 0/00/00	117.30
		** TOTALS **	204.70	0.00		204.70
01-009540	GENERAL TRAFFIC CONTROLS	SIGNAL REPAIRS	1,470.00	0.00	000000 0/00/00	1,470.00
		** TOTALS **	1,470.00	0.00		1,470.00
01-010040	GOVERNMENT FINANCE	GFOA MEMBERSHIP	190.00	0.00	000000 0/00/00	190.00
		** TOTALS **	190.00	0.00		190.00
01-000992	GUTE TREE SERVICE	ASH TREE & STUMP REMOVAL	2,400.00	0.00	000000 0/00/00	2,400.00
		** TOTALS **	2,400.00	0.00		2,400.00
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	401.78	0.00	000000 0/00/00	401.78
		** TOTALS **	401.78	0.00		401.78
01-010615	HALEY IMPLEMENT CO.	#31 REPAIRS PARTS	319.36	0.00	000000 0/00/00	319.36
		** TOTALS **	319.36	0.00		319.36
01-005635	HOLIDAY INN AIRPORT	IMFOA HOTEL	112.00	0.00	000000 0/00/00	112.00
		** TOTALS **	112.00	0.00		112.00
01-012540	IMWCA	WORKER COMP #5	10,421.00	0.00	000000 0/00/00	10,421.00
		** TOTALS **	10,421.00	0.00		10,421.00
01-012625	IOWA DEPT OF NATURAL RESO	2024 ANNUAL WATER USE FEE	115.00	0.00	000000 0/00/00	115.00
		** TOTALS **	115.00	0.00		115.00
01-003982	IOWA INFORMATION MEDIA GR	LEGAL PUBLICATIONS	854.80	0.00	000000 0/00/00	854.80
		** TOTALS **	854.80	0.00		854.80

=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES : 10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
PARTIALLY ITEMS DATES: 10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES :	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-012642	IOWA LAW ENFORCE ACADEMY	FIREARMS INSTRUCTOR RECERT.	175.00	0.00	000000	0/00/00	175.00
01-012642	IOWA LAW ENFORCE ACADEMY	FIREARMS INSTRUCTOR RECERT.	175.00	0.00	000000	0/00/00	175.00
		** TOTALS **	350.00	0.00			350.00
01-012666	IOWA ONE CALL	SEPT. 2023 LOCATES	139.70	0.00	000000	0/00/00	139.70
		** TOTALS **	139.70	0.00			139.70
01-012678	IOWA PRISON INDUSTRIES	STREET SIGNS	359.04	0.00	000000	0/00/00	359.04
		** TOTALS **	359.04	0.00			359.04
01-012690	IOWA RURAL WATER ASSN.	IRWA MEMBERSHIP 2024	455.00	0.00	000000	0/00/00	455.00
		** TOTALS **	455.00	0.00			455.00
01-002994	IOWA STATE POLICE ASSOCIA	MEMBERSHIP DUES	750.00	0.00	000000	0/00/00	750.00
		** TOTALS **	750.00	0.00			750.00
01-003849	JAMES HELLER	INTERVIEW/INTERROGATION TRNG	326.81	326.81-	128478	10/25/23	0.00
		** TOTALS **	326.81	326.81-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-003198	JEFF NICHOLS	CSTAG TRAINING	12.69	12.69-	128474	10/25/23	0.00
		** TOTALS **	12.69	12.69-			0.00
01-013917	JEO CONSULTING GROUP INC.	HSPS PUMP REPLACEMENT	12,065.20	0.00	000000	0/00/00	12,065.20
01-013917	JEO CONSULTING GROUP INC.	2022 WATERMAIN REPLACEMENT	340.00	0.00	000000	0/00/00	340.00
01-013917	JEO CONSULTING GROUP INC.	GC IRRIGATION BOOSTER STATION	1,446.00	0.00	000000	0/00/00	1,446.00
01-013917	JEO CONSULTING GROUP INC.	WEST ST./GC PROPERTY	203.50	0.00	000000	0/00/00	203.50
01-013917	JEO CONSULTING GROUP INC.	2022 STORMWATER IMPROVEMENTS	16,650.00	0.00	000000	0/00/00	16,650.00
		** TOTALS **	30,704.70	0.00			30,704.70
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	50.12	0.00	000000	0/00/00	50.12
		** TOTALS **	50.12	0.00			50.12
01-025020	JOHN DEERE FINANCIAL	#32 OIL FILTER	16.10	16.10-	000000	10/24/23	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	39.48	39.48-	000000	10/24/23	0.00
01-025020	JOHN DEERE FINANCIAL	EQUIPMENT SUPPLIES	63.07	63.07-	000000	10/24/23	0.00
01-025020	JOHN DEERE FINANCIAL	JD 1575 REPAIRS	1,180.15	1,180.15-	000000	10/24/23	0.00
01-025020	JOHN DEERE FINANCIAL	#31 CUTTING EDGE	233.85	233.85-	000000	10/24/23	0.00
01-025020	JOHN DEERE FINANCIAL	#34 OIL CHANGE	341.61	341.61-	000000	10/24/23	0.00
		** TOTALS **	1,874.26	1,874.26-			0.00
01-003892	JOSEPH THIELEN	STEEL TOED BOOTS	200.00	200.00-	128500	11/01/23	0.00

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UNPAID ITEMS DATES :
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10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
=====POSTING DATES=====
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
** TOTALS **			200.00	200.00-			0.00
01-003965	JW READY MIX & CONSTRUCTI	ICE CONTROL SAND	1,826.44	0.00	000000	0/00/00	1,826.44
01-003965	JW READY MIX & CONSTRUCTI	ICE CONTROL SAND	1,498.71	0.00	000000	0/00/00	1,498.71
** TOTALS **			3,325.15	0.00			3,325.15
01-001345	KELTEK INCORPORATED	CAGE LIGHT	115.64	0.00	000000	0/00/00	115.64
** TOTALS **			115.64	0.00			115.64
01-000560	LAURA SCHAEFER	IMFOA FALL CONFERENCE	135.83	135.83-	128468	10/25/23	0.00
01-000560	LAURA SCHAEFER	WCICA MEETING	35.37	35.37-	128468	10/25/23	0.00
** TOTALS **			171.20	171.20-			0.00
01-002331	MACQUEEN EQUIPMENT LLC	EQUIPMENT PARTS	851.61	0.00	000000	0/00/00	851.61
01-002331	MACQUEEN EQUIPMENT LLC	#35 REPAIRS	1,521.46	0.00	000000	0/00/00	1,521.46
** TOTALS **			2,373.07	0.00			2,373.07
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	107.94	0.00	000000	0/00/00	107.94
** TOTALS **			107.94	0.00			107.94
01-001193	MARKET ON 30	SOCCER CONCESSIONS	43.69	0.00	000000	0/00/00	43.69
** TOTALS **			43.69	0.00			43.69
01-017133	MASTERCARD	ADOBE/MAIL CHIMP/ZOOM	48.98	48.98-	128482	10/25/23	0.00
01-017133	MASTERCARD	SUPPLIES AND CONFERENCE	1,663.38	1,663.38-	128483	10/25/23	0.00
01-017133	MASTERCARD	ACCESS WASHINGTON	1,770.64	1,770.64-	128484	10/25/23	0.00
01-017133	MASTERCARD	SUPPLIES AND CONERENCE EXP	2,627.30	2,627.30-	128485	10/25/23	0.00
01-017133	MASTERCARD	MISC SUPPLIES	1,470.08	1,470.08-	128486	10/25/23	0.00
** TOTALS **			7,580.38	7,580.38-			0.00
01-002993	MC CLURE ENGINEERING CO.	ADAM ST. RECONSTRUCTION	2,072.00	0.00	000000	0/00/00	2,072.00
** TOTALS **			2,072.00	0.00			2,072.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	38,333.00	38,333.00-	128506	11/06/23	0.00
** TOTALS **			38,333.00	38,333.00-			0.00
01-001804	MID IOWA SOLID WASTE EQUI	FIBERGLASS POLE SETS	407.50	0.00	000000	0/00/00	407.50
** TOTALS **			407.50	0.00			407.50
01-017585	MIDWEST WHOLESALE BLDG PR	CONSTRUCTION MATERIALS	22.80	0.00	000000	0/00/00	22.80
01-017585	MIDWEST WHOLESALE BLDG PR	CONCRETE MIXER	24.99	0.00	000000	0/00/00	24.99
** TOTALS **			47.79	0.00			47.79
01-017730	MOORHOUSE READY MIX CO.	CONCRETE REPAIRS	162.25	0.00	000000	0/00/00	162.25

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=====PAYMENT DATES=====
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10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
10/20/2023 THRU 11/09/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-017730	MOORHOUSE READY MIX CO.	CONCRETE FOR LIFT	162.25	0.00	000000	0/00/00	162.25
01-017730	MOORHOUSE READY MIX CO.	ROW 238 HILLCREST DR	1,135.75	0.00	000000	0/00/00	1,135.75
		** TOTALS **	1,460.25	0.00			1,460.25
01-003529	MURRAY'S WELDING	MERRY-GO-ROUND REPAIRS	184.50	0.00	000000	0/00/00	184.50
01-003529	MURRAY'S WELDING	REBUILD PTO SHAFT	136.00	0.00	000000	0/00/00	136.00
01-003529	MURRAY'S WELDING	REPLACE FLOOR OF TRUCK BOX #26	5,000.00	0.00	000000	0/00/00	5,000.00
01-003529	MURRAY'S WELDING	#26 RUST REPAIR	420.00	0.00	000000	0/00/00	420.00
		** TOTALS **	5,740.50	0.00			5,740.50
01-018408	NAPA AUTO PARTS	WIRE - SHOP SUPPLIES	9.33	0.00	000000	0/00/00	9.33
01-018408	NAPA AUTO PARTS	DUST MASKS	117.03	0.00	000000	0/00/00	117.03
01-018408	NAPA AUTO PARTS	WIRING FOR TRUCK	45.69	0.00	000000	0/00/00	45.69
01-018408	NAPA AUTO PARTS	#23 STROBE LIGHTS	135.76	0.00	000000	0/00/00	135.76
01-018408	NAPA AUTO PARTS	IMPACT WRENCH	155.00	0.00	000000	0/00/00	155.00
		** TOTALS **	462.81	0.00			462.81
01-018423	NATIONAL FIRE PROTECTION	MEMBERSHIP	175.00	0.00	000000	0/00/00	175.00
		** TOTALS **	175.00	0.00			175.00
01-003263	NETBANX	OCT. EFT PROCESSING FEES	10.98	10.98-	000000	11/06/23	0.00
		** TOTALS **	10.98	10.98-			0.00
01-019123	NORTH CENTRAL CROP INS.	LAB SUPPLIES	522.09	0.00	000000	0/00/00	522.09
01-019123	NORTH CENTRAL CROP INS.	LAB SUPPLIES	490.31	0.00	000000	0/00/00	490.31
		** TOTALS **	1,012.40	0.00			1,012.40
01-020330	O'REILLY AUTO PARTS	HEATER HOSE	2.30	0.00	000000	0/00/00	2.30
		** TOTALS **	2.30	0.00			2.30
01-020203	OFFICE STOP	OFFICE SUPPLIES	38.00	0.00	000000	0/00/00	38.00
01-020203	OFFICE STOP	STAPLES	8.48	0.00	000000	0/00/00	8.48
		** TOTALS **	46.48	0.00			46.48
01-021050	P & H WHOLESALE INC.	FILTERS	169.52	0.00	000000	0/00/00	169.52
01-021050	P & H WHOLESALE INC.	SYSTEM CL RESIDUAL CHLORINATOR	134.48	134.48-	128487	10/25/23	0.00
01-021050	P & H WHOLESALE INC.	REPAIR PARTS	6.80	6.80-	128507	11/06/23	0.00
		** TOTALS **	310.80	141.28-			169.52
01-001949	PERFORMANCE TIRE & SERVIC	#31 TIRE REPAIRS	42.80	0.00	000000	0/00/00	42.80
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #19	37.53	0.00	000000	0/00/00	37.53
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #15	37.53	0.00	000000	0/00/00	37.53
01-001949	PERFORMANCE TIRE & SERVIC	#17 OIL CHANGE	39.33	0.00	000000	0/00/00	39.33
01-001949	PERFORMANCE TIRE & SERVIC	#18 TIRES AND OIL CHANGE	805.15	0.00	000000	0/00/00	805.15



VENDOR SET: 01 City of Carroll  
REPORTING: PAID, UNPAID, PARTIAL

=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES : 10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
PARTIALLY ITEMS DATES: 10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES :	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #20	40.23	0.00	000000	0/00/00	40.23
01-001949	PERFORMANCE TIRE & SERVIC	#33 TIRE REPAIRS	118.00	0.00	000000	0/00/00	118.00
		** TOTALS **	1,120.57	0.00			1,120.57
01-000169	PERRY JOHNSON	MILEAGE INSPECTIONS	210.26	0.00	000000	0/00/00	210.26
		** TOTALS **	210.26	0.00			210.26
01-021440	PIZZA HUT	SPECIAL EVENT AQUATIC CENTER	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,825.62	1,825.62-	128488	10/26/23	0.00
		** TOTALS **	1,825.62	1,825.62-			0.00
01-003769	PRECISION ARC LLC	POOL LANE ROPE ANCHOR	1,716.92	0.00	000000	0/00/00	1,716.92
		** TOTALS **	1,716.92	0.00			1,716.92
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS ST	96.05	0.00	000000	0/00/00	96.05
		** TOTALS **	96.05	0.00			96.05
01-000625	PRODUCTIVITY PLUS ACCOUNT	CREDIT	4.86-	4.86	128510	11/08/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	0.21	0.21-	128510	11/08/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIRS	132.00	132.00-	000000	10/25/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	TRACTOR REPAIRS	162.00	162.00-	000000	10/25/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	117.29	117.29-	000000	10/25/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	4.88	4.88-	000000	10/25/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 OIL FILTERS	179.50	179.50-	128510	11/08/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 OIL CHANGE SUPPLIES	15.80	15.80-	128510	11/08/23	0.00
		** TOTALS **	606.82	606.82-			0.00
01-003741	QUADIENNT FINANCE USA INC	POSTAGE	4,000.00	4,000.00-	128477	10/25/23	0.00
		** TOTALS **	4,000.00	4,000.00-			0.00
01-004030	RASCH CONSTRUCTION INC	ADAMS ST RECONSTRUCTION #5	759,503.14	0.00	000000	0/00/00	759,503.14
		** TOTALS **	759,503.14	0.00			759,503.14
01-023640	RAY'S REFUSE SERVICE	OCT. TRASH COLLECTIONS	39,595.93	39,595.93-	128508	11/06/23	0.00
01-023640	RAY'S REFUSE SERVICE	OCT. GARBAGE PICKUP	1,547.81	0.00	000000	0/00/00	1,547.81
		** TOTALS **	41,143.74	39,595.93-			1,547.81
01-003137	RDG PLANNING & DESIGN	REC CENTER RENOVATION	2,777.37	0.00	000000	0/00/00	2,777.37
		** TOTALS **	2,777.37	0.00			2,777.37
01-023815	REGION XII COG	OCT. TAXI PROGRAM DONATIONS	1,050.00	1,050.00-	128509	11/06/23	0.00
		** TOTALS **	1,050.00	1,050.00-			0.00

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PARTIALLY ITEMS DATES:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	
UNPAID ITEMS DATES	:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-003785	RICK PEUGH	MILEAGE INSPECTIONS	27.51	0.00	000000 0/00/00	27.51
		** TOTALS **	27.51	0.00		27.51
01-002987	RIESBERG AUDIO AND DETAIL	CAMERA REPAIRS	112.50	0.00	000000 0/00/00	112.50
		** TOTALS **	112.50	0.00		112.50
01-003455	ROZANNE SWARTZENDRUBER	SEW PATCHES ON UNIFORMS	20.00	0.00	000000 0/00/00	20.00
		** TOTALS **	20.00	0.00		20.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM	569.94	0.00	000000 0/00/00	569.94
		** TOTALS **	569.94	0.00		569.94
01-003528	SCHAEFFER MANUFACTURING C	OIL	717.60	0.00	000000 0/00/00	717.60
		** TOTALS **	717.60	0.00		717.60
01-002778	SEAN KLEESPIES	IRWA CONFERENCE	614.48	614.48-	128470 10/25/23	0.00
		** TOTALS **	614.48	614.48-		0.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	112.96	0.00	000000 0/00/00	112.96
01-025250	SHERWIN WILLIAMS CO.	PAINT	9.67	0.00	000000 0/00/00	9.67
01-025250	SHERWIN WILLIAMS CO.	PAINT	64.79	0.00	000000 0/00/00	64.79
01-025250	SHERWIN WILLIAMS CO.	PAINT	21.05	0.00	000000 0/00/00	21.05
		** TOTALS **	208.47	0.00		208.47
01-028180	STATE HYGIENIC LABORATORY	SAMPLE ANALYSIS	29.00	0.00	000000 0/00/00	29.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	14.50	0.00	000000 0/00/00	14.50
		** TOTALS **	43.50	0.00		43.50
01-003435	STEVEN PUDENZ	REPORT WRITING TRAINING	172.60	172.60-	128475 10/25/23	0.00
		** TOTALS **	172.60	172.60-		0.00
01-025880	STONE PRINTING CO.	CALENDARS RETURED	56.43-	0.00	000000 0/00/00	56.43-
01-025880	STONE PRINTING CO.	SUPPLIES AND CHAIRS	300.28	0.00	000000 0/00/00	300.28
01-025880	STONE PRINTING CO.	DAILY LOG BOOKS & SUPPLIES	298.32	0.00	000000 0/00/00	298.32
01-025880	STONE PRINTING CO.	WALL CALENDARS	78.39	0.00	000000 0/00/00	78.39
01-025880	STONE PRINTING CO.	REPORT COVERS	649.50	0.00	000000 0/00/00	649.50
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	1,847.55	0.00	000000 0/00/00	1,847.55
01-025880	STONE PRINTING CO.	HANGING FOLDERS	18.83	0.00	000000 0/00/00	18.83
01-025880	STONE PRINTING CO.	LAMINATING	11.00	0.00	000000 0/00/00	11.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	7.49	0.00	000000 0/00/00	7.49
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	307.50	0.00	000000 0/00/00	307.50
		** TOTALS **	3,462.43	0.00		3,462.43

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-002682	STOREY KENWORTHY/MATT PAR	UTILITY BILLS	831.01	0.00	000000 0/00/00	831.01
		** TOTALS **	831.01	0.00		831.01
01-002862	TRAVIS BOELL	IRWA CONFERENCE	294.59	294.59-	128471 10/25/23	0.00
		** TOTALS **	294.59	294.59-		0.00
01-027085	TROPHIES PLUS INC.	PLAQUES - EVANS & BEHM	73.98	0.00	000000 0/00/00	73.98
		** TOTALS **	73.98	0.00		73.98
01-003220	TURFWERKS	GSP PLAN	3,850.00	0.00	000000 0/00/00	3,850.00
		** TOTALS **	3,850.00	0.00		3,850.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	179.06	179.06-	128489 10/26/23	0.00
		** TOTALS **	179.06	179.06-		0.00
01-028290	USA BLUE BOOK	MANHOLE REPAIRS	1,166.53	0.00	000000 0/00/00	1,166.53
		** TOTALS **	1,166.53	0.00		1,166.53
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	2,543.84	0.00	000000 0/00/00	2,543.84
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	147.72	0.00	000000 0/00/00	147.72
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	2,590.68	0.00	000000 0/00/00	2,590.68
		** TOTALS **	5,282.24	0.00		5,282.24
01-028814	VAN METER COMPANY	POOL LIGHTS	3,706.25	0.00	000000 0/00/00	3,706.25
01-028814	VAN METER COMPANY	FREIGHT POOL LIGHTS	255.00	0.00	000000 0/00/00	255.00
		** TOTALS **	3,961.25	0.00		3,961.25
01-029010	VEENSTRA & KIMM INC.	COPPER COMPLIANCE STUDY	1,360.00	0.00	000000 0/00/00	1,360.00
01-029010	VEENSTRA & KIMM INC.	WW DIGESTER PROJECT	680.00	0.00	000000 0/00/00	680.00
		** TOTALS **	2,040.00	0.00		2,040.00
01-029009	VESSCO INC.	STARTUP HOURS CREDITED	100.00-	0.00	000000 0/00/00	100.00-
01-029009	VESSCO INC.	CHLORINATOR STARTUP	700.00	0.00	000000 0/00/00	700.00
		** TOTALS **	600.00	0.00		600.00
01-030355	WITTROCK MOTOR CO.	#22 TRUCK BOX RAILS	67.90	0.00	000000 0/00/00	67.90
		** TOTALS **	67.90	0.00		67.90
01-003307	WORLDPAY INTEGRATED PAYME	SEPT. CC PROCESSING FEES	122.89	122.89-	000000 10/31/23	0.00
		** TOTALS **	122.89	122.89-		0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 10/18/2023	59.10	59.10-	128479 10/25/23	0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 10/25/2023	42.25	42.25-	128501 11/01/23	0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 11/1/2023	42.20	42.20-	128505 11/06/23	0.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
			** TOTALS **	143.55	143.55-		0.00
01-003722	ISOLVED BENEFIT SERVICES	OCT. FLEX SPENDING FEE	90.00	90.00-	000000	11/06/23	0.00
			** TOTALS **	90.00	90.00-		0.00
* Payroll Expense			181,279.68				

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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PARTIALLY ITEMS DATES:	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023
UNPAID ITEMS DATES :		10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	345,089.86	345,089.86CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,386,357.99	0.00	1,386,357.99
VOID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>1,731,447.85</b>	<b>345,089.86CR</b>	<b>1,386,357.99</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	1,386,514.42
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	156.43CR
<b>** UNPAID TOTALS **</b>	<b>1,386,357.99</b>

VENDOR SET: 01 City of Carroll  
REPORTING: PAID, UNPAID, PARTIAL

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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UNPAID ITEMS DATES :		10/20/2023 THRU 11/09/2023	10/20/2023 THRU 11/09/2023

FUND TOTALS

001	GENERAL FUND	183,697.46
010	HOTEL/MOTEL TAX	272.12
110	ROAD USE TAX FUND	23,609.47
121	LOCAL OPTION SALES TAX	339.87
125	U.R. DOWNTOWN S.R.	11,400.55
132	WESTFIELD UR SPEC REV	28,732.35
304	C.P. STREETS	761,778.64
311	C.P.-PARKS & RECREATION	1,446.00
313	C.P. - REC CENTER BLDG	406,488.66
314	C.P.-STREETS MAINT BLDG	33,695.00
600	WATER UTILITY FUND	21,379.78
602	WATER UTILITY CAP. IMP.	13,139.68
610	SEWER UTILITY FUND	42,811.44
612	SEWER UTILITY CAP. IMP.	2,040.00
621	STORM WATER CAP. IMP.	16,650.00
850	MEDICAL INSURANCE FUND	2,687.15
	* PAYROLL EXPENSE	181,279.68

GRAND TOTAL 1,731,447.85

# City of Carroll

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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 30, 2023

**SUBJECT:** 2023 Municipal Golf Course Booster Pump Station Project

- Construction Materials Inspection and Testing Proposal

The Golf Course Booster Pump Station Project specifications include construction materials testing to be provided by the City of Carroll. Certified Testing Services, Inc (CTS) was retained to prepare inspection and testing services. A proposal to provide construction inspections, materials testing, and soil testing has been requested and received from CTS.

CTS proposes to perform soil, concrete, steel, and masonry testing throughout the duration of the project. CTS fees for the inspections and testing are proposed as hourly plus expenses with an estimate of \$3,800.00 to \$4,500.00.

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution approving the proposal from Certified Testing Services, Inc. for Construction Materials Inspection and Testing for the 2023 Municipal Golf Course Booster Station Project.

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

RESOLUTION APPROVING THE PROPOSAL OF CERTIFIED TESTING SERVICES, INC. FOR CONSTRUCTION MATERIALS INSPECTION AND TESTING FOR THE 2023 MUNICIPAL GOLF COURSE BOOSTER STATION

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

WHEREAS, a Construction Materials Inspection and Testing Proposal for the 2023 Municipal Golf Course Booster Station has been prepared with Certified Testing Services, Inc.; and,

WHEREAS, the City Council has determined that the Construction Materials Inspection and Testing Proposal is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Construction Materials Inspection and Testing Proposal with Certified Testing Services, Inc. for the 2023 Municipal Golf Course Booster Station is approved and the Mayor is authorized to execute the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 13<sup>th</sup> day of November 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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





**Certified Testing Services, Inc.**

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

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

September 15, 2023

Re: Construction Materials Testing  
2023 Municipal Golf Course Booster Station  
Carroll, IA

Dear Mr. Tiemeyer,

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

**CTS is the Geotechnical Engineer of record for this project so knows the soils issues as well as having several other projects in Carroll and the surrounding area, therefore making us a valuable partner towards the successful completion of this project.**

After reviewing the plans and specs for this project and after discussions with JEO's Engineers, CTS understands what will be needed. For soils testing, we anticipate two to three visits to the project site for density testing and helical anchor installation for the foundation. It may be necessary to perform one to two proctors prior to density testing.

For the concrete portion of the project, we anticipate three to five trips for concrete testing. Four cylinders are anticipated and we expect 12 to 20 cylinders will be taken. Fees include trip charges, concrete cylinders and reporting.

2023 Golf Course Booster Station  
Carroll, IA  
September 15, 2023

Based on the above quantities our fees for this project will be approximately \$3,800.00 to \$4,500.00. This estimate is based on the information provided to CTS at the time of the estimate. Any additional services will be charged per the attached Fee Schedule.

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

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

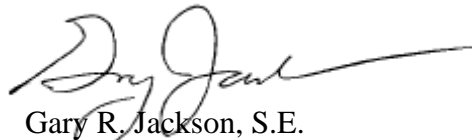
Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact our firm at (712)213-8378.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Dana R. Siefer  
Assistant Division Manager  
DRS/grj



Gary R. Jackson, S.E.  
Division Manager

2023 Golf Course Booster Station  
Carroll, IA  
September 15, 2023

**FEE SCHEDULE FOR 2023 GOLF COURSE BOOSTER PROJECT**

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

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

## GENERAL CONDITIONS

### TESTING AND OBSERVATION SERVICES

#### SECTION 1: Scope of Work

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

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

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

#### SECTION 2: Personnel Responsibility

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

#### SECTION 3: Meaning of "Observation"

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

#### SECTION 4: Accuracy of Test Locations and Elevations

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

#### SECTION 5: Degree of Certainty of Compliance

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

#### SECTION 6: Unanticipated Hazardous Materials

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

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

#### SECTION 7: Reports and Invoices

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

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

#### SECTION 8: Ownership of Documents

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

#### SECTION 9: Confidentiality

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

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

#### SECTION 10: Standard of Care

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

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

#### SECTION 11: Subpoenas

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

#### SECTION 12: Limitation of Liability

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

#### SECTION 13: Insurance and Indemnity

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

#### SECTION 14: Termination

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

#### SECTION 15: Precedence

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



#### Certified Testing Services, Inc.

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

RPC 07-1424

# City of Carroll

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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 30, 2023  
**SUBJECT:** Merchants Park Lease- Carroll Merchants Baseball- 2024

- Resolution- Baseball Stadium Lease Agreement

The Carroll Merchants are planning to return to Merchants Park for the 2024 season and will continue to participate in the M.I.N.K League. The M.I.N.K. Baseball League is a Summer Collegiate Baseball League which operates with nine teams throughout the Midwest. For the 2024 season, the Carroll Merchants baseball team plans to play 21 home games at Merchants Park. Staff does not see any issues pertaining to the Carroll Merchants' continued use of historic Merchants Park.

The attached lease agreement for Merchants Park is very similar to previous agreements. This agreement will be in place for the next three seasons. Other than the duration of the lease, nothing has changed in their lease agreement.

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution approving the Merchants Park Lease with the Carroll Merchants Baseball Club.

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

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

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

WHEREAS, the Merchants Park Lease is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Merchants Park Lease, attached as Exhibit “A”, be authorized, and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 13<sup>th</sup> day of November 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_

Mark E. Beardmore, Mayor

ATTEST:

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

## MERCHANTS PARK LEASE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Carroll, Iowa (Landlord) and Carroll Merchants Baseball Club, an Iowa Corporation (Tenant).

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant, the Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements, and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2024 through 2026 baseball seasons (May 1st through August 1<sup>st</sup>). 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 2026 baseball season the Tenant shall notify Landlord if it wishes to lease the stadium for the following baseball season. If so, the parties may renegotiate a new lease, if necessary. However, the lease will automatically renew, with the same terms, unless either party notifies the other prior to December 1, whereupon the lease shall terminate on that date.

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

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

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

Priority use of the field shall be as follows:

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

Parks and Recreation Director. Once a game date for a postponed game has been approved by the Carroll Parks and Recreation Director, Kuemper High School and Carroll High School cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Carroll Parks and Recreation Director to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Carroll Parks and Recreation Director will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Carroll Parks and Recreation Director shall be final. Practices can be preempted by the need to reschedule a game.

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

a) The Tenant takes the premises as is.  
b) The Landlord shall maintain the premises.  
c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.

d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents, or employees.

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

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

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

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

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

7. **SURRENDER.** Upon the termination of this lease, Tenant shall surrender the



premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

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

9. **INSURANCE.**

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

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

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

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

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

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

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

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

### EVENTS OF DEFAULT

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

### NOTICE OF DEFAULT

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

### REMEDIES

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

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

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

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

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

CITY OF CARROLL, IOWA –  
LANDLORD

CARROLL MERCHANTS BASEBALL  
CLUB – TENANT

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

By: \_\_\_\_\_  
Chris Whitaker, President  
225 E 7<sup>TH</sup> Street  
Carroll, IA 51401

ATTEST:

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


# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager  
**FROM:** Chad Tiemeyer, Director of Parks and Recreation   
**DATE:** October 24, 2023  
**SUBJECT:** Bid Opening Report – Parks Tractor and Bucket

On October 24, 2023, bids were collected and opened for a new tractor and loader for the Parks Department. Five bids were received from local companies, the low bid that met all bid requirements is shown below:

	<u>Price of Tractor</u>	<u>Trade in</u>	<u>Total</u>
Haley Equipment-Bobcat	\$45,576.12	\$25,000.00	\$20,576.12

Budgeted amount                      \$59,000

Staff has made a second request, since changing from a John Deere to a Bobcat, there are a few attachments that will no longer work. We did not include this in the overall bid, due to several companies would allow us to continue use, a few would not. We are requesting to trade in our current pallet forks and 7ft snow bucket, in exchange for a 7ft snow bucket that will work for the new Bobcat tractor. We currently have pallet forks for another machine that will work for the new Bobcat Tractor. Those numbers are below:

Trade in:	
Pallet Forks	\$425
<u>John Deere Snow Bucket</u>	<u>\$425</u>
	\$850

Haley Equipment	<u>Price of New Implement</u>	<u>Trade in</u>	<u>Total</u>
Snow Bucket	\$1,850	\$850	\$1,000

Total for Haley Equipment for tractor and snow bucket: \$21,576.12

**RECOMMENDATION:** Mayor and City Council consideration and approval of the bids from Haley Equipment for a new tractor and loader in the amount of \$20,576.12 and added snow bucket, minus trade in, for \$1,000.

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

## BID OPENING REPORT

For: **Parks Tractor and Bucket**

Bids were opened on: **24-Oct-2023**

Pre-Bid Estimate **\$59,000.00**

Company Name	trade	trade	Total Price
1. <u>VanWall</u>	\$ 49,985.00	\$ 21,000.00	\$ 28,985.00
2. <u>Haley Equipment- Bobcat</u>	\$ 45,576.12	\$ 25,000.00	\$ 20,576.12
3. <u>Haley Equipment-New Holland</u>	\$ 47,590.73	\$ 25,000.00	\$ 22,590.73
4. <u>Rueter's with Turf Tires</u>	\$ 549,000.00	\$ 20,900.00	\$ 34,000.00
5. <u>Rueter's standard tires</u>	\$ 49,900.00	\$ 20,900.00	\$ 29,000.00
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____

Signed: \_\_\_\_\_

Date: 10/24/2023

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

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

Date: 10/31/23

GENERAL RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

NUMBER

19504 HWY 30 W
Carroll, Iowa 51401
Phone: (712) 792-3724



1101 E High Street
Rockwell City, Iowa 50579
Phone: (712) 297-7600

Buyer: Quote prepared for: City of Carroll Home Phone:
Address: 627 N Adams St City: Carroll State: IA Zip: 51401
Email: Mobile Phone: (712) 830-1695

Table with 8 columns: Qty., New or Used, Stock No., Model, Make, Serial No., Description, Amount. Row 1: 1, N, 26175, SBBOE72, Midsota, 72" SNOW BUCKET w/cutting edge,skid steer hook up, \$ 1,850.00

Table with 8 columns: Model, Make, Serial No., Description, Amount, 1. Sub-Total of Purchases, 2. Delivery Price, 3. Total Trade-In Allowance, 4. Balance, 5. Sales Tax, 6. Federal/State Excise Tax, 7. Sub-Total, 8. Cash with Order, 9. Balance Due, 10. Amount Financed, Check #

- Check One: [ ] SOLD USED AS-IS. No warranty of any kind has been given by the dealer or his agent.
[ ] SOLD USED WITH 50-50 WARRANTY. The dealer hereby warrants this (these) machine(s) for ... days after ... with the understanding that necessary repairs made within the period of time be charged half to the buyer and half to the dealer, of total retail cost of parts and labor used.
[ ] SOLD NEW WITH Manufacturer's Standard Warranty - See Manual for details (specify warranty used)

SPECIAL AGREEMENTS

Notice to by buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract And obtain a partial refund of the finance charge based on

ACTUARIAL METHOD, RULE OF 78'S, SUM OF THE DIGITS, OTHER

Buyer's Signature: Date:

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY THE DEALER.

Salesman: Jack Poland Accepted By: Dealer's Signature

# City of Carroll

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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:** November 7, 2023  
**SUBJECT:** Annual Urban Renewal Report for Fiscal Year 2022 - 2023

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

The first page of the report is a summary of the UR areas within the City of Carroll, balance in the TIF special revenue accounts as of June 30, 2023 and TIF debt outstanding. The supporting pages for each urban renewal area include a data collection page, listing of the specific projects of the UR area, the debt outstanding, a page that links the projects to the debt outstanding and any rebate payments made to a developer as a result of a development agreement. The final page(s) for each UR area summarizes the TIF district values (both base value and incremental value) and amount of TIF revenue received for FY 2023.

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

**RECOMMENDATION:** Council consideration and approval of the attached Annual Urban Renewal Report for Fiscal Year 2022 - 2023.

**Levy Authority Summary**

Local Government Name: CARROLL  
 Local Government Number: 14G116

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

**TIF Debt Outstanding: 2,528,343**

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:</b>	<b>66,634</b>	<b>0</b>	<b>Amount of 07-01-2022 Cash Balance Restricted for LMI</b>
TIF Revenue:	1,108,635		
TIF Sp. Revenue Fund Interest:	2,621		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
<b>Total Revenue:</b>	<b>1,111,256</b>		
Rebate Expenditures:	18,520		
Non-Rebate Expenditures:	1,046,876		
Returned to County Treasurer:	0		
<b>Total Expenditures:</b>	<b>1,065,396</b>		

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:</b>	<b>112,494</b>	<b>0</b>	<b>Amount of 06-30-2023 Cash Balance Restricted for LMI</b>
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**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 1,350,453**



**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 11/1967

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/AMEND AREA CATF2 UR TIF INCREM	140111	140112	19,572,600
CARROLL CITY/CARROLL SCH/CATIF UR TIF INCREM	140119	140120	9,096,046
CARROLL CITY/CARROLL SCH/AMEND AREA CTIF3 UR TIF INCREM	140177	140178	16,912,500
CARROLL CITY/CARROLL SCH/AMEND AREA CTIF4 UR INCREMENT	140203	140204	527,780
CARROLLCITY/CARROLLSCH/AMENDAREACTIF5	140216	140217	1,432,590
CARROLLCITY/CARROLLSCH/AMENDAREACTIF6INCR	140218	140219	82,958

**Urban Renewal Area Value by Class - 1/1/2021 for FY 2023**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,397,510	86,786,390	367,090	0	-5,556	95,118,654	0	95,118,654
Taxable	0	2,380,383	78,107,751	330,381	0	-5,556	83,090,889	0	83,090,889
Homestead Credits									14

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:** **66,634** **0** **Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue: 1,106,050  
 TIF Sp. Revenue Fund Interest: 2,601  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 1,108,651**

Rebate Expenditures: 18,520  
 Non-Rebate Expenditures: 1,044,271  
 Returned to County Treasurer: 0  
**Total Expenditures: 1,062,791**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:** **112,494** **0** **Amount of 06-30-2023 Cash Balance Restricted for LMI**

## Projects For CARROLL CITY URBAN RENEWAL

### Hwy 30 & Grant Rd Intersection Improvements

Description:	Roadway intersection improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### Streetscape Phase 9

Description:	Streetscape improvements: Clark St (4th St to 7th St), West St (5th St to US 30), 4th St (Adams St to Clark St), 5th St (West St to Alley east and Court St to Clark St)
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### Streetscape Phase 10

Description:	Streetscape improvements: 7th St (West St to Carroll St), Westgate Mall Parking Lot, 4th Street Parking Lot & Pedestrian Curb Ramps
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

### Streetscape Phase 11

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

### Biokinometrics Building Construction

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

### City Hotel Project

Description:	Acquisition and demolition costs of 224 N Main Street
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	Yes

### Adams Street Reconstruction - 2023

Description:	Street reconstruction of Adams Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

## Debts/Obligations For CARROLL CITY URBAN RENEWAL

### DMBA Agreement

Debt/Obligation Type:	Rebates
Principal:	234,591
Interest:	0
Total:	234,591
Annual Appropriation?:	Yes
Date Incurred:	12/27/2016
FY of Last Payment:	2033

### Water Fund Loan #12

Debt/Obligation Type:	Internal Loans
Principal:	130,000
Interest:	975
Total:	130,975
Annual Appropriation?:	No
Date Incurred:	11/25/2019
FY of Last Payment:	2023

### Water Fund Load #13

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	63
Total:	50,063
Annual Appropriation?:	No
Date Incurred:	11/23/2020
FY of Last Payment:	2023

### Sewer Fund Loan #1

Debt/Obligation Type:	Internal Loans
Principal:	900,000
Interest:	1,875
Total:	901,875
Annual Appropriation?:	No
Date Incurred:	11/08/2021
FY of Last Payment:	2024

### Sewer Fund Loan #2

Debt/Obligation Type:	Internal Loans
Principal:	1,000,000
Interest:	25,750
Total:	1,025,750
Annual Appropriation?:	No
Date Incurred:	11/28/2022
FY of Last Payment:	2025

### General Fund Loan #1

Debt/Obligation Type:	Internal Loans
Principal:	1,483
Interest:	0

Total:	1,483
Annual Appropriation?:	No
Date Incurred:	11/11/2019
FY of Last Payment:	2023

## Non-Rebates For CARROLL CITY URBAN RENEWAL

TIF Expenditure Amount: 2,619  
 Tied To Debt: Water Fund Loan #12  
 Tied To Project: Hwy 30 & Grant Rd Intersection  
 Improvements

TIF Expenditure Amount: 3,536  
 Tied To Debt: Water Fund Loan #12  
 Tied To Project: Streetscape Phase 9

TIF Expenditure Amount: 117,616  
 Tied To Debt: Water Fund Loan #12  
 Tied To Project: Streetscape Phase 10

TIF Expenditure Amount: 7,204  
 Tied To Debt: Water Fund Loan #12  
 Tied To Project: Streetscape Phase 11

TIF Expenditure Amount: 50,063  
 Tied To Debt: Water Fund Load #13  
 Tied To Project: Streetscape Phase 10

TIF Expenditure Amount: 801,750  
 Tied To Debt: Sewer Fund Loan #1  
 Tied To Project: Streetscape Phase 11

TIF Expenditure Amount: 60,000  
 Tied To Debt: Sewer Fund Loan #2  
 Tied To Project: Adams Street Reconstruction -  
 2023

TIF Expenditure Amount: 1,483  
 Tied To Debt: General Fund Loan #1  
 Tied To Project: City Hotel Project

## Rebates For CARROLL CITY URBAN RENEWAL

### 211 E 4th Street

TIF Expenditure Amount:	18,520
Rebate Paid To:	DMBA Properties & Consulting, Inc.
Tied To Debt:	DMBA Agreement
Tied To Project:	Biokinometrics Building Construction
Projected Final FY of Rebate:	2033

## Jobs For CARROLL CITY URBAN RENEWAL

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

**TIF Taxing District Data Collection**

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

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

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	23,344,750	0	0	0	23,344,750	0	23,344,750
Taxable	0	0	21,010,275	0	0	0	21,010,275	0	21,010,275
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	3,772,150	19,572,600	19,572,600	0	0

FY 2023 TIF Revenue Received: 455,457

**TIF Taxing District Data Collection**

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

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

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,065,110	0	0	0	10,123,850	0	10,123,850
Taxable	0	0	9,058,599	0	0	0	9,096,046	0	9,096,046
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	821,365	9,096,046	9,096,046	0	0

FY 2023 TIF Revenue Received: 211,815



**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2008

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,594,550	33,395,980	0	0	-5,556	40,015,464	0	40,015,464
Taxable	0	1,945,738	30,056,382	0	0	-5,556	33,928,502	0	33,928,502
Homestead Credits									10

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	23,108,520	16,912,500	16,912,500	0	0

FY 2023 TIF Revenue Received: 391,196

**TIF Taxing District Data Collection**

Local Government Name: CARROLL (14G116)  
 Urban Renewal Area: CARROLL CITY URBAN RENEWAL (14004)  
 TIF Taxing District Name: CARROLL CITY/CARROLL SCH/AMEND AREA CTIF4 UR INCREMENT  
 TIF Taxing District Inc. Number: 140204  
 TIF Taxing District Base Year: 2013  
 FY TIF Revenue First Received: 2016  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2014

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	63,800	16,756,630	367,090	0	0	17,295,180	0	17,295,180
Taxable	0	34,535	15,080,967	330,381	0	0	15,514,517	0	15,514,517
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	16,767,400	527,780	527,780	0	0

FY 2023 TIF Revenue Received: 12,290

**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	01/2017

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,644,990	0	0	0	1,644,990	0	1,644,990
Taxable	0	0	1,480,491	0	0	0	1,480,491	0	1,480,491
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	212,400	1,432,590	1,432,590	0	0

FY 2023 TIF Revenue Received: 33,360

**TIF Taxing District Data Collection**

Local Government Name: CARROLL (14G116)  
 Urban Renewal Area: CARROLL CITY URBAN RENEWAL (14004)  
 TIF Taxing District Name: CARROLLCITY/CARROLLSCH/AMENDAREACTIF6INCR  
 TIF Taxing District Inc. Number: 140219  
 TIF Taxing District Base Year: 2018  
 FY TIF Revenue First Received: 2021  
 Subject to a Statutory end date? Yes  
 Fiscal year this TIF Taxing District statutorily ends: 2040

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2019

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	739,160	1,578,930	0	0	0	2,694,420	0	2,694,420
Taxable	0	400,110	1,421,037	0	0	0	2,061,058	0	2,061,058
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	2,611,462	82,958	82,958	0	0

FY 2023 TIF Revenue Received: 1,932

**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 11/2002

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

**Tax Districts within this Urban Renewal Area**

Base No.	Increment No.	Increment Value Used
140157	140158	0

CARROLL CITY/CARROLL SCH/MP CATF3 UR TIF INCREM

**Urban Renewal Area Value by Class - 1/1/2021 for FY 2023**

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

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:** 0 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

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

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>0</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:** 0 0 **Amount of 06-30-2023 Cash Balance Restricted for LMI**

**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	11/2002

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	126,580	0	0	0	0

FY 2023 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 04/2006

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/ASHWOOD CATF1 UR TIF INCREM	140167	140168	86,842
CARROLL CITY/CARROLL SCH/ASHWOOD AG CAATF UR TIF INCREM	140197	140198	35,548

**Urban Renewal Area Value by Class - 1/1/2021 for FY 2023**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	40,680	0	101,340	0	0	0	142,020	0	142,020
Taxable	36,221	0	91,206	0	0	0	127,427	0	127,427
Homestead Credits									0

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:** 0 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue:	2,585
TIF Sp. Revenue Fund Interest:	20
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>2,605</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	2,605
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>2,605</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:** 0 0 **Amount of 06-30-2023 Cash Balance Restricted for LMI**

## Projects For CARROLL ASHWOOD URBAN RENEWAL

### Ashwood Bus Park Improvements

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

## Debts/Obligations For CARROLL ASHWOOD URBAN RENEWAL

### 2014 Ashwood Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,514
Interest:	1,503
Total:	10,017
Annual Appropriation?:	No
Date Incurred:	08/12/2014
FY of Last Payment:	2027

## Non-Rebates For CARROLL ASHWOOD URBAN RENEWAL

TIF Expenditure Amount:	2,605
Tied To Debt:	2014 Ashwood Refunding
Tied To Project:	Ashwood Bus Park Improvements



**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	04/2006

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	101,340	0	0	0	101,340	0	101,340
Taxable	0	0	91,206	0	0	0	91,206	0	91,206
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	14,498	86,842	86,842	0	0

FY 2023 TIF Revenue Received: 2,021

**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	04/2006

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	40,680	0	0	0	0	0	40,680	0	40,680
Taxable	36,221	0	0	0	0	0	36,221	0	36,221
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	5,132	35,548	35,548	0	0

FY 2023 TIF Revenue Received: 564

**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 09/2007

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

UR Area Purpose:

**Tax Districts within this Urban Renewal Area**

Base No.	Increment No.	Increment Value Used
140173	140174	0

CARROLL CITY/CARROLL SCH/OAKPARK OAKTF UR TIF INCREM

**Urban Renewal Area Value by Class - 1/1/2021 for FY 2023**

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

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:**

**0**

**Amount of 07-01-2022 Cash Balance Restricted for LMI**

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

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

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:**

**0**

**Amount of 06-30-2023 Cash Balance Restricted for LMI**

**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	09/2007

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	7,400	0	0	0	0

FY 2023 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 05/2007

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/WESTFIELD WESTF UR TIF INCREM	140175	140176	0

**Urban Renewal Area Value by Class - 1/1/2021 for FY 2023**

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

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:** 0 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

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

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>0</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:** 0 0 **Amount of 06-30-2023 Cash Balance Restricted for LMI**

## Projects For CARROLL WESTFIELD URBAN RENEWAL

### Administrative expenses

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

### New office building for BTC, Inc.

Description:	New office building for BTC, Inc. dba WIN
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

## Debts/Obligations For CARROLL WESTFIELD URBAN RENEWAL

### General Fund Loan

Debt/Obligation Type:	Internal Loans
Principal:	1,195
Interest:	0
Total:	1,195
Annual Appropriation?:	No
Date Incurred:	10/26/2020
FY of Last Payment:	2024

### BTC, Inc. TIF Rebate Agreement

Debt/Obligation Type:	Rebates
Principal:	172,394
Interest:	0
Total:	172,394
Annual Appropriation?:	Yes
Date Incurred:	11/14/2022
FY of Last Payment:	2026

## Non-Rebates For CARROLL WESTFIELD URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	General Fund Loan
Tied To Project:	Administrative expenses

## Rebates For CARROLL WESTFIELD URBAN RENEWAL

### 1780 Kittyhawk Avenue

TIF Expenditure Amount:	0
Rebate Paid To:	BTC, Inc. dba WIN
Tied To Debt:	BTC, Inc. TIF Rebate Agreement
Tied To Project:	New office building for BTC, Inc.
Projected Final FY of Rebate:	2026



## Jobs For CARROLL WESTFIELD URBAN RENEWAL

Project:	New office building for BTC, Inc.
	BTC, Inc. dba Western Iowa
Company Name:	Networks
Date Agreement Began:	10/12/2020
Date Agreement Ends:	06/01/2026
Number of Jobs Created or Retained:	23
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	8,200,000
Total Estimated Cost of Public Infrastructure:	200,000

The development agreement does not require a specific annual wage amount as part of the jobs requirement.

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Sum of Private Investment Made Within This Urban Renewal Area  
during FY 2023

0

**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2007

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	27,770	0	0	0	0

FY 2023 TIF Revenue Received: 0

**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 05/2008

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

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CARROLL CITY/CARROLL SCH/ACE BUILDERS ACETF UR TIF INCREM	140179	140180	0

**Urban Renewal Area Value by Class - 1/1/2021 for FY 2023**

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

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:** 0 0 **Amount of 07-01-2022 Cash Balance Restricted for LMI**

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

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>0</b>

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:** 0 0 **Amount of 06-30-2023 Cash Balance Restricted for LMI**

**TIF Taxing District Data Collection**

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

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2008

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	64,635	0	0	0	0

FY 2023 TIF Revenue Received: 0

# City of Carroll

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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:** November 7, 2023  
**SUBJECT:** State Annual Financial Report for Fiscal Year 2022 - 2023

Attached is a copy of the State Annual Financial Report for Fiscal Year ending June 30, 2023. This report is required by Chapter 384.22 of the Code of Iowa and is to be filed with the Office of the Auditor of State by December 1, 2023. Also, the first page of the report is required to be published and a proof of publication must be submitted with the report. The report summarizes all the revenues and expenses as well as the outstanding debt for the fiscal year ending June 30, 2023.

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

**RECOMMENDATION:** Council acceptance and authorization for publication of the State Annual Financial Report for the Fiscal Year ending June 30, 2023.

STATE OF IOWA 2023 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2023 CITY OF CARROLL, IOWA DUE: December 1, 2023	16201400300000 CITY OF CARROLL 627 N ADAMS STREET CARROLL IA 51401 POPULATION: 10321
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**NOTE** - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
<b>Revenues and Other Financing Sources</b>				
Taxes Levied on Property	6,332,819		6,332,819	6,204,789
Less: Uncollected Property Taxes-Levy Year	0		0	0
<b>Net Current Property Taxes</b>	6,332,819		6,332,819	6,204,789
Delinquent Property Taxes	0		0	0
TIF Revenues	1,108,635		1,108,635	1,106,734
Other City Taxes	2,619,395	0	2,619,395	2,440,672
Licenses and Permits	84,712	0	84,712	98,500
Use of Money and Property	373,002	256,504	629,506	177,325
Intergovernmental	2,455,485	0	2,455,485	2,779,729
Charges for Fees and Service	1,858,888	3,894,968	5,753,856	5,705,500
Special Assessments	0	0	0	0
Miscellaneous	324,855	95,812	420,667	295,400
Other Financing Sources	5,796,259	0	5,796,259	9,020,000
Transfers In	4,958,568	2,658,788	7,617,356	7,974,278
<b>Total Revenues and Other Sources</b>	25,912,618	6,906,072	32,818,690	35,802,927
<b>Expenditures and Other Financing Uses</b>				
Public Safety	2,399,330		2,399,330	2,544,125
Public Works	2,339,018		2,339,018	2,716,867
Health and Social Services	69,397		69,397	94,240
Culture and Recreation	3,096,907		3,096,907	4,580,428
Community and Economic Development	381,946		381,946	851,111
General Government	1,227,189		1,227,189	1,350,650
Debt Service	1,776,617		1,776,617	1,789,411
Capital Projects	4,999,881		4,999,881	11,282,894
<b>Total Governmental Activities Expenditures</b>	16,290,285	0	16,290,285	25,209,726
BUSINESS TYPE ACTIVITIES		3,513,235	3,513,235	4,562,938
<b>Total All Expenditures</b>	16,290,285	3,513,235	19,803,520	29,772,664
Other Financing Uses	0	0	0	
Transfers Out	4,889,156	2,728,200	7,617,356	7,974,278
<b>Total All Expenditures/and Other Financing Uses</b>	21,179,441	6,241,435	27,420,876	37,746,942
<b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b>	4,733,177	664,637	5,397,814	-1,944,015
Beginning Fund Balance July 1, 2022	15,491,636	10,128,376	25,620,012	25,620,012
Ending Fund Balance June 30, 2023	20,224,813	10,793,013	31,017,826	23,675,997

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

Non-budgeted Internal Service Funds 1,029,856	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2023		Indebtedness at June 30, 2023	
	Amount		Amount
General Obligation Debt	8,915,000	Other Long-Term Debt	0
Revenue Debt	1,420,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	45,470,569

**CERTIFICATION**

The forgoing report is correct to the best of my knowledge and belief

	<b>Publication</b>
Signature of Preparer	
Printed name of Preparer Laura A. Schaefer	Phone Number 712-792-1000
	Date Signed
Signature of Mayor or other City official (Name and Title)	

REVENUE P2

CITY OF CARROLL

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2023

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section A - Taxes</b>	1										1
<b>Taxes levied on property</b>	2	4,542,204	983,913		806,702			6,332,819		6,332,819	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	4,542,204	983,913		806,702	0	0	6,332,819		6,332,819	4
Delinquent Property Taxes	5							0		0	5
<b>Total Property Tax</b>	6	4,542,204	983,913		806,702	0	0	6,332,819		6,332,819	6
<b>TIF Revenues</b>	7			1,108,635				1,108,635		1,108,635	7
<b>Other City Taxes</b>											
Utility Tax Replacement Excise Taxes	8							0		0	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	214,161						214,161		214,161	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13	242,608						242,608		242,608	13
Other Local Option Taxes	14		2,162,626					2,162,626		2,162,626	14
<b>Total Other City Taxes</b>	15	456,769	2,162,626		0	0	0	2,619,395	0	2,619,395	15
<b>Section B - Licenses and Permits</b>	16	84,712						84,712		84,712	16
<b>Section C - Use of Money and Property</b>	17										17
Interest	18	151,158	56,991	2,621		110,792	11,650	333,212	194,104	527,316	18
Rents and Royalties	19	39,790						39,790	62,400	102,190	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
<b>Total Use of Money and Property</b>	22	190,948	56,991	2,621	0	110,792	11,650	373,002	256,504	629,506	22
<b>Section D - Intergovernmental</b>	24										24
<b>Federal Grants and Reimbursements</b>	26										26
Federal Grants	27	412	735,130					735,542		735,542	27
Community Development Block Grants	28					34,137		34,137		34,137	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
<b>Total Federal Grants and Reimbursements</b>	33	412	735,130		0	34,137	0	769,679	0	769,679	33



REVENUE P3

CITY OF CARROLL

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2023

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section D - Intergovernmental - Continued</b>	41										41
<b>State Shared Revenues</b>	43										43
Road Use Taxes	44		1,420,286					1,420,286		1,420,286	44
<b>Other state grants and reimbursements</b>	48										48
State grants	49	4,683	4,818					9,501		9,501	49
Iowa Department of Transportation	50							0		0	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
Commercial & Industrial Replacement Claim	54	117,426	25,437		20,886			163,749		163,749	54
REAP Grant	55					12,500		12,500		12,500	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
<b>Total State</b>	60	122,109	1,450,541	0	20,886	12,500	0	1,606,036	0	1,606,036	60
<b>Local Grants and Reimbursements</b>											
County Contributions	63	44,148				5,000		49,148		49,148	63
Library Service	64							0		0	64
Township Contributions	65	30,622						30,622		30,622	65
Fire/EMT Service	66							0		0	66
	67							0		0	67
	68							0		0	68
	69							0		0	69
<b>Total Local Grants and Reimbursements</b>	70	74,770	0	0	0	5,000	0	79,770	0	79,770	70
<b>Total Intergovernmental (Sum of lines 33, 60, and 70)</b>	71	197,291	2,185,671	0	20,886	51,637	0	2,455,485	0	2,455,485	71
<b>Section E -Charges for Fees and Service</b>	72										72
Water	73							0	1,514,170	1,514,170	73
Sewer	74							0	2,110,831	2,110,831	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79	599,100						599,100		599,100	79
Hospital	80							0		0	80

REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Section E - Charges for Fees and Service - Continued</b>	81										81
Transit	82	9,870						9,870		9,870	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	269,967	269,967	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90		5,240					5,240		5,240	90
Prisoner Care	91							0		0	91
Fire Service Charges	92	30						30		30	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94	17,920						17,920		17,920	94
Housing and Urban Renewal Charges	95							0		0	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98	39,510						39,510		39,510	98
Library Charges	99							0		0	99
Park, Recreation, and Cultural Charges	100	1,187,218						1,187,218		1,187,218	100
Animal Control Charges	101							0		0	101
	102							0		0	102
	103							0		0	103
<b>Total Charges for Service</b>	104	1,853,648	5,240	0	0	0	0	1,858,888	3,894,968	5,753,856	104
<b>Section F - Special Assessments</b>	106							0		0	106
<b>Section G - Miscellaneous</b>	107										107
Contributions	108	83,706	20,456					104,162	16,057	120,219	108
Deposits and Sales/Fuel Tax Refunds	109	1,388						1,388	10,125	11,513	109
Sale of Property and Merchandise	110	138,944					20,613	159,557	27,431	186,988	110
Fines	111	59,748						59,748	42,199	101,947	111
Internal Service Charges	112							0		0	112
	113							0		0	113
	114							0		0	114
	115							0		0	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
<b>Total Miscellaneous</b>	120	283,786	20,456	0	0	0	20,613	324,855	95,812	420,667	120

REVENUE P5

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
<b>Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)</b>	121	7,609,358	5,414,897	1,111,256	827,588	162,429	32,263	15,157,791	4,247,284	19,405,075	121
<b>Section H - Other Financing Sources</b>	123										123
Proceeds of capital asset sales	124							0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125					5,446,259		5,446,259		5,446,259	125
Proceeds of anticipatory warrants or other short-term debt	126					350,000		350,000		350,000	126
Regular transfers in and interfund loans	127	972,168	149,382		947,100	1,885,830		3,954,480	1,616,000	5,570,480	127
Internal TIF loans and transfers in	128	1,483			2,605	1,000,000		1,004,088	1,042,788	2,046,876	128
	129							0		0	129
	130							0		0	130
<b>Total Other Financing Sources</b>	131	973,651	149,382	0	949,705	8,682,089	0	10,754,827	2,658,788	13,413,615	131
<b>Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)</b>	132	8,583,009	5,564,279	1,111,256	1,777,293	8,844,518	32,263	25,912,618	6,906,072	32,818,690	132
<b>Beginning Fund Balance July 1, 2022</b>	134	5,014,912	4,852,316	66,634	96,960	4,798,726	662,088	15,491,636	10,128,376	25,620,012	134
<b>Total Revenues and Other Financing Sources (Sum of lines 132 and 134)</b>	136	13,597,921	10,416,595	1,177,890	1,874,253	13,643,244	694,351	41,404,254	17,034,448	58,438,702	136

EXPENDITURES P6

CITY OF CARROLL

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2023

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Section A - Public Safety</b>	1										1
Police Department/Crime Prevention	2	1,784,310	5,988					1,790,298		1,790,298	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	168,088						168,088		168,088	6
Ambulance	7							0		0	7
Building Inspections	8	218,113						218,113		218,113	8
Miscellaneous Protective Services	9	220,656						220,656		220,656	9
Animal Control	10							0		0	10
Other Public Safety	11	2,175						2,175		2,175	11
	12							0		0	12
	13							0		0	13
<b>Total Public Safety</b>	14	2,393,342	5,988		0	0	0	2,399,330		2,399,330	14
<b>Section B - Public Works</b>	15										15
Roads, Bridges, Sidewalks	16	23,319	689,283					712,602		712,602	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	176,022						176,022		176,022	18
Traffic Control Safety	19		359					359		359	19
Snow Removal	20		116,224					116,224		116,224	20
Highway Engineering	21							0		0	21
Street Cleaning	22		19,291					19,291		19,291	22
Airport (if not an enterprise)	23	186,015						186,015		186,015	23
Garbage (if not an enterprise)	24	719,549						719,549		719,549	24
Other Public Works	25	235,200	173,756					408,956		408,956	25
	26							0		0	26
	27							0		0	27
<b>Total Public Works</b>	28	1,340,105	998,913		0	0	0	2,339,018		2,339,018	28
<b>Section C - Health and Social Services</b>	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36	69,397						69,397		69,397	36
	37							0		0	37
	38							0		0	38
<b>Total Health and Social Services</b>	39	69,397	0		0	0	0	69,397		69,397	39
<b>Section D - Culture and Recreation</b>	40										40
Library Services	41	545,311	4,951					550,262		550,262	41
Museum, Band, Theater	42	11,520						11,520		11,520	42
Parks	43	697,138	9,300					706,438		706,438	43
Recreation	44	1,682,008						1,682,008		1,682,008	44
Cemetery	45	144,454						144,454		144,454	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47	2,225						2,225		2,225	47
	48							0		0	48
	49							0		0	49
<b>Total Culture and Recreation</b>	50	3,082,656	14,251		0	0	0	3,096,907		3,096,907	50

**EXPENDITURES P7**

CITY OF

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

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
<b>Section E - Community and Economic Development</b>	51										51
Community beautification	52							0		0	52
Economic development	53	82,400	50,000					132,400		132,400	53
Housing and urban renewal	54	2,147	40,000					42,147		42,147	54
Planning and zoning	55	2,181						2,181		2,181	55
Other community and economic development	56	177,550	9,148					186,698		186,698	56
TIF Rebates	57			18,520				18,520		18,520	57
	58							0		0	58
<b>Total Community and Economic Development</b>	59	264,278	99,148	18,520	0	0	0	381,946		381,946	59
<b>Section F - General Government</b>	60										60
Mayor, Council and City Manager	61	33,400						33,400		33,400	61
Clerk, Treasurer, Financial Administration	62	586,939						586,939		586,939	62
Elections	63							0		0	63
Legal Services and City Attorney	64	44,665						44,665		44,665	64
City Hall and General Buildings	65	104,956						104,956		104,956	65
Tort Liability	66	406,820						406,820		406,820	66
Other General Government	67	50,409						50,409		50,409	67
	68							0		0	68
	69							0		0	69
<b>Total General Government</b>	70	1,227,189	0		0	0	0	1,227,189		1,227,189	70
<b>Section G - Debt Service</b>	71							0		0	71
GO Debt	72				1,776,617			1,776,617		1,776,617	72
	73							0		0	73
<b>Total Debt Service</b>	74	0	0	0	1,776,617	0	0	1,776,617		1,776,617	74
<b>Section H - Regular Capital Projects - Specify</b>	75										75
Airport/Street/Street Maint. Bldg	76					1,592,784		1,592,784		1,592,784	76
Park Projects/Rec Center Bldg/Housing	77					3,392,612		3,392,612		3,392,612	77
<b>Subtotal Regular Capital Projects</b>	78	0	0		0	4,985,396	0	4,985,396		4,985,396	78
<b>TIF Capital Projects - Specify</b>	79										79
Corridor of Commerce Project	80					14,485		14,485		14,485	80
	81							0		0	81
<b>Subtotal TIF Capital Projects</b>	82	0	0		0	14,485	0	14,485		14,485	82
<b>Total Capital Projects</b>	83	0	0		0	4,999,881	0	4,999,881		4,999,881	83
<b>Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)</b>	84	8,376,967	1,118,300	18,520	1,776,617	4,999,881	0	16,290,285		16,290,285	84
	85										85

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

**EXPENDITURES P8**

CITY OF

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

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
<b>Section I - Business Type Activities</b>	87										87
Water - Current Operation	88								1,126,700	1,126,700	88
Capital Outlay	89								50,815	50,815	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								948,856	948,856	91
Capital Outlay	92								623,851	623,851	92
Debt Service	93								719,960	719,960	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106									0	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								6,753	6,753	120
Capital Outlay	121								36,300	36,300	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
<b>Total Business Type Activities</b>	129								3,513,235	3,513,235	129

**EXPENDITURES P9**

CITY OF CARROLL

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2023 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
<b>Subtotal Expenditures (Sum of lines 84 and 129)</b>	130	8,376,967	1,118,300	18,520	1,776,617	4,999,881	0	16,290,285	3,513,235	19,803,520	130
<b>Section J - Other Financing Uses Including Transfers Out</b>	131										131
Regular transfers out	132	397,750	3,444,530					3,842,280	1,728,200	5,570,480	132
Internal TIF loans/repayments and transfers out	133			1,046,876				1,046,876	1,000,000	2,046,876	133
	134							0		0	134
<b>Total Other Financing Uses</b>	135	397,750	3,444,530	1,046,876	0	0	0	4,889,156	2,728,200	7,617,356	135
<b>Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)</b>	136	8,774,717	4,562,830	1,065,396	1,776,617	4,999,881	0	21,179,441	6,241,435	27,420,876	136
	137										137
<b>Ending fund balance June 30, :</b>	138										138
<b>Governmental:</b>	139										139
<b>Nonspendable</b>	140						694,351	694,351		694,351	140
<b>Restricted</b>	141	508,106	5,699,883	112,494	97,636			6,418,119		6,418,119	141
<b>Committed</b>	142					8,643,363		8,643,363		8,643,363	142
<b>Assigned</b>	143	934,141	153,882					1,088,023		1,088,023	143
<b>Unassigned</b>	144	3,380,957						3,380,957		3,380,957	144
<b>Total Governmental</b>	145	4,823,204	5,853,765	112,494	97,636	8,643,363	694,351	20,224,813		20,224,813	145
<b>Proprietary</b>	146								10,793,013	10,793,013	146
<b>Total Ending Fund Balance June 30,</b>	147	4,823,204	5,853,765	112,494	97,636	8,643,363	694,351	20,224,813	10,793,013	31,017,826	147
<b>Total Requirements (Sum of lines 136 and 147)</b>	148	13,597,921	10,416,595	1,177,890	1,874,253	13,643,244	694,351	41,404,254	17,034,448	58,438,702	148

**OTHER P10**

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

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies	7,692		
Libraries			
Police protection			
Sewerage			
Sanitation	130,455		
All other	220,656		

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

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID		Amount
<b>Total Salaries and Wages Paid</b>		4,708,341

Part V Debt Outstanding, Issued, and Retired  
Transit subsidies  
**A. Long-Term Debt**

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2023							
Purpose	Line	Debt Outstanding JULY 1, 2022	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year	
Water Utility	1.									
Sewer Utility	2.	2,098,000		678,000			1,420,000		36,715	
Electric Utility	3.									
Gas Utility	4.									
Transit-Bus	5.									
Industrial Revenue	6.									
Mortgage Revenue	7.									
TIF Revenue	8.									
Other Purposes / Miscellaneous	9.									
GO	10.	4,705,000	5,750,000	1,540,000	8,915,000				233,917	
Parking	11.									
Airport	12.									
Stormwater	13.									
Section 108	14.									
<b>Total Long-Term</b>		6,803,000	5,750,000	2,218,000	8,915,000	0	1,420,000	0	270,632	

**B. Short-Term Debt Amount**  
**Outstanding as of July 1, 2022**  
**Outstanding as of JUNE 30, 2023**

DEBT LIMITATION FOR GENERAL OBLIGATIONS		Amount	
Part VI Actual valuation -- January 1, 2021		909,411,392	x.0.5 = \$ 45,470,569.6

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2023

Type of asset	Amount				
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
	97,636	2,564,670		29,385,376	32,047,682

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



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager *AK*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** November 6, 2023  
**SUBJECT:** City Street Finance Report for Fiscal Year 2022 - 2023

Attached is the Annual City Street Finance Report that is required to be filed by December 1, 2023. The report contains information for street related activities that occurred during Fiscal Year 2023.

The report pages are as follows:

1. Pages 1 & 2 - Expenses by fund and category
2. Page 3 – Revenues by fund and category
3. Page 4 – Street related debt
4. Page 5 – Listing of equipment used on street related activities
5. Page 6 – Street projects that were completed in FY 2023
6. Page 7 – Summary of the street related financial information

**RECOMMENDATION:** Council approval of the City Street Finance Report for Fiscal Year 2022 - 2023.



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Carroll

Ames, IA 50010

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## Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$11,613	\$414,438					\$426,051
Benefits - Roads/Streets	\$1,943	\$139,685					\$141,628
Operational Equipment Repair		\$39,560					\$39,560
Other Utilities		\$2,632					\$2,632
Other Contract Services		\$19,065					\$19,065
Operating Supplies	\$9,763	\$190,670					\$200,433
Postage & Safety		\$530					\$530
Replacement Posts & Signs		\$15,722					\$15,722
Other Capital Equipment		\$40,735					\$40,735
Buildings					\$665,227		\$665,227
Street - Capacity Improvement					\$97,279		\$97,279
Street - Preservation					\$754,594		\$754,594
Principal Payment				\$642,200			\$642,200
Interest Payment				\$39,126			\$39,126
Bond Registration Fees				\$977			\$977
Transfer Out	\$50,000	\$100,000	\$1,059,383			\$1,000,000	\$2,209,383
Street Lighting	\$176,022						\$176,022
Snow Removal		\$68,110					\$68,110



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Carroll

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Street Cleaning		\$19,291					\$19,291
Snow Removal Salaries		\$41,197					\$41,197
Snow Removal Benefits		\$6,918					\$6,918
<b>Total</b>	\$249,341	\$1,098,553	\$1,059,383	\$682,303	\$1,517,100	\$1,000,000	\$5,606,680



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Carroll

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## Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$229,067		\$149,383	\$466,613			\$845,063
Other Taxes (Hotel, LOST)			\$910,000	\$215,690			\$1,125,690
Interest					\$36,379		\$36,379
State Revenues - Road Use Taxes		\$1,420,286					\$1,420,286
Charges/fees	\$17,920					\$1,000,000	\$1,017,920
Contributions	\$799	\$12,649					\$13,448
Fuel Tax Refund	\$1,388						\$1,388
Sale of Property & Merchandise	\$167						\$167
Proceeds from Debt					\$350,000		\$350,000
Transfer In		\$149,383			\$2,060,000		\$2,209,383
<b>Total</b>	\$249,341	\$1,582,318	\$1,059,383	\$682,303	\$2,446,379	\$1,000,000	\$7,019,724



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

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## Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
Street Rehab 2019 (2020A GO Issuance)	\$970,000	\$120,000	\$46,900	\$83,400	\$32,595	\$850,000
Third Street Storm Sewer	\$585,000	\$290,000	\$9,070	\$208,800	\$6,530	\$295,000
2022 Streets	\$350,000	\$350,000	\$0	\$350,000	\$0	\$0
<b>Total</b>	\$1,905,000	\$760,000	\$55,970	\$642,200	\$39,125	\$1,145,000



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Carroll

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## Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Husqvarna Concrete Saw	2021	Purchased	\$31,495	No Change
John Deere 330G Skid Steer, Front-Wheel Drive Loader #31	2021	Purchased	\$57,700	No Change
JD670B Motor Grader #32	1987	Purchased	\$65,000	No Change
International 4300 Dump Truck #29	2006	Purchased	\$88,447	No Change
Case 721F Loader, Wheel #33	2015	Purchased	\$145,000	No Change
Elgin Pelican Street Sweeper #35	2015	Purchased	\$186,700	No Change
RAM Pickup Truck #22	2014	Purchased	\$25,723	No Change
John Deere Tractor and snowblower	2019	Purchased	\$23,060	No Change
Ram 1500 Pickup Truck #20	2018	Purchased	\$21,799	No Change
International HV507 Dump Truck #24	2019	Purchased	\$135,941	No Change
Olympian DP100PI Generator #200	1999	Purchased	\$26,476	No Change
International Med Duty Truck #27	2018	Purchased	\$149,410	No Change
Essick V30-3EH Roller, Steel Drum	1996	Purchased	\$8,200	No Change
International 7300 Dump Truck #23	2008	Purchased	\$95,710	No Change
Sullair - 185DPQCA Air Compressor #205	2000	Purchased	\$13,500	No Change
Binford - TV1200DPR Roller, Steel Drum	2000	Purchased	\$22,800	No Change
Ford Truck, Aerial #36	2014	Purchased	\$117,200	No Change
International 7400 Dump Truck #28	2012	Purchased	\$119,219	No Change
7400 International Dump Truck #26	2012	Purchased	\$100,000	No Change
KM8000 Hot Box/Reclaimer	2008	Purchased	\$25,900	No Change
410J John Deere Tractor Loader-Backhoe #34	2010	Purchased	\$85,500	No Change



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Carroll

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## Street Projects

Project Description	Contract Price	Final Price	Contractor Name
Street Restoration - 2022: N Main St: 13th St to W 21st St-Lois Ave; Parkview Dr: Grant Rd to Forest St; Peeble Lane: Anthony St to Main St; W Randall Rd: N West St to W Todd Terrace; Vine St: 11th St to 12th St; W 21st St: N West St to N Main St	\$748,034	\$751,684	Ten Point Construction Co, Inc.



# City Street Finance Report

Fiscal Year 2023

Bureau of Local Systems

Carroll

Ames, IA 50010

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## Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$3,176,006	\$0	\$0	\$3,351,540	\$0	\$6,527,546
SubTotal Expenses (-)	\$199,341	\$998,553		\$682,303	\$1,517,100		\$3,397,297
Transfers Out (-)	\$50,000	\$100,000	\$1,059,383			\$1,000,000	\$2,209,383
Subtotal Revenues (+)	\$249,341	\$1,432,935	\$1,059,383	\$682,303	\$386,379	\$1,000,000	\$4,810,341
Transfers In (+)		\$149,383			\$2,060,000		\$2,209,383
Ending Balance	\$0	\$3,659,771	\$0	\$0	\$4,280,819	\$0	\$7,940,590

Resolution Number:

Execution Date: Monday, November 13, 2023

Signature: Laura A. Schaefer




# 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:** November 7, 2023  
**SUBJECT:** 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 – 2<sup>nd</sup> Reading
- Resolution Authorizing or Confirming Advancement of Costs for Urban Renewal Projects and Authorizing Certification of Expenses Incurred by the City for Payment Under Iowa Code Section 403.19

At the October 23, 2023 Council meeting, Council approved the resolution that established the Rolling Hills South Condominiums Second Urban Renewal Area. In order to collect the tax increment finance (TIF) revenues in the area, Council needs to adopt an ordinance. The first reading of that ordinance was approved at the October 23, 2023 Council meeting.

Attached is the TIF ordinance for Council's consideration of the second and/or third reading. No comments have been received by City staff.

If Council adopts the ordinance, a resolution is also attached that authorizes to certify as TIF debt costs the city has paid or will pay in the future relating to planning, engineering fees (for urban renewal plans), attorney fees, administrative and other related costs to support urban renewal projects and planning within the Urban Renewal Area.

**RECOMMENDATION:** Council consideration and approval of the following:

- Second reading and waive the third reading of the Ordinance for the division of revenues under Iowa Code Section 403.19 for Rolling Hills South Condominiums Second Urban Renewal Plan.
- Resolution authorizing or confirming advancement of costs for urban renewal projects and authorizing certification of expenses incurred by the City for Payment under Iowa Code Section 403.19.

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. 23-90 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 13th day of November, 2023.

---

Mayor

ATTEST:

---

City Clerk

Read First Time: October 23, 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

November 13, 2023

The City Council of the City of Carroll, Iowa, met in regular session, at in the Council Chambers, City Hall 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: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING OR CONFIRMING ADVANCEMENT OF COSTS FOR URBAN RENEWAL PROJECTS AND AUTHORIZING CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

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

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

**RESOLUTION AUTHORIZING OR CONFIRMING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND AUTHORIZING CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19**

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 Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Rolling Hills South Condominiums Second Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Carroll County; and

WHEREAS, the Plan, on page 8, generally described an urban renewal project to include planning, engineering fees (for urban renewal plans), attorney fees, administrative, and other related costs to support urban renewal projects and planning within the Urban Renewal Area during the duration of this Urban Renewal Plan (the "Project"); and

WHEREAS, the Project does not exceed the projected cost estimates described in the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the General Fund to pay costs associated with the Project and thereafter reimburse said funds with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2026; and

WHEREAS, the amount of funds advanced or to be advanced for the Project is estimated not to exceed \$50,000.00.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Carroll, Iowa, as follows:

Section 1. Pursuant to Ordinance No. \_\_\_\_\_, there has been established the Rolling Hills South Condominiums Second Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan, for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project advanced from time to time from the General Fund in order to pay the costs of the Project shall be treated as an advance and the General Fund shall be reimbursed the total actual project costs from the Tax Increment Fund.

Section 3. All project costs to be incurred for the Project are approved to be advanced or as advanced as described in Section 2. The fees and costs are currently estimated to cost not to exceed \$50,000.00.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2026.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL, STATE OF IOWA, this 13th day of November, 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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 14th day of November 2023.

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

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Aaron Kooiker, City Manager *AK*

**DATE:** November 7, 2023

**SUBJECT:** Region XII COG, Inc. Home Construction & Rehabilitation Agreement

**Background:**

In September the Council directed staff to work with Region XII to make an amendment to the agreement to purchase ground and build new homes in the City of Carroll. At that meeting, it was discussed that Region XII be allowed to use the allotted \$30,000 per unit for remodel as well as building new homes.

After working with Rich Hunsaker, we have come back to Council with an amended agreement. The highlighted portion of the agreement is the only changes to the agreement.

Staff would like the Council approval to support the amended changes to the agreement. Staff feels this will allow the City to get affordable housing on the market quicker than if we only allow for new builds.

**STAFF RECOMMENDATION:** Council consideration and approval of the resolution to approve the Home Construction and Rehabilitation Agreement (HF2401) with Region XII COG, Inc.

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

**A RESOLUTION APPROVING A HOME CONSTRUCTION & REHABILITATION AGREEMENT (CONTRACT NUMBER: HF2401) BETWEEN REGION XII COG, INC. AND THE CITY OF CARROLL, IOWA**

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

WHEREAS, the agreement is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the agreement attached as Exhibit "A", be authorized and approved, and that the Mayor is authorized to execute the agreement on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 13<sup>th</sup> day of November, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

## REGION XII COG, INC. – CITY OF CARROLL

# HOME CONSTRUCTION & REHABILITATION AGREEMENT

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### INTRODUCTION

This contract is between Region XII Council of Governments, Inc. (hereinafter COG) and the City of Carroll, Iowa (hereinafter the City). The COG is organized under chapter 28E of the Iowa Code and empowered to assist in the development of the region, including in the area of housing. The COG is headquartered in Carroll, Iowa.

The City is interested in promoting the construction and rehabilitation of workforce housing within its City Limits. The City is specifically interested in the use of in-fill lots available to maximize the use of existing infrastructure. The City proposes to provide the COG will a specific amount of funding to assist in the construction of new homes in Carroll or in the major rehabilitation of existing units to preserve the housing units and promote homeownership (hereinafter the Program).

### SECTION 1 TERMS OF CITY ASSISTANCE

#### SECTION 1.1: Assistance Amount

The City agrees to provide \$300,000 to the COG to construct or rehabilitate 10 homes within the City Limits.

#### SECTION 1.2: The Program

For new construction, the COG agrees to acquire lots and begin planning for the construction of new homes on said lots. The City will provide property maintenance (e.g. mowing) for each lot the COG acquires until construction on the lot commences. The COG will begin to negotiate for lot acquisition upon execution of the contract. The COG intends to construct or rehabilitate up to 10 houses, utilizing Homes for Iowa houses where possible. Homes are intended to be sold to single family homeowners but may be sold to anyone as long as the use of the property conforms to City of Carroll zoning. Homes may be single occupancy structures or duplexes. The City places no income limitation on purchasers and funding provided by the City has no restrictions on income for use. Assistance provided by the City will not require any lien or receding mortgage as a condition of receipt of funding. All homes constructed must meet City of Carroll building codes and must receive a Certificate of Occupancy.

For rehabilitated units, the COG agrees to pursue acquisition of houses to enroll in the program, which may include houses acquired by the City through nuisance actions. The City will provide mowing for each house the COG acquires until rehabilitation is complete and a certificate of occupancy is issued. The COG intends to rehabilitate or construct up to 10 houses. Homes are intended to be sold to single family homeowners but may be sold to anyone as long as the use of the property conforms to City of Carroll zoning. The City places no income limitation on purchasers and funding provided by the City has no restrictions on income for use. Assistance provided by the City

will not require any lien or receding mortgage as a condition of receipt of funding. All homes constructed must meet City of Carroll building codes and must receive a Certificate of Occupancy.

### SECTION 1.3: Contract Period

The Program will begin operation July 1, 2023 and will operate through December 31, 2025 or until all houses are constructed or rehabilitated.

## **SECTION 2 RESPONSIBILITIES OF PARTIES**

### SECTION 2.1: Responsibilities of the COG

The COG will:

1. Identify lots and homes available for purchase and appropriate for the program.
2. Construct homes on acquired lots with a projected appraised value of no less than \$150,000.
3. Rehabilitate homes, ensuring all major infrastructure will be serviceable for at least 10 years to include the roof, foundation, siding, windows, HVAC, electrical system, and plumbing. Total project investment, excluding residence purchase, will be at least \$100,000 per rehabilitated unit.
4. Provide reports of project progress to the City.
5. Projects will be eligible for Council of Governments local housing trust fund.

### SECTION 2.2: Responsibilities of the City

The City will:

1. Provide \$100,000 per year in FY2024, FY2025, and FY2026 (\$300,000 total over three years), paid upon billing by the COG.
2. Provide lot maintenance on lots and homes acquired by the COG.
3. Waive utility hookup fees on the COG's newly constructed homes.
4. If required for the lot, the City will install sidewalks.
5. Consider lot or house donation to the program should the City come into possession of lots or houses suitable for use in the program.

## **SECTION 3 MISCELLANEOUS**

### SECTION 3.1: Indemnification

The City will defend, indemnify and hold harmless the COG and its officers, commissioners, staff, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any actions under this contract.

### SECTION 3.2: Amendments, Changes and Modifications

The COG or the City, may, during the duration of this contract, deem it necessary to make alterations to the provisions of this contract. Any changes to the contract which are mutually agreed upon by both COG and the City shall be incorporated through written amendment signed by both parties. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

### SECTION 3.3: Return of Unused Funds

The COG will return unused funds to the City at the end of the program. Unused funds will be calculated with the following formula:  $(10 - \text{the number of homes constructed in the program}) \times \$30,000$ .

IN WITNESS THEREFORE, the parties hereto have executed this Contract on the day and year specified below.

**CITY OF CARROLL**

**REGION XII COG, INC.**

\_\_\_\_\_  
Mark Beardmore    Date  
Mayor

\_\_\_\_\_  
Richard T. Hunsaker    Date  
Executive Director

# 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:** November 7, 2023

**SUBJECT:** FY 2023/2024 Budget Amendment #1

1. Public Hearing
2. Resolution Amending the Current Budget for the Fiscal Year Ending June 30, 2024

At the October 23 meeting, Council set November 13 for the date of a public hearing on the FY 2023/2024 Budget Amendment #1. All items were budgeted or re-estimated in FY 2023 but 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.

As required by the Iowa Code 384.18, the Notice of Public Hearing was published in the Carroll Times Herald on Friday, October 27, 2023.

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

**RECOMMENDATION:** After public hearing, Council consideration and approval of FY 2023/2024 Budget Amendment #1.

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

RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING  
JUNE 30, 2024

WHEREAS, the City Council of Carroll in Carroll County met on November 13, 2023 at 5:15PM to take up the proposed amendment. The proposed amendment #1 was considered and taxpayers were heard for and against the amendment.

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

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Carroll, following notice published on October 27, 2023 and the public hearing held on November 13, 2023 the current budget is amended as set out in the attached adoption to be certified to the Auditor of Carroll County.

Passed and approved this 13th day of November, 2023.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



## BUDGET AMENDMENT #1 FY 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)
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### **ROAD USE TAX FUND**

Medium duty truck	(182,050)
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### **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)
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### **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)
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# 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:** November 7, 2023

**SUBJECT:** Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan and related development agreements

- Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

With the State changing the abilities to request taxes, it has become clear that we will need to utilize our urban renewal areas to accomplish more than in the past. With this in mind, it is clear that more projects will need to be added to the Central (Downtown) Business District Urban Renewal Area.

Also, with the news that Ziegler Cat will be coming to Carroll, a new urban renewal area and development agreement will need to be put into place. While details are still being finalized, it is necessary to begin work with the City's legal counsel, Ahlers & Cooney, P.C., to begin amending and drafting the urban renewal plans and development agreement.

An engagement agreement for services related to the Ninth Amended and Restated Central Business District Urban Renewal Plan, Ziegler Urban Renewal Plan and related development agreements has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare the Amendment and Plan in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings and partial agendas for City Council proceedings related to the Amendment and Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Amendment and Plan,
4. Prepare proceedings to be used on the date fixed for public hearing and adoption of the Amendment and Plan;
5. Prepare and ordinance(s) for the division of revenues within the Urban Renewal Area related to the Amendment and Plan under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);
6. Prepare the development agreements associated with the Plan and Amendment, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the development agreements, and proceedings for the date fixed for the public hearing and adoption of that development agreements;
8. Answer questions and advise City staff and the City Council throughout the adoption process for the Amendment, Plan and development agreements; and
9. Complete a transcript file record related to the adoption of the Amendment, Plan and development agreements.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached resolution accepting the engagement agreement with Ahlers & Cooney, P.C. for the Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan, and related development agreements.

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

**A RESOLUTION ACCEPTING AN ENGAGEMENT AGREEMENT WITH AHLERS & COONEY, P.C. FOR THE NINTH AMENDED AND RESTATED CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN, A NEW ZIEGLER URBAN RENEWAL PLAN AND RELATED DEVELOPMENT AGREEMENTS**

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

WHEREAS, it is determined that the approval of the engagement agreement with Ahlers & Cooney, P.C. for the Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan and related development agreements is in the best interest of the City of Carroll, Iowa; and

NOW, THEREFORE, BE IT RESOLVED that the engagement agreement with Ahlers & Cooney, P.C. for the Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan and related development agreements is in the best interest of the City of Carroll, Iowa.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 13th day of November, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
[www.ahlerslaw.com](http://www.ahlerslaw.com)  
Nathan J. Overberg  
515.246.0329  
[noverberg@ahlerslaw.com](mailto:noverberg@ahlerslaw.com)

October 16, 2023

Sent via email: [akooiker@cityofcarroll.com](mailto:akooiker@cityofcarroll.com)

Aaron Kooiker  
City Manager  
City of Carroll  
112 East 5<sup>th</sup> Street  
Carroll, IA 51401

RE: Engagement Letter – Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan, and related development agreements

Dear Aaron:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the “City”) in connection with a proposed Ninth Amended and Restated Central Business District Urban Renewal Plan (“Amendment”), a new Ziegler Urban Renewal Plan (“Plan”), and associated development agreements, in accordance with Iowa Code Chapter 403.

### **SCOPE OF ENGAGEMENT**

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

1. Prepare the Amendment and Plan in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Amendment and Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Amendment and Plan;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Amendment and Plan;
5. Prepare ordinance(s) for the division of revenues within the Urban Renewal Area related to the Amendment and Plan under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);

6. Prepare development agreements associated with the Plan and Amendment, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the development agreements, and proceedings for the date fixed for the public hearing and adoption of the development agreements;
8. Answer questions and advise City staff and the City Council throughout the adoption process for the Amendment, Plan and development agreements; and
9. Complete a transcript file record related to the adoption of the Amendment, Plan, and development agreements.

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

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

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

#### **ATTORNEY-CLIENT RELATIONSHIP**

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

under this Agreement will end when the Amendment, Plan, and development agreements are adopted/approved by the City Council and our final invoice has been paid.

### **FEES**

The attorneys working in the economic development practice area of the firm, including Nathan Overberg and Jenna Sabroske, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg's current hourly rate is \$330 and Ms. Sabroske's rate is \$250. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$180-\$425 per hour). Work by legal assistants is currently billed at \$135-\$150 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

### **RECORDS**

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

### **APPROVAL**

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

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

Ahlers & Cooney, P.C.

Sincerely,

By:

  
Nathan J. Overberg

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

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\*Authorized by action of the governing body, approved on \_\_\_\_\_, 2023.

02266661-1\10275-092



# 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:** November 8, 2023

**SUBJECT:** U.S. 30 W Sanitary Sewer & Watermain Extension – 2024  
Professional Services Agreement

A U.S. 30 W Sanitary Sewer & Watermain Extension project is proposed to provide sanitary sewer and watermain service to the Ziegler Carroll LLC property. The proposed project includes extension of both sanitary sewer and watermain along Kittyhawk Avenue to U.S. 30 and west along U.S. 30 to the Ziegler Carroll LLC property. A location map of the proposed Extension is attached.

A proposed Professional Services Agreement has been prepared for services necessary to develop the project for construction bidding. The Agreement has been prepared with Snyder & Associates, Inc. Snyder & Associates is performing the site civil work for the Ziegler Carroll LLC property. The Scope of Services is detailed in the Agreement and summarized, with fees, as follows:

Design Services	\$86,000.00	Lump Sum
Project Administration		
Topographic & Site Survey		
Design Services		
Bid Services	\$3,500.00	Lump Sum
Construction Services	\$9,850.00	Hourly (Est.)
Construction Administration		
Construction Staking		
Total	\$99,350.00	LS & Hr.

The Project Schedule is prepared to meet the needs of the Ziegler facility. The Schedule is summarized as follows:

Design Phase

Preliminary Plans	December 11, 2023
Final Plans	December 31, 2023

Bid Phase – Letting	March 5, 2024
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Construction Phase – Completion	July – August, 2024
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**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with Snyder & Associates, Inc. for Professional Services for the U.S. 30 W Sanitary Sewer & Watermain Extension project.

RMK:ds

attachments (3)

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

RESOLUTION APPROVING THE AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE U.S. 30 W SANITARY SEWER & WATERMAIN EXTENSION PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the U.S. 30 W Sanitary Sewer & Watermain Extension project has been prepared with Snyder & Associates, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with Snyder & Associates, Inc. for the U.S. 30 W Sanitary Sewer & Watermain Extension project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

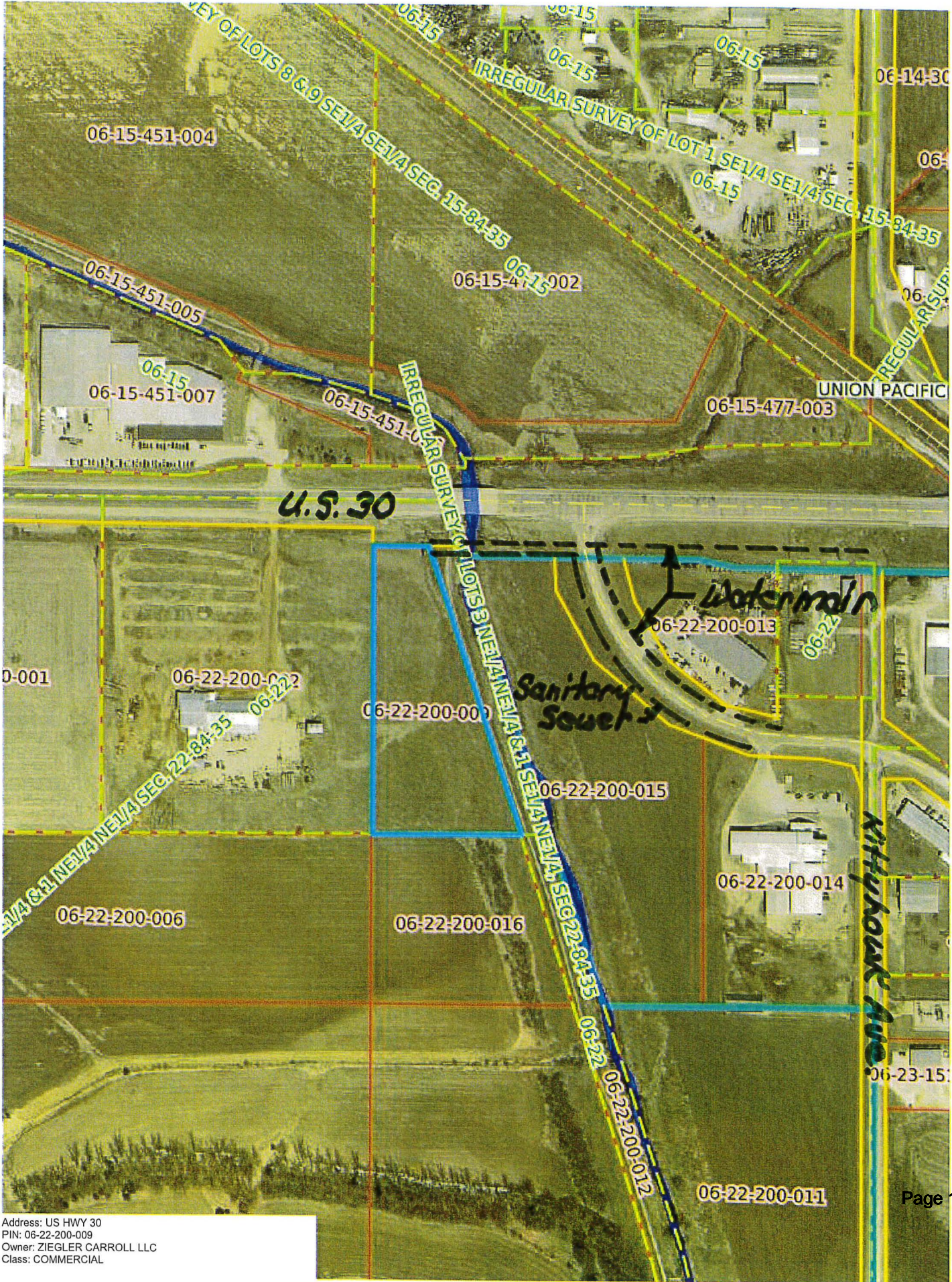
Passed and approved by the Carroll City Council this 13<sup>th</sup> day of November, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



Address: US HWY 30  
PIN: 06-22-200-009  
Owner: ZIEGLER CARROLL LLC  
Class: COMMERCIAL



# STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

**NOW ON THIS** 13th day of November, 2023, **Snyder & Associates, Inc.**,  
1800 West 22<sup>nd</sup> Street, Suite 200, Atlantic, IA 50022 (hereinafter, Professional), and  
City of Carroll, 627 N. Adams, Carroll, IA 51401  
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: US 30 W Sanitary Sewer & Water Main Extension – 2024 – Carroll, IA
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

**ADDITIONAL TERMS AND CONDITIONS**

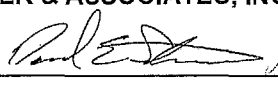
9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

<p><b>Exhibit A Scope, Fees, and Schedule</b></p> <p><b>Exhibit C Title VI/Non-Discrimination Assurances – Appendix A</b></p>	<p><b>Exhibit B Standard Fee Schedule</b></p> <p><b>Exhibit</b></p>
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CITY OF CARROLL (Client)

By: \_\_\_\_\_  
 (Authorized agent)  
Mark E. Beardmore, Mayor  
 (Printed or typed signature)

**SNYDER & ASSOCIATES, INC. (Professional)**

By:  \_\_\_\_\_  
Digitally signed by David E Sturm, PE & PLS  
 Date: 2023.11.01 15:14:57 -05'00'  
 (Authorized agent)  
David E. Sturm, PE, PLS – Regional Manager  
 (Printed or typed signature)

Route executed copy to:

## **EXHIBIT A - SCOPE OF SERVICES AND FEES**

### **US 30 W SANITARY SEWER & WATER MAIN EXTENSION - 2024 CARROLL, IA**

#### **PROJECT UNDERSTANDING**

The project involves the extension of the existing 10" water main and 12" sanitary sewer system from the Solid Waste Subdivision of the NE1/4-NE1/4 of Section 22-84-35, westerly to serve a commercial development lying west of the Middle Raccoon River. The following services are proposed to be performed by Snyder & Associates.

#### **DESIGN SERVICES**

##### **✓ Project Administration**

Snyder & Associates will provide the following administrative services during the design of the project:

- Progress reports as requested to the City.
- Project coordination between Ziegler, the City of Carroll and Iowa DNR.
- Project design review.

##### **✓ Site Review Survey and Topographic Survey**

Snyder & Associates will perform a topographic survey to be utilized in the preparation of the construction drawings for the proposed project. The survey will include ground elevations, utilities, lot pins (if locatable) and physical features of the site. An Iowa One Call locate request and on site review will be made to determine the best fit location of the proposed water main and sanitary sewer extensions.

##### **✓ Design Services**

Snyder & Associates will prepare the final design drawings and specifications and review said documents with the City. The Statewide Urban Design and Specifications (SUDAS) manual will be utilized as the technical specifications for the project. Snyder & Associates will apply for the Iowa DNR water and wastewater construction permits as well as the Iowa DOT utility accommodation permit required for installation of the improvements. Permit fees are the responsibility of the City. An estimate of quantities for construction and an Engineer's construction cost opinion will be provided and reviewed with City staff. Prints for submittal to the City, including review sets and 5 official document sets shall be provided. A Storm Water Pollution Prevention Plan (SWPPP) is not anticipated to be required for this project.

## **EXHIBIT A - SCOPE OF SERVICES AND FEES**

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### **BID SERVICES**

✓ **Bid Services**

Upon authorization from the owner, Snyder & Associates will supply the documents necessary for public bidding to appropriate contractors. Questions from potential contractors, subcontractors and suppliers regarding the contract documents will be addressed. Snyder & Associates will review and tabulate the bids and make recommendations to the owner regarding the award of the construction contract.

### **CONSTRUCTION SERVICES**

✓ **Construction Administration**

The City of Carroll plans to perform the majority of the construction administration with inhouse staff. However, Snyder & Associates may perform limited administrative services as requested by the City. These services may include conducting a preconstruction conference, specifying testing of materials, complete payment requests, review shop drawing submittals, complete change orders, respond to contractor questions, determine when the project is substantially complete and other tasks as necessary for the administration of the project.

✓ **Construction Staking**

Snyder & Associates shall provide construction stakes as required for the construction of the project. Services shall be provided in accordance with the Contractor's schedule and as required by the Contractor utilizing modern construction methods.

✓ **Additional Services**

The City may request additional services from Snyder & Associates that are not included in this Scope of Services as outlined. Additional services may include, but not be limited to, expanding the scope of the project and work to be completed; assistance in property acquisition or easement procurement; construction observation/inspection; preparation of as-built documents; assistance with environmental or archaeological review of the project areas; development of various documents not otherwise described herein; or requesting additional work items that increase the engineering services and corresponding costs. Additional services shall be performed as requested in writing by the Owner on an hourly basis in accordance with the Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance.



**EXHIBIT A - SCOPE OF SERVICES AND FEES**

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**SUMMARY OF SERVICES PROVIDED AND FEES**

<b><u>Work Element</u></b>	<b><u>Estimated Cost</u></b>
<b><u>DESIGN SERVICES</u></b>	
Project Administration	
Topographic and Site Survey	
Design Services	
<b>Total Lump Sum Design Services Subtotal</b>	<b>\$86,000.00</b>
<b><u>BID SERVICES</u></b>	
Bid Services (including document reproduction)	
<b>Total Lump Sum Bid Services Subtotal</b>	<b>\$ 3,500.00</b>
<b><u>CONSTRUCTION SERVICES (Hourly)</u></b>	
Construction Administration (limited)	
Construction Staking	
<b>Total Hourly Plus Expenses Construction Services Subtotal</b>	<b><u>\$ 9,850.00</u></b>
<b>Project Total</b>	<b>\$99,350.00</b>

**PROJECT SCHEDULE**  
**U.S. 30 W. SANITARY SEWER & WATER MAIN EXTENSION - 2024**  
**CARROLL, IOWA**  
**PROJECT NO. PROPOSAL**  
**NOVEMEBER 13, 2024**

**DESIGN PHASE**

- Site Topographic Survey..... Week of November 13, 2023
- Complete Preliminary Plans ..... December 11, 2023
- Complete Final Plans & Specs. (Submit for IDNR Const. Permit)..... December 31, 2023

**BID PHASE**

- Distribute Notice of Letting to Contractors ..... February 2, 2024
- Publish Notice of Bid Letting (13 to 45 days prior to bid date) ..... February 2, 2024
- City Publish Notice of Hearing (4 to 20 days prior to hearing date)..... February 9, 2024
  
- **Council Meeting** (Regular Meeting)..... February 26, 2024
  - Public Hearing on Plans, Specifications & Form of Contract
  - Resolution Approving Plans, Specifications and Form of Contract
  
- Bid Letting ..... Tuesday, March 5, 2024 at 2:00 PM
  
- **Council Meeting** (Regular Meeting)..... March 11, 2024
  - Review Construction Bids
  - Resolution Making Award of Contract
  
- Distribute Contracts ..... March 12, 2024

**CONSTRUCTION PHASE**

- Pre-Construction Meeting and Notice to Proceed ..... Mid-April 2024
  
- Begin Construction ..... Late April 2024
  
- Substantial Completion of Construction..... July-August 2024
  - Certificate of Substantial Completion
  
- The above project schedule will meet the needs of the Ziegler Carroll facility project construction timeline. The project will also be scheduled in parallel with the continuing utility extension project across the Ziegler facility.
  
- The above project schedule will be contingent on a notice to proceed from the City of Carroll and receiving a construction permit from the Iowa DNR in a timely manner.

**EXHIBIT B - STANDARD FEE SCHEDULE**

**EXHIBIT B**



**2023  
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
III	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced



Title VI/Non-Discrimination Assurances

## APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

## APPENDIX E

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

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

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager *AK*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** November 7, 2023  
**SUBJECT:** Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc.

- Annual Tax Increment Finance Appropriations for FY 2025

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

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

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

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

On October 11, 2023, City staff met with Josh Jacobs of Biokinometrics regarding the agreement, specifically, the number of jobs/employees working out of the Biokinometrics Carroll office.

During the discussion, Mr. Jacobs was concerned about giving out information that would hinder their business. If Biokinometrics provided employee names and wages, this could hinder their business in a tight labor environment. Mr. Jacobs stated their attorney had suggested a signed and notarized affidavit from each employee. Their attorney also stated that they would show this to City Staff but did not want to give it to staff because all documents could then become public records.

Mr. Jacobs provided a list of fourteen (14) employees, ten (10) that work out of the Carroll office and another four (4) that work remotely. They also have a contractor that works out of the Carroll office. Mr. Jacobs also provided a list of names, hometowns, and their salaries to review. The requirement, per the agreement, is that all the employees have a salary of at least \$40,000 per year.

After discussion with City's attorney Nathan Overburg, Ahlers & Cooney P.C., City staff requested from Biokinometrics their IRS Form W3 (which provides number of W2s), redacted W2s, the IRS Form 1096 (which lists the number of 1099s) and redacted 1099s. Those documents were provided to the City on October 25, 2023. These documents show that Biokinometrics has eight (8) W2 employees and six (6) 1099 employees. They are only claiming two (2) of the 1099 employees as some of them do not meet the wage requirement.

The attached resolution appropriates the tax increment finance (TIF) revenue to be collected in FY 2025 related to this project to be paid to the developer and to account for this in the FY 2025 budget. FY 2025 will be the seventh year of annual appropriations. The remaining grant amount available after FY 2024 annual appropriations payment is \$193,269.01.

**RECOMMENDATION:** Council consideration and approval of the resolution obligating funds from the Central Business District Urban Renewal Tax Revenue Fund for appropriation of the payment of the tax increment grant to Biokinometrics Holdings, LLC and DMBA Properties & Consulting, Inc. for FY 2025.



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

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

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

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

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

WHEREAS, the Development Agreement requires the Developer to maintain a minimum of 10 full-time permanent jobs. On October 11, 2023, the Developer certified 10 full-time jobs; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2024; and

WHEREAS, the City Clerk is directed to certify the amount obligated for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund, to the County Auditor by December 1, 2023, of debt payable from the Urban Renewal Tax Revenue Fund.

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

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

the Urban Renewal Tax Revenue Fund to the Semi-Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

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

PASSED AND APPROVED this 13th day of November, 2023.

---

Mark E. Beardmore, Mayor

Attest:

---

Laura A. Schaefer, City Clerk

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into between the City of Carroll, Iowa (the “City”) and Biokinometrics Holdings, LLC, an Iowa limited liability company and DMBA Properties & Consulting, Inc., an Iowa sub-S corporation (collectively the “Developer”) as of the 27<sup>th</sup> day of December, 2016 (the “Commencement Date”).

WHEREAS, the City has established the City of Carroll Central Business District Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance (Ordinance No. 1701 (the “Ordinance”)) for the Urban Renewal Area, under which incremental tax revenues from the Urban Renewal Area are to be deposited into a special tax increment fund of the City pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the Developer owns certain real property which is situated in the City and lies within the Urban Renewal Area and is described on Exhibit A (the “Property”); and

WHEREAS, the Developer has proposed to undertake the construction of a 17,000-square foot 2 story building on the above Property for the Developer’s operation which will create 12 new jobs (the “Project”); and

WHEREAS, the Developer also is considering rehabilitating an existing 7,956 square foot building (the “Existing Building”) on the above Property (the “Rehabilitation Work”); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of incremental property tax payments (the “Grants”) to be used by the Developer in paying the costs of constructing and maintaining the Project and Rehabilitation Work; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons for economic development purposes, which is defined as the creation or maintenance of jobs that would otherwise be lost; and

WHEREAS, the City Council has found the Project to be consistent with the objectives of the Urban Renewal Plan for the Urban Renewal Area and has further found that the use of City funds to finance the Grants is in accord with the provisions of the applicable laws under which the Project will be undertaken, including but not limited to, Iowa Code Chapters 15A and 403.

NOW THEREFORE, the parties hereto agree as follows:

- A. **Developer’s Covenants**
- 1. **Project Construction.**

**New Construction.** The Developer shall construct the Project on the Property and agrees to maintain and use the completed Project as part of the Developer’s business operations

throughout the Term, as hereinafter defined. Furthermore, the Developer agrees to invest not less than \$1,100,000 into capital improvements for the Project, including construction work and other fixtures. The Developer has submitted a detailed building plan (the "plans") for the development of the Project as set forth as Exhibit B hereto. The City issued a building permit for construction of the Project on October 19, 2016. The Developer agrees to construct the Project in accordance with the submitted plans and to substantially complete such construction by no later than January 1, 2018.

**Existing Building.** The Developer may undertake Rehabilitation Work on the Existing Building located on the easterly side of the Property.

2. **Property Taxes.** The Developer agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit to the City a receipt or cancelled check in evidence of each such payment.

3. **Job Creation Covenant.** The Developer agrees to create and maintain a minimum of 10 full-time permanent jobs, each paying a minimum salary of at least \$40,000 per job, located in the Project building constructed on the Property during each year of the Term of this agreement, commencing on October 15, 2020. Any jobs located in this building Project shall count as part of the total jobs created no matter what legal entity acts as the employer or contracting entity for those jobs. The jobs may be for full-time employment or for independent contractors as long as they are in a full-time capacity. Any jobs related to businesses that may be located in the Existing Building in the future shall not be counted for purposes of this employment covenant.

4. **Developer's Certifications.** The Developer agrees to submit documentation to the satisfaction of the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2020, demonstrating that the completed Project is in conformance for the minimum number of jobs created at the Project location. In addition, a duly authorized officer of the Developer shall annually certify to the City (a) the average number of full-time employees working at the Project as of the certification date, and (b) a certification to the effect that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no default is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. The annual certification required under this provision shall be in substantially the form set forth on Exhibit C, attached hereto.

5. **Property Tax Exemptions.** The Developer agrees that the Project and Rehabilitation Work will not be eligible to receive a tax abatement or partial exemption from taxation, or Commercial Property Tax Exemption, as defined under the Code of Ordinances for the City.

6. **Remedies.** If the Developer (i) fails to construct the Project as described in

Exhibit B, (ii) fails to observe the job creation covenant by more than 50% for two (2) consecutive years, (iii) fails to substantially observe or perform any condition, obligation, agreement, or other non-job creation covenants on its part to be observed or performed under this Agreement, (iv) files any petition in bankruptcy, makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, or (v) if any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certificate furnished by them pursuant to this Agreement, shall prove to have been falsified, or purposely misleading in any material respect on or as of the date of the issuance or making thereof, and fails to cure said breach within thirty (30) days after written notice (except in the case of a default arising under clause (iv) or (v) in which case no notice or opportunity to cure shall be given), the City may (x) 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, (y) terminate this Agreement, or (z) 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.

**B. City's Obligations**

**1. Relocation of Power Poles.** The City will reimburse the Developer \$24,996.47 for the relocation of power poles on 4<sup>th</sup> Street and 5<sup>th</sup> Street as part of the Project. This reimbursement shall be made within 30 days after the final approval of this development agreement by all parties.

**2. Payments related to new construction.** In recognition of the Developer's obligations set out above, and only with respect to the Project, the City agrees to make thirty (30) semiannual economic development tax increment grant payments (the "Grants") to the Developer during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa; provided, however, that the aggregate, total amount of the Grants related to the new construction shall not exceed \$300,000 (the "Maximum Grant Total"), and all Grants under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Developer is required to maintain a minimum of 10 full-time permanent jobs with a minimum wage of at least \$40,000 per year per job in the Project by October 15, 2020. If the certification of the Developer required under Section A reflects that there has been a failure to maintain the minimum number of jobs, then the City may reduce the Grant due during the following fiscal year by the percentage of the 10 jobs the Developer was obligated to create (by way of example, if the Developer certifies only 5 full-time employees, they would be entitled to 50% of the Grant payable in that year). Any reductions made in this section shall be permanent for the year the minimum number of jobs was not in the new building.

The Grants shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Carroll County Treasurer that are attributable to the taxable valuation of the Project, and each Grant shall be equal to 100% of the Incremental Property Tax Revenues so received. For this purpose, the parties agree that the "Incremental Property Tax Revenues" shall mean only the tax increment revenues received by the City under Iowa Code Section 403.19 and the Ordinance in respect of the Project.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2018. Accordingly, assuming the City's initial certification to the County Auditor in respect of this Agreement is made on or before December 1, 2017, the Grants will be made on the first check run in December and June of each fiscal year, beginning in December 2018 and continuing to, and including, June 2033, or until such earlier date upon which total Grants equal to the Maximum Grant Total have been made. Payments shall be based on the Incremental Property Tax Revenues generated only on the Project construction.

The City makes no guarantee as to the actual amount of the Grants which the Developer shall receive. The Grants are wholly contingent upon the Developer being and remaining in compliance with the obligations, responsibilities, and covenants of this Agreement. Under no circumstances will the Developer be entitled to, or have a claim of interest in, any past Grant payments that may be reduced in amount as outlined in this Agreement.

If the City breaches its agreement to provide the Grant payments as set forth in this Agreement and fails to cure said breach within sixty (60) days after written notice to the City Clerk, the Developer shall have the right to take any legal or equitable action deemed appropriate to enforce the City's performance obligations under this Agreement.

**3. Payments related to improvements to the existing building.** The Developer is under no obligation to complete any Rehabilitation Work to the Existing Building on this site. However, if improvements to the Existing Building on this site are completed during the Term and the improvements directly result in the assessable building value increasing by more than 30% as determined by the Carroll County Assessor, in recognition of these improvement the City agrees to make semiannual economic development tax increment grant payments (the "Rehab Grant Payments") to the Developer during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa; provided, however, that the aggregate, total amount of the Rehab Grant Payments shall not exceed 25% of the total cost of the Rehabilitation Work completed by the Developer or such lower amount that can be paid as described herein during the remaining Term of this Agreement (the "Maximum Rehab Grant Payment Total"), and all Rehab Grant Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder. The Developer shall certify the total cost paid by the Developer to complete the Rehabilitation Work and provide the City with copies of all paid invoices and all cancelled checks. The Developer shall be allowed to use another legal third party entity established in the state of Iowa (such as an LLC) on behalf of the Developer as an affiliated entity of the Developer to direct and pay for the Rehabilitation Work with such checks and invoices counting towards the total costs of Rehabilitation Work. All such invoices and checks must be submitted to the City.

The Rehab Grant Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues (i.e., the tax increment revenues received by the City under Iowa Code Section 403.19 and the Ordinance) received by the City from the Carroll County Treasurer that are attributable to the taxable valuation of the Existing Building on the Property. For this purpose, the Rehab Grant Payments shall be based on the Incremental Property Tax Revenues generated from renovations of the Existing Building using the post-renovation assessed value on January 1 of each year minus the pre-renovation assessed value as of the January 1 of the year the renovations to the Existing Building are started.

The Developer shall provide written notice to the City when any such renovations commence and again when the Rehabilitation Work has been completed. Following notice that the Rehabilitation Work has been completed, the City shall calculate the expected Maximum Rehab Grant Payment Amount and, if all requirements of this Agreement have been met, shall certify the same to the County Auditor on or before the next December 1.

The Rehab Grant Payments thereafter will be made on the first check run in December and June of each fiscal year, beginning in December the next year and continuing to, and including, June 2033 or until the Maximum Rehab Grant Payment Amount has been paid, whichever occurs first.

The City makes no guarantee as to the actual amount of the Rehab Grant Payments which the Developer shall receive. The Rehab Grant Payments are wholly contingent upon the Developer being and remaining in compliance with the obligations, responsibilities, and covenants of this Agreement. Under no circumstances will the Developer be entitled to, or have a claim of interest in, any remaining amount that may still be payable as a Rehab Grant Payment when the Term of this Agreement ends.

If the City breaches its agreement to provide the Rehab Grant Payments as set forth in this Agreement and fails to cure said breach within sixty (60) days after written notice to the City Clerk, the Developer shall have the right to take any legal or equitable action deemed appropriate to enforce the City's performance obligations under this Agreement. The Maximum Rehab Grant Payment Total is separate from the Maximum Grant Total.

**4. Annual Appropriation.** Each Grant and Rehab Grant Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Grants and Rehab Grant Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year. In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Grants and/or Rehab Grant Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Grants and/or Rehab Grant Payments or to seek damages relative thereto or to compel the funding of such Grants and/or Rehab Grant Payments in future fiscal years. In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the Grants and/or Rehab Grant Payments due and payable in that fiscal year, then: (i) no event of default under this Agreement shall be deemed to have occurred; (ii) the City shall have no further obligation to the Developer for the payment any future Grants and/or Rehab Grant Payments commencing with the Grants and/or Rehab Grant Payments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and (iii) Developer shall be released from all further obligations under this Agreement, commencing upon the date that any Grant and/or Rehab Grant Payment is not paid in full due to the City's exercise of its right of non-appropriation under this section.

**5. Payment Amounts.** Each Grant and/or Rehab Grant Payment shall be in an amount equal to the corresponding Appropriated Amount; provided, however, that each Grant

and/or Rehab Grant Payment shall not exceed the amount of Incremental Property Tax Revenues received by the City from the Carroll County Treasurer attributable to the taxable valuation of the Project or the Existing Building, as applicable.

6. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth above, then the City Clerk will certify by December 1 of each such year to the Carroll County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** This Agreement shall not be amended or assigned without written agreement by all parties hereto; and, if an assignment is requested, then such assignment shall not be unreasonably withheld by either party. However, the City hereby gives its permission that the Developer's rights to receive the Grants and/or Rehab Grant Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City, but no such lender shall be considered a third party beneficiary to the Grants and/or Rehab Grant Payments contemplated under this Agreement and the parties do not intend that any rights in connection with the Grants and/or Rehab Grant Payments be conferred upon any third party as a result of this Agreement.

2. **Successors.** This Agreement shall be binding on the successors and assigns of the Developer.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 30, 2033 or on such earlier date upon which the aggregate sum of the Grants and any Rehab Grant Payments made to the Developer equals the Maximum Grant Payment Total and Maximum Rehab Grant Payment Total, respectively.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **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 City, is addressed to or delivered personally to:

City of Carroll, Iowa  
Attn: City Manager  
112 E 5<sup>th</sup> St  
Carroll, IA 51401



(b) In the case of the Developer, is addressed to or delivered personally to:

Biokinometrics Holdings, LLC and/or DMBA Properties & Consulting, Inc.  
Attn: President  
211 E 4<sup>th</sup> St  
PO Box 276  
Carroll, IA 51401

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

The City and Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

(SEAL)

CITY OF CARROLL, IOWA

By: *Eric P. Jensen*  
Eric P. Jensen, Mayor

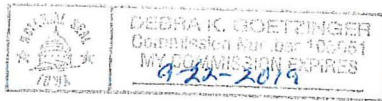
Attest:

*Laura A. Schaefer*  
Laura A. Schaefer, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF CARROLL         )

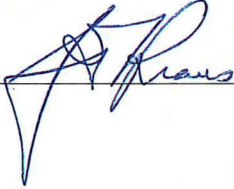
On this 27th day of December, 2016, before me a Notary Public in and for said State, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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



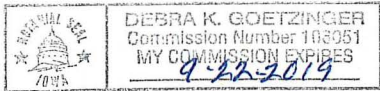
**Developer**

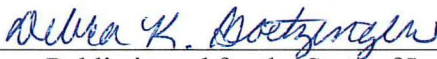
Biokinometrics Holdings, LLC, an  
Iowa limited liability company

By: 

STATE OF IOWA )  
 ) SS  
COUNTY OF CARROLL )

On this 22nd day of December, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Steven Kraus, to me personally known, who, being by me duly sworn, did say that they are the Manager and Authorized Signor of Biokinometrics Holdings, LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said Company; and that the said Steven Kraus as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Company, by them voluntarily executed.



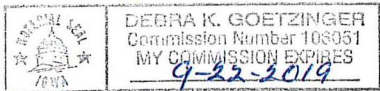
  
Notary Public in and for the State of Iowa

DMBA Properties & Consulting, Inc.,  
an Iowa sub-S corporation

By: 

STATE OF IOWA )  
 ) SS  
COUNTY OF CARROLL )

On this 22nd day of December, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Steven Kraus, to me personally known, who, being by me duly sworn, did say that they are the President and Owner of DMBA Properties & Consulting, Inc., an Iowa sub-S corporation, and that said instrument was signed on behalf of said Corporation; and that the said Steven Kraus as such 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

**Exhibit A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Carroll, County of Carroll, and State of Iowa legally described as follows:

Lots 1, 2, 3, and 4; and the alley between said Lots, 1, 2, and 3, extending from the North Line of Fourth Street to the South line of Fifth Street; all in Block 25, Carroll, Carroll County, Iowa.

B-1



1 SE View



2 NE View

Exhibit B

This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is provided as an instrument of service by the Designer/Architect and is intended for use on this project only. Any reproduction, use, or disclosure of information contained herein without the prior written consent of the Architect is strictly prohibited. © Copyright 2016 by Simonson & Associates Architects, L.L.C.

# BIOKINEMATICS

## Carroll, Iowa

10/18/2016

NORTH

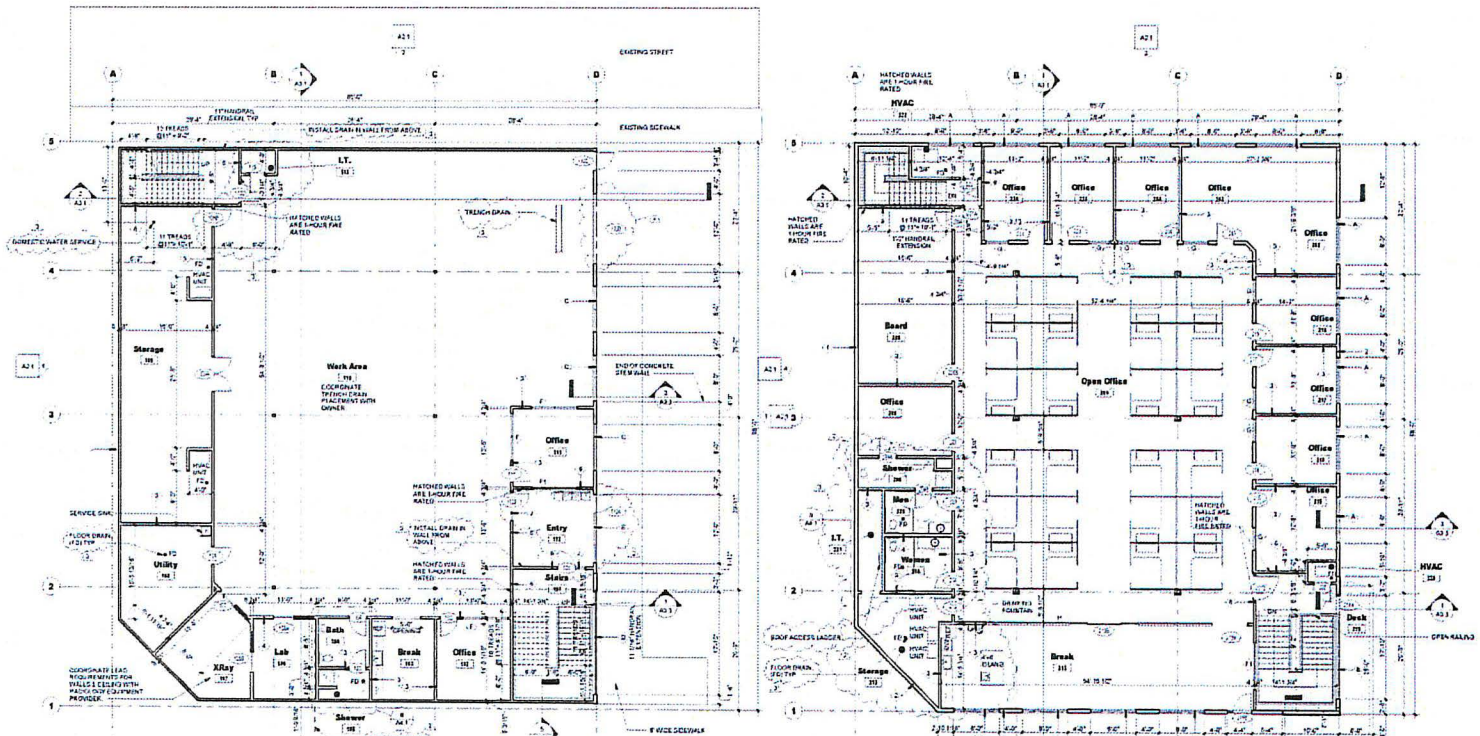


© 11'x17" Sheet  
JOB NO.16085

# simonson

simonson & associates architects llc  
1717 ingsoll avenue suite 117 des moines ia 50309  
phn 515 440 5626 www.simonsonassoc.com





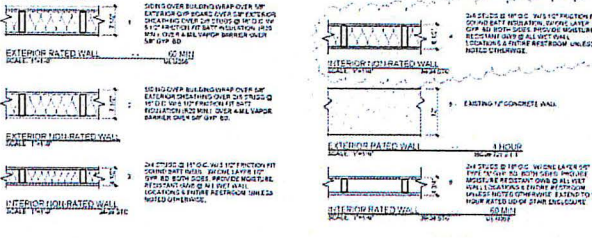
**GENERAL FLOOR PLAN NOTES**

1. REFER TO ADDITIONAL NOTES AND REQUIREMENTS ON ALL OTHER DOCUMENTS AND OTHER DISCIPLINE DOCUMENTS.
2. FINISHINGS ARE TO FACE OF FINISH MATERIAL OR CENTER OF STRUCTURE UNLESS OTHERWISE SPECIFIED.
3. ALL CITY AND FEDERAL AIDS EQUIPMENT SHOWN ON THIS SHEET IS REQUIRED FOR COMPLETION. FINISHES SHALL BE THE UNIFORM FINISHES SPECIFIED IN THE CITY OF CARROLL, IOWA. REFER TO THE CITY OF CARROLL, IOWA SPECIFICATIONS FOR FINISHES AND MATERIALS.
4. ALL CONCRETE FINISHES, FINISHES, ETC. SHALL BE AS SPECIFIED IN THE CITY OF CARROLL, IOWA SPECIFICATIONS FOR FINISHES AND MATERIALS. FINISHES SHALL BE AS SPECIFIED IN THE CITY OF CARROLL, IOWA SPECIFICATIONS FOR FINISHES AND MATERIALS.
5. ALL VERTICAL EXTERIOR WALLS SHALL BE CONSTRUCTED WITH AN ANCHOR BOLT AT THE HEAD OF EACH JOINT AND ANCHOR BOLTS SHALL BE PLACED AT THE HEAD OF EACH JOINT AND ANCHOR BOLTS SHALL BE PLACED AT THE HEAD OF EACH JOINT AND ANCHOR BOLTS SHALL BE PLACED AT THE HEAD OF EACH JOINT.
6. CRACKS SHALL BE AT CONTROL JOINTS AND SHALL NOT BE AT INTERIOR OR EXTERIOR CORNERS OR JOINTS.
7. PROVIDE OVER HEAD WATER PRESSURE TRANSDUCER SYSTEM TO MONITOR WATER PRESSURE IN THE SYSTEM. TRANSDUCER SHALL BE INSTALLED IN THE SYSTEM. TRANSDUCER SHALL BE INSTALLED IN THE SYSTEM.
8. PROVIDE OVER HEAD WATER PRESSURE TRANSDUCER SYSTEM TO MONITOR WATER PRESSURE IN THE SYSTEM. TRANSDUCER SHALL BE INSTALLED IN THE SYSTEM. TRANSDUCER SHALL BE INSTALLED IN THE SYSTEM.
9. INSTALL WASTEWATER SYSTEM AS SHOWN. DO NOT LIMIT TO UNDERLAIN PIPE THROUGH ROOF VENTILATION, ETC.

**WALL TYPE NOTES**

1. REFER TO STRUCTURAL NOTES AND REQUIREMENTS ON ALL OTHER DOCUMENTS AND OTHER DISCIPLINE DOCUMENTS.
2. ALL OUTSIDE WALLS SHALL BE FINISHED WITH FINISHES AND FINISHES SHALL BE AS SPECIFIED IN THE CITY OF CARROLL, IOWA SPECIFICATIONS FOR FINISHES AND MATERIALS.
3. PROVIDE VERTICAL AND HORIZONTAL EXPANSION JOINTS AS REQUIRED TO PREVENT CRACKING. THE TYPE OF JOINTS TO BE USED SHALL BE AS SPECIFIED IN THE CITY OF CARROLL, IOWA SPECIFICATIONS FOR FINISHES AND MATERIALS.
4. PROVIDE ANCHOR BOLTS AS REQUIRED FOR ALL JOINTS. ANCHOR BOLTS SHALL BE PLACED AT THE HEAD OF EACH JOINT AND ANCHOR BOLTS SHALL BE PLACED AT THE HEAD OF EACH JOINT.
5. PROVIDE OVER HEAD WATER PRESSURE TRANSDUCER SYSTEM TO MONITOR WATER PRESSURE IN THE SYSTEM. TRANSDUCER SHALL BE INSTALLED IN THE SYSTEM. TRANSDUCER SHALL BE INSTALLED IN THE SYSTEM.

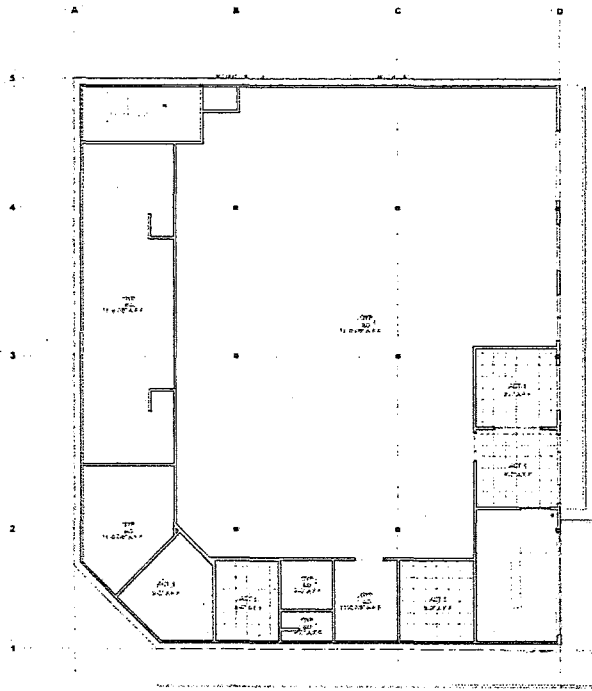
**WALL TYPE LEGEND**



**simonson**  
 ARCHITECTURE & ENGINEERING  
 211 East 4th St.  
 Carroll, Iowa

**BIOKINEMATICS**  
 211 East 4th St.  
 Carroll, Iowa

**A1.1**



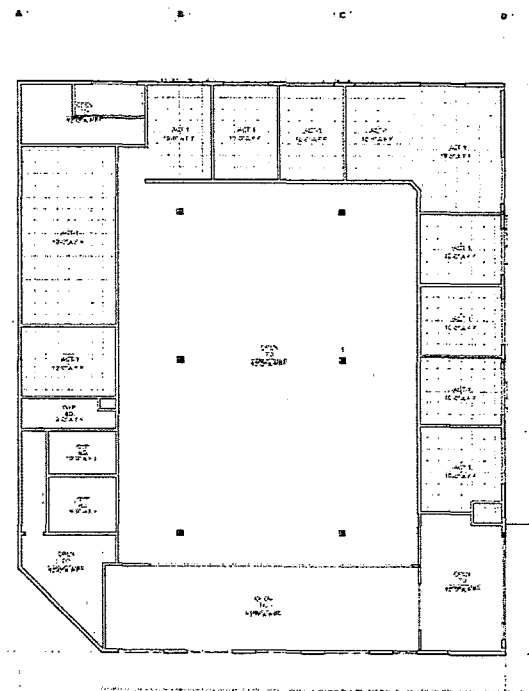
**NORTH**  
**LOWER LEVEL REFLECTIVE CEILING PLAN**  
 12'0" x 14'0"

**GENERAL REFLECTIVE CEILING NOTES**

1. REFLECTIVE CEILING PANELS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. REFLECTIVE CEILING PANELS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. VERIFY THE LOCATION OF ALL LIGHT FIXTURES AND THE REFLECTIVE CEILING PANELS BEFORE INSTALLATION.
4. PROVIDE A 1/2" GAP BETWEEN ALL REFLECTIVE CEILING PANELS AND THE WALLS.

**CEILING LEGEND**

- REFLECTIVE CEILING PANEL
- REFLECTIVE CEILING PANEL
- REFLECTIVE CEILING PANEL
- REFLECTIVE CEILING PANEL



**NORTH**  
**UPPER LEVEL REFLECTIVE CEILING PLAN**  
 12'0" x 14'0"

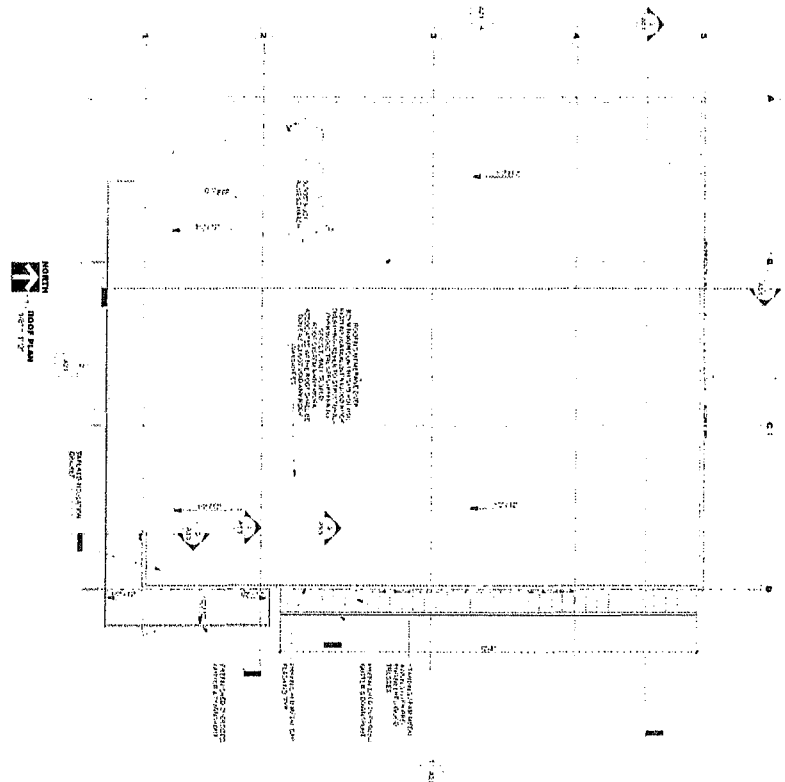
**SIMONSON**  
 ENGINEERS & ARCHITECTS  
 1000 UNIVERSITY AVENUE, SUITE 100  
 CARROLL, IOWA 51401

**BIOKINEMATICS**  
 211 East 4th St.  
 Carroll, Iowa

PROJECT: BIOKINEMATICS  
 SHEET: REFLECTED CEILING PLANS  
 DATE: 10/20/2010  
 DRAWN BY: TMO  
 CHECKED BY: TMO

**A1.2**





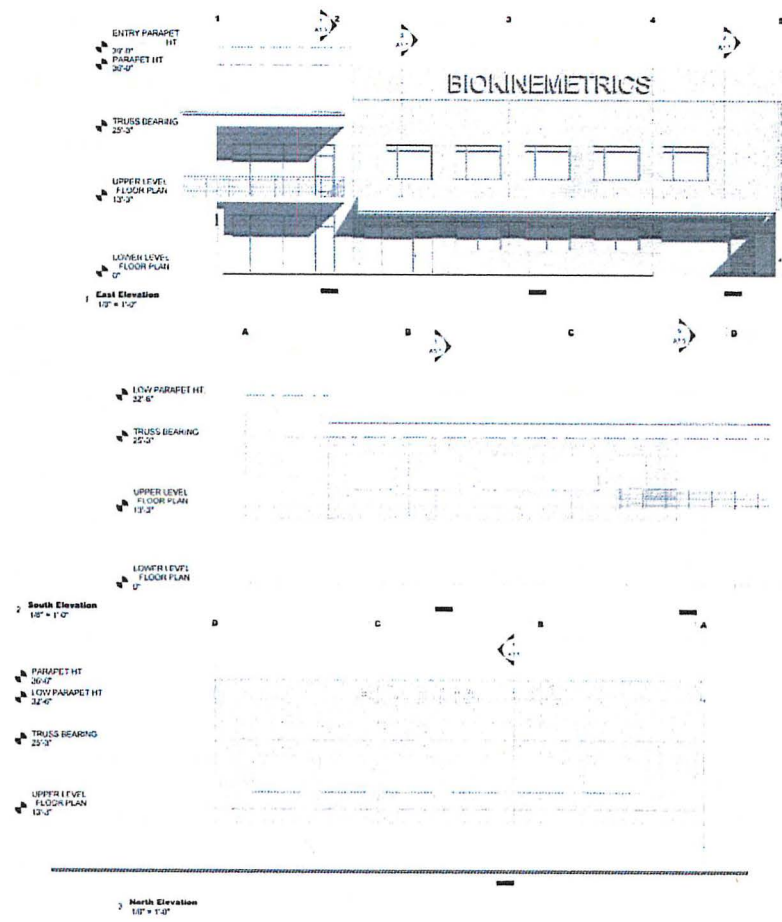
**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING WORK.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
15. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
17. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING WORK.
19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
20. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
21. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
23. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING WORK.
25. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
26. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
27. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
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100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.

**simonson**  
simonson & associates architects llc  
1000 10th Street, SE  
Carroll, IA 51401  
Phone: 712.339.1111  
Fax: 712.339.1112  
www.simonsonarchitects.com

**BIOKINEMATICS**  
211 East 4th St.  
Carroll, Iowa

Project: BIOKINEMATICS  
Sheet: ROOF PLAN  
Date: 11/13/13  
Scale: 1/8" = 1'-0"



**GENERAL EXT. ELEVATION NOTES**

- 1 REFER TO ADDITIONAL NOTES AND REQUIREMENTS ON ALL OTHER DOCUMENTS AND OTHER SPECIFICATIONS TO DRAWINGS.
- 2 ALL FINANCIAL FRAMINGWORK BETWEEN DIFFERENT MATERIALS SHALL BE FLASHED CONTIGUOUS FROM OUTSIDE TO INSIDE UNDER MATERIALS AND FLASHING TO EXTERIOR FACE OF LOWER MATERIAL.
- 3 ANY FINISHES OR FINISH METHODS SHALL BE SHOWN IN MATERIALS AND FLASHING TO ADJACENT COMPONENTS OR OTHER SIMILAR LOCATIONS.
- 4 INSTALL VERTICAL FINISHING JOINTS MINIMAL AT CEILING/ROOF LINE AND AT THE HEAD OF EIGHT JAMB OPENINGS ON ALL OTHER FINISHES TO PROVIDE FINISHES TO BE FINISHED TO THE FINISH LINE TO REDUCE STRESS CONCENTRATIONS AND TO PROVIDE A FINISH LINE AT JAMB FINISH LINE.
- 5 CASE & SEAL ALL TRANSITION/CONTRAST EXPANSION AT ALL EXTERIOR JOINTS.
- 6 INSULATE AND SEAL TO INSURE AGAINST AIR INFILTRATION UNDER ADOPTED EXTERIOR PENETRATIONS TO PREVENT WATER AND HUMIDITY FROM INFILTRATING.
- 7 ADDRESS SHALL BE PROVIDED ON STREET SIDE OF BUILDING AND PAINTED IN SOLID COLOR TO MATCH SURROUNDING ENVIRONMENT. CONTINUED COLOR NUMBER WITH MINIMUM 1/2\"/>
- 8 IF ANY SPACING OR SIGN IS TO BE SHOWN IT IS FOR REFERENCE ONLY. FINAL SIGNING AND/OR FINISHES SHALL BE DETERMINED WITH APPROVED SIGNAGE PERMITS.

**EXTERIOR MATERIAL LEGEND**

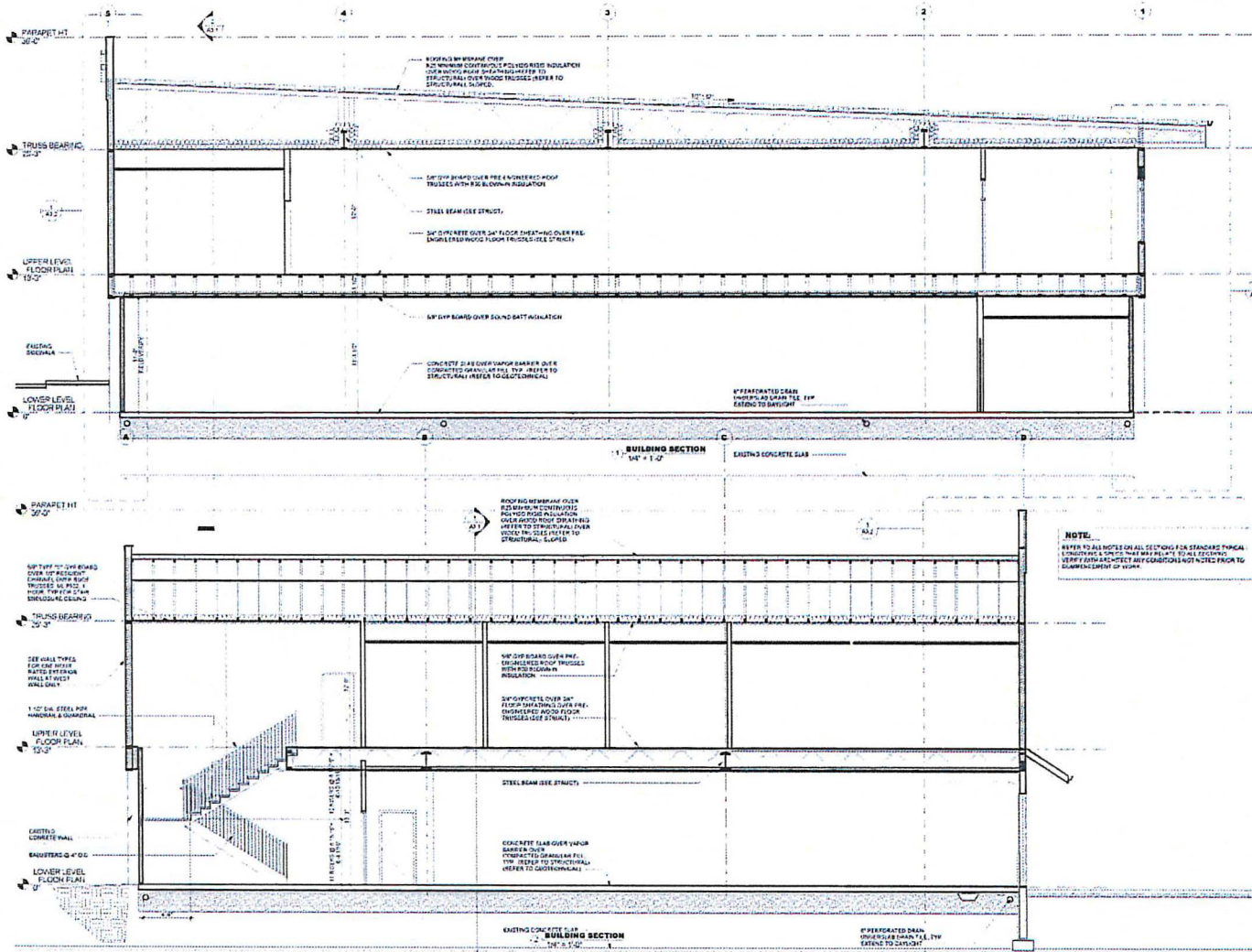
MAT. LABEL	MATERIAL DESCRIPTION
	METAL, BRASS/BRONZE & STAINLESS: PAINTED TO MATCH ADJACENT TO PANEL COLOR.
	DIFFERENT PANEL COLORS: METAL AND FINISHES SHALL BE CLEAR FINISHES PROVIDING SUFFICIENT TRANSPARENCY. METAL FINISHES TO MATCH ADJACENT MATERIALS.
	PAINTS & FINISHES: METAL FINISHES TO MATCH COLOR OF COLOR COORDINATED. METAL FINISHES TO MATCH COLOR OF COLOR COORDINATED. METAL FINISHES TO MATCH COLOR OF COLOR COORDINATED.
	CONCRETE: CONCRETE, FLECK, STAIN, POLISHED, FINISHES SAFETY YELLOW.

**simonson**  
 SIMONSON & BASTIEN ARCHITECTS LLC  
 211 East 4th St.  
 Carroll, Iowa 51401  
 P: 562-3411  
 F: 562-3412  
 www.simonsonarch.com

**BIONINOMETRICS**  
 211 East 4th St.  
 Carroll, Iowa

Job No. 18083  
 Date: 11/17/2023  
 Project: BIONINOMETRICS  
 Drawing Title: EXTERIOR ELEVATIONS  
 Drawing No: A2.1

B-6



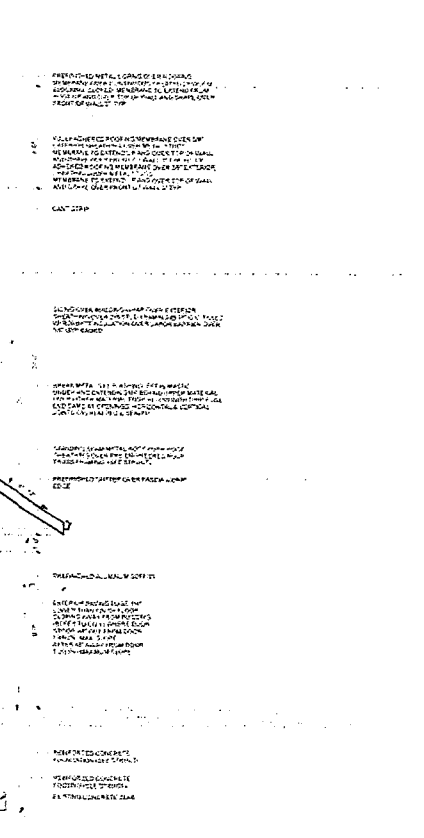
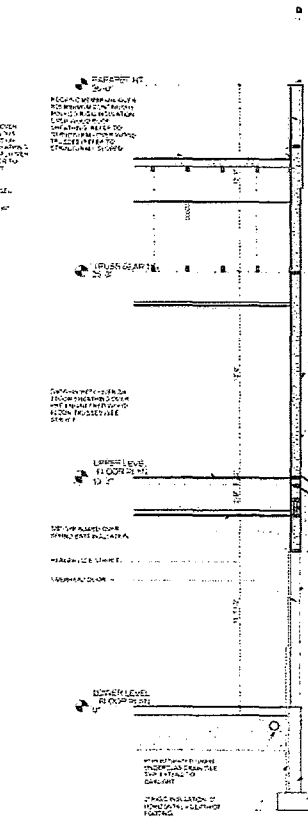
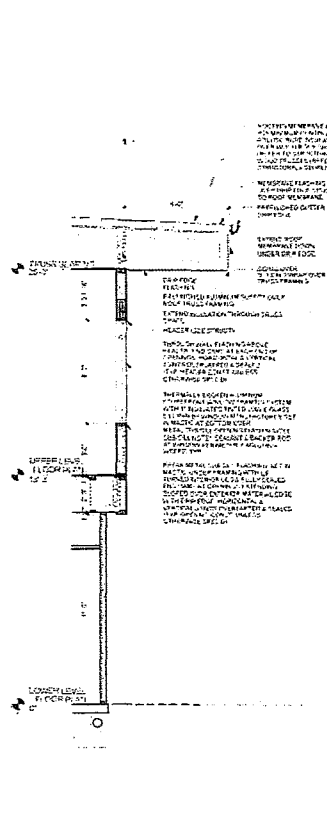
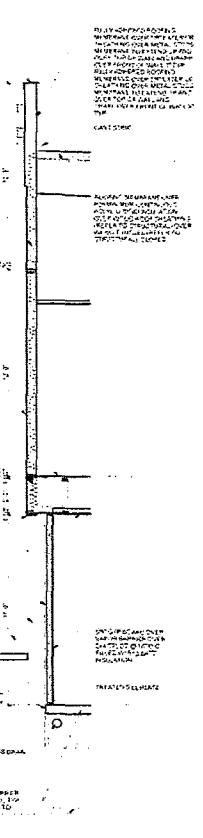
**simonson**  
 SIMONSON & ASSOCIATES ARCHITECTS, LLC  
 1015 WEST 12TH AVENUE, SUITE 200  
 DENVER, CO 80202  
 TEL: 303.733.1234 FAX: 303.733.1235  
 WWW.SIMONSONARCH.COM

**BIOKINEMATICS**  
 211 East 4th St.  
 Carroll, Iowa

DATE: 10/15/14  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 PROJECT NO: 1400000000  
 SHEET NO: B-7  
 1/8" = 1'-0"  
 BUILDING SECTIONS  
 Sheet No: **A3.1**

B-7

1. ALL WALLS SHALL BE CONSTRUCTION OF 12" CMU WITH INTERIOR FINISHES TO MATCH EXISTING WALLS TO BE RECONSTRUCTED. ALL WALLS SHALL BE CONSTRUCTION OF 12" CMU WITH INTERIOR FINISHES TO MATCH EXISTING WALLS TO BE RECONSTRUCTED. ALL WALLS SHALL BE CONSTRUCTION OF 12" CMU WITH INTERIOR FINISHES TO MATCH EXISTING WALLS TO BE RECONSTRUCTED.



**NOTE:**  
 REFER TO ALL OTHER DRAWINGS FOR DIMENSIONS AND MATERIALS. ALL WALLS SHALL BE CONSTRUCTION OF 12" CMU WITH INTERIOR FINISHES TO MATCH EXISTING WALLS TO BE RECONSTRUCTED. ALL WALLS SHALL BE CONSTRUCTION OF 12" CMU WITH INTERIOR FINISHES TO MATCH EXISTING WALLS TO BE RECONSTRUCTED.

**BIOKINEMATICS**  
 211 East 4th St.  
 Carroll, Iowa

**simonson**  
 ARCHITECTS & ENGINEERS  
 1015 13th Street, NE  
 Des Moines, IA 50319  
 515.281.2222

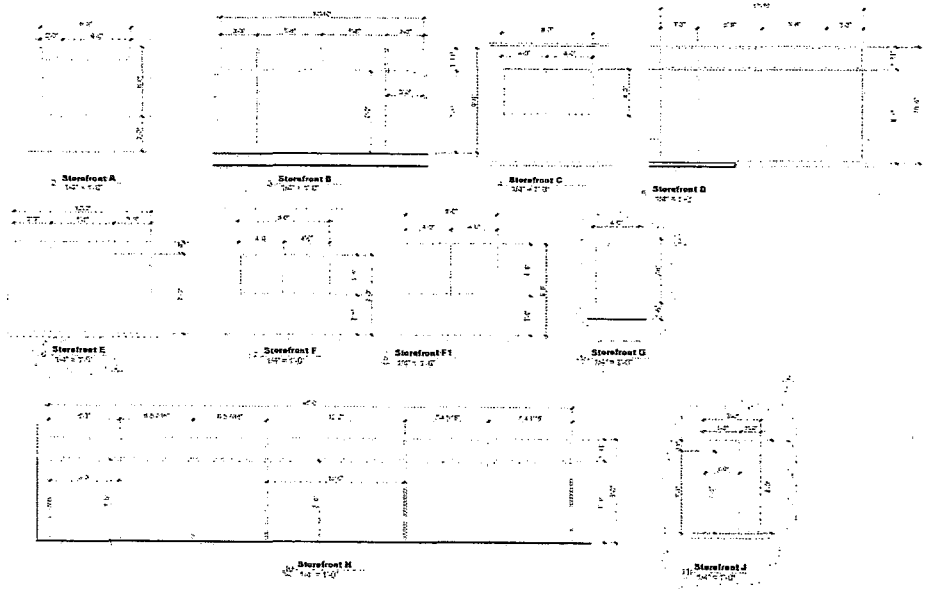
Project No. 13-001  
 Date: 12/15/13  
 Scale: 1/8" = 1'-0"  
 Sheet No. A3.2  
 Total Sheets: 13





**DOOR & FRAME SCHEDULE**

ROOM	DOOR NUMBER	ROOM	TYPE	FINISH	GLASS	OPERATION	SWITCH	LOCKING
101	101	101	101	101	101	101	101	101
102	102	102	102	102	102	102	102	102
103	103	103	103	103	103	103	103	103
104	104	104	104	104	104	104	104	104
105	105	105	105	105	105	105	105	105
106	106	106	106	106	106	106	106	106
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110	110	110	110	110	110	110	110	110
111	111	111	111	111	111	111	111	111
112	112	112	112	112	112	112	112	112
113	113	113	113	113	113	113	113	113
114	114	114	114	114	114	114	114	114
115	115	115	115	115	115	115	115	115
116	116	116	116	116	116	116	116	116
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119	119	119	119	119	119	119	119	119
120	120	120	120	120	120	120	120	120
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148	148	148	148	148	148	148	148	148
149	149	149	149	149	149	149	149	149
150	150	150	150	150	150	150	150	150



**GENERAL DOOR & FRAME NOTES**

1. ALL DOORS TO BE SET IN RECESSED FRAME UNLESS OTHERWISE NOTED.
2. ALL DOORS TO BE SET IN RECESSED FRAME UNLESS OTHERWISE NOTED.
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**GENERAL STOREFRONT NOTES**

1. ALL STOREFRONTS TO BE SET IN RECESSED FRAME UNLESS OTHERWISE NOTED.
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**simonson**

BIOKINEMATICS

211 East 4th St.  
Carroll, Iowa

B-11

DOOR & FINISH SCHEDULES

A6.1

**EXHIBIT C**

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

WHEREAS, the City of Carroll, Iowa (the "City") and Biokinometrics Holdings, LLC, an Iowa Limited Liability Company DMBA Properties & Consulting, Inc., an Iowa Sub-S Corporation (collectively the "Developer") did on or about the \_\_\_ day of \_\_\_\_\_, 2017, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"); and

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BIOKINEMATRICS HOLDINGS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

DMBA PROPERTIES & CONSULTING, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager

**FROM:** Laura A. Schaefer, Finance Director/City Clerk

**DATE:** November 7, 2023

**SUBJECT:** BTC, Inc. (Western Iowa Networks)

- Annual Tax Increment Finance Appropriations Resolution for FY 2025

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

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

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

The developer has certified completion of the construction of the building, construction and installation of the underground storm water improvements and a monthly average employment of at least 23 full-time equivalent employees, as required by the agreement.

On October 13, City staff requested from the developer additional information to confirm the jobs created. On October 16, Kevin Skinner, BTC, Inc. CFO, provided a payroll report which shows the employees with hours worked during the pay dates 11/14/2022 to 10/16/2023.

The attached resolution appropriates the tax increment finance (TIF) revenue to be collected in FY 2025 related to this project to be paid to the developer and to account for this in the FY 2025 budget. FY 2025 is the second year of annual appropriations.

**RECOMMENDATION:** Council consideration and approval of the resolution obligating funds from the Westfield Urban Renewal Tax Revenue Fund for appropriation of the payment of the tax increment grant to BTC, Inc. for FY 2025.

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

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

WHEREAS, the City of Carroll, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted a Westfield Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, the City has agreed to make semi-annual payments which shall come due in the fiscal year beginning July 1, 2023, under the Development Agreement dated October 12, 2020 (the “Agreement”) between the City and BTC, Inc., equal in amount to 1/6 of the public improvement costs (\$172,394.12) of the Incremental Property Tax Revenues (as such term is defined in the Agreement) received by the City during such fiscal year in respect of the Project (as such term is defined in the Agreement) (the “Annual Semi-Payment”), up to the amount of the Maximum Grant Total described in the Agreement; and

WHEREAS, the Development Agreement requires the Developer to retain a monthly average of at least 23 full-time equivalent employees. On October 16, 2023, the Developer certified a monthly average of at least 23 full-time equivalent employees (see attached Exhibit E); and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Increment Revenue Fund in the fiscal year beginning July 1, 2024; and

WHEREAS, the City Clerk is directed to certify the amount obligated for appropriation to the Annual Payment, funds anticipated to be received in the Urban Renewal Tax Revenue Fund, to the County Auditor by December 1, 2023, of debt payable from the Urban Renewal Tax Increment Revenue Fund in the amount of \$57,464.71.

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

Section 1. The City Council hereby obligates a portion of the said Incremental Property Tax Revenues so received as described in the preambles hereof for appropriation from the Urban Renewal Tax Revenue Fund to the Semi-Annual Payment in the fiscal year beginning July 1, 2024.

Section 2. The City Clerk is hereby directed to certify the amount obligated for appropriation in Section 1 above, on the City's December 1, 2023 certification of debt payable from the Urban Renewal Tax Increment Revenue Fund and to reflect such amount in the City's budget for the next succeeding fiscal year.

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

PASSED AND APPROVED this 13th day of November, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

---

Mark E. Beardmore, Mayor

Attest:

---

Laura A. Schaefer, City Clerk

EXHIBIT E  
DEVELOPER ANNUAL CERTIFICATION

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

BTC, Inc. (the “Developer”) certifies the following:

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

- (i) All ad valorem taxes on the Development Property in the Westfield Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Developer Annual Certification are proof of payment of said taxes;
- (ii) The Minimum Improvements were first fully assessed on January 1, 2023, at a full assessment value of \$5,361,360, and are currently assessed at \$5,361,360;
- (iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 2023 and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 2023	<u>30</u>	April 1, 2023	<u>30</u>
September 1, 2023	<u>30</u>	March 1, 2023	<u>31</u>
August 1, 2023	<u>31</u>	February 1, 2023	<u>32</u>
July 1, 2023	<u>29</u>	January 1, 2023	<u>32</u>
June 1, 2023	<u>29</u>	December 1, 2022	<u>31</u>
May 1, 2023	<u>28</u>	November 1, 2022	<u>31</u>

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

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

Signed this 16<sup>th</sup> day of October, 2023.

BTC, INC.

By: 

Print Name: Jeff Roiland

Its: CEO

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

BTC, INC.

October 12, 2020

AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

## ARTICLE I. DEFINITIONS

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

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

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

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

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

Commencement Date means the date of this Agreement.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

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

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

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

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

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

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

Section 3.4. Certificates of Completion.

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

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

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

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

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

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

Section 3.6. No Special Legal Entitlements to Public Improvements.

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

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

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

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

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

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

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

## ARTICLE IV. INSURANCE

### Section 4.1. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V. FURTHER COVENANTS OF DEVELOPER



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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

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

#### ARTICLE VII. ECONOMIC DEVELOPMENT GRANTS

##### Section 7.1. Economic Development Grants.

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

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

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

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

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

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

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

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

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

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

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

Section 7.3. Source of Grant Funds Limited.

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

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

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

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

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

#### ARTICLE VIII. RESERVED

#### ARTICLE IX. INDEMNIFICATION

##### Section 9.1. Release and Indemnification Covenants.

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

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

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

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

#### ARTICLE X. REMEDIES

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

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

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

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

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

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

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

g. Developer shall:

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

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

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

or

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

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

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

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

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

b. The City may terminate this Agreement;

c. The City may withhold the Certificates of Completion;

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

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

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



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

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

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

#### ARTICLE XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

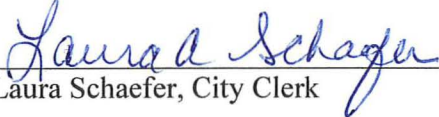
*[Signatures start on the next page]*

(SEAL)

CITY OF CARROLL, IOWA

By:   
Eric Jensen, Mayor

ATTEST:

By:   
Laura Schaefer, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF CARROLL )

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

  
Notary Public in and for the State of Iowa



BTC, INC.,  
an Iowa for profit company

By:   
Jeff Roiland, CEO

STATE OF Iowa )  
 ) SS  
COUNTY OF Carroll )

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


  
Notary Public in and for the State of Iowa



EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as follows:

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

Parcel No. 06-14-376-003

## EXHIBIT B-1

### MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

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

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

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

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

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

EXHIBIT B-2  
(7 pages)

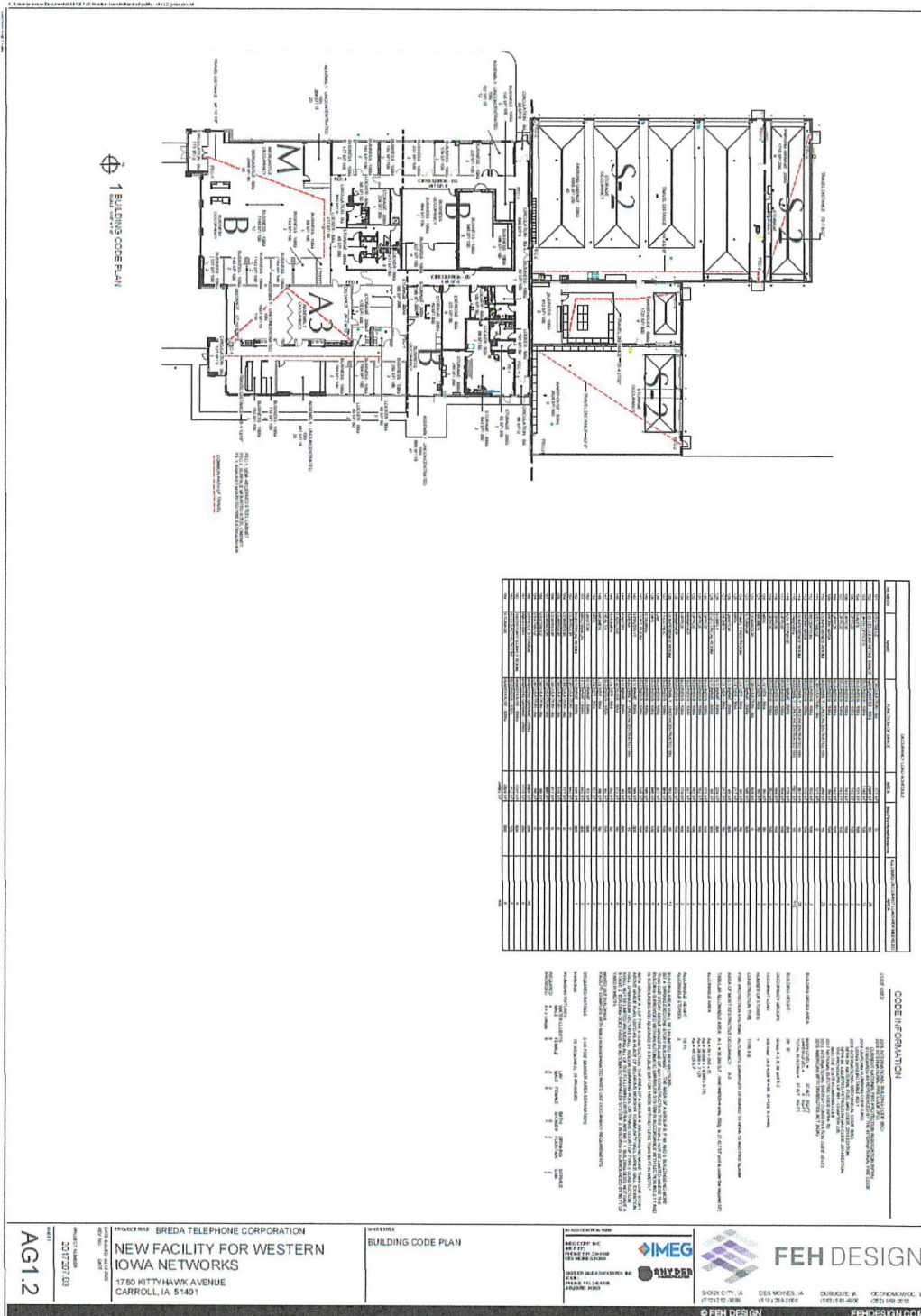
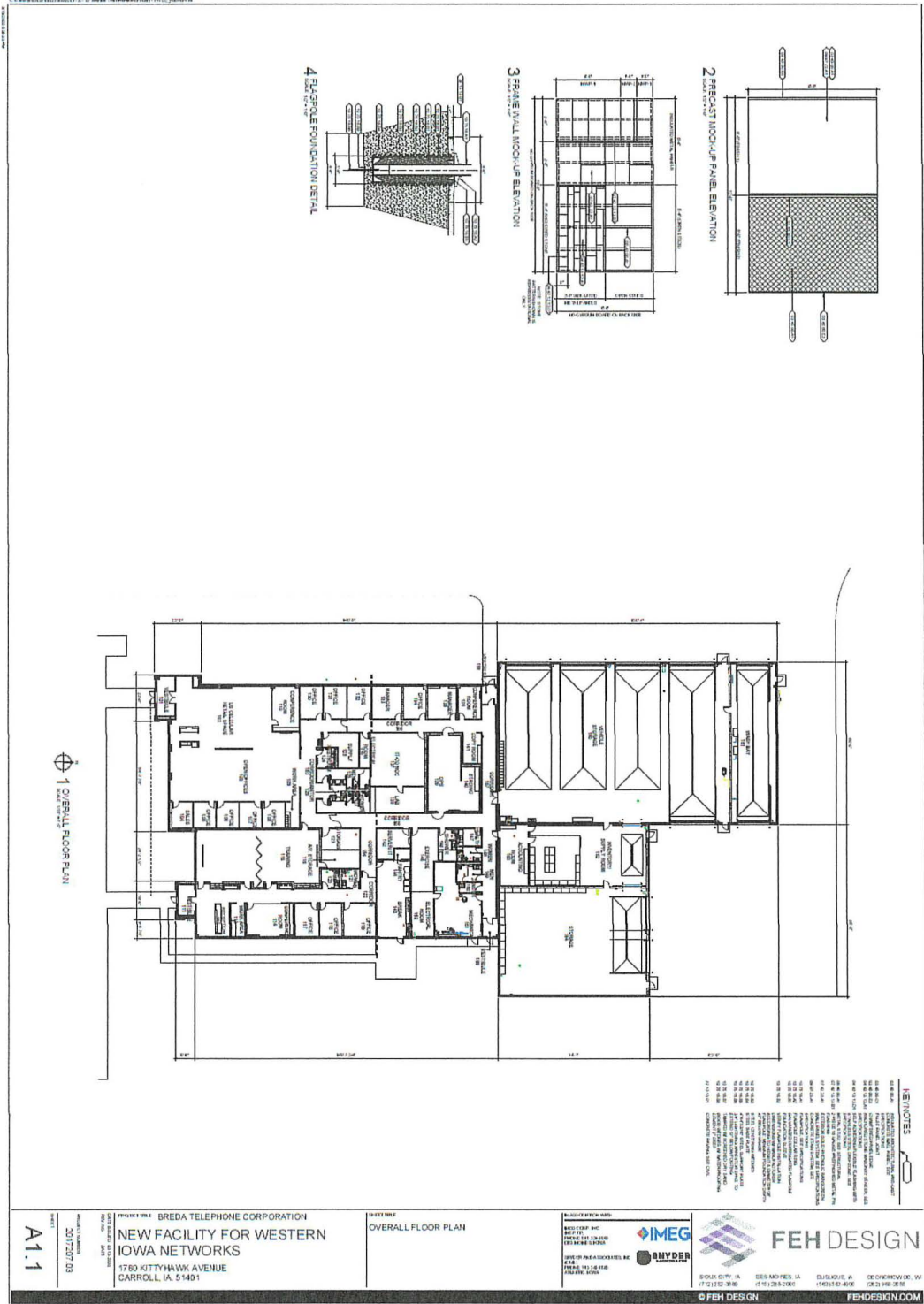


EXHIBIT B-2 (cont.)



A1.1  
DATE: 03/27/2013  
SCALE: AS SHOWN

BREDA TELEPHONE CORPORATION  
NEW FACILITY FOR WESTERN  
IOWA NETWORKS  
1780 KITTYHAWK AVENUE  
CARROLL, IA 51401

OVERALL FLOOR PLAN

DESIGNED BY: MEAD & ASSOCIATES, INC.  
DRAWN BY: JEFFREY A. WILSON  
CHECKED BY: JEFFREY A. WILSON  
DATE: 03/27/2013

**FEH DESIGN**  
 BOULDER CITY, IA    DES MOINES, IA    CURIAQUE, IA    OKMUKWOC, WI  
 51501-1000    50312-0000    51501-0000    53002-0000  
 © FEH DESIGN    FEHDESIGN.COM

**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. REFER TO THE GENERAL NOTES FOR MATERIALS AND FINISHES.
3. REFER TO THE STRUCTURAL DRAWINGS FOR ALL STRUCTURAL REQUIREMENTS.
4. REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL MECHANICAL AND ELECTRICAL REQUIREMENTS.
5. REFER TO THE PLUMBING DRAWINGS FOR ALL PLUMBING REQUIREMENTS.
6. REFER TO THE CIVIL DRAWINGS FOR ALL CIVIL REQUIREMENTS.
7. REFER TO THE LANDSCAPE ARCHITECTURE DRAWINGS FOR ALL LANDSCAPE ARCHITECTURE REQUIREMENTS.
8. REFER TO THE SITE PLAN FOR ALL SITE PLAN REQUIREMENTS.
9. REFER TO THE UTILITY DRAWINGS FOR ALL UTILITY REQUIREMENTS.
10. REFER TO THE CONSTRUCTION SPECIFICATIONS FOR ALL CONSTRUCTION SPECIFICATIONS REQUIREMENTS.



EXHIBIT B-2 (cont.)

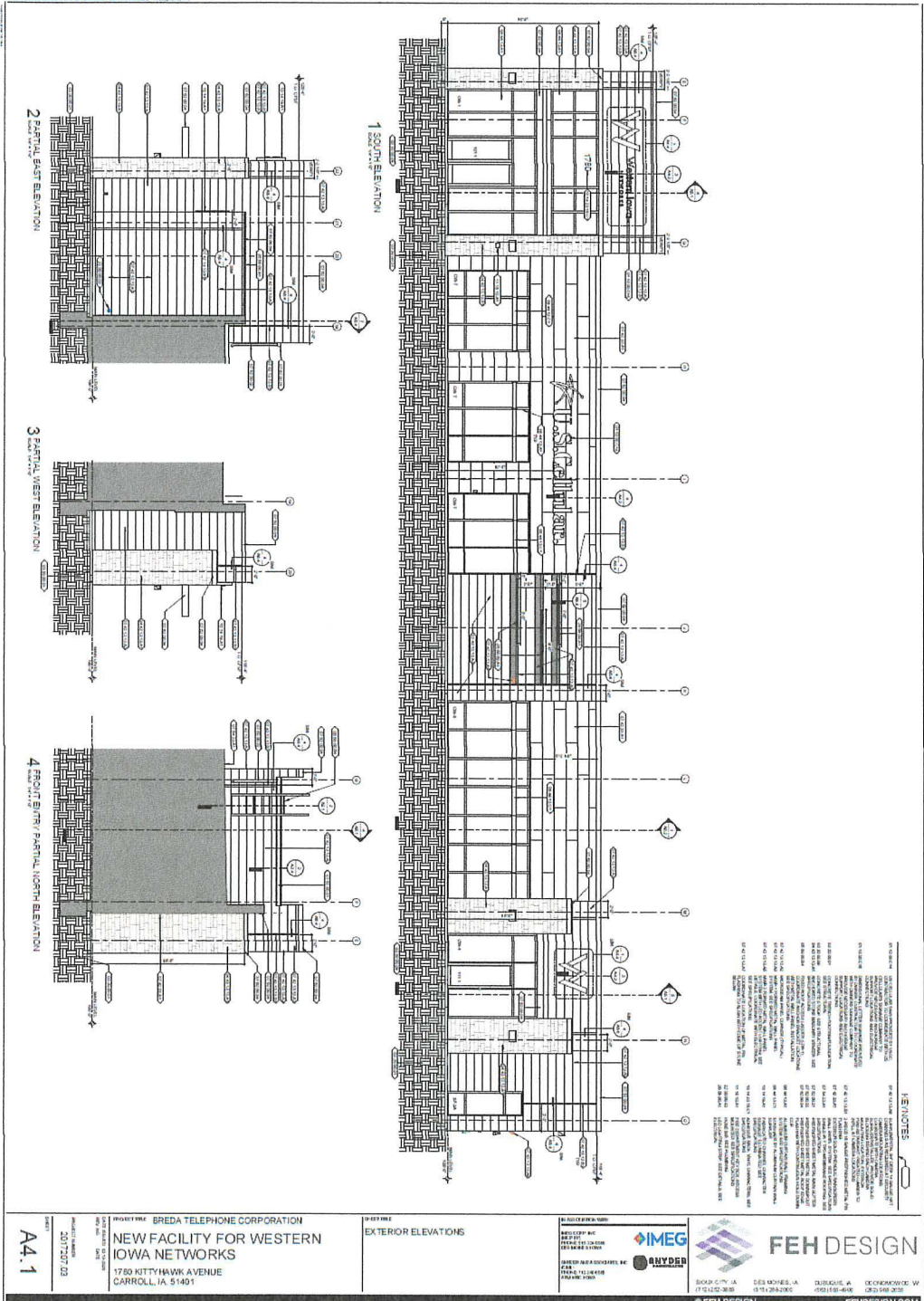


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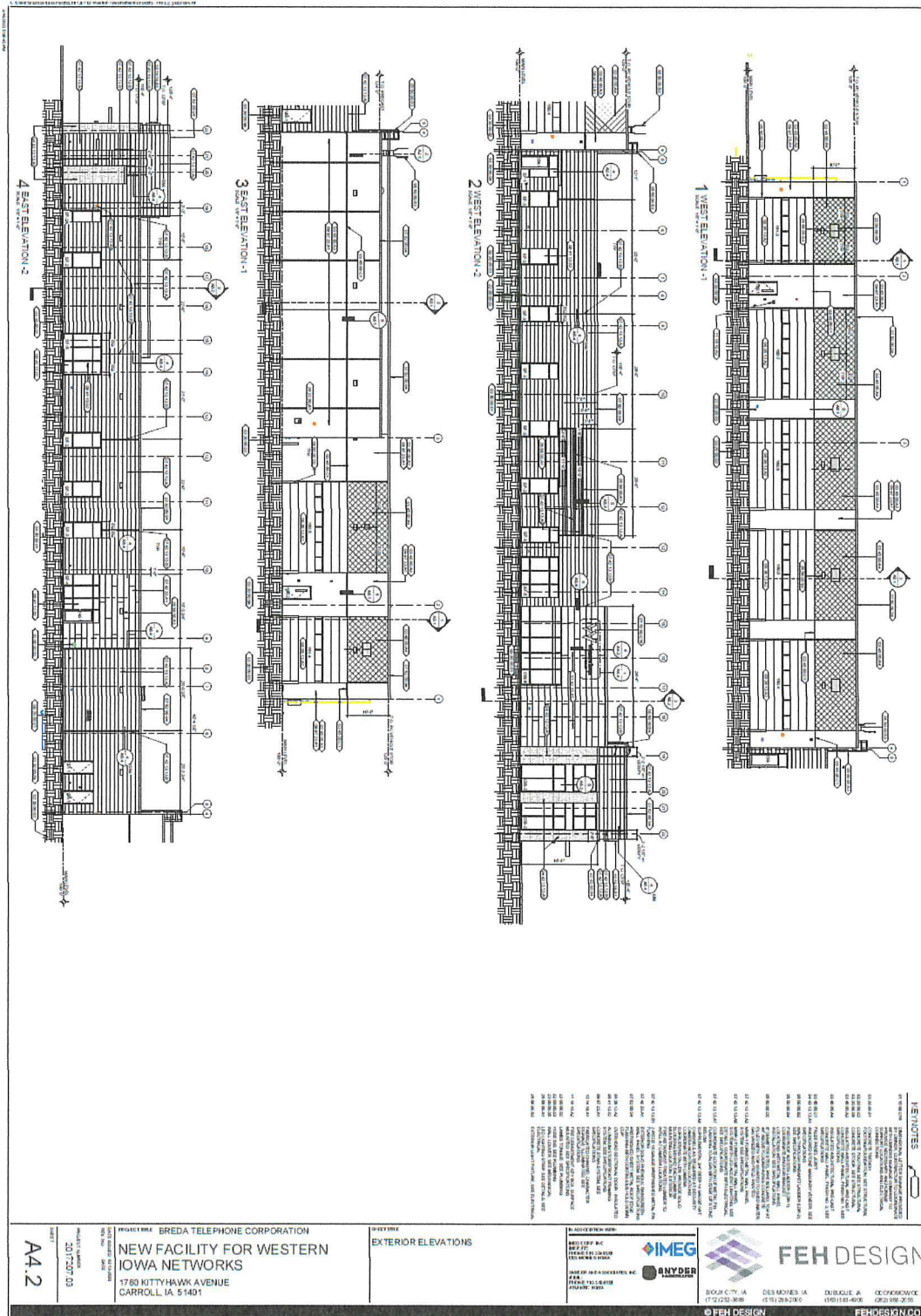


EXHIBIT B-2 (cont.)

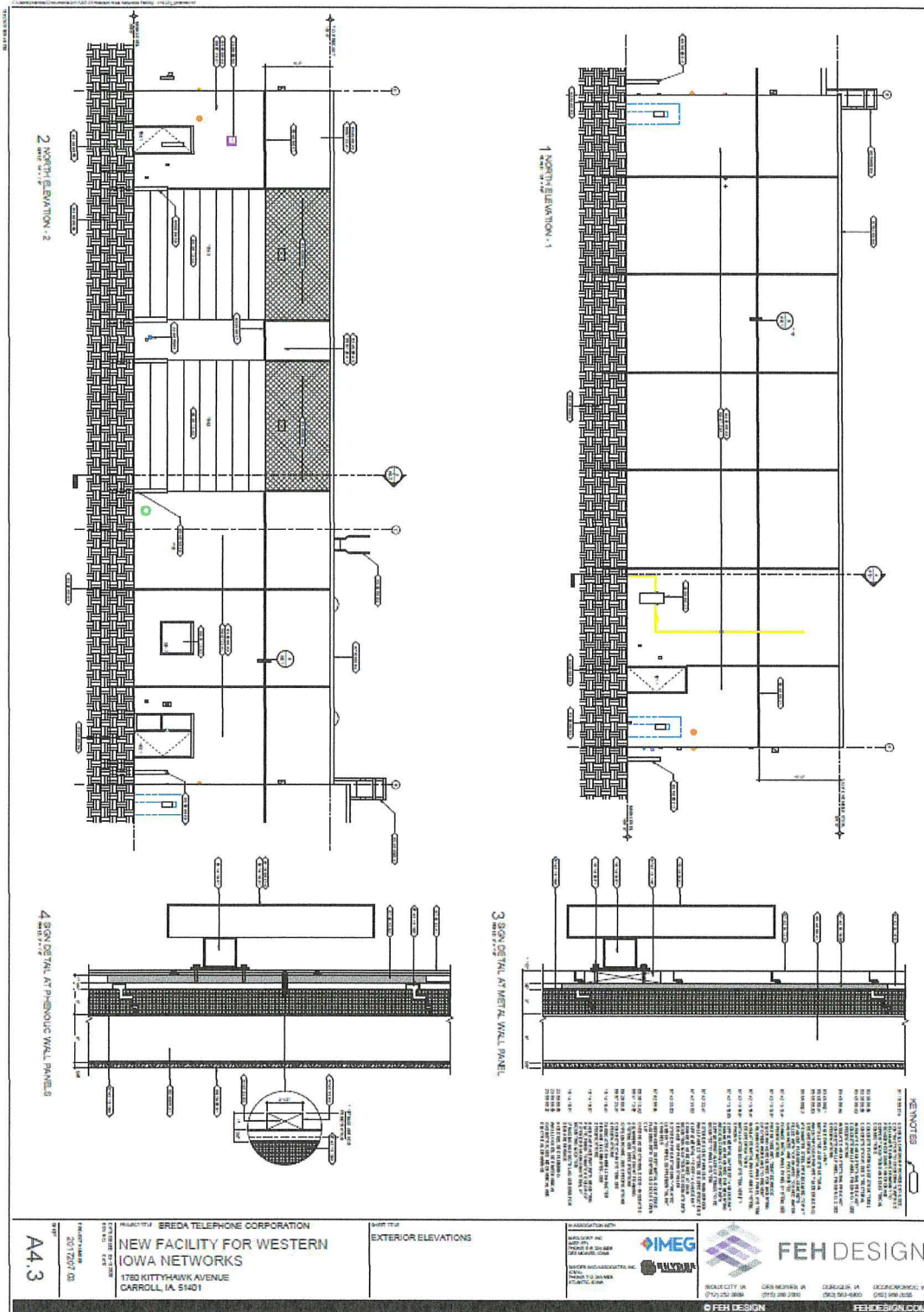


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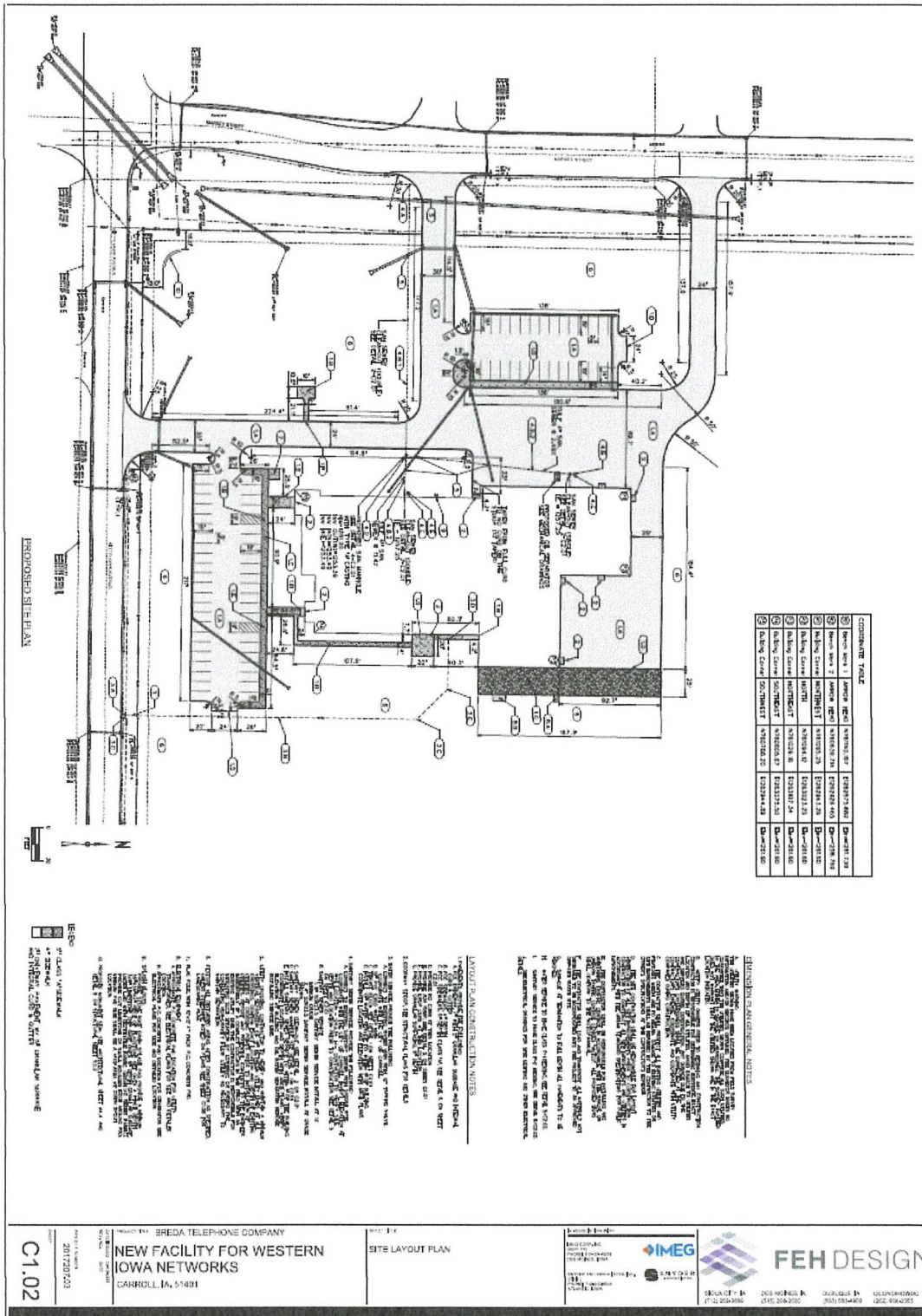


EXHIBIT B-2 (cont.)

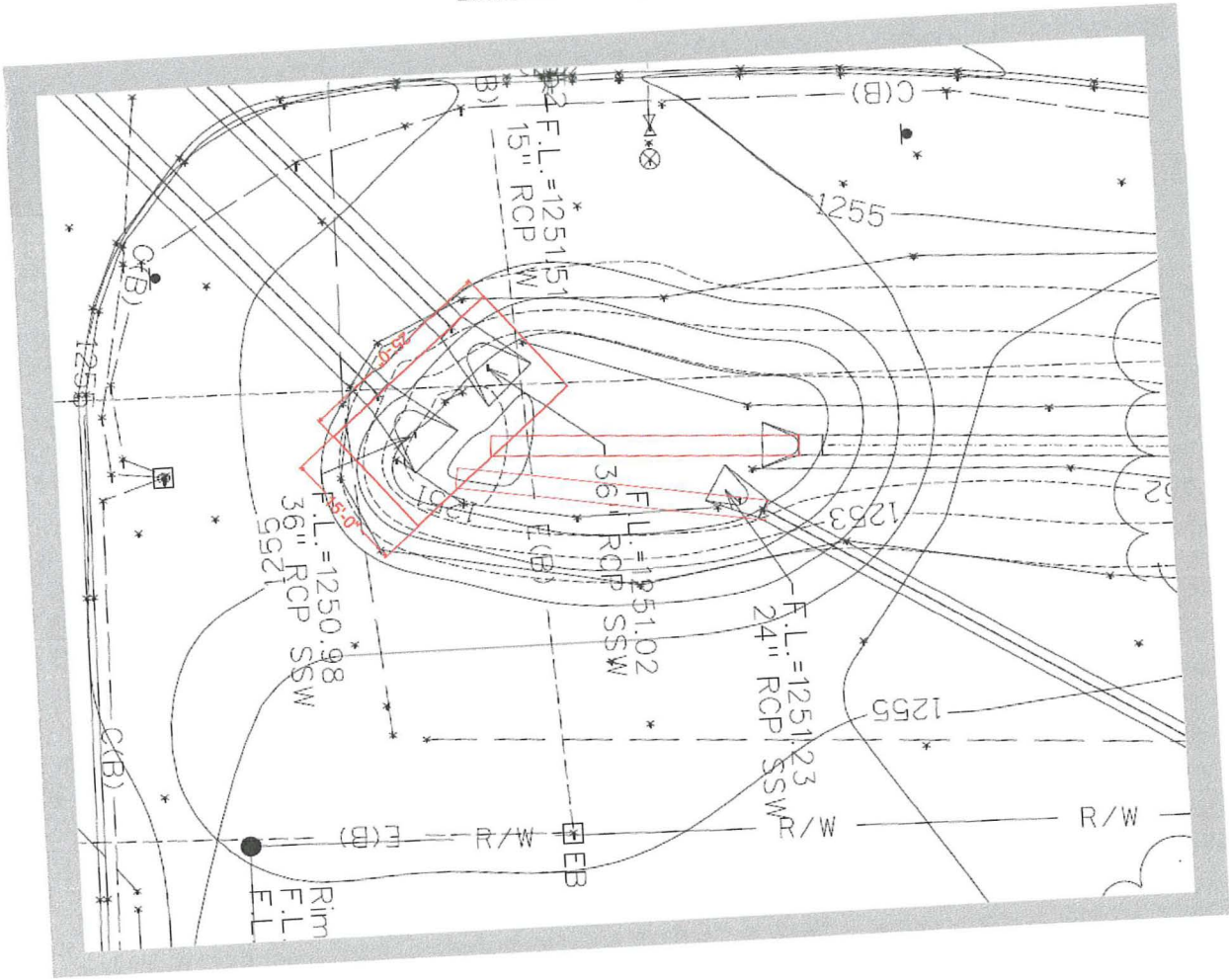


EXHIBIT C-1  
CERTIFICATE OF COMPLETION  
MINIMUM IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the “Development Property”); and

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

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

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

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

*[Signatures Start on Next Page]*

(SEAL)

CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric Jensen, Mayor

ATTEST:

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

STATE OF IOWA                    )  
  ) SS  
COUNTY OF CARROLL            )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion for Minimum Improvements]*

EXHIBIT C-2  
CERTIFICATE OF COMPLETION  
PUBLIC IMPROVEMENTS

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

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

Parcel No. 06-14-376-003

(the “Development Property”); and

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

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

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

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

*[Signatures Start on Next Page]*



(SEAL)

CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric Jensen, Mayor

ATTEST:

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

STATE OF IOWA                    )  
  ) SS  
COUNTY OF CARROLL            )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion for Public Improvements]*

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



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

EXHIBIT D  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

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

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

Parcel No. 06-14-376-003

(the "Development Property"); and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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


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

(SEAL)

CITY OF CARROLL, IOWA

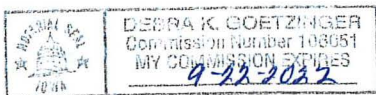
By:   
Eric Jensen, Mayor

ATTEST:

By:   
Laura Schaefer, City Clerk

STATE OF IOWA                     )  
  ) SS  
COUNTY OF CARROLL         )

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



  
Notary Public in and for the State of Iowa


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

BTC, INC.,  
an Iowa for profit company

By:   
Jeff Roiland, CEO

STATE OF Iowa )  
 ) SS  
COUNTY OF Carr )

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

  
Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement for Developer]*



EXHIBIT E  
DEVELOPER ANNUAL CERTIFICATION

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

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

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

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

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

BTC, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT F  
DEVELOPER CERTIFICATION OF PUBLIC IMPROVEMENT COSTS

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

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

If you need additional space please attach another table.

**Attach actual receipts and invoices**

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





# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager   
**FROM:** Laura A. Schaefer, Finance Director/City Clerk   
**DATE:** November 6, 2023  
**SUBJECT:** Seatbelt Policy

On August 29, 2023, Bill Dickey, Safety and Risk Improvement Adviser with the City's worker compensation insurance carrier Iowa Municipal Workers' Compensation Association (IMWCA), conducted a site visit with City staff members. There were a few recommendations offered for the City to review for implementation. All the recommendations, except one, can be handled by current staff members. One recommendation that requires Council approval is the implementation of a Seatbelt Policy.

IMWCA recently has taken a stronger stance on having all their members implement a seatbelt policy. Current Safety Policy No. 0901 has one sentence stating, "The use of seat belts shall be mandatory by all employees operating vehicles which are equipped with seat belts."

The attached recommended new policy is from IMWCA and a little more comprehensive than what the City currently has in place. Upon Council approval, all staff will be given a copy of the new policy.

**RECOMMENDATION:** Council consideration and approval of a resolution approving new Policy No 0903, Seatbelt Policy.



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

**A RESOLUTION APPROVING POLICY NO. 0903 – SEATBELT POLICY**

WHEREAS, the Iowa Municipalities Workers’ Compensation Association has recommended the City of Carroll to implement and enforce a seatbelt policy and;

WHEREAS, it is determined that the approval of the attached Policy No. 0903 – Seatbelt Policy is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the attached new Policy No. 0903 – Seatbelt Policy is approved.

PASSED AND APPROVED this 13th day of November, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

Attest:

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

# CITY OF CARROLL

## POLICIES AND PROCEDURES MANUAL

<b>Subject</b> Seatbelt Policy		<b>Policy No.</b> 0903
<b>Responsible Division(s) , Office(s)</b> All		<b>Related Policies &amp; Procedures</b>
<b>Effective/Revision Date</b> November 13, 2023	<b>Approval (s)</b> Aaron Kooiker	

This policy was created to protect the safety of our employees while operating official vehicles, equipment, personal and rental cars on official business.

Copies of this policy and procedures will be accessible to employees at City Hall.

Department Heads will be responsible for enforcing and annually evaluating the seatbelt/restraint policy of their department.

Employees are accountable for following the policy and ensuring that other occupants of the vehicles or equipment they operate abide by the policy.

### **Policy**

It is the policy of the City of Carroll that all employees operating official vehicles, equipment, personal and rental cars on official business and other occupants use seatbelts and shoulder restraints.

Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seatbelts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps and bumpers. This also applies to trailers, ATV/UTV dump boxes and lift buckets.

Failure to comply with these rules is a violation of the City of Carroll safety policies, which is cause for disciplinary action.

Employees should refer questions or comments about this policy to their direct supervisor.

### **Employee Information and Training**

All employees will be trained on the policy. Training will be documented and the records stored at City Hall.

# 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:** November 8, 2023

**SUBJECT:** Wastewater Treatment Plant  
Digester Evaluation

Veenstra & Kimm, Inc. has completed the Wastewater Treatment Plant Digester Evaluation. A copy of the Report is attached.

The Evaluation was initiated to include the following:

1. Review the condition and performance of the existing anaerobic digesters including the digester covers, boiler, gas equipment, gas flare, and associated items.
2. Identify recommended improvements to the anaerobic digesters.
3. Evaluate the alternative of converting from anaerobic sludge digestion to aerobic sludge digestion.

The Evaluation is detailed in the Report. A summary of the estimated 20-year present worth analysis of the Treatment Alternatives is as follows:

<u>Treatment Alternative</u>	<u>Construction Cost</u>	<u>Annual O &amp; M Cost</u>	<u>Total Present Worth</u>
Anaerobic	\$5,043,000	\$29,821	\$5,538,923
Aerobic	\$3,410,000	\$ 9,169	\$3,507,136

The Aerobic Treatment Alternative is the recommended alternative.

**RECOMMENDATION:** Mayor and City Council consideration of acceptance of the Wastewater Treatment Plant Digester Evaluation Report.

If accepted, design and construction document preparation will be initiated for the conversion from anaerobic to aerobic sludge digestion.

RMK:ds

attachment

---

REPORT

ON

***FACILITY PLAN***

***WASTEWATER TREATMENT PLANT  
ANAEROBIC DIGESTER EVALUATION***

***CARROLL, IOWA***

***October 2023***

FACILITY PLAN  
WASTEWATER TREATMENT PLANT  
ANAEROBIC DIGESTER EVALUATION  
CARROLL, IOWA

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

Signed:

Date:



October 26, 2023

Todd W. Penisten, P.E.  
Iowa License No. 16918  
My license renewal date is December 31, 2023



Detailed parts covered by this seal:

All

Prepared by  
VEENSTRA & KIMM, INC.  
West Des Moines,  
Iowa

**WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER EVALUATION  
CARROLL, IOWA**

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## **CHAPTER 1 - GENERAL**

### **INTRODUCTION**

This report presents the results of the Facility Plan completed for the City of Carroll. The wastewater treatment plant sludge digestion Facility Plan was undertaken to address the removal and replacement of existing anaerobic sludge digestion equipment that is nearing the end of the anticipated design life.

### **SCOPE**

This report presents the results of the engineering studies and analysis of the wastewater treatment facility for the City of Carroll, Iowa. The studies include the following:

1. Identification of alternatives for upgrading or replacing the existing wastewater treatment facility to meet current and future needs for sludge digestion.
2. Preliminary design considerations, estimated cost and methods of financing the recommended improvements.

### **DESCRIPTION OF SERVICE AREA**

The service area includes the incorporated limits of the City of Carroll. The City of Carroll is located in West Central Iowa approximately 90 miles northwest of Des Moines.

### **PRESENT LAND USE**

The community consists of residential development with some commercial and industrial development.

### **PLANNING PERIOD**

The Iowa Department of Natural Resources requires the planning period for proposed improvements extend at least 20 years beyond the date when the improvements are scheduled to begin operation. For the purposes of this report, the planning period will be 20 years and extend to the year 2043.

### **TOPOGRAPHY AND DRAINAGE**

The general ground surface topography consists of nearly level to strongly sloping terrain. The drainage in the study area flows into an Unnamed Creek to the Middle Raccoon River.

## **SOILS**

Generally, the soil types in the study area can be characterized as well-drained and poorly drained loamy or silty materials.

## **COST ESTIMATES AND PRESENT WORTH ANALYSES**

All costs included herein represent present day costs. No provisions have been made for inflation or deflation.

## CHAPTER 2 – POPULATION, FLOWS AND LOADINGS

The population projections of the City of Carroll are based on the Carroll 2013 Comprehensive Plan report prepared by the Region VII Council of Governments. That study utilized the forecasts made by Woods & Poole Economics Incorporated, a national economics research firm, for each county in the United States. The population projections of the City of Carroll were interpolated from the Carroll County projections made by Woods & Pool Economics Incorporated.

The population projections of the City of Carroll are summarized below in Table 2-1

**TABLE 2-1**  
**Population**

<u>Year</u>	<u>Population</u>
1910	3,546
1920	4,254
1930	4,691
1940	5,389
1950	6,231
1960	7,682
1970	8,716
1980	9,705
1990	9,579
2000	10,106
2010	10,103
2020	10,321
2030	10,473
2043	10,705*

\*Estimate

### INDUSTRIES

The City of Carroll is home to two Significant Industrial User (SIU), Smithfield Farmland Corp. and Carroll County Solid Waste Management Commission. The City has a Pretreatment Agreement with both Smithfield Farmland Corp. and Carroll County Solid Waste Management Commission included in their NPDES permit. Effluent flow from both Smithfield Farmland Corp. and Carroll County Solid Waste Management Commission are reported in the City's monthly operating reports to IDNR.

## WASTEWATER FLOWS

The Iowa Department of Natural Resources requires wastewater flows during specific conditions be determined to establish the design parameters for improvements to wastewater treatment facilities. These conditions include the following:

**Average Dry Weather (ADW) Flow** – The daily average flow when the groundwater is at or near normal and runoff is not occurring.

**Average Wet Weather Flow (AWW 30)** – The daily average flow for the wettest 30 consecutive days.

**Maximum Wet Weather (MWW) Flow** – The total maximum flow received during any 24-hour period when the groundwater is high and runoff is occurring.

**Peak Hourly Wet Weather (PHWW) Flow** – The total maximum flow received during one hour when the groundwater is high, runoff is occurring, and the domestic, commercial and industrial flows are at their peak.

## EXISTING WASTEWATER HYDRAULIC AND ORGANIC LOADINGS

The existing wastewater hydraulic and organic loadings for the wastewater treatment facility will remain unchanged under this facility plan. If future upgrades to the existing wastewater treatment facility become necessary the design flows and loadings will be modified accordingly.

**TABLE 2-2**  
**EXISTING PERMITTED DESIGN CAPACITY**

<b>CARROLL, IOWA <u>Flow/Loading</u></b>	<b>Existing Permitted <u>Design Capacity</u></b>
<b>Flow, mgd</b>	
ADW	1.600
AWW	4.200
MWW	6.300
PHWW (Plant Capacity)	6.300
PHWW (Plant Capacity plus Equalization Basin)	15.00
<b>Organic Loadings, lbs./day</b>	
BOD	4,735
TKN	1,021

## **CHAPTER 3 - EFFLUENT LIMITATIONS**

### **GENERAL**

This chapter discusses the water quality standards and effluent limitations which impact the proposed improvements to the Carroll, Iowa Wastewater Treatment Plant. Point discharges of pollution in Iowa are normally regulated by permits issued by IDNR. Because the permits limit the quantity of certain parameters and pollutants in the effluent from point sources, the limitations which apply to a given effluent are essential for proper planning and design of wastewater treatment facilities. These effluent limitations are also, in turn, directly related to the water quality standards which apply to the river or stream receiving the discharge and must be appropriately modified to suit local conditions.

### **WATER QUALITY STANDARDS**

Water quality standards for the State of Iowa are regulated by IDNR and presented in Section 567 - Environmental Protection Commission of the Iowa Administrative Code under Chapter 61 - Water Quality Standards. IDNR has developed a classification system for all surface waters in the State of Iowa to define water quality according to use and for the protection of beneficial uses. This classification system establishes general use and designated use river and stream segments.

General use segments are watercourses with intermittent flow or typically flow only for short periods of time following precipitation or as a result of discharges from wastewater treatment facilities. These waters do not support a viable aquatic community of significance during low flow, and do not maintain pooled conditions during periods of no flow. However, during elevated flow periods when sufficient flow exists in the intermittent watercourses to support various uses, the general use segments are to be protected in accordance with the "General Water Quality Criteria" which are discussed later in this chapter. Also, aquatic life existing within these watercourses during elevated flows are to be protected from acutely toxic conditions.

Designated use segments are bodies of water which maintain flow throughout the year, or contain sufficient pooled areas during intermittent flow periods to maintain a viable aquatic community of significance. Designated use waters are to be protected for all uses of general use segments in addition to the specific uses assigned.

Designated use segments include:

**Class A1 - Primary Contact Recreation Use:** Waters in which recreational or other uses may result in prolonged and direct contact with the water, involving considerable risk of ingesting water in quantities sufficient to pose a health hazard. Such activities would include, but not be limited to, swimming, diving, water skiing, and water contact recreational canoeing.

**Class A2 - Secondary Contact Recreational Use:** Waters in which recreational or other uses may result in contact with the water that is either incidental or accidental. During the recreational use, the probability of ingesting appreciable quantities of water is minimal. Class A2 uses include fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity.

**Class A3 - Children's Recreational Use:** Waters in which recreational uses by children are common. Class A3 waters are water bodies having definite banks and bed with visible evidence of the flow or occurrence of water. This type of use would primarily occur in urban or residential areas.

**Class B(WW-1) Warm Water - Type 1:** Waters in which temperature, flow and other habitat characteristics are suitable to maintain warm water game fish populations along with a resident aquatic community that includes a variety of native nongame fish and invertebrate species. These waters generally include border rivers, large interior rivers, and the lower segments of medium-size tributary streams.

**Class B(WW-2) Warm Water - Type 2:** Waters in which flow or other physical characteristics are capable of supporting a resident aquatic community that includes a variety of native nongame fish and invertebrate species. The flow and other physical characteristics limit the maintenance of warm water game fish populations. These waters generally consist of small perennially flowing streams.

IDNR has also established “General Water Quality Criteria” which are applicable to all surface waters including those which are designated use segments. As stated in Chapter 61, the “General Water Quality Criteria” are applicable at all places and at all times to protect livestock and wildlife watering, aquatic life, non-contact recreation, crop irrigation, and industrial, domestic, agricultural and other incidental water withdrawal uses not protected by specific numerical criteria. The “General Water Quality Criteria” are as follows:

1. Such waters shall be free from substances attributable to point source waste discharges that will settle to form sludge deposits.
2. Such waters shall be free from floating debris, oil, grease, scum, and other floating materials attributable to wastewater discharges or agricultural practices in amounts sufficient to create a nuisance.
3. Such waters shall be free from materials attributable to wastewater discharges or agricultural practices producing objectionable color, odor, or other aesthetically objectionable conditions.
4. Such waters shall be free from substances attributable to wastewater discharges or agricultural practices in concentrations or combinations which or toxic to human, animal, or plant life.
5. Such waters shall be free from substances attributable to wastewater discharges or agricultural practices, in quantities which would produce undesirable or nuisance aquatic life.
6. The turbidity of the receiving water shall not be increased by more than 25 Nephelometric turbidity units by any point source discharge.
7. Cations and anions guideline values to protect livestock watering may be found in the “Supporting Document for Iowa Water Quality Management Plans,” Chapter IV, July 1976, as revised on November 11, 2009.
8. The Escherichia coli (E. coli) content of water which enters a sinkhole or losing stream segment, regardless of the water body’s designated use, shall not exceed a Geometric Mean value of 126 organisms/100 ml or a sample maximum value of 235 organisms/100 ml. No new wastewater discharges will be allowed on watercourses which directly or indirectly enter sinkholes or losing stream segments.

## RECEIVING STREAMS

The City of Carroll currently discharges its treated wastewater into an Unnamed Creek which discharges to Middle Raccoon River. This Unnamed Creek is classified as secondary contact recreational use (Class A2) and a warm water fisheries.

## EFFLUENT LIMITATIONS

The Federal Wastewater Treatment Act Amendment of 1972 (PL92-500) increased the role each state plays in control of the discharge of pollutants into its waterways. Under this amendment, the National Pollutant Discharge Elimination System (NPDES) permit program was established which is administered by the Environmental Protection Agency (EPA). Monitoring and surveillance of water quality is conducted by IDNR through its operation permit program. IDNR has assumed the responsibility of the NPDES program for the State and the program is now operated through the state operating permit system. The NPDES permit establishes effluent limitations for all wastewater treatment systems discharging or planning to discharge effluent to rivers and streams within the State of Iowa.

## REGULATORY REQUIREMENTS

The City of Carroll's Wastewater Treatment Plant operates under Iowa NPDES Permit No. 1415001 issued by the IDNR. The current permit was issued on September 1, 2023 and expires on August 31, 2027. A copy of this permit is included in Appendix A. A summary of the major effluent parameters of the operating permit are:

<u>Parameter</u>	<u>Permit Limit</u>
Average 30 Day CBOD <sub>5</sub> , mg/l	25
Average 30 Day CBOD <sub>5</sub> , ppd	876
Maximum 7 Day Average CBOD <sub>5</sub> , mg/l	40
Maximum 7 Day Average CBOD <sub>5</sub> , ppd	1,401
Average 30 Day TSS, mg/l	30
Average 30 Day TSS, ppd	1,051
Maximum 7 Day Average TSS, mg/l	45
Maximum 7 Day Average TSS, ppd	1,576
Average 30 Day TKN, ppd	1,940
Daily Maximum, ppd	3,175
D.O. Yearly Minimum, mg/l	5.0
Minimum pH	6.5
Daily Maximum pH	9.0



Acute Toxicity, Ceriodaphnia Effective Dates 09/01/2022 to 08/31/2027  
 Yearly, Daily Maximum 1 No Toxicity

Acute Toxicity Effective Dates 09/01/2022 to 08/31/2027  
 Yearly, Daily Maximum 1 No Toxicity

Copper, Total (as CU) Effective Dates 10/01/2023 to 08/31/2027  
 Average 30 Day CU, mg/l 0.001687  
 Average 30 Day CU, ppd 0.5908  
 Daily Maximum CU, mg/l 0.02690  
 Daily Maximum CU, ppd 0.9422

Chloride, Total (as CL) Effective Dates 08/01/2027 to 08/31/2027  
 Average 30 Day CU, mg/l 389  
 Average 30 Day CU, ppd 13,614  
 Daily Maximum CU, mg/l 629  
 Daily Maximum CU, ppd 22,027

Selenium, Total (as SE) Effective Dates 08/01/2027 to 08/31/2027  
 Average 30 Day SE, mg/l 0.00500  
 Average 30 Day SE, ppd 0.1751  
 Daily Maximum SE, mg/l 0.01930  
 Daily Maximum SE, ppd 0.6760

Thallium, Total (as TL) Effective Dates 08/01/2027 to 08/31/2027  
 Average 30 Day TL, mg/l 0.001133  
 Average 30 Day TL, ppd 0.02531  
 Daily Maximum TL, mg/l 0.5980  
 Daily Maximum TL, ppd 0.20.95

Ammonia Nitrogen

	<u>30-Day Average (mg/L)</u>	<u>Maximum Day (mg/l)</u>
January	3.5	15.2
February	4.1	14.2
March	3.5	14.7
April	1.6	15.7
May	1.8	12.1
June	1.4	7.3
July	1.0	5.0
August	1.0	5.6
September	1.1	6.6
October	1.6	12.3
November	2.4	14.7
December	2.6	16.0

E. Coli (March to November), Geometric Mean

126#/100 ml

The disinfection requirements are such that the geometric mean is less than 126 colonies of E. coli per 100 ml. The E. coli effluent limitations are only required to be met from March 15 through November 15 of each year.

**Proposed Nutrient Limits**

The current permit, page 26, includes a requirement to prepare and submit a report that evaluates the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorous discharged into surface water.

The Final Effluent goal to achieve is on an annual average mass limits based upon AWW design flow as follows:

	<u>Concentration</u>	<u>% Removal</u>
Total Nitrogen	10.0 mg/l	66%
Total Phosphorous	1.0 mg/l	75%

## CHAPTER 4 – EXISTING ANAEROBIC DIGESTION

### GENERAL

This chapter of the report focuses on the existing wastewater treatment plant, specifically the existing anaerobic digestion process. A review of the plan drawings and a physical inspection was performed for Digester 1 (south digester), Digester 2 (north digester), digester boiler, draft tube mixing equipment, inside process piping, mechanical and electrical equipment, gas handling and gas flare equipment.

#### Digester 1 (south digester)

Digester 1 includes a 35-foot diameter anaerobic digestion tank, fixed digester cover, and one 7.5 horsepower draft tube mixer with a rated capacity of 9,000 gallons per minute. The fixed cover appears to be in fair condition. The condition of the concrete tank appears to be good condition.

#### Digester 2 (north digester)

Digester 2 includes a 40-foot diameter anaerobic digestion tank, floating gasholder digester cover with 10,000 cubic feet of usable digester gas storage, and one 10 horsepower draft tube mixer with rated capacity of 10,200 gallons per minute. The floating cover appears to be fair to poor condition. The exposed area of the digester cover includes some moderate rust in spot locations. The condition of the concrete tank appears to be good condition.

A breakdown of the digesters is shown below.

#### Anaerobic Digesters

Number	2
Classification	Complete Mix
Digester 1	
Diameter, ft.	35
Sidewater Depth, ft.	25
Volume, Cubic Feet (CF)	24,000
Cover	Fixed
Digester 2	
Diameter	40
Sidewater Depth, ft.	25
Volume, CF	31,400
Cover	Floating, Gas Holder
Organic Loading, lbs. VSS/1,000 CF/Day	80
Detention Time, Days	41
Operation, Temperature. °F	95

## **Digester Boiler**

The digester boiler is approaching the end of the anticipated design life. The boiler currently functions as desired.

## **Draft Tube Mixing Equipment**

The mixing equipment on each digester includes an externally mounted, mechanical sludge mixer including a draft tube, propeller with a shaft, drive assembly and housing, and heat exchanger. The draft tub mixing is approaching the end of the anticipated design life. The equipment currently functions as desired.

## **Primary Sludge and Sludge Transfer Pumps**

The sludge pumping equipment located in the lower level of the digester building currently functions as desired. The existing sludge pumps have been periodically rebuilt and are currently operation as desired.

## **Inside Process Piping, Valves, Flow Meters and Appurtenances**

The inside process piping of the existing digesters is primarily 6-inch and 4-inch ductile iron pipe. 6-inch ductile iron pipe, 6-inch plug valves and 6-inch check valves are utilized for the digester sludge piping. 4-inch ductile iron pipe and 4-inch plug valves are utilized for digester gas piping. There are flow meters on the primary sludge piping, sludge transfer piping, piping to the sludge lagoon, and supernatant return piping. A majority of the plug and check valves are anticipated to be approaching the end of the design life. Several of the flow meters are also experiencing issues.

The exterior of the existing piping appears to be in good condition. The of the interior of the piping is an unknown. It is anticipated that a majority of the interior of the digester piping is in good condition and should be able to continue to remain in service.

The digester piping that extends into each of the digester tanks would likely need to be replaced with new ductile iron piping. Both the interior and exterior of this piping is continuously exposed to both raw and digested sludge. Therefore, we anticipate that the condition of this piping is such that it would need to be replaced with new ductile iron piping.

There are known issues with several of the plug valves, check valves, and flow meters on the inside process piping. Therefore, we would anticipated that all existing valves and flow meters would need to be replaced.

## **Mechanical, Electrical Equipment and Lighting**

The existing heating and ventilation equipment including multiple unit heaters in the upper and

lower levels of the digester building are in need of replacement. The roof top make-up air unit and condensing unit are approaching the end of the anticipated design life and will need to be replaced. This includes the make-up air units for the digester building and the preliminary treatment building. The preliminary treatment building is located east of the digesters.

The interior and exterior lighting of the digester building is original to the 2004-2005 wastewater treatment plant improvements project. Overall, the interior and exterior lighting continue to function as desired.

### **Gas Handling and Gas Flare Equipment**

The existing gas handling and glass flare equipment includes the following items:

1. Waste gas burner
2. Ignition system
3. Pressure relief valve breaker valve
4. Pressure (Explosion) Relief Valve
5. Gas monitoring equipment
6. Flame trap assembly
7. Sediment trap
8. Flame check
9. Manometers
10. Drip trap
11. Manometer
12. Waste gas meter
13. Boiler gas meter
14. Gas bonnet(s)
15. Vacuum breaker valve
16. Flame arrester

These items are approaching the end of the anticipated design life and will need to be replaced.

## CHAPTER 5 – DIGESTER IMPROVEMENT ALTERNATIVES

### GENERAL

This chapter identifies improvement alternatives at the wastewater treatment plant for the existing anaerobic digesters. The improvement alternatives are to address the issues currently being experienced with Digester 1, Digester 2 and the various components that comprise the anaerobic digester process.

### WASTEWATER TREATMENT PLANT IMPROVEMENTS

#### TREATMENT ALTERNATIVE NO. 1 ANAEROBIC DIGESTER PROCESS

This report evaluated two alternatives for sludge digestion. The first alternative would be to rehabilitate the existing anaerobic digester process equipment. This would include removing and replacing the following items:

1. Digester covers
2. Boiler
3. Draft tube mixing and heat exchanger equipment
4. Gas handling and gas safety equipment
5. Inside process piping, valves, and flow meters
6. HVAC equipment
7. Interior and exterior lighting
8. Membrane roof

#### Digester Covers

The existing fixed 35-foot diameter digester cover on Digester 1 will be removed and replaced with a new fixed 35-foot diameter cover.

The existing floating 40-foot diameter digester cover and gas holder on Digester 2 will be removed and replaced with a new floating 40-foot diameter cover and gas holder.

See Appendix A – Digester Cover Proposal for additional information on the proposed digester covers.

#### Boiler

The existing Burnham fire tube boiler and burner located in the Boiler Room will be replaced with a new boiler including a forced draft burner, controls, fuel train and accessory components. New circulation pumps, control valves, piping insulation and piping accessories will also be provided. Lastly, the boiler breeching stack extending through the roof of the

Digester Building will also be replaced.

### **Draft Tube Mixing and Heat Exchanger Equipment**

The existing draft tube mixers and heat exchangers on Digester 1 and Digester 2 will be replaced with new draft tube mixers and heat exchangers.

See Appendix B – Draft Tube Mixer Proposal for additional information on the draft tube mixing and heat exchanger equipment.

### **Gas Handling and Gas Safety Equipment**

The existing gas handling and gas safety equipment will be replaced with all new equipment. This would include the following items:

1. Waste gas burner and ignition system
2. Sediment trap
3. Sight glass
4. Flame trap assembly
5. Pressure relief assembly
6. Drip trap
7. Relief valve and flame arrestor
8. Insulating jackets for relief valves and flame arrestor assembly

See Appendix C – Gas Handling and Gas Safety Equipment proposal for additional information on the proposal equipment.

### **Inside Process Piping, Valves and Flow Meters**

To the extent possible the inside process piping will be reused as part of this project. It is anticipated that the digester piping that extends into each digester tank will need to be replaced. This is due to the constant submergence of the interior and exterior of the piping in both raw and digested sludge. The piping inside the digester building is assumed to be in good condition as only the interior of the piping is exposed to raw and digested sludge. The existing plug valves, check valves and flow meters will all be replaced as part of this project.

### **HVAC Equipment**

The existing mechanical equipment in the Digester Building will be replaced. This includes the make-up air unit, ductwork and HVAC controls. Testing and balancing of the equipment will also be performed.

## Interior and Exterior Lighting

Both the interior and exterior lighting will be replaced as part this project. The new lighting will consist of modern LED light fixtures and bulbs. This upgrade will significantly improve the working conditions inside the Digester Building.

## Membrane Roofing

The existing ballasted membrane roof will be replaced with either an adhered membrane roof or a ballasted membrane roof.

### TREATMENT ALTERNATIVE NO. 1 – ANAEROBIC DIGESTER PROCESS Estimated Project Cost

<b>Description</b>	<b><u>Estimated Cost</u></b>
Mobilization	\$180,000
Demolition	\$100,000
Digester Covers	\$950,000
Boiler	\$410,000
Draft Tube Mixing & Heat Exchanger	\$900,000
Gas Handling and Gas Safety Equipment	\$350,000
Inside Process Piping, Valves and Flow Meters	\$250,000
HVAC Equipment	\$355,000
Interior and Exterior Lighting	\$170,000
Electrical & SCADA	\$200,000
Membrane Roofing	\$45,000
Painting	\$75,000
Construction Subtotal	<u>\$3,985,000</u>
Contingencies @ 10%	\$400,000
Construction Cost	<u>\$4,385,000</u>
Engineering, Legal & Administration @ 15%	\$658,000
Estimated Project Cost	<u>\$5,043,000</u>



## **TREATMENT ALTERNATIVE NO. 2 AEROBIC DIGESTER PROCESS**

The second alternative would include converting the existing anaerobic digester process to an aerobic digester process. A fine bubble aeration system would be installed inside each digester tank. This alternative would include removing the existing anaerobic digester components and installing the following items:

1. Blowers and air diffusers
2. Air piping and valves
3. Aluminum geodesic domes
4. Inside process piping, valves, and flow meters
5. HVAC equipment
6. Lighting
7. Membrane roof

### **Blowers and Air Diffusers**

Three blowers would be installed inside of the Digester Building. See Figure 5-1, following this page, for the proposed location of the blowers. Two of the blowers would operate as duty blowers with the third blower being a standby blower. The PLC for the blowers would alternate the operation of the blowers such that the standby blower would periodically operate as a duty blower.

The air diffusers for the aerobic digester process will include the installation of fine bubble type diffusers in each digester tank.

See Appendix D – Aerobic Digester Equipment Proposal for additional information on the aerobic digester equipment including two preliminary fine bubble diffuser layouts for the digester tanks.

### **Aluminum Geodesic Domes**

An aluminum geodesic self-supporting dome will be installed over the top of each digester tank. See Appendix E – WWTP Aluminum Domes Proposal.

### **Inside Process Piping, Valves and Flow Meters**

To the extent possible the inside process piping will be reused as part of this project. It is anticipated that the digester piping that extends into each digester tank will need to be replaced. This is due to the constant submergence of the interior and exterior of the piping in both raw and digested sludge. The piping inside the digester building is assumed to be in good condition as only the interior of the piping is exposed to raw and digested sludge. The existing plug valves, check valves and flow meters will all be replaced as part of this project.

## HVAC Equipment

The existing mechanical equipment in the Digester Building will be replaced. This includes the make-up air unit, ductwork and HVAC controls. Testing and balancing of the equipment will also be performed.

## Interior and Exterior Lighting

Both the interior and exterior lighting will be replaced as part this project. The new lighting will consist of modern LED light fixtures and bulbs. This upgrade will significantly improve the working conditions inside the Digester Building.

## Membrane Roofing

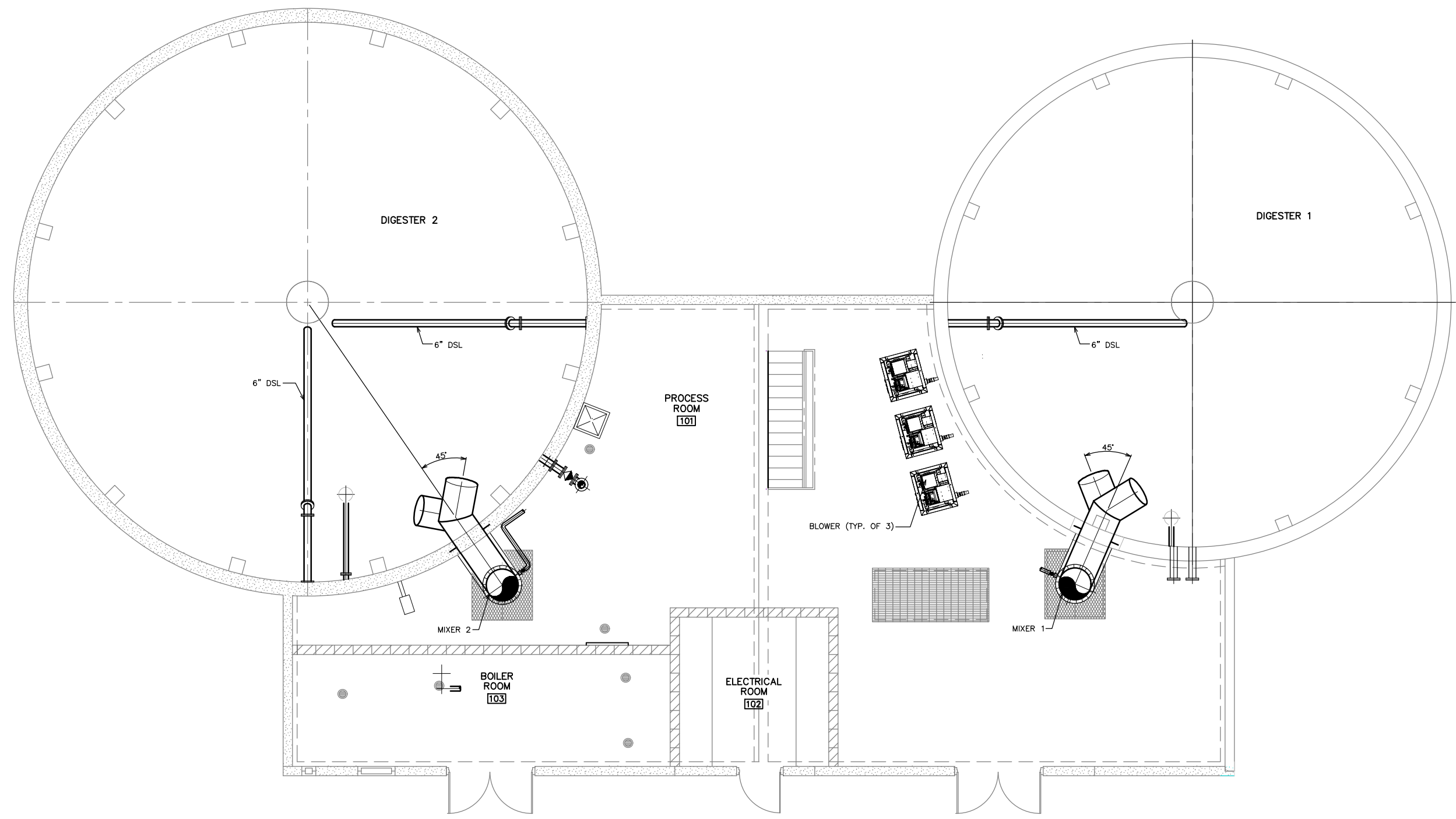
The existing ballasted membrane roof will be replaced with either an adhered membrane roof or a ballasted membrane roof.

### TREATMENT ALTERNATIVE NO. 2 – AEROBIC DIGESTER PROCESS Estimated Project Cost

<b>Description</b>	<b><u>Estimated Cost</u></b>
Mobilization	\$160,000
Demolition	\$100,000
Blowers & Air Diffusers	\$800,000
Aluminum Geodesic Domes	\$550,000
Inside Process Piping, Valves and Flow Meters	\$250,000
HVAC Equipment	\$445,000
Interior and Exterior Lighting	\$170,000
Electrical	\$150,000
Membrane Roofing	\$45,000
Painting	\$25,000
Construction Subtotal	<hr/> \$2,695,000
Contingencies @ 10%	\$270,000
Construction Cost	<hr/> \$2,965,000
Engineering, Legal & Administration @ 15%	\$445,000
Estimated Project Cost	<hr/> \$3,410,000

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X-REFS: 50-AS-2 - Default & 50-P-1 - Default & 50-BLDGN-Default & 50-BLDG-Default  
 FILE PATH: C:\DWG\27361\PRODUCTION DWG\50-P



**GRADE PLAN**  
 SCALE: 1/4"=1'-0"



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	JPB
		CHECKED	JPB
		APPROVED	TWP
		DATE	10/18/23
		ISSUED FOR	-



**WASTEWATER TREATMENT PLANT**  
 CITY OF CARROLL, IOWA

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

**AEROBIC SLUDGE DIGESTER  
 BLOWER LAYOUT**

DATE	DWG. NO.
	5-1
PROJECT	27361

## CHAPTER 6 – ANALYSIS OF ALTERNATIVES

### GENERAL

As of part of this Facility Plan, two alternatives were evaluated for improvements to the existing anaerobic digesters located at the City of Carroll wastewater treatment plant. The two treatment alternatives are as follows:

- Treatment Alternative No. 1 – Anaerobic Digester Process
- Treatment Alternative No. 2 – Aerobic Digester Process

### PRESENT WORTH ANALYSIS

The present worth analysis for both alternatives is presented in Table 6-1 Present Worth Analysis. See Appendices F and G for the operation and maintenance costs for both the anaerobic and aerobic treatment processes.

<b>Table 6-1 - Present Worth Analysis</b>				
<b>Wastewater Water Treatment Plant Improvement Alternatives</b>				
<b>Treatment Alternative</b>	<b>Treatment Alternative Cost</b>	<b>Annual O&amp;M Cost</b>	<b>Present Worth of O&amp;M Cost*</b>	<b>Total Present Worth**</b>
<b>Treatment Alt. No. 1 – Anaerobic</b>	\$5,043,000	\$29,821	\$315,923	<b>\$5,538,923</b>
<b>Treatment Alt. No. 2 – Aerobic</b>	\$3,410,000	\$9,169	\$97,136	<b>\$3,507,136</b>

\* Present Worth of OM \* 7%, 20 years = Annual O&M Cost x 10.594 (to determine Present Worth of Annual Amount)  
 \*\* Total Present Worth = Total Project Cost + Present Worth of O&M Cost

### RECOMMENDED ALTERNATIVES

Treatment Alternative No. 1 – Anaerobic Digester Process is the less viable option due to not only the estimated construction cost and life cycle cost, but also due to safety and environmental impacts. The operation of anaerobic digesters includes the safety risk of potential explosion due to the high output of methane (CH<sub>4</sub>) gas. The methane gas can also cause nuisance odors and result in complaints from nearby residents and businesses.

Treatment Alternative No. 2 – Aerobic Digester Process is the recommended alternative for this project due to the lower construction, maintenance, and operation costs, and that aerobic digesters are also safer to operate. The estimated project cost for this alternative is shown in Table 6-2, Treatment Alternative No. 2 – Aerobic Digester Process Estimated Project Cost below.

**TABLE 6-2**  
**TREATMENT ALTERNATIVE NO. 2 – AEROBIC DIGESTER PROCESS**  
**Estimated Project Cost**

<u>Description</u>	<u>Estimated Cost</u>
Mobilization	\$160,000
Demolition	\$100,000
Blowers & Air Diffusers	\$800,000
Aluminum Geodesic Domes	\$550,000
Inside Process Piping, Valves and Flow Meters	\$250,000
HVAC Equipment	\$445,000
Interior and Exterior Lighting	\$170,000
Electrical	\$150,000
Membrane Roofing	\$45,000
Painting	\$25,000
Construction Subtotal	\$2,695,000
Contingencies @ 10%	\$270,000
Construction Cost	\$2,965,000
Engineering, Legal & Administration @ 15%	\$445,000
Estimated Project Cost	\$3,410,000

## **CHAPTER 7 - ENVIRONMENTAL IMPACT**

### **GENERAL**

This chapter will describe more specific impacts, both positive and negative, which will result from the implementation of the wastewater treatment facilities improvements. It is divided into four parts: Natural Environment, Socio-Economic Factors, Sensitive Areas, and Irretrievable and Irreversible Commitment of Resources.

### **NATURAL ENVIRONMENT**

#### **Water Quality**

The primary goal of the recommended wastewater treatment facilities improvements is to improve the water quality in the area streams. The improvements to the existing treatment facilities will provide the necessary treatment facilities to handle the community's wastewater treatment needs and to comply with state and federal water quality standards.

Construction of the recommended wastewater treatment facilities improvements may impact the area's surface water supplies temporarily. Excavated materials may be introduced into streams during periods of heavy rains or winds or during construction of the wastewater treatment facilities improvements. Measures to prevent construction runoff include excavating the smallest areas of land for the shortest amount of time or applying mulch to exposed areas. Also, the existing wastewater treatment facilities will be in operation at all times during construction of the recommended improvements to protect the water quality of the receiving stream.

#### **Air Quality**

Air quality in Carroll will be temporarily impacted by fugitive dust produced during construction depending on weather or soil conditions. Some precautions will be necessary to avoid serious impact on air quality. Spraying earth mounds with water or other dust retardants and excavating the minimum amounts of land are two solutions.

Population growth and development will impact air quality through increased sources of pollution. Automobile ownership and use will increase, thus increasing emissions. Continued advancements by the auto industry to reduce emissions and continued regulation of emissions by EPA will also promote air quality goals. Industrial development may create additional point sources of pollution; however, those emissions will be regulated by the Iowa Department of Natural Resources to help achieve and ultimately maintain ambient air quality in Carroll.

## **Noise**

Noise impacts will be short term and associated with construction. Depending on when construction occurs, residences and businesses near the existing treatment facilities may be affected by heavy equipment noise. No long term impacts are anticipated, however, since noise producing equipment or facilities will be located away from residential development or contained within structures.

## **Energy**

An increase in energy consumption is anticipated as a result of the implementation of the recommended improvements. The operation of the upgraded treatment facilities will increase the demand for electricity.

Future development will also place increased demands on energy. Measures to reduce energy consumption include building more energy efficient homes and landscaping. Advanced developments in alternative forms of energy, such as wind or solar, may make those sources more economically feasible in the future.

## **SOCIO-ECONOMICAL FACTORS**

### **Population**

Implementation of the recommended improvements will indirectly affect population growth. The additional capacity in the treatment facilities may promote new residential, commercial and industrial growth. The creation of new jobs or housing opportunities will help attract people to the community.

### **Economy**

The recommended improvements will result in a positive impact on the community's economy. Carroll will be able to market itself as having complied with water quality management objectives in order to seek new investment in the area. New firms attracted to the area will create new jobs as well as increase the tax base. The community will also benefit from employment opportunities directly associated with construction of the treatment facilities.

Negative impacts associated with the recommended improvements will be the costs to the users for construction, and operation and maintenance of the expanded facilities. Sewer fees per household will increase; however, by maximizing the use of the existing treatment facilities, the costs will be reduced.

## **Land Use**

The recommended improvements will result in both short term and long term impacts on land use. The improvements will temporarily affect land adjacent to the treatment facility and along the sewer routes.

Long term impacts on land use will result from future growth in the community. Development will expand into agricultural areas and the productivity of the land will be lost. The conversion of farmland, however, will not significantly impact the amount of land available in the area for agricultural purposes.

## **SENSITIVE AREAS**

### **Wildlife Habitats**

A direct benefit of the recommended improvements will be an improved environment for aquatic and terrestrial wildlife due to the improved water quality. Construction of the facilities may temporarily affect wildlife habitats, but long term impacts should be minor.

Any future development anticipated in the community may have a greater impact on wildlife. Future development may encroach on wildlife habitats existing in undeveloped areas. Buildings and paved surfaces may adversely affect stream habitats by removing bank cover, resulting in increased runoff, siltation, or bank erosion. Some species may become more vulnerable to predators by removing burrowing or nesting areas. New roads may present barriers to seasonal movements of some species or separate them from food sources. Urbanization can also impact common "urban" wildlife where more intensive human activity on the ground may affect nesting areas.

Means of minimizing impacts to wildlife habitats include cutting the minimum swath of vegetation for trenching and pipe placement; aligning piping which minimize the taking of young and mature trees; filling and regrading backfill material as soon as possible after trenching; using cover material that is equal in quality to the topsoil removed during excavation; replanting excavated areas with materials native to the disturbed areas or otherwise well suited to it; and inspecting replanting's and erosion control measures to ensure successful regeneration to plant materials.

### **Rare and Endangered Species**

Little impact is foreseen on rare or endangered species due to the implementation of the recommended improvements. Since construction of the treatment facilities improvements will occur in developed or cultivated areas, no impact is anticipated on endangered species.



## **Cultural Resources**

No archaeological sites in or around the Carroll Wastewater Treatment Plant are expected. A copy of this report will be submitted to the State Historical Preservation Office for approval prior to the construction of any facilities.

## **Recreational and Open Space**

No impact on recreation areas are anticipated from construction of the proposed improvements.

## **IRRETRIEVABLE AND IRREVERSIBLE COMMITMENT OF RESOURCES**

Land, energy and materials are the greatest areas of resource commitment. The Carroll Wastewater Treatment Facility improvements will not require the purchase of additional land.

Energy in various forms will be utilized during construction, operation and maintenance of the facilities. The commitment of resources must be weighed in light of the anticipated water quality and socio-economic benefits resulting from the upgrading and expansion of the existing wastewater collection and treatment facilities.

## CHAPTER 8 - FINANCING

### GENERAL

This section of the report develops a financing plan for the proposed improvements that has been recommended in this facility plan report. The intention of this financing plan is to be only a rough guide and not to take place of the detailed program which will be developed by the City's bonding attorney and financial counsel.

The financing plan is necessary so that the wastewater utility can carry out its primary responsibility which is to produce a high-quality effluent to meet its NPDES permit requirements. The wastewater utility must also function as a business in that revenues generated from water sales and other miscellaneous items must cover all operating and maintenance costs, equipment replacement, capital improvement projects, all outstanding debt, and maintain a reasonable surplus in case of emergencies. In the following paragraphs we will review methods of financing, past utility transactions, projected capital improvement projects, the costs of the proposed improvement program and the impact on existing wastewater rates.

### METHODS OF FINANCING

In general, most wastewater improvement projects are financed through one of the following methods or a combination of the following methods: revenue bonds and State Revolving Fund (SRF).

**Revenue Bonds** are paid through surpluses in the particular utility fund and are usually funded through increases in rates. These bonds are not supported by general taxation and, therefore, are viewed as more risky in the financial market. This increased riskiness causes these bonds to typically sell for ½% above similar GO issues. In addition, reserve funds of approximately 25% of the annual principal and interest are required in order to provide the bond buyers an additional level of protection. Also, other reserve funds for equipment replacement and capital improvements are typically required. Revenue bonds do create a force savings plan in that additional reserve accounts do contain monies which can be used once the revenue issue is paid off. However, revenue bonds, because of the additional required reserve, do demand higher wastewater rates than a comparable GO issue. Finally, unlike general obligation bonds, no election is required for revenue bonds.

## **General Obligation Bonds**

Cities in the State of Iowa can issue general obligation bonds in an amount not to exceed 5% of the full assessed value and credit of the city. General obligation bonds are a pledge of the full faith and credit of the City. Cities in Iowa can issue general obligation bonds for improvements to the sanitary sewerage system as essential corporate purpose bonds.

General obligation bonds can be issued for a period of up to 20 years. The interest rate paid for general obligation bonds will be lower than the interest rate for other bonds which can be sold by the City.

For sanitary sewerage system improvements, the City has the option to retire the debt service from the debt service tax levy or to transfer revenue from the sewer enterprise fund and abate the tax levy. General obligation bonds retired from sewer enterprise fund revenue result in a lower total annual cost than sewer revenue bonds.

**State Revolving Fund (SRF).** This fund is operated by the Iowa Department of Natural Resources and the Iowa Finance Authority and provides low interest loans for financing improvements to wastewater treatment facilities. The loan takes the form of a revenue bond, or a general obligation bond issued by the City and purchased by the Iowa Finance Authority. The interest rate is dependent upon the rate which the State can sell bonds. The annual rate has been running at 2% to 3% depending upon the term of the loan. For a sewer revenue issue, the coverage requirement is 10%. This means that the net revenues of the system cannot be less than 110% of the operating, maintenance, and debt service expenses of the system. This compares to a typical coverage of 25% for a conventional sewer revenue bond issue. There is a 1% loan initiation fee and a 0.25% annual loan servicing fee. In addition, the City must have an approved user charge system to ensure "fairness" and to ensure that adequate revenues are generated. There are also some additional requirements with respect to the construction contract documents.

## **APPENDIX A**

### **Digester Cover Proposal**



Worldwide Experts  
in Water Treatment

# BUDGETARY PROPOSAL

MAY 23, 2022

## CARROLL WWTF

CARROLL, IA

Ovivo® Steel Covers

## PREPARED FOR

Veenstra & Kimm Inc.

Todd Penisten

[tpenisten@v-k.net](mailto:tpenisten@v-k.net)

## AREA REPRESENTATIVE

Engineered Equipment Solutions (EES)

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[mstreeter@e-equipmentsolutions.com](mailto:mstreeter@e-equipmentsolutions.com)

## PREPARED BY

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Salt Lake City, Utah 84123-2583

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## DESIGN PARAMETERS

Number of Digester	One (1)	One (1)
Tank Diameter	35 ft	40 ft
Top of Tank Elevation	1254.39 ft	1254.39 ft
Maximum Liquid Level Elevation	1251.39 ft	1253.39 ft
Minimum Liquid Level Elevation	1248.89 ft	1247.50 ft
Corbel Elevation	N/A	1247.50 ft
Bottom of Wall Elevation	1228.89 ft	1228.89 ft
Tank Height	25.50 ft	25.50 ft
Design Pressure	18 in w.c	20 in w.c
Operating Pressure	12 in w.c	12 in w.c
Live Load	20 psf	20 psf
Wind Load	30 psf	30 psf
Snow Load	20 psf	20 psf

## PRODUCT HIGHLIGHTS

### OVIVO® GASHOLDER STEEL COVER

Ovivo provides a variety of digester steel covers. Each digester cover is constructed as a dome-shaped segment of a sphere, offering maximum strength and structural integrity. The digester steel covers are radial beam designed to be erected quickly and efficiently, this is a simple, rigged structural design. The

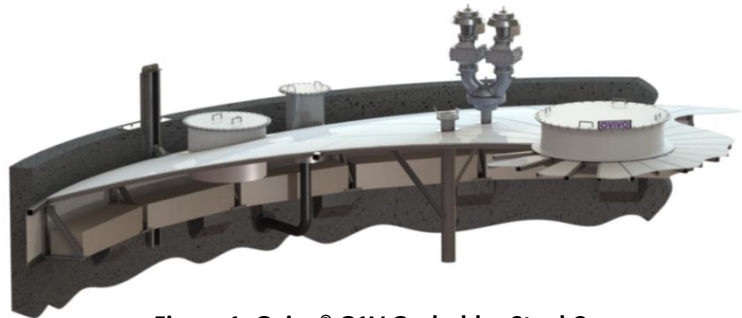


Figure 1: Ovivo® G1V Gasholder Steel Cover

thrust ring is installed at the periphery of each cover to absorb all design loads without transmitting excessive forces to the concrete digester wall. During erection, the cover is supported by radial beams attached to a center ring and the thrust ring which add strength to the complete unit.

Ovivo's radial beam design uses an added side sheet and ballast for digester gas storage. Submerged ballast blocks are used to maximize cover stability and maintain adequate gas pressure. The vertical guides are attached to the tank wall. Guide devices, spanning from the top to the bottom of the cover side-sheet, are engaged to stabilize the cover and protect the cover from substantial wind loads.

## OVIVO® FIXED STEEL COVER

Ovivo provides a variety of digester steel covers. Each digester cover is constructed as a dome-shaped segment of a sphere, offering maximum strength and structural integrity.

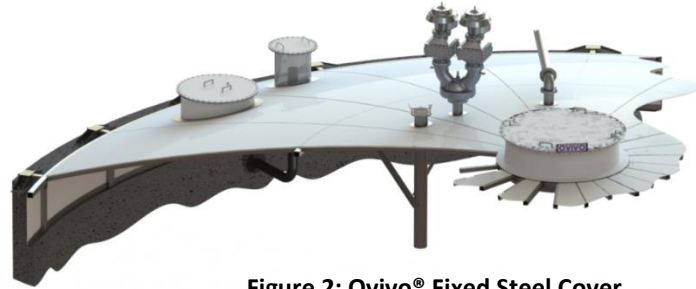


Figure 2: Ovivo® Fixed Steel Cover

The digester steel covers are radial beam designed to be erected quickly and efficiently, this is a simple, rigged structural design. The thrust ring is installed at the periphery of each cover to absorb all design loads without transmitting excessive forces to the concrete digester wall. During erection, the cover is supported by radial beams attached to a center ring and the thrust ring which add strength to the complete unit.

For the Fixed steel cover design, the side sheet should be extended 1 ft below the minimum liquid level (at least). Otherwise, two options are recommended: 1) the supplier of the filler material should confirm that it can withstand the design pressure 2) an independent clean liquid launder should be provided (pricing not included) that allows for a pressure seal at any given sludge level (Contact Ovivo for additional details should you like to pursue this option).

## TECHNICAL DATA & BUDGET INFORMATION

For this application and based on the design parameters, Ovivo recommends following options:

- One (1) Ovivo® 35 F1 Fixed Cover to be installed on 35 ft digester.
- One (1) Ovivo® 40 G1V Gasholder Steel Cover to be installed on 40 ft digester.

Model	35 F1	40 G1V
Type	Ovivo® Fixed Steel Cover	Ovivo® Gasholder Steel Cover
Size	35'Ø	40'Ø
Max Side Sheet Length	60 in	138 in
Gas Storage <sup>1</sup>	N/A	10,778 ft <sup>3</sup>
Total Weight <sup>2</sup>	23,000 lbs	42,300 lbs
Estimated Field Welding <sup>2</sup>	900 ln ft	1,200 ln ft
Estimated Field Painting (Inside and Outside) <sup>2</sup>	3,000 sq ft	4,700 sq ft
Quantity	One (1)	One (1)
Total Price <sup>3</sup>	<b>\$212,000</b>	<b>\$358,000</b>

<sup>1</sup> The gas storage capacity is based on the operating pressure and the side sheet length. Any modification to the skirt length will change the estimate cost and gas capacity.

<sup>2</sup> Estimated per unit. The values are estimates only and will be updated with the final values after approved submittals

<sup>3</sup> All prices in US Dollars.

Ovivo’s scope of supply does not include installation. The weight, welding and painting requirements are estimates only, the final values will be provided after approved submittals. The above field welding estimate is based on a single pass welding and the overall requirements on Figure 3.

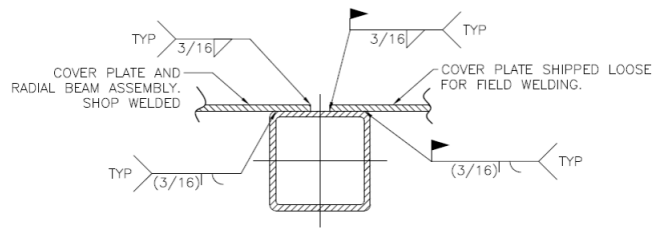


Figure 3: Typical Weld Detail for Radial Beam Connections

**SCOPE OF SUPPLY – 35 F1 FIXED STEEL COVER**

Items Included
One (1) 37"Ø center ring with cover plate, flange bolts, nuts and gasket
One (1) 36"Ø manhole(s) with bolts, gaskets and cover flange. Covers provided by others
One (1) 20"Ø Gas bonnet.
One (1) 8"Ø sample tubes. Covers provided by others
One (1) 4"Ø flanged open nozzles for PRVB assembly. Valves provided by others
Necessary Steel Cover Components such as: <ul style="list-style-type: none"> <li>- Erection Beams</li> <li>- Cover Plates</li> <li>- Epoxy anchoring assemblies</li> <li>- Side Skirt Sections</li> </ul>
Anchoring assemblies including necessary anchor bolts
Mild Steel construction except as noted
EZ Rect™ System
Operation and Maintenance manuals
Service as noted in the "Field Service" segment of this proposal section
FCA Factory, Freight allowed to the jobsite
Items Not Included (But Not Limited To The Following)
Gas handling equipment, unless included above
Valves, unless included above
Sample tube covers
Cover position indicators
Sight glasses
Walkways, stairs, steps, ladders, unless included above
Handrails grates, platforms, grating, unless included above
Piping, fittings, tubing and pipe supports
Coating, prime paint, field touch up or finishing painting
Flange bolts, nuts and gaskets
Grout
Insulation or Roofing



Cover sealant, filling material, caulking, oakum or asphalt
Modifications digester tank or other equipment
Installation
Testing, testing materials and / or testing equipment
Conduit, wiring, or any other control or electrical items
Any items not specifically listed in the "Items Included" table

**SCOPE OF SUPPLY – 40 G1V GASHOLER STEEL COVER**

Items Included
One (1) 37"Ø center ring with cover plate, flange bolts, nuts and gasket
One (1) 36"Ø manhole(s) with bolts, gaskets and cover flange. Covers provided by others
One (1) 20"Ø Gas bonnet.
One (1) 8"Ø sample tubes. Covers provided by others
One (1) 4"Ø flanged open nozzle for PRVB assembly. Valves provided by others
Necessary Steel Cover Components such as: <ul style="list-style-type: none"> <li>- Erection Beams</li> <li>- Cover Plates</li> <li>- Epoxy anchoring assemblies</li> <li>- Side Skirt Sections including ballast support brackets</li> </ul>
Four (4) Slide Guides, with chemical type anchors, as follows: <ul style="list-style-type: none"> <li>- Slide guides mounted to the concrete tank, HDG</li> <li>- Slide guides mounted to the cover, 304 Stainless Steel</li> <li>- UHMW wear strips on three sides</li> </ul>
Side skirts sections with 11.5 ft long side sheet plates
Mild Steel construction except as noted
EZ Rect™ System
Operation and Maintenance manuals
Service as noted in the "Field Service" segment of this proposal section
FCA Factory, Freight allowed to the jobsite
Items Not Included (But Not Limited To The Following)
Ballast blocks
Gas handling equipment, unless included above
Valves, unless included above
Sample tube covers
Cover position indicators
Sight glasses
Walkways, stairs, steps, ladders, unless included above
Handrails grates, platforms, grating, unless included above
Piping, fittings, tubing and pipe supports

Coating, prime paint, field touch up or finishing painting
Flange bolts, nuts and gaskets
Grout
Insulation or Roofing
Cover sealant, filling material, caulking, oakum or asphalt
Modifications on digester tank or other equipment
Installation
Testing, testing materials and / or testing equipment
Conduit, wiring, or any other control or electrical items
Any items not specifically listed in the "Items Included" table

## ADDITIONAL INFORMATION

### FIELD SERVICE

Ovivo's scope includes the service of a qualified service engineer for the following:

One (1) trip of two (2) days total of service, per digester at the site for the supervision of equipment start-up, testing supervision, and instructing the operators.

Additional service days can be purchased at the current rate.

### ESTIMATED LEAD TIMES

Submittals: Eight (8) weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order.

Shipping: Twenty-four (24) weeks after receipt of approved drawings from Purchaser.

### EZ-RECT™ SYSTEM

The EZ-Rect™ cover erection system is a feature with the digester cover. Ovivo will provide the digester cover with cover plate/radial beam sections pre-assembled and finish welded in the shop to facilitate the erection of the cover. Each assembly will consist of two (2) beams and one (1) cover plate.

Ovivo offers this option to reduce the amount of field welding required to erect a cover of this diameter. **This will reduce the total amount of field welding for the digester steel cover.** Furthermore, this will reduce the number of pieces to be handled during erection.

Ovivo suggests a careful consideration of the various offerings in regards to the amount of field welding disclosed by the cover manufacturers. The variance in the various estimates should be within

a reasonable amount of the quantity expressed in this proposal. Ultimately, the Contractor is required to make their own estimate of welding requirements.

**Painting:** The cover side sheets are shipped unpainted, so all necessary cleaning, sandblasting and painting must be done progressively as the assembly proceeds. Be aware that the side sheets will be difficult to paint if they are installed inside the tank. Do not paint within 3 inches of all areas to be welded. It is also imperative that all welds are per the erection drawings and gas tight. Therefore, the erector must be able to certify that no leaks exist prior to painting.

Cover erection is completed in five steps:

1. Side Sheet Assembly
2. Center Ring and Erection Beam Installation
3. EZ-Rect Cover Plate Assembly Installation
4. Remaining Cover Plate Installation
5. Manholes, Spools, Tubes, Etc., Installation

## TESTING

After field erection is complete, the Contractor shall test the covers for gas tight construction by filling the tank with water and trapping air under the cover plates. All welded seams and appurtenances shall be checked for leaks by means of a soap suds solution.

The air pressure underneath the dome during the test shall be not less than 14" W.C.

## FINISHES

Steel plates, structural shapes and fabricated assemblies shall be shipped unpainted, for field painting by others. After erection, welding, testing and final inspection of erection by manufacturer's representative, the covers shall be painted (not by Ovivo).

## GENERAL

The design of the digester steel cover does not fall under any specific code or standard for the design analysis. The current codes and standards are to be used as guide lines for the design and analysis of the equipment. The analysis will result with a conservative approach that meets the intent of the present codes and standards.



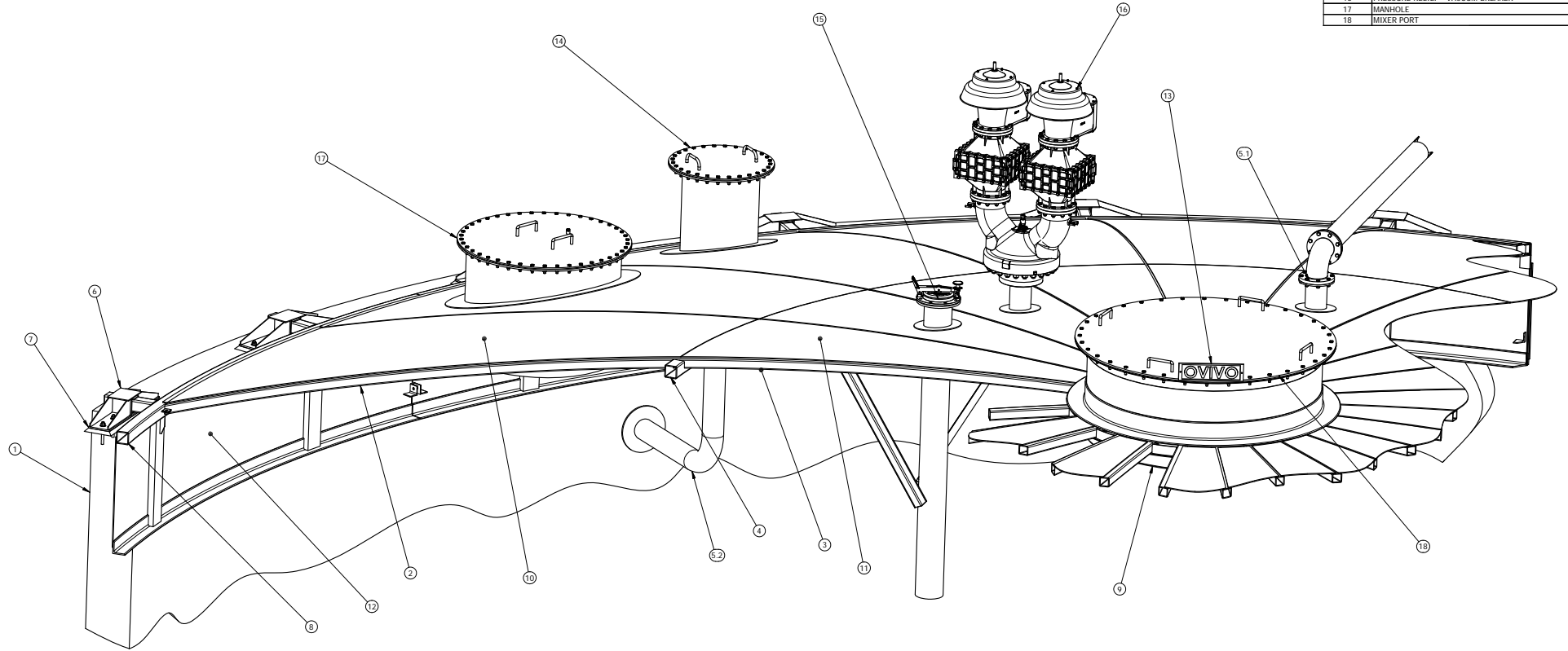
# EQUIPMENT LAYOUT

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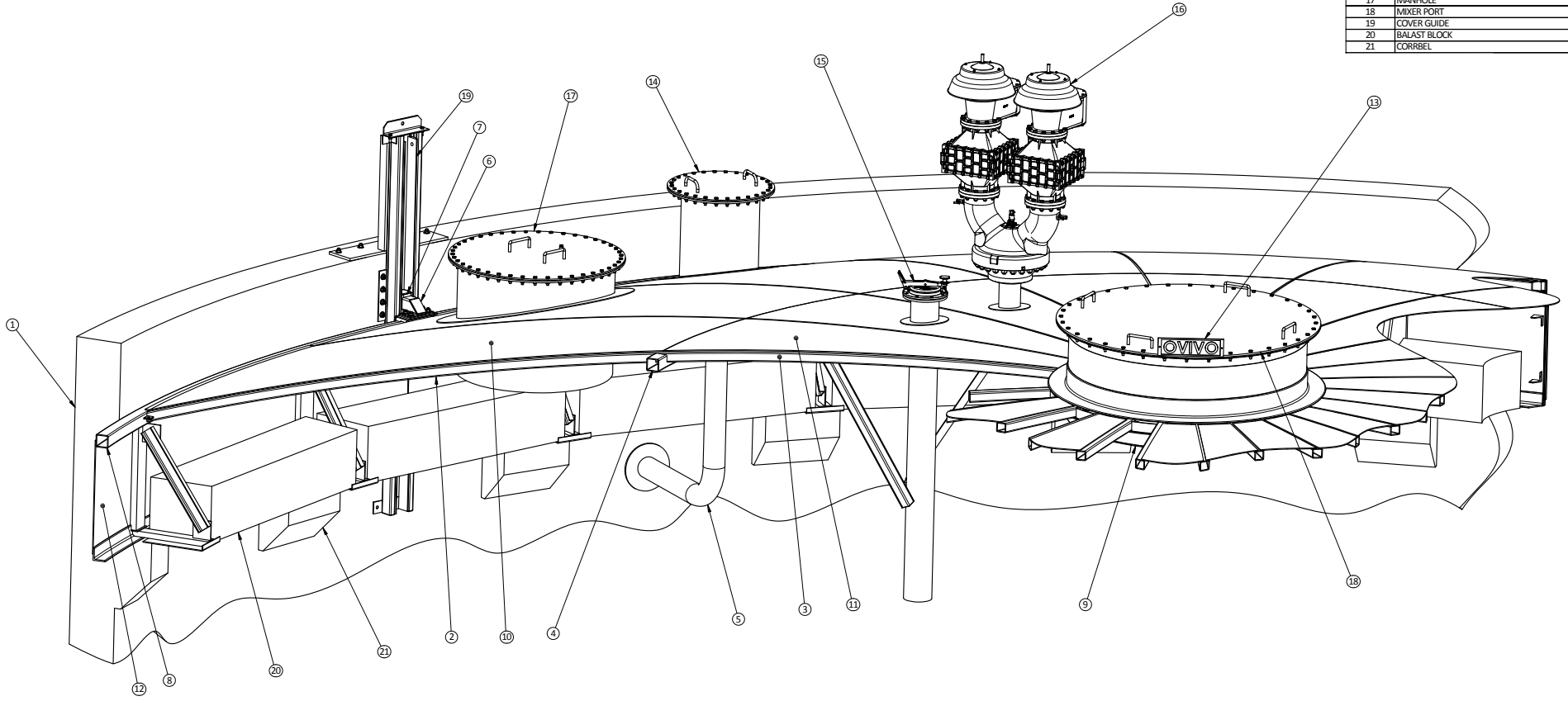
ITEM	DESCRIPTION
1	DIGESTER TANK WALL
2	OUTER ERECTION BEAM
3	INNER ERECTION BEAM (OPTIONAL)
4	INTERMEDIATE THRUST RING (OPTIONAL)
5.1	GAS TAKE-OFF PIPE (TOP-SIDE DESIGN)
5.2	GAS TAKE-OFF PIPE (UNDER-SIDE DESIGN)
6	COVER SUPPORT
7	BEARING PLATE
8	THRUST RING
9	CENTER COMPRESSION RING
10	OUTER COVER PLATE
11	INNER COVER PLATE
12	SIDE SKIRT
13	NAME PLATE
14	GAS BONNET
15	SAMPLE TUBE
16	PRESSURE RELIEF - VACUUM BREAKER
17	MANHOLE
18	MIXER PORT



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REF. FROM: DATE: <b>3/13/2014</b>	DO NOT SCALE PRINTS <small>WORKMANSHIP STANDARDS 100001 APPLIES</small>	
DRAWN: JLO CHECK'D: EMH	ORIGINAL S.O.	DWG. NO. - SHEET 1 OF 1

INITIAL RELEASE	REVISION DESCRIPTION	EN/ECCO	BY	CHECK'D	DATE	REV	A

ITEM	DESCRIPTION
1	DIGESTER TANK WALL
2	OUTER ERRECTION BEAM
3	INNER ERRECTION BEAM
4	INTERMEDIATE THRUST RING
5	GAS TAKE-OFF PIPE
6	COVER SUPPORT
7	COVER SLIDE
8	THRUST RING
9	CENTER COMPRESSION RING
10	OUTER COVER PLATE
11	INNER COVER PLATE
12	SIDE SKIRT
13	NAME PLATE
14	GAS BONNET
15	SAMPLE TUBE
16	PRESSURE RELIEF - VACUUM BREAKER
17	MANHOLE
18	MIXER PORT
19	COVER GUIDE
20	BALAST BLOCK
21	CORBEL



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REF. FROM DATE: <u>3/13/2014</u>		DO NOT SCALE PRINTS <small>ISO 9001:2015 CERTIFIED</small>		<b>TYPE G1V FLOATING DIGESTER COVER</b>	
DRAWN: <u>JLQ</u> CHECK'D: <u>EMH</u>	ORIGINAL S. O.	DWG. NO.	-	SHEET 1 OF 1	REV

INITIAL RELEASE	REVISION DESCRIPTION	EN/ECCO	BY	CHECK'D	DATE	REV	A



# OVIVO® STEEL COVER BROCHURE

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# COST EFFECTIVE SLUDGE STABILIZATION

Simple installation operation & maintenance

Flexible design to suit many applications

Variable sludge storage capabilities

No moving parts for simplified maintenance

30+ year life span



Easy to insulate  
using commonly  
available roofing  
materials. Call us at  
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to learn more!

## OVIVO® ANAEROBIC DIGESTER STEEL COVERS



## A VARIETY OF STEEL DIGESTER COVERS

Ovivo provides a variety of steel digester covers. Each cover is constructed as a dome-shaped segment of a sphere, offering maximum strength and structural integrity. The steel digester covers are radial beam designed to be erected quickly and efficiently. A thrust ring is installed at the periphery of each cover to absorb all design loads without transmitting excessive forces to the digester wall. During erection, the cover is supported by radial beams attached to a center ring and the thrust ring which add strength to the complete unit.

Our radial beam design includes the following configurations: Fixed, Gasholder, HydroSeal® type and Buoyant steel cover. Ovivo will provide the best option for each application based on the customer needs.



Spanish Fork STP, UT (50' F1) :

Fixed Steel Cover Installation



Salt Lake City WRF, UT (90' G2VL) :

Gasholder Steel Cover Installation

Honouliuli WWTP, HI (90' G2VL):  
Gasholder Steel Cover



DC WASA, DC (98.5' F2) :  
Fixed Steel Cover



## A NUMBER OF BENEFITS

- The use of radial beams allows the cover to be erected quickly and efficiently.
- Ovivo's cover design is compatible with all our available mixing systems to ensure adequate anaerobic digestion process.
- The covers are designed based on the requirements specified for each application, using the latest structural standards.
- A variety of accessories are available with our covers to effectively interface with the consulting engineer's design and comply with the customer requirements.

## FIXED STEEL COVER (TYPE F)



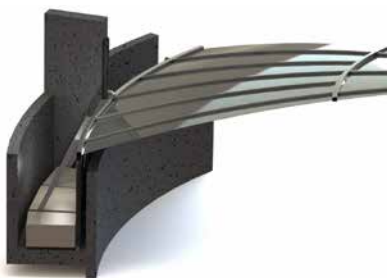
The Type F cover is the most economical steel cover. The main application is on digesters with constant water level (primary or first stage digesters). The Fixed covers can be sealed against the tank to combat odors. For this design, the side sheet should be extended below the minimum liquid level. Otherwise, two options are recommended: 1) the supplier of the filler material should confirm that it can withstand the operating pressure 2) an independent clean liquid launder should be provided that allows for a pressure seal at any given sludge level (Contact Ovivo for additional details for this option).

## GASHOLDER STEEL COVER (TYPE GV)



The Type GV uses the radial beam design structure with added side sheet and ballast for digester gas storage. Submerged ballast blocks are used to maximize cover stability and maintain adequate gas pressure. The design includes a vertical guide arrangement with guides attached to the tank wall. Guide devices, spanning from the top to the bottom of the cover side sheet, are engaged to stabilize the cover.

## HYDROSEAL® STEEL COVER (TYPE GVL)



The separate launder and liquid seal between the digester tank and the cover eliminates gas and VOC emissions, improves service access and improves the maintenance access.

This design allows variable sludge storage capabilities since the side sheet operates independent of sludge storage in clean area. No components come in contact with the sludge.

## BUOYANT STEEL COVER (TYPE B)



The Type B uses the radial beam design structure including a peripheral buoyant chamber. The cover floats directly on the digester contents. Precast concrete ballast blocks are placed to maintain a specified gas pressure. A major portion of the buoyant volume which keeps the cover afloat is located at the cover periphery; this feature provides an excellent resistance to tipping. The slide guide system will provide vertical movement without rotation or binding.

## EZ-RECT™ SYSTEM

The EZ-RECT™ cover erection system is a feature with the digester cover. Ovivo offers this option to reduce the amount of field welding.

Ovivo will provide the digester cover with cover plate/radial beam sections pre-assembled and finish welding in the shop to facilitate the erection of the cover. Each assembly will consist of two (2) beams and one (1) cover plate.

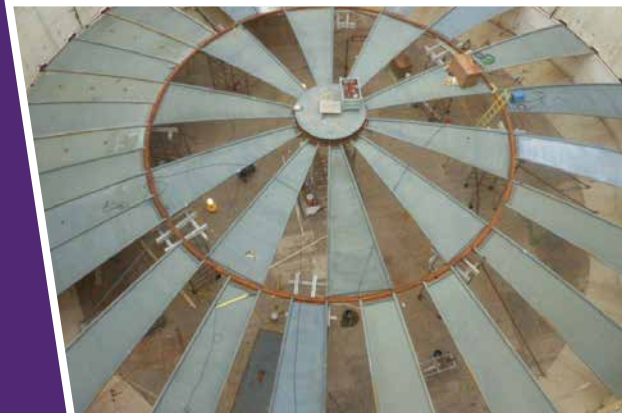
### COVER ERECTION IS COMPLETED IN FIVE STEPS:

1. Side Sheet Assembly
2. Center Ring and Erection Beam Installation
3. EZ-Rect Cover Plate Assembly Installation
4. Remaining Cover Plate Installation
5. Manholes, Spools, Tubes, Etc., Installation

### ANCILLARY EQUIPMENT

Ovivo can supply all plant required equipment for a complete Sludge Treatment / Anaerobic Digestion plant, including but not limited to:

- Ultrastore™ Membrane Gasholder
- LM™ Mixer
- Eimix® Mechanical Sludge Mixer
- Sonolyzer™ Ultrasound Sludge Disintegrator



## OVIVO®connect<sup>SM</sup>

Ovivo® Connect<sup>SM</sup> portal is an innovative and intuitive application that allows our customers to use 'SmartTags' installed on our equipment (or a web URL) to access a personalized customer zone. Access your equipment documentation, find contract references, track service logs, manage spare parts, and plan your next maintenance to get the most out of your equipment.

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## **APPENDIX B**

### **Draft Tube Mixer Proposal**



# Carroll WWTP

---

Iowa

## Engineer

Veenstra & Kimm

## Representative

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## Contact

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Dylan Ellis  
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## Technical Proposal

- Item A – One (1) 24 in. External ExtremeDuty™ Mixer and 27 in. Draft Tube, Model SME11H
- Item B – One (1) 24 in. External ExtremeDuty™ Mixer and 27 in. Draft Tube, Model SME11H

## Clarifications and Exceptions

## Commercial Proposal

- Bidder's Contact Information
- Pricing
- Payment Terms
- Schedule
- Freight

## Warranty

## Terms & Conditions

# Technical Proposal

## Item A – One (1) 24 in. External ExtremeDuty™ Mixer and 27 in. Draft Tube, Model SME11H

Design Criteria		
Description	Unit	Dimension/Description
Tank Inside Diameter	ft	35
Cover Type	-	Fixed
High Liquid Level**	ft	22.5
Low Liquid Level**	ft	21.08
Volume per Tank	gallons	169,000
Mixers per Tank	Each	1 External
Flow Rate per Mixer*	gpm	9,000
Turnover Time	minutes	19
Drive Type	-	Belt Drive
Heat Exchanger Cap./Mixer	BTU/hr	567,000
Inlet Sludge Temperature	F	95
Hot Water Inlet Temperature	F	180
Hot Water Flow rate/Mixer	gpm	80

\*Minimum flow rate in upward or downward direction

\*\*Assumed values

WesTech ExtremeDuty™ Sludge Mixers provide vigorous mixing of digester contents to prevent stratification and improve the anaerobic process. They reliably speed gas production while reducing foaming and scum accumulation. This rugged design was originally developed to reduce the high service costs of digester mixers. It has proven to be so reliable that the ExtremeDuty™ Sludge Mixer is now used for maximum efficiency and durability in all WesTech digester mixing applications.



*WesTech ExtremeDuty™ Sludge Mixers' robust bearing system and ragless impeller design results in the best reliability in the market*

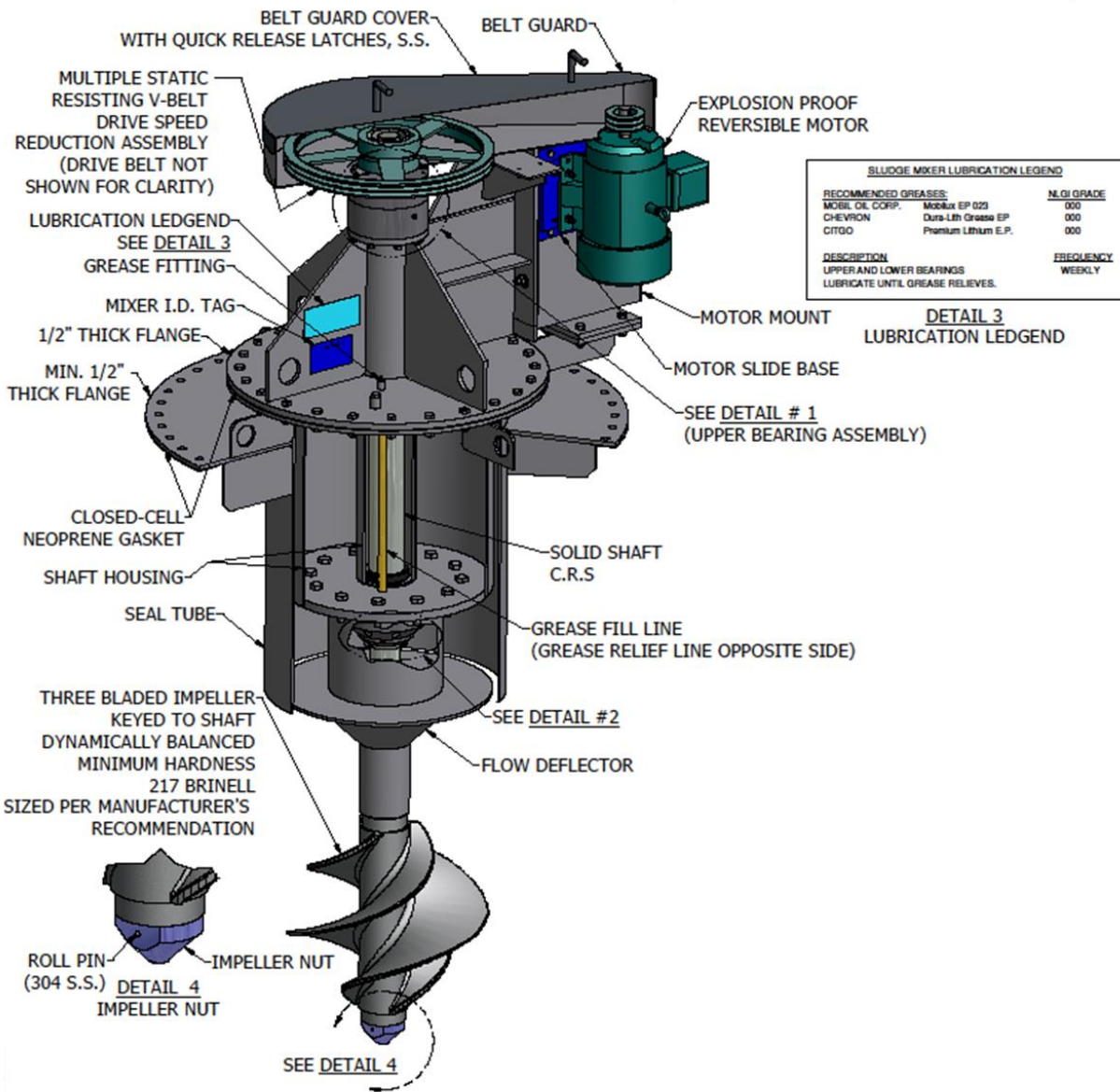
### Detailed Scope of Supply

Item	Unit	Dimension	Thickness	Material
Impeller	in	24	-	Cast Iron
Mixer Shaft	-	-	-	Solid CRS
Rigid Mixer Housing	-	-	-	Carbon Steel
Flow Deflector	in	24	-	Carbon Steel
Mixer Mounting Flange	in	-	0.75	Carbon Steel
Motor Mount	-	-	-	Carbon Steel
Belt Guard	-	-	-	304L Stainless Steel
Wall Tube	in	27	0.25	Carbon Steel
Draft Tube	in	27	0.25	Carbon Steel
Draft Tube Supports	-	-	-	Carbon Steel
Manual Greasing System	per mixer	1	-	Manufacturer's Standard
Draft Tube Portion of Jacket	in	-	0.1875	304L Stainless Steel
Jacket Material	in	-	0.25	304L Stainless Steel
Inlet/Outlet Piping	in	3	40	304L Stainless Steel
Bolts & Fasteners	-	-	-	304 Stainless Steel

### Motor Information

Description	Unit	Dimension/Description
Mixer Motor		
Motor Size	hP	10
Motor Speed	RPM	1750
Shaft Speed	RPM	318
Motor Rotation Direction	-	Forward and Reverse
Motor Safety Classification	-	Class 1 Division 1 Group D
Motor Voltage	V	230/460
Motor Frequency	Hz	60
Motor Phase	--	3





### Mixer Housing

The ExtremeDuty™ Mixer is supported by a large diameter, tubular mixer housing. This ensures substantially more rigidity than earlier designs using large, triangular gussets and eliminates the need of a stabilizer or “centering” device. This also allows our mixers to have a longer shaft.

### Impeller Shaft

WesTech designs the impeller shaft for minimal deflection at the impeller. The mixers are designed to avoid natural frequencies. This design keeps vibrations of the mixer to a minimum. Precise machine tolerances assure that the mixer runs quietly and smoothly.

## Wall Tube

The wall tube will have an upper and lower tee section for attachment of inlet and discharge pipes. They will penetrate the tank wall along a tank radial line and incorporate water stops for embedment in the concrete wall. The inside end of the pipes will terminate in 45-degree elbows which will be oriented to provide maximum mixing and scum breaking capability. The draft tube will be designed to permit removal of mixer without loss of digester gas through mixer port.

## Spent Grease Return

The unique grease return provides you with up-to-date information on the condition of the bearings and seals in the mixer.

## Heat Exchanger Jacket

The heat exchanger jacket will heat the digested sludge as it's re-circulated through the enclosed draft tube. Inlet/outlet piping will be provided which terminates at the mixer mounting port.

## Ragless Impeller

WesTech's dynamically balanced 3-blade cast iron impeller is designed with a ragless, reversible design. By simply changing the mixer rotation regularly, the ExtremeDuty™ sludge mixer self-cleans to prevent rag buildup and stringy mass accumulation. In addition, the 3-blade design allows for efficient mixing.

## Reversible Pumping

Unlike pump mix, gas mix, and mixers without a draft tube, the ExtremeDuty™ Sludge Mixers provide the flexibility of flow reversal. Downward pumping reduces foam and scum buildup that upsets the digestion process. Changing flow directions eliminates dead zones and stratification in your tank to optimize digester performance.

## Bearings

A double-thrust bearing and a spherical roller bearing keep the shaft in place and prevent wear from uneven loads. Bearings are sealed with mechanical and double-lip seals to ensure complete protection.

## All Grease Lubrication

WesTech provides lubrication equipment and an initial supply of the proper grease with each shipment of mixers to ensure that good lubrication starts from the very beginning. The grease lubrication system employs a spent grease return line that allows monitoring of the lower bearing condition. This inspection helps prevent downtime and keeps your operations running smoothly. Advantages include:

- Simple and robust lubrication design
- Lowest volume of grease usage (less than 20 L per year)
- Low-pressure grease delivery system prevents excessive pressurization of seals.
- Upper and lower bearings use low-viscosity "triple-aught" (000) grease that is not proprietary and can be purchased direct from many different suppliers.

## Mechanical Seal

Tough abrasion resistance combined with excellent heat resistance makes our heavy-duty bellows type mechanical seal durable in extreme applications.

## Controls & Instrumentation

Controls & Instrumentation			
Description	Type	Output Signal	Notes
Control Panel Type	NEMA 4	Alarm	Painted Steel
Control Panel Qty	Each	-	1 per tank
Local Push Button	NEMA 7	-	Explosion proof
Local Push Button Qty	Each	-	1 per mixer

### Control Panel

Remote control panel with the following components:

- Motor Starters
- H-O-A selector switch
- Auto time delay to ensure that mixer comes to a complete stop when switching from forward to reverse in auto mode.
- Programmable Relays

### Local Push Button

Local forward-stop-reverse push button to be mounted near the mixer.

## Additional Information

Paint							
Coating Area	Sandblast SSPC	Paint Type	Brand	Product #	Total DFT	Coats	
Mixer Submerged	SSPC-SP-10	Prime	Tneme-Liner	TNEMEC Series 61	10-12 mils	1	
		Intermediate	None	None	None	None	
		Final	Tneme-Liner	TNEMEC Series 61	10-12 mils	1	
Mixer Non-Submerged	SSPC-SP-10	Prime	Tneme-Liner	TNEMEC Series 61	4-6 mils	1	
		Intermediate	None	None	None	None	
		Final	Endura-Shield	TNEMEC 73-B5712	3-5 mils	1	
Wall Tube	SSPC-SP-10	Prime	Pota-Pox Plus	TNEMEC N140	4-6 mils	1	
Draft Tube	SSPC-SP-10	Prime	Pota-Pox Plus	TNEMEC Pota-Pox Plus	4-6 mils	1	

## Shipping Weights

Item	Unit	Weight
Mixer	lb	4,000
Wall Tube	lb	1,350
Draft Tube	lb	2,750

## On-Site Services

WesTech Trips to Site		
Description	Units	Value
Number of Trips	-	1
Total Time on Site	Days	2

### Field Service

Included field service is for installation inspection, startup, and operator training. Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

## Item B – One (1) 24 in. External ExtremeDuty™ Mixer and 27 in. Draft Tube, Model SME11H

Design Criteria		
Description	Unit	Dimension/Description
Tank Inside Diameter	ft	40
Cover Type	-	Gasholding
High Liquid Level**	ft	24.5
Low Liquid Level**	ft	19.61
Volume per Tank	gallons	240,800
Mixers per Tank	Each	1 External
Flow Rate per Mixer*	gpm	10,200
Turnover Time	minutes	24
Drive Type	-	Belt Drive
Heat Exchanger Cap./Mixer	BTU/hr	567,000
Inlet Sludge Temperature	F	95
Hot Water Inlet Temperature	F	180
Hot Water Flow rate/Mixer	gpm	80

\*Minimum flow rate in upward or downward direction

\*\*Assumed values

WesTech ExtremeDuty™ Sludge Mixers provide vigorous mixing of digester contents to prevent stratification and improve the anaerobic process. They reliably speed gas production while reducing foaming and scum accumulation. This rugged design was originally developed to reduce the high service costs of digester mixers. It has proven to be so reliable that the ExtremeDuty™ Sludge Mixer is now used for maximum efficiency and durability in all WesTech digester mixing applications.



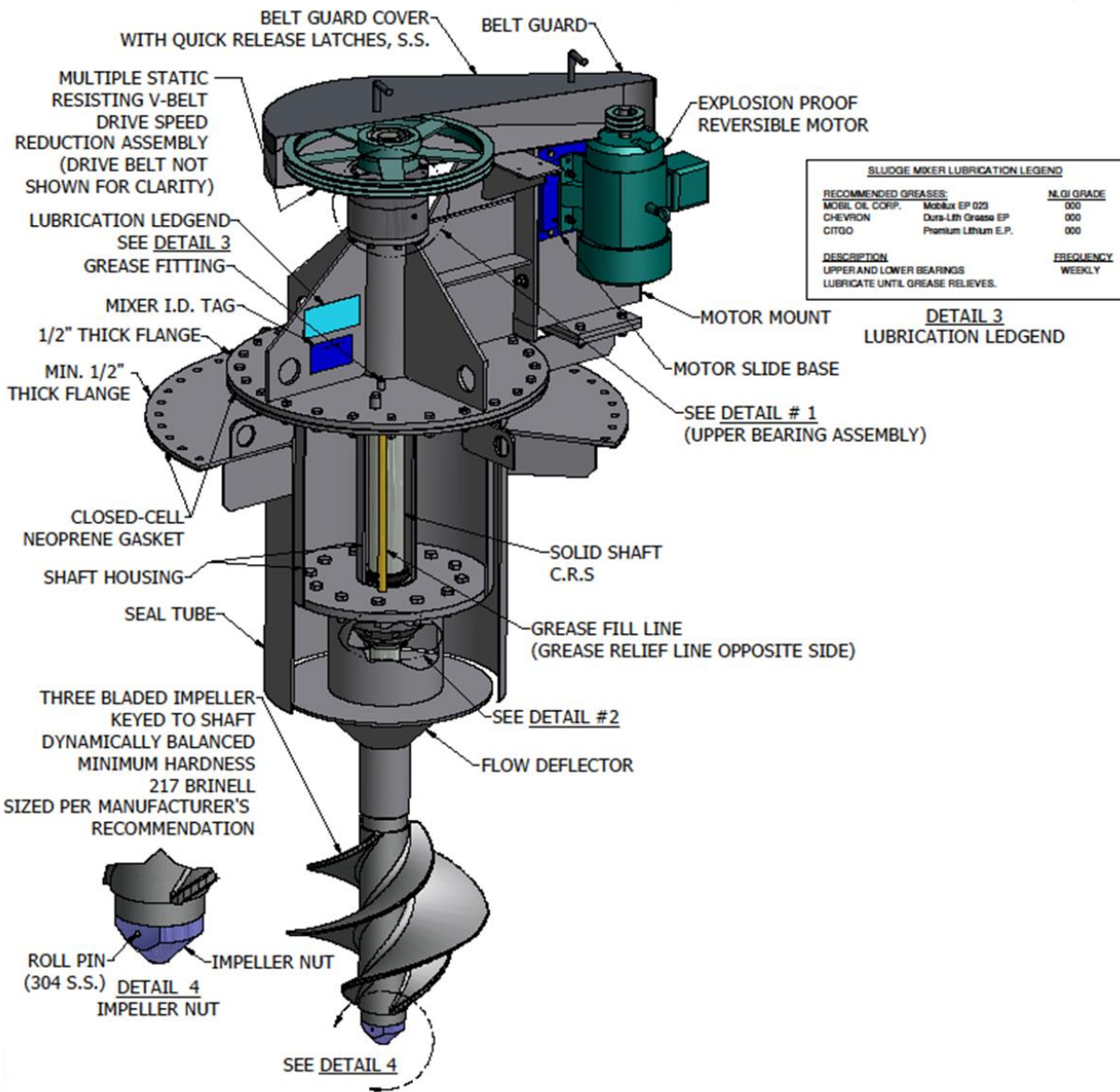
*WesTech ExtremeDuty™ Sludge Mixers' robust bearing system and ragless impeller design results in the best reliability in the market*

### Detailed Scope of Supply

Item	Unit	Dimension	Thickness	Material
Impeller	in	24	-	Cast Iron
Mixer Shaft	-	-	-	Solid CRS
Rigid Mixer Housing	-	-	-	Carbon Steel
Flow Deflector	in	24	-	Carbon Steel
Mixer Mounting Flange	in	-	0.75	Carbon Steel
Motor Mount	-	-	-	Carbon Steel
Belt Guard	-	-	-	304L Stainless Steel
Wall Tube	in	27	0.25	Carbon Steel
Draft Tube	in	27	0.25	Carbon Steel
Draft Tube Supports	-	-	-	Carbon Steel
Manual Greasing System	per mixer	1	-	Manufacturer's Standard
Draft Tube Portion of Jacket	in	-	0.1875	304L Stainless Steel
Jacket Material	in	-	0.25	304L Stainless Steel
Inlet/Outlet Piping	in	3	40	304L Stainless Steel
Bolts & Fasteners	-	-	-	304 Stainless Steel

### Motor Information

Description	Unit	Dimension/Description
Mixer Motor		
Motor Size	hP	15
Motor Speed	RPM	1750
Shaft Speed	RPM	318
Motor Rotation Direction	-	Forward and Reverse
Motor Safety Classification	-	Class 1 Division 1 Group D
Motor Voltage	V	230/460
Motor Frequency	Hz	60
Motor Phase	--	3



### Mixer Housing

The ExtremeDuty™ Mixer is supported by a large diameter, tubular mixer housing. This ensures substantially more rigidity than earlier designs using large, triangular gussets and eliminates the need of a stabilizer or “centering” device. This also allows our mixers to have a longer shaft.

### Impeller Shaft

WesTech designs the impeller shaft for minimal deflection at the impeller. The mixers are designed to avoid natural frequencies. This design keeps vibrations of the mixer to a minimum. Precise machine tolerances assure that the mixer runs quietly and smoothly.

## Wall Tube

The wall tube will have an upper and lower tee section for attachment of inlet and discharge pipes. They will penetrate the tank wall along a tank radial line and incorporate water stops for embedment in the concrete wall. The inside end of the pipes will terminate in 45-degree elbows which will be oriented to provide maximum mixing and scum breaking capability. The draft tube will be designed to permit removal of mixer without loss of digester gas through mixer port.

## Spent Grease Return

The unique grease return provides you with up-to-date information on the condition of the bearings and seals in the mixer.

## Heat Exchanger Jacket

The heat exchanger jacket will heat the digested sludge as it's re-circulated through the enclosed draft tube. Inlet/outlet piping will be provided which terminates at the mixer mounting port.

## Ragless Impeller

WesTech's dynamically balanced 3-blade cast iron impeller is designed with a ragless, reversible design. By simply changing the mixer rotation regularly, the ExtremeDuty™ sludge mixer self-cleans to prevent rag buildup and stringy mass accumulation. In addition, the 3-blade design allows for efficient mixing.

## Reversible Pumping

Unlike pump mix, gas mix, and mixers without a draft tube, the ExtremeDuty™ Sludge Mixers provide the flexibility of flow reversal. Downward pumping reduces foam and scum buildup that upsets the digestion process. Changing flow directions eliminates dead zones and stratification in your tank to optimize digester performance.

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		Final	Tneme-Liner	TNEMEC	Series 61	10-12 mils	1
Mixer Non-Submerged	SSPC-SP-10	Prime	Tneme-Liner	TNEMEC	Series 61	4-6 mils	1
		Intermediate	None	None	None	None	None
		Final	Endura-Shield	TNEMEC	73-B5712	3-5 mils	1
Wall Tube	SSPC-SP-10	Prime	Pota-Pox Plus	TNEMEC	N140	4-6 mils	1
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### Field Service

Included field service is for installation inspection, startup, and operator training. Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

# Clarifications and Exceptions

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## General Clarifications

**Terms & Conditions:** This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Paint:** If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

**Escalation:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

**USA Tariffs and Current Trade Laws:** All prices are based on current USA and North America tariffs and trade laws/agreements at time of bid. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

**The Infrastructure Investment and Jobs Act of 2021 (IIJA)** includes potentially significant changes to historical “Buy American” or “American Iron and Steel” (AIS) requirements for federally funded projects, including water-related infrastructure projects as administered by the Environmental Protection Agency (EPA). The IIJA was signed into law on Nov 15, 2021. However the EPA has yet to issue additional information and guidance clarifying the application and interpretation of these changes. Although WesTech makes every effort to source the steel for our equipment and products domestically, not everything is reasonably or commercially available to meet all project specific constraints. Consequently, any proposal or offer for sale by WesTech, including any resulting equipment order, does not guarantee compliance with the Buy American provisions of the Infrastructure Investment and Jobs Act of 2021 at this time.

## Clarifications and Comments

- Platform, grating and handrail for maintenance platform are not by WesTech.
- WesTech is not responsible for concrete design for new or existing concrete, nor for determining the suitability of the concrete to withstand any design loads.

- WesTech has assumed the tank top of wall, high and low liquid elevations and tank bottom of wall elevation for this budget. If these differ from what is onsite WesTech will provide a new budget.
- 1.02.C.f WesTech has included a standard control panel and pushbutton station for this budget.

### Items Not by WesTech

Electrical wiring, conduit or electrical equipment, any piping and supports, valves, fittings, shimming material, digester tankage, lubricating oil or grease, shop or field painting, field welding, erection, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, field service, (except as specifically noted).

## Exceptions

### Item A Exceptions

1.04.A.1 WesTech has proposed a 10 hp mixer in lieu of a 7.5 hp mixer. Based on calculations taking into account the headless through the draft tube and wall tubes WesTech believes a 10 hp mixer is required.

1.02.C.2 WesTech has not included the cost or field service for tracer testing. Further information is required to provide an estimate of this cost.

2.01.D.10 WesTech has not included a VFD for this budget.

2.01.E WesTech cannot guarantee the location of the lower bearing will be within 4 in of the impeller. WesTech will also provide our standard mechanical seal in lieu of the specified tungsten carbide and cartridge system specified.

2.01.F WesTech will provide our standard grease lubrication system that does not require a sensing assembly.

2.01.H WesTech will not include a stabilizing guide as one is not needed with the rigid mixer housing.

3.02.B WesTech will provide 304 stainless steel adhesive anchors in lieu of the specified 303 stainless steel anchors. The cost of 303 stainless steel anchors is more than double the cost of 304 stainless steel anchors without added benefit.

### Item B Exceptions

1.04.A.2 WesTech has proposed a 15 hp mixer in lieu of a 10 hp mixer. Based on calculations taking into account the headless through the draft tube and wall tubes WesTech believes a 15 hp mixer is required.

1.02.C.2 WesTech has not included the cost or field service for tracer testing. Further information is required to provide an estimate of this cost.

2.01.D.10 WesTech has not included a VFD for this budget.

2.01.E WesTech cannot guarantee the location of the lower bearing will be within 4 in of the impeller. WesTech will also provide our standard mechanical seal in lieu of the specified tungsten carbide and cartridge system specified.

2.01.F WesTech will provide our standard grease lubrication system that does not require a sensing assembly.

2.01.H WesTech will not include a stabilizing guide as one is not needed with the rigid mixer housing.

3.02.B WesTech will provide 304 stainless steel adhesive anchors in lieu of the specified 303 stainless steel anchors. The cost of 303 stainless steel anchors is more than double the cost of 304 stainless steel anchors without added benefit.

# Commercial Proposal

Proposal Name: Carroll WWTP  
 Proposal Number: 1960798  
 Friday, August 04, 2023

## 1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Tom Dumbaugh
Phone	(801) 265-1000
Email	tdumbaugh@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Budget Pricing

Currency: USD

### Scope of Supply

A	One (1) 24 in dia. ExtremeDuty™ Sludge Mixer, Model SME11H	\$295,000
B	One (1) 24 in dia. ExtremeDuty™ Sludge Mixer, Model SME11H	\$295,000
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

### Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,200
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Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy can be provided upon request for more details.

## 3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	40%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

## 4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	8 to 10 weeks
Ready to Ship, after Receipt of Final Submittal Approval	24 to 28 weeks
<b>Estimated Weeks to Ready to Ship</b>	<b>32 to 38 weeks*</b>

\*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval.

## 5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
<b>From</b>	<b>Final Destination</b>	<b>Number of Trucks or Containers</b>
WesTech Shops	Carroll, IA	Approximately 2

# One-Year Warranty

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WesTech is meeting a global need for clean water through technology treatment solutions. We are proud that the equipment and systems we design, build, maintain, and operate are making the world a better place and creating a more sustainable environment for future generations.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear or consumables. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.



# Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

**4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

**5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

**7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-

party index, and in both cases without any additional profit or margin being added.

**8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

**9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be paid for at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC's drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

**13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited

to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. WARRANTY:** WesTech Engineering LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

**16. PATENTS:** WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance

at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. FORCE MAJEURE:** Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

**20. RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

**21. BACKCHARGES:** WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC.

**22. INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**23. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

**24. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering, LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**25. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**26. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

**27. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or

contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX C**

### **Gas Handling & Gas Safety Equipment**

The Varec Biogas 244W Series Waste Gas Burner is a highly reliable flare and ignition system ideal for use in burning excess biogas.

### INTRODUCTION

The Varec Biogas 244W Series Waste Gas Burner is a highly reliable flare and ignition system. The pilot has proven reliability even in extreme climate conditions. The 244W Series is ideal for use in burning excess biogas.

### APPLICATION

Excess biogas must be disposed of safely. The gas is flared to avoid an odor nuisance or an explosion hazard. Biogas is generated through the anaerobic digestion of organic solids. It is produced in municipal or industrial anaerobic digesters, lagoons, and municipal landfills. Biogas is typically a highly-moist mixture of gases. It consists of approximately 55 to 70% methane, 25 to 35% carbon dioxide and trace amounts of nitrogen, hydrogen sulfide, and water vapor. The biogas often has a fluctuating flow and BTU value. The 244W Series is designed to operate reliably at low and high flow rates, and is not affected by changes in the biogas BTU value.

### OPERATION

The Varec Biogas 244WS Series Burner is a state-of-the-art, candle-stick flare. The burner utilizes a patented pilot ignition system. Pilot gas and air are mixed and ignited at ground level, remote from the burner stack. This controlled method results in a stable pilot flame with an ideal gas-to-air ratio. The pilot burns a true stoichiometric, non-smoking flame. It is not affected by changes in the biogas flow rate or BTU content.

The electronics package controls automatic pilot ignition and monitoring. During the ignition cycle, pilot gas is directed to the flame retention nozzle. Pilot gas is also directed to the venturi



BURNERS/FLARES

where air is inspired. The air/gas mixture is ignited at the venturi outlet. The ignition generates a flame front which travels through the continuous flame line and exits the continuous flame nozzle at the burner tip. Gas flowing in the flame retention nozzle is ignited by this flame front.

A thermocouple is installed in the continuous flame nozzle. When it reaches its temperature setting, the pilot gas flowing in the secondary flame retention line is shut-off. Pilot is flowing only on the continuous flame line and only when there is demand to combust biogas at the burner.

In case the pilot is lost, automatic pilot re-ignition occurs in AUTO mode. If the burner goes through the number of re-ignition attempts within the set time and the thermocouple fails to reach its temperature setting, a system alarm comes on requiring a manual re-set.

### DESIGN FEATURES

The 244W Series design includes features that provide reliable and efficient operation.

## Varec Biogas 244W Series

Waste Gas Burner & Ignition System

### DESIGN FEATURES cont...

The flare can withstand wind loading of 150 mph (242 km/h) and wind speeds of 110 mph (180 km/h). Baffles, downdraft preventers, vortex vanes, and secondary stacks are not required. The inclined continuous pilot nozzle provides a long-profile flame which penetrates the waste gas as it passes through. This feature ensures the biogas is ignited at near zero flows.

Installation is simplified. The burner allows high turndown ratios; therefore there is no need to manifold several burners together. Pre-cast concrete supports are not necessary. The burner includes an integral ANSI 150 RF flange. The contractor just has to provide a matching flange and pipe supports. These features keep installation costs to a minimum.

The venturi-driven pilot burns at higher

temperature when fueled by propane, natural gas or biogas (see 244WG or 244WL systems). This improves H<sub>2</sub>S conversion, which reduces odor to a minimum. The heavy-wall continuous pilot nozzle and flame retention nozzle are both mounted at the burner tip. The nozzles are designed to withstand the elevated pilot temperature and H<sub>2</sub>S environment. A heavily protected thermocouple permits pilot flame monitoring. The thermocouple provides an extremely reliable pilot signal.

Contacts are provided as standard for remote pilot indication and system alarm. HAND and AUTO ignition mode is selectable.

The Varec Biogas 244WS is designed to operate satisfactorily in very cold climates. The large venturi design allows the ignition components to be

mounted up to 100 feet (30 m) away from the burner. The control package may also be mounted at this distance without suffering any performance loss. The venturi includes a backflash preventer for safety. An anti-clog orifice is supplied which eliminates the need for pilot filters.

The Varec Biogas Model 244WS is designed with operator safety in mind. All hi-tension leads and sparking devices are located a safe distance from the flame. Typical adjustments and maintenance are performed at ground level, away from the heat of combustion. Ignition components are also located remote from the burner, which provides optimum serviceability.

#### Blower Package

A blower package is available when the pilot gas supply is less than 10 psig (70 kPa) and as low as 8" W.C. (2 kPa) pressure.

The burner stack and control panel design is the same as the standard 244WS with a venturi.

This option can also handle the same burner flow capacities. Local or "Remote-Start" features are still available. You retain the advantage of having the theory of operation using flamefront technology.

A blower panel replaces the venturi and valve + regulator panel and utilizes a blower to pre-mix air and pilot gas. The blower comes with an air/gas mixing chamber to achieve proper air-gas mixture and is ignited at the chamber exit. It also includes the pilot gas solenoid valves, regulators and gauges required to control pilot gas. See the Sample Specification Product Data Sheet for more information.

#### 244WG Series Low Pressure Pilot Ignition System

The Varec Biogas 244WG option is specifically designed to burn biogas efficiently with the use of low pressure biogas for pilot fuel (4"  $\leq$  pilot gas pressure  $\leq$  14" WC) without the requirement of blower-assisted fuel or air.

The Burner comes with two inspirating venturis to help pre-mix air and pilot gas and ensure pilot reliability and efficient combustion of biogas even with the low volume biogas pilot fuel. The control panel and pilot gas control components are mounted on stainless steel plate. It is installed a maximum of 10 feet horizontal distance from the waste gas burner. The pilot gas piping from the venturis to the waste gas burner connection must be a straight pipe - no pipe bends allowed. This will ensure that the stoichiometric gas can travel to the burner tip.

The 244WG also utilizes flamefront technology like the 244WS option and follows the same operation scheme.

#### 244WL Series Low Pressure Pilot Ignition System

The 244WL ignition system utilizes the same flame front technology as the industry standard for our Model 244W Waste Gas Burners. The pilot gas control components panel can be mounted up to 70 ft. (seventy feet) from the burner stack. It can utilize biogas, natural gas or propane at pressures as low as 4" WC.

The 244WL ignition system no longer requires a straight pilot gas piping run from the pilot gas control components panel to the burner stack. 45 degree elbows are allowed providing for greater flexibility during design and installation.

The "L" ignition system comes equipped with a blower to pre-mix air with the pilot gas to achieve the proper air-gas mixture required for combustion. This pre-mixing of the pilot gas and air insures that the pilot stays lit under virtually all flow and weather conditions.

The sparkplug is located at the exit of the 2" mixing chamber. A flame front travels

**244WL Series...cont..**  
**Low Pressure Pilot Ignition System**

on the 2" pilot gas line and as it exits the burner stack, the 1/2" retention line is there to capture the flame front.

The angled design of the pilot gas piping has been field tested to achieve the proper air-gas mixture needed for optimum combustion of the waste gas.

All serviceable items are located remotely from the burner stack which protects all electrical components from the heat of combustion. More importantly, Operators are protected from radiant heat effects from the waste gas burner when it is in operation.

**OPTIONAL FEATURES**

**"Remote - Start"**

If biogas will be flared intermittently, an option to conserve pilot fuel is available through our "Remote-Start" pilot ignition option. It includes a pilot-gas supply solenoid valve, which opens when pilot ignition is required and remains open while the gas is flaring. The solenoid may be specified to: (a) fail open which will continue to deliver pilot fuel during a power failure and keep the burner operational in an emergency condition, or (b) fail close, which is used when a blower is available to deliver the biogas to the burner ("L" ignition system).

The "call for ignition" signal may be provided by a pressure switch, flow- switch, or through a contact change- over.

**Heater & Thermostat**

For ambient temperatures below -20°F (-29°C), a heater and thermostat is recommended.

**Flashback Protection**

It is recommended that suitable flame flashback protection be installed in fuel gas lines supplying any of the 244W burner systems. Please refer to 5200 Series Product Data Sheet for information.

**Control**

The standard control panel is provided with relay logic and is also available with a programmable logic controller (PLC).

The PLC can be provided with HMI touch screen controls which provide the same inputs and outputs as our relay logic panel. Please consult the factory for additional information on our PLC-based control panel.

**Remote Spark Generator**

The hi-tension lead wire supplied with the unit is a maximum 10 feet (3 m) in length. In cases where the control panel that houses the transformer cannot be located within 10 feet of the spark plug location, a remote generator can be specified.

The transformer is supplied in either a NEMA 4, 4X or 4 & 7 enclosure and located within 10 feet of the spark plug. This allows an operator to have the control panel installed further away from the burner for improved burner monitoring.

**SPECIFICATIONS**

**Sizes**

2", 3", 4", 6", 8", 10" and 12"

**Connections**

**Burner Stack**

ANSI 150 RF Flange

**Control Panel**

Power Supply Input:  
115/120 VAC, 60Hz, Standard  
220/240 VAC, 50Hz, Option  
220/240 VAC, 60Hz, Option

**Load:**

Maximum 10 AMPS at 120 VAC or  
5 AMPS at 220 VAC (50/60 Hz)

**Ambient Temperature Rating:**

-20°F to +131°F (-29°C to +55°C), Standard

**Remote Alarm Contacts**

SPDT (NC, NO and Common) contacts  
Contact Rating:

2 amps at 115 or 240 VAC (50/60 Hz)

**Function:**

Pilot Out and System Alarm

**Materials**

**Burner**

Stainless Steel shroud and upper 24" of stack;  
remainder mild steel, standard.

All 304SS or 316SS (Optional)

**Pilot Nozzles**

316 SS

**Thermocouple**

316 SS

**Control Enclosure<sup>1</sup>**

NEMA 4, steel construction, Standard

NEMA 4X, 316 SS construction, Optional

NEMA 7, aluminum construction with o'ring or steel,  
Optional

**Notes:**

1. UL Certified.

**High Pressure Pilot Gas Supply**

Natural Gas or Propane

Minimum supply pressure: 10 PSIG (70 kPa)

Maximum supply pressure: 100 PSIG (700 kPa)

Recommended Pipe Length from Venturi to continuous  
flame nozzle:

Minimum distance: 15 feet (5m)

Maximum distance: 100 feet (30)

**Low Pressure Pilot Gas Supply**

When available pilot gas pressure is less than 10  
PSIG (70 kPa) and greater than 4" WC.

**Blower Package**

Natural Gas or Propane

Minimum Supply Pressure: 6" - 8" WC Explosion  
proof motor and switch, Standard

Recommended Pipe Length from blower package to  
continuous flame nozzle:

Maximum distance: 33 feet (10m)



# Varec Biogas 244W Series

## Waste Gas Burner & Ignition System

### SPECIFICATIONS

#### 244WG Biogas Pilot Ignition System

Dry Biogas Pilot of 500 BTU/ft<sup>3</sup> minimum

Biogas or Natural Gas Supply Pressure

Supply Pressure:

4" WC min. to 14" WC max.

Recommended Pipe Length from Venturis to waste gas burner (244WG):

Maximum distance: 10 feet (3m)

Only one 90° bend allowed on pilot gas piping, maximum.

#### 244WL Biogas Pilot Ignition System

Dry Biogas Pilot of 500 BTU/ft<sup>3</sup> minimum

Biogas, Natural Gas or Propane

Supply Pressure:

4" WC min. to 20" WC max  
(100 mm WC - 500 mm WC)

Pilot Gas Piping Connections

1. Pilot Fuel Supply - 1" NPT
2. Valve & Regulator Panel Connections.
  - a. Continuous Line - 2" NPT
  - b. Flame Retention Line - 1/2" NPT

#### Recommended Pipe Length from Venturi continuous flame nozzle:

Maximum distance: 70 feet (21m)

45° bend allowed on pilot gas piping.

#### Notes:

Varec Biogas does not supply the pilot gas piping between the valve & regulator panel to the combustion stack.

#### Gas to be Flared

Biogas

Composed primarily methane (50-55%) and CO<sub>2</sub> (40-45%).

#### Minimum inlet pressure

4" WC (1 kPa)

#### Optional Features

##### Auto-Start signal (specify with)

Dry contact, Standard

##### Explosion proof pressure switch

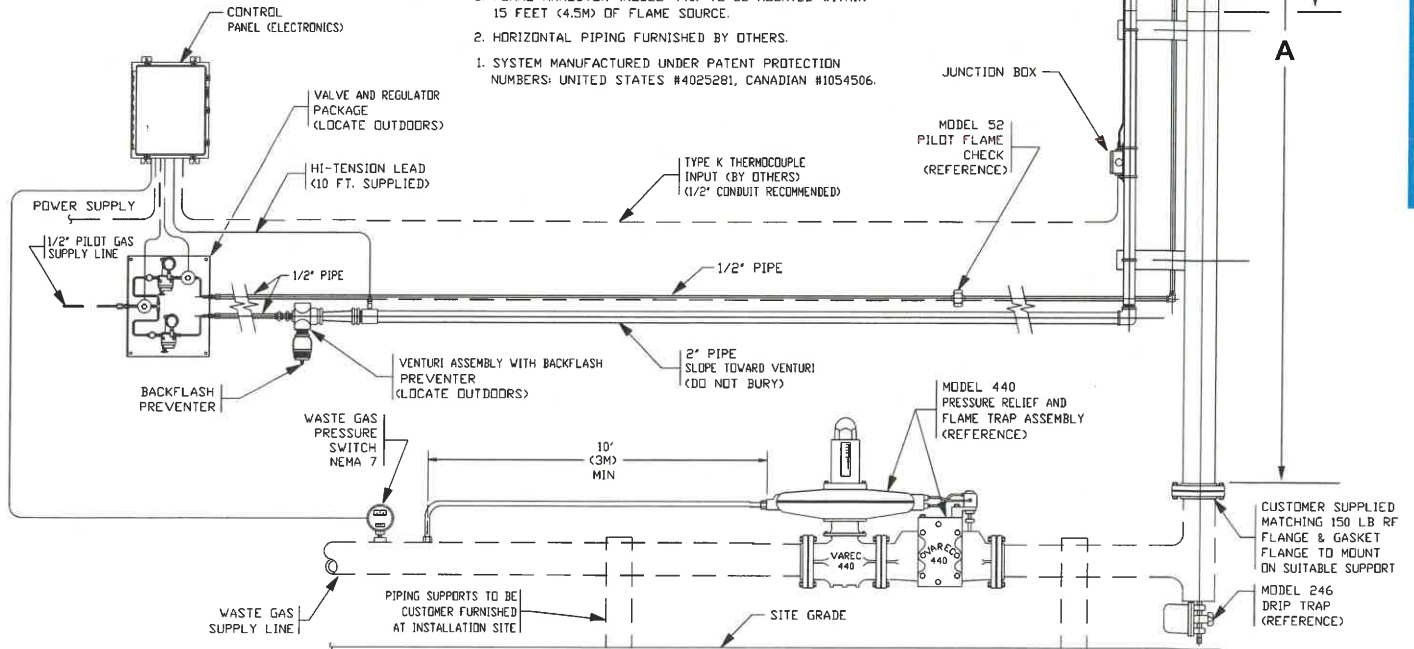
Operating range: 4" - 20" (100mm - 500 mm) WC

Deadband: Approximately 0.5" (13mm) WC

#### Dimensions, inches and pounds [millimeters and kilograms]

Size Code	2	3	4	6	8	0	1
Nominal Pipe Size	2 [50]	3 [80]	4 [100]	6 [150]	8 [200]	10 [250]	12 [300]
A	88 [2235]	92 [2337]	92 [2337]	128 [3251]	144 [3658]	176 [4470]	188 [4775]
B	20 [508]	24 [610]	24 [610]	32 [813]	48 [1219]	48 [1219]	60 [1524]
C	17 [431]	18 [457]	19 [482]	22 [559]	24 [610]	30 [762]	36 [914]
Weight (Burner)	150 [68]	175 [79]	200 [91]	300 [136]	425 [193]	750 [341]	950 [432]

6. ALL CONDUIT AND FIELD WIRING BY OTHERS.
5. LOCATE VENTURI AND CONTROL PANEL BETWEEN 25' (7.6M) AND 100' (30M) FROM PILOT NOZZLE. LOCATE VENTURI MAXIMUM 10 FEET (3M) FROM CONTROL PANEL.
4. BACKFLASH PREVENTER TO BE MIN OF 24" (610mm) ABOVE GRADE AND INSTALLED SO THAT IT WORKS IN A VERTICAL MOTION, AS SHOWN.
3. FLAME ARRESTER (MODEL 440) TO BE MOUNTED WITHIN 15 FEET (4.5M) OF FLAME SOURCE.
2. HORIZONTAL PIPING FURNISHED BY OTHERS.
1. SYSTEM MANUFACTURED UNDER PATENT PROTECTION NUMBERS: UNITED STATES #4025281, CANADIAN #1054506.



#### Notes:

1. The appropriate height of the flare must be calculated to ensure occupational safety. Consult factory for assistance.
2. Stack dimensions are the same for all the options available with the 244W (244WS or 244WG).

BURNERS/FLARES



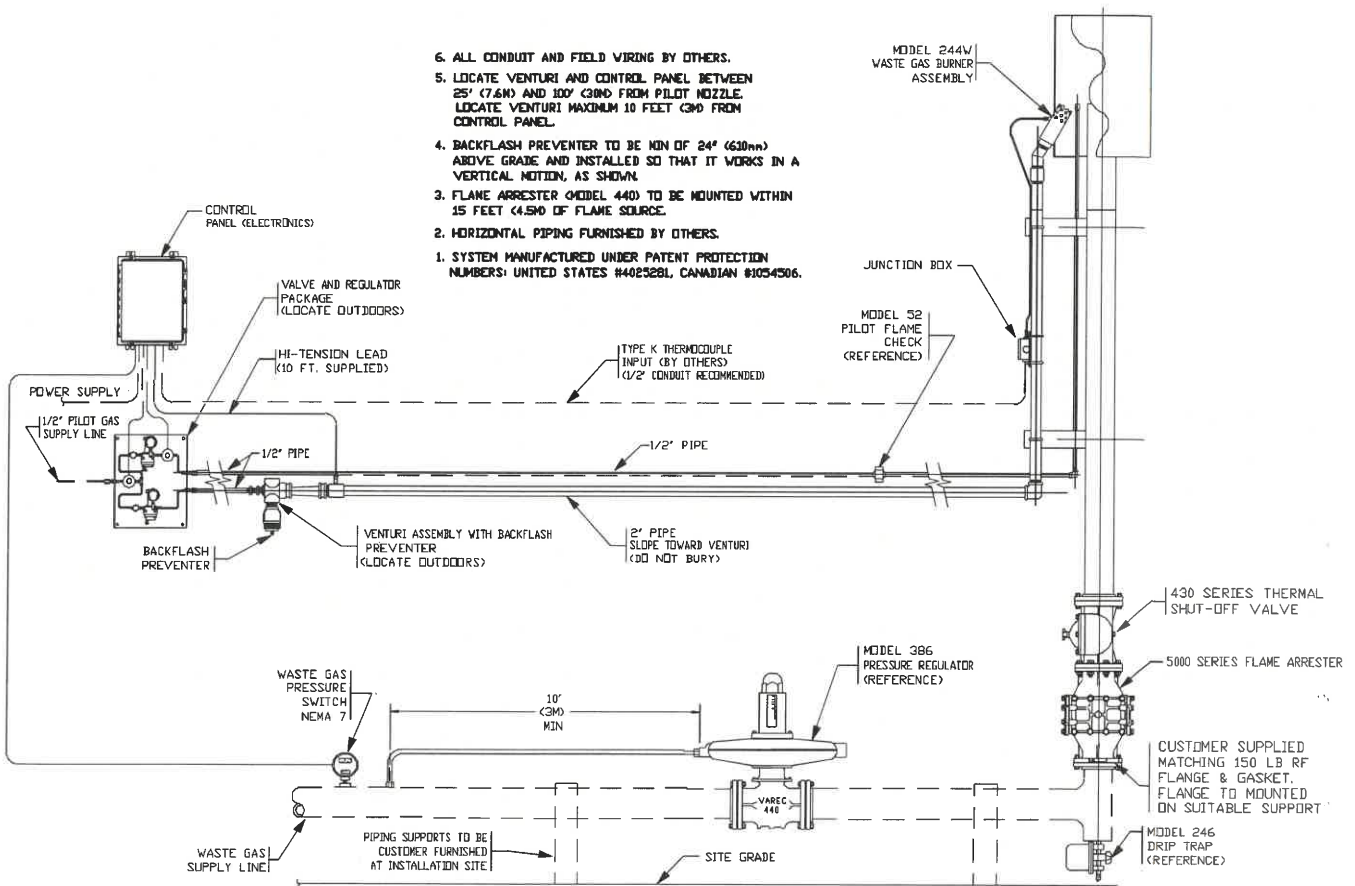
## SPECIFICATIONS

### Burning Capacity, FT<sup>3</sup>/HR [M<sup>3</sup>/HR] - Maximum Flows

Flow stated for biogas with specific gravity 0.8 with 4" WC inlet pressure at flange connection and 0.5" WC pressure drop at 60°F (15°C) between the inlet flange and burner tip. Consult factory for flare sizing based on meeting 40 CFR Part 60.18 and Water Environment Federation, Manual of Practice (MOP) No. 8.

Size Code	2	3	4	6	8	0	1
	2"	3"	4"	6"	8"	10"	12"
FT <sup>3</sup> /HR	3850	11600	22250	51300	88150	150000	250000
M <sup>3</sup> /HR	109	328	630	1453	2496	4245	7075
<b>MOP 8 Recommended Maximum flow rates*</b>							
FT <sup>3</sup> /HR	1100	2500	4275	9520	16350	25580	36170
M <sup>3</sup> /HR	31	71	121	270	463	724	1024

\*The Water Environment Federation Manual of Practice Number 8 (MOP 8), copyright 1998 recommends a velocity of no more than 12 feet per second. The maximum flowrates given are based upon Schedule 10 pipe leading up to the burner. Different schedule pipe will have different maximum recommended flowrates.



BURNERS/FLARES

Figure 02: 244WS - Venturi with Varec Biogas 386 Series Regulator and 450 Series Flame Trap Assembly

The 450 Flame Trap Assembly is not designed to support burner weight. Alternate support may be required and is recommended.



# Varec Biogas 244W Series

Waste Gas Burner and Ignition System

## ORDERING INFORMATION

Model	Product Description
244W	Waste Gas Burner & Ignition System
	<b>Code</b> Pilot Ignition System
	S Standard
	G Low Pressure Pilot Ignition System (pilot gas is 15" WC > X > 4" WC)
	L Low Pressure Pilot Ignition System (pilot gas is 20" WC > X > 4" WC)
	<b>Code</b> Size
	2 2"
	3 3"
	4 4"
	6 6"
	8 8"
	0 10"
	1 12"
	<b>Code</b> Power Requirements (Must select one)
	1 115/120 VAC, 60 Hz (standard)
	2 220/240 VAC 60 Hz
	3 220/240 VAC 50 Hz
	<b>Code</b> Electronic Enclosure Rating (Must Select One)
	4 NEMA 4, Weatherproof (standard)
	7 NEMA 7, Explosion-proof (optional)
	9 NEMA 4X, Stainless Steel (optional)
	<b>Code</b> Auto-Start Option (Must select one)
	0 None-Manual Start
	1 Dry Contact - NEMA 7 Pressure switch included
	2 Dry Contact - Pressure switch not required
	<b>Code</b> Pilot Solenoid (Used only with Auto-Start option) (Must select one)
	0 No Auto-Start option required
	1 Pilot solenoid shall fail open (not available with blower package)
	2 Pilot solenoid shall fail closed
	<b>Code</b> Blower Package Option (Must select one)
	Indicate when specifying:
	0 Standard venturi-driven system (pilot gas 10 psig or greater) or "G" & "L" Pilot Ignition System
	1 Blower-driven system <sup>5</sup>
	<b>Code</b> Available Options (May select more than one)
	0 None required (standard)
	1 Heater and thermostat mounted within electronic enclosure panel
	2 Remote Spark Generator NEMA 4
	3 Remote Spark Generator NEMA 7
	4 Low pressure Natural Gas for Pilot Gas (244WG & 244WL option)
	5 Propane/LPG for Pilot Gas ( 244WS or 244WL option)
	6 244WG or 244WL Mounting Stand & Weatherhood (Steel and galvanized weatherhood construction) <sup>1</sup>
	7 244WG or 244WL Mounting Stand & Weatherhood (304 or 316 Stainless Steel Construction) <sup>1</sup>
	8 Auxiliary Weatherhood and Mounting Stand (Steel with galvanized weatherhood construction) <sup>2</sup>
	9 Auxiliary Weatherhood and Mounting Stand (304 SS or 316 SS construction) <sup>2</sup>
	R Relay for use with Model 386/440 <sup>3</sup>
	A Anchor Bolt Calculations
	B Standard Support Burner Base for Flare Stack <sup>6</sup>
	C CSA Approval (Min. Stack Height, FF Flange, CSA Inspection)
	W Left Exit Panel (right exit - standard)
	P Step down pilot gas pressure regulator Max 10 psig regulated to 12" WC <sup>7</sup>
	<b>Code</b> Burner Stack, Shroud and Pilot Gas Piping Material <sup>4</sup>
	* Leave blank when specifying standard of Upper 24-inches of stack.
	S4 All 304 SS
	S6 All 316 SS

244W S 6 1 4 1 1 0 0 Example 34,455

(Example: Standard Unit 6" flange connection; electronic panel to accept 120 VAC, 60 Hz input power; housed in NEMA 4 enclosure. Includes Auto-Start option with pressure switch/dry contact input and fail open pilot solenoid valve.)

## Varec Biogas 244W Series

Waste Gas Burner and Ignition System

### Notes:

1. Available option with the 244WG and 244WL. Specify on sales order if 304 or 316 is required.
2. Option can be used for 244WS, 244WG and 244WL systems.
3. Always include this option when specifying a three-way solenoid valve with the Model 386/440.
4. Add an S4 or S6 at the end of the PN to signify choice of either all 304 SS or all 316 SS burner stack, shroud and pilot gas piping.
5. The blower driven system come standard with Explosion proof motor and switch.
6. Standard design for support base. Add an SPC if is is a special support base required is per the Engineer's drawings.
7. Include a step down pressure regulator if the available pilot gas supply pressure is greater than 0.75 psi.



The 5810B/5820B Series Relief Valve and Flame Arrester is a combination of the 2010B/2020B Series Pressure and Vacuum Relief Valve and the 5000 Series Flame Arrester.

## INTRODUCTION

The VAREC 5810B/5820B Series Relief Valve and Flame Arrester is a combination of the VAREC 2010B/2020B Series Pressure and Vacuum Relief Valve and the VAREC 5000 Series Flame Arrester. This unit combines the high flow capacity of a relief valve with the easy-to-maintain extensible bank flame arrester for maximum protection and reliable operation.

## OPERATION

Whenever the system gas pressure or vacuum exceeds the setting, the pallet lifts. Only excess pressure is vented to the atmosphere. Air is drawn into the digester only to relieve an excess vacuum condition. The valve remains closed when the gas utilization system remains within normal operating pressure.

The valve pallets are deadweight loaded with a field adjustable pressure setting range. Side and center pallet guides are incorporated for stability. "Air cushion" Teflon® seat inserts ensure a tighter seal. Removable seats can be easily replaced.

The case outlet adapter on the pipe-away model is one pipe size larger than the valve inlet flange to optimize flow capacities.

The "All-weather" models feature a special non-frosting and icing-resistant coating. This coating is applied to the pallet perimeter and stem, guide posts, and seat ring tip. This feature provides additional protection against pallets freezing closed.

The flame arrester stops the propagation of a flame by absorbing and dissipating heat through the surface area of the bank sheets. Heat is absorbed as ignited gas attempts to pass through the small passages within the bank assembly. This action lowers the temperature of the gas below its ignition point and quenches the flame.



COVER EQUIPMENT

The net free area through the flame arrester bank is three to four times the unit pipe size. This design provides increased flow capacity with minimal pressure drop. The unique extensible bank frame allows inspection of the corrugated sheets, and routine cleaning without removal from the frame. The entire bank assembly slides out easily from the arrester housing. It is not necessary to disassemble the flame arrester from the relief valve, nor remove the entire unit off the pipeline. The extensible bank feature is especially useful when there is excessive foaming in the digester. The bank assembly can be easily inspected

and cleaned to remove any scum or residue build-up.

## DESIGN FEATURES

- Oversized pressure and vacuum ports for maximized flow capacities
- Extensible flame arrester bank assembly
- Replaceable pressure and vacuum seat rings
- "All-weather" coating option available for valve seats and guides
- Vent to atmosphere or pipe-away model

## VAREC 5810B/5820B Series

Relief Valve and Flame Arrester

### APPLICATION

The 5810B/5820B Series Pressure and Vacuum Relief Valve with Flame Arrester are installed on anaerobic digester covers or low-pressure gas holder roofs. The relief valve protects the cover from excessive pressure and vacuum within the tank. It maintains system operating pressure so waste gas is not routinely vented to the atmosphere. The flame arrester protects the tank from accidental ignition of sludge gas within the digester or gas holder. It is designed to stop the propagation of flame from external sources. For further information on these devices, see the product data sheet for 2010B/2020B, and 5000/5010.

A variety of materials are available to suit climate conditions. The standard aluminum construction is suitable for moderate climates. In extreme hot, humid or freezing weather, the

“All-weather” 5811B Series is recommended. This design incorporates extra features that reduce potential malfunctions from these extreme conditions.

The 5820B Series provides for further protection from cold climates and provides a means to route vented gas instead of venting to atmosphere. This unit incorporates an enclosed pressure port on the relief valve. It is especially suited for field installation on insulated shelters. The 5821B Series includes the pipe-away outlet and the “All-weather” features for maximum cold weather protection.

If H<sub>2</sub>S Corrosion is a concern, supplying the relief valve with 316 SS trim is an option. The flame arrester bank sheets are also available in 316 SS material.

### Benefits

- Large flow capacity allows use of smaller size
- Easy maintenance
- Reduces maintenance time and replacement cost
- Valve will operate at temperatures to -25°F [-32°C]
- Application flexibility for either weather or emissions considerations

### SPECIFICATIONS

#### Sizes

- 5810B - 2", 3", 4", 6", 8", 10" and 12"
- 5820B - 2" x 3", 3" x 4", 4" x 6", 6" x 8", 8" x 10", 10" x 12", and 12" x 14"

#### Connections

- Drilled to ANSI 125/150 Flat-Faced flange connection.
- All-Stainless Steel: Drilled to ANSI 150 Raised-Face flange connection.

Special drilling requirements to DIN, JPI or JIS standards are available upon request. Consult factory or your local sales representative for further details.

#### Flow Data

- Consult factory for flow data information. Valve sizing programs are available upon request.

#### Settings

- Pressure and Vacuum: Variable in 1" wc increments.

Specify required range.

Note: 1/2" wc and 1/4" wc increments, or other settings, are available upon request.

#### Materials

##### Valve Body

356 T6 low copper cast Aluminum  
316 Stainless Steel (Option)

##### Valve Trim

Low copper aluminum with 316 SS guide-posts (standard)  
316 Stainless Steel (option)

##### Pallet Seat Inserts

Teflon®

##### Pallet weights

Lead

##### Protective Screen

HDPE (high-density polyethylene)

##### Arrester housing

356 T6 low copper cast aluminum  
316 Stainless Steel (option)

##### Bank Assembly

Low copper aluminum extensible frame with aluminum bank sheets (standard)

Low copper aluminum extensible frame with 316 SS bank sheets (option)  
All 316 Stainless Steel (option)

##### Hardware

Zinc-plated steel (standard)  
(nuts, bolts, etc): Stainless Steel (option)

#### Mounting Hardware

per ANSI standards (supplied by others)

#### All-Weather Option

Relief valve operating temperature is -25°F to 200°F [-32°C to 93°C]

#### Standard Specification

Model 5000 Flame Arrester UL (Underwriters Laboratories) listed in all Aluminum Construction with extensible bank assembly in 2", 3", 4", 6" and 10" sizes.

Flame Arresters installed not more than 15 feet from the open end of the vent pipe. These test conditions may not represent the actual service conditions or piping system design. It is recommended that the arrester be independently tested under actual service conditions before installation.

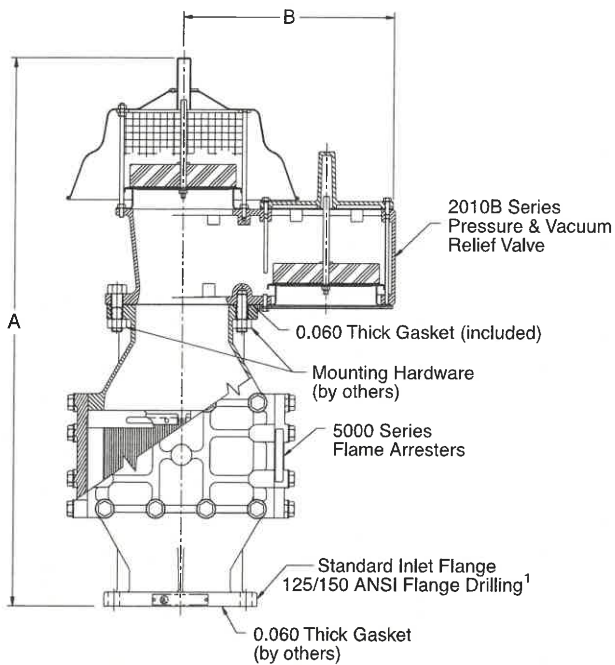
#### Note

Teflon® is a registered trademark of E.I. du Pont de Nemours Company.

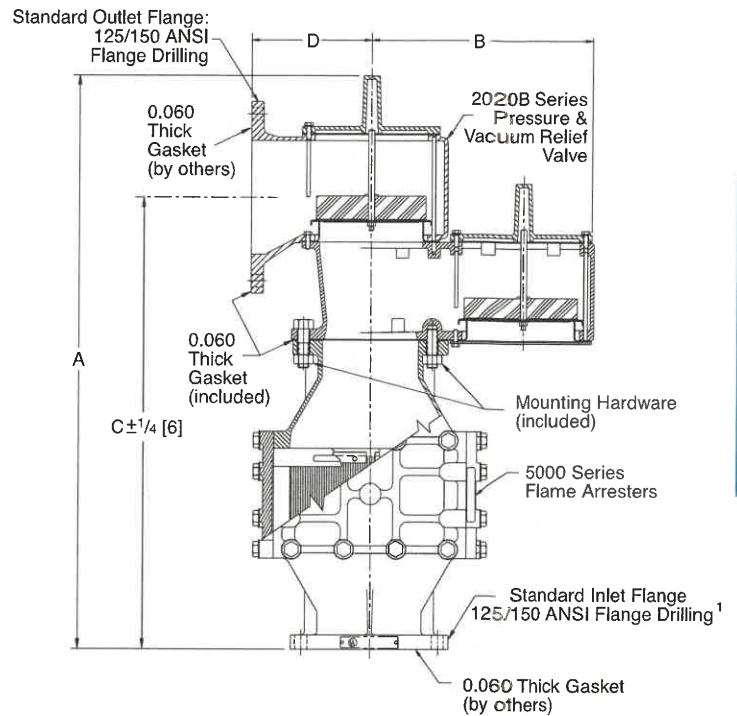
# VAREC 5810B/5820B Series

Relief Valve and Flame Arrester

## DIMENSIONS



**5810B SERIES**



**5820B SERIES**

COVER EQUIPMENT

**Note**

1. Aluminum bodies Flat Face only. Stainless and carbon steel Raised Face only.

**5810B Dimensions, inches [mm]**

Size	A	B
2"	23 <sup>1</sup> / <sub>16</sub> [586]	9 <sup>7</sup> / <sub>8</sub> [251]
3"	26 <sup>5</sup> / <sub>16</sub> [668]	12 <sup>1</sup> / <sub>4</sub> [311]
4"	30 <sup>11</sup> / <sub>16</sub> [779]	12 <sup>7</sup> / <sub>16</sub> [316]
6"	39 <sup>3</sup> / <sub>8</sub> [1000]	15 <sup>1</sup> / <sub>2</sub> [394]
8"	48 [1243]	19 <sup>9</sup> / <sub>16</sub> [497]
10"	56 [1422]	24 <sup>15</sup> / <sub>16</sub> [633]
12"	66 <sup>3</sup> / <sub>8</sub> [1686]	29 <sup>3</sup> / <sub>8</sub> [746]

**5820B Dimensions, inches [mm]**

Size		A	B	C±1/4 [6]	D
Inlet	Outlet				
2"	3"	21 <sup>7</sup> / <sub>8</sub> [556]	9 <sup>7</sup> / <sub>8</sub> [251]	17 <sup>15</sup> / <sub>16</sub> [456]	4 <sup>15</sup> / <sub>16</sub> [125]
3"	4"	24 <sup>11</sup> / <sub>16</sub> [627]	12 <sup>1</sup> / <sub>4</sub> [311]	19 <sup>13</sup> / <sub>16</sub> [503]	6 <sup>3</sup> / <sub>8</sub> [162]
4"	6"	29 <sup>7</sup> / <sub>16</sub> [748]	12 <sup>7</sup> / <sub>16</sub> [316]	23 <sup>1</sup> / <sub>2</sub> [597]	8 [203]
6"	8"	40 <sup>5</sup> / <sub>16</sub> [1024]	15 <sup>1</sup> / <sub>2</sub> [394]	31 <sup>9</sup> / <sub>16</sub> [802]	8 <sup>9</sup> / <sub>16</sub> [217]
8"	10"	45 <sup>7</sup> / <sub>16</sub> [1154]	19 <sup>9</sup> / <sub>16</sub> [497]	39 <sup>7</sup> / <sub>16</sub> [1002]	11 <sup>3</sup> / <sub>16</sub> [284]
10"	12"	56 [1422]	24 <sup>15</sup> / <sub>16</sub> [633]	44 <sup>11</sup> / <sub>16</sub> [1135]	13 <sup>5</sup> / <sub>8</sub> [346]
12"	14"	66 <sup>7</sup> / <sub>16</sub> [1688]	29 <sup>3</sup> / <sub>8</sub> [746]	53 <sup>5</sup> / <sub>16</sub> [1354]	15 <sup>3</sup> / <sub>8</sub> [391]

Dimensions are for preliminary general information and should not be used for construction purposes. Certified dimensional drawings are available upon request.

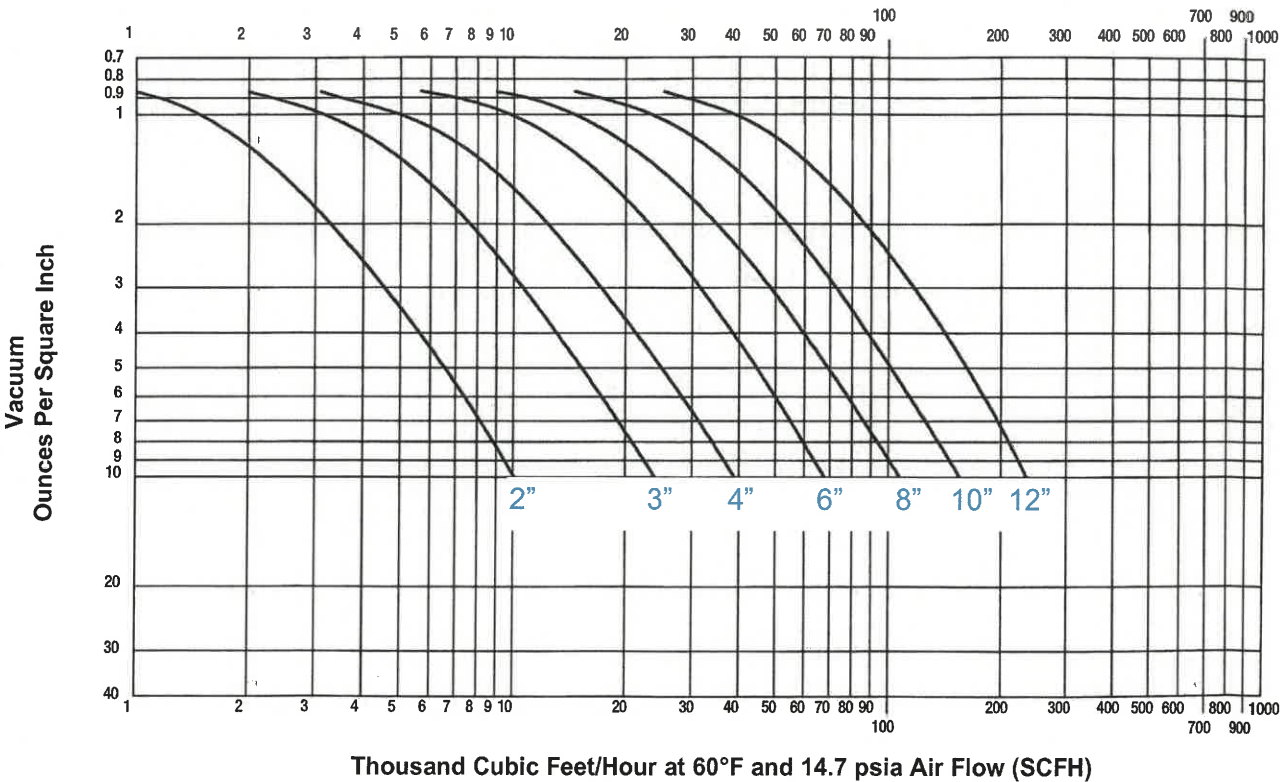
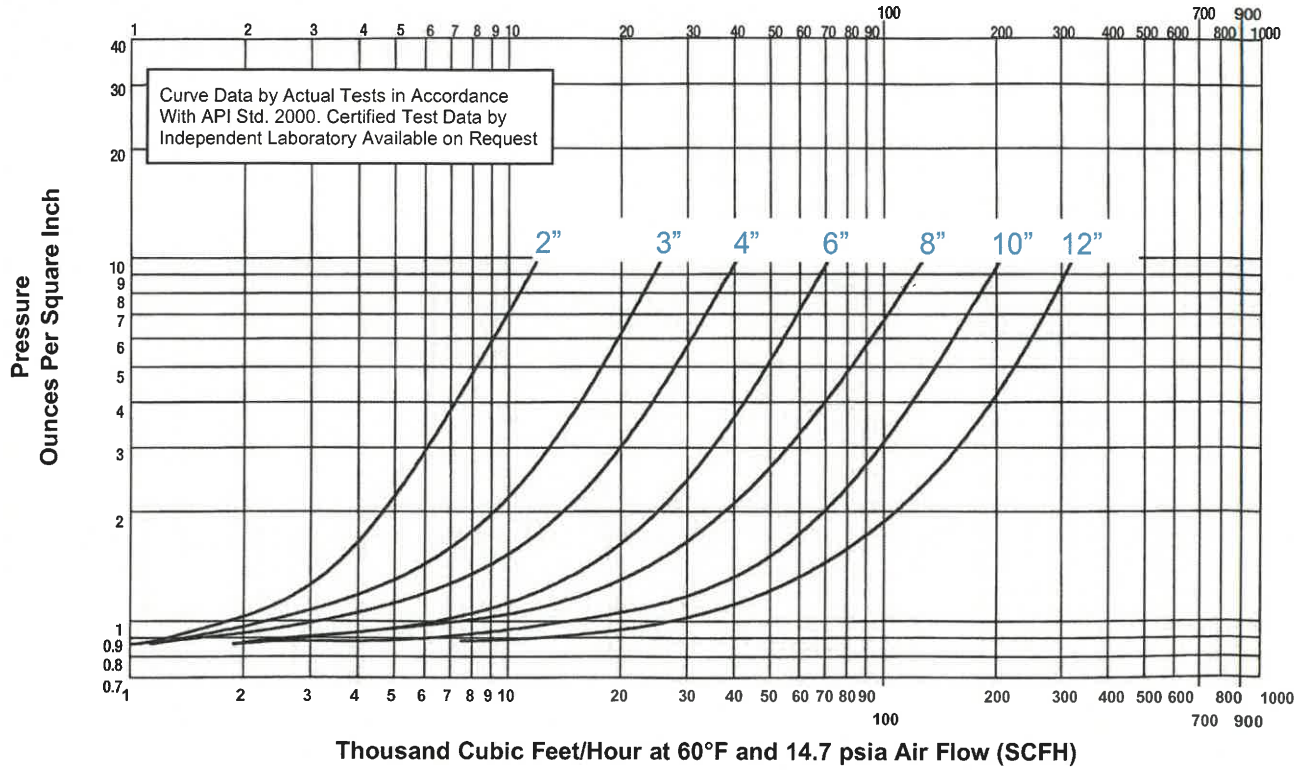
# VAREC 5810B/5820B Series

Relief Valve and Flame Arrester

## FLOW CURVES

Consult Factory for flow curves of higher set pressure.

### COMBINATION 2010B VALVE AND 5000 FLAME ARRESTER, SET AT 0.865 INCH OF WATER

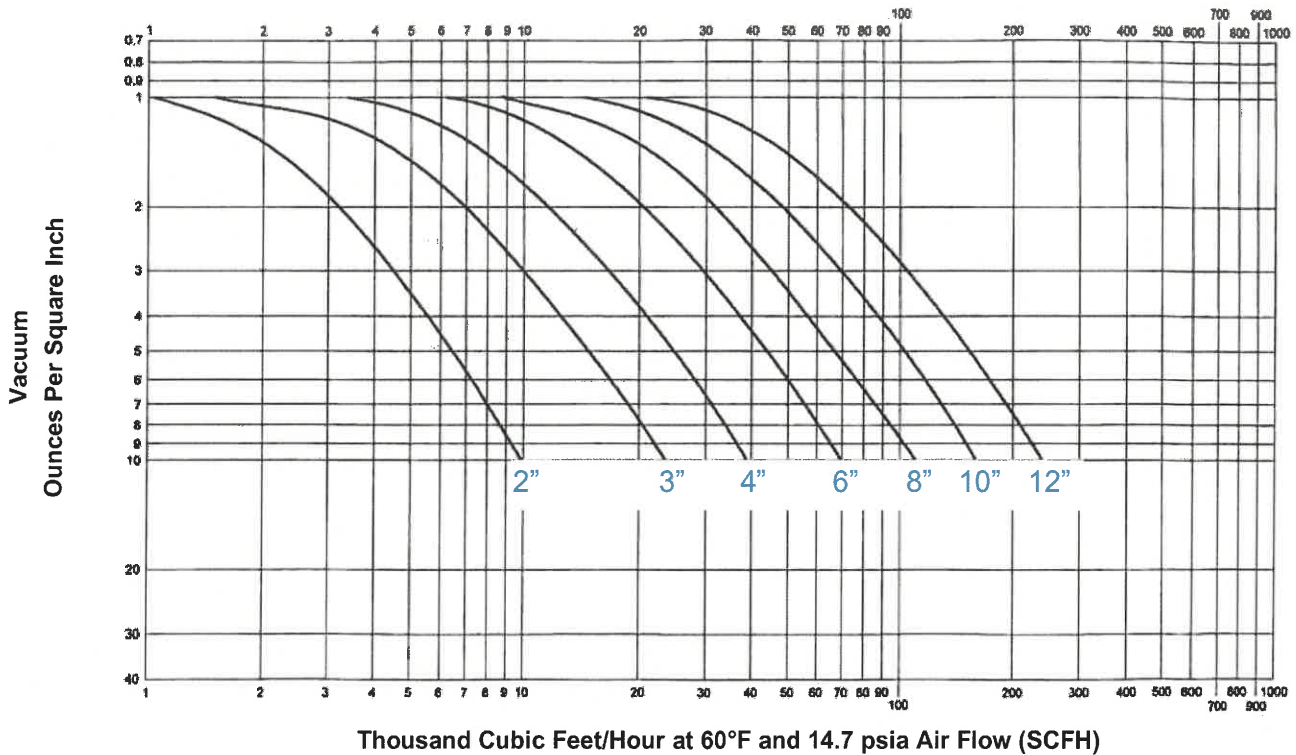
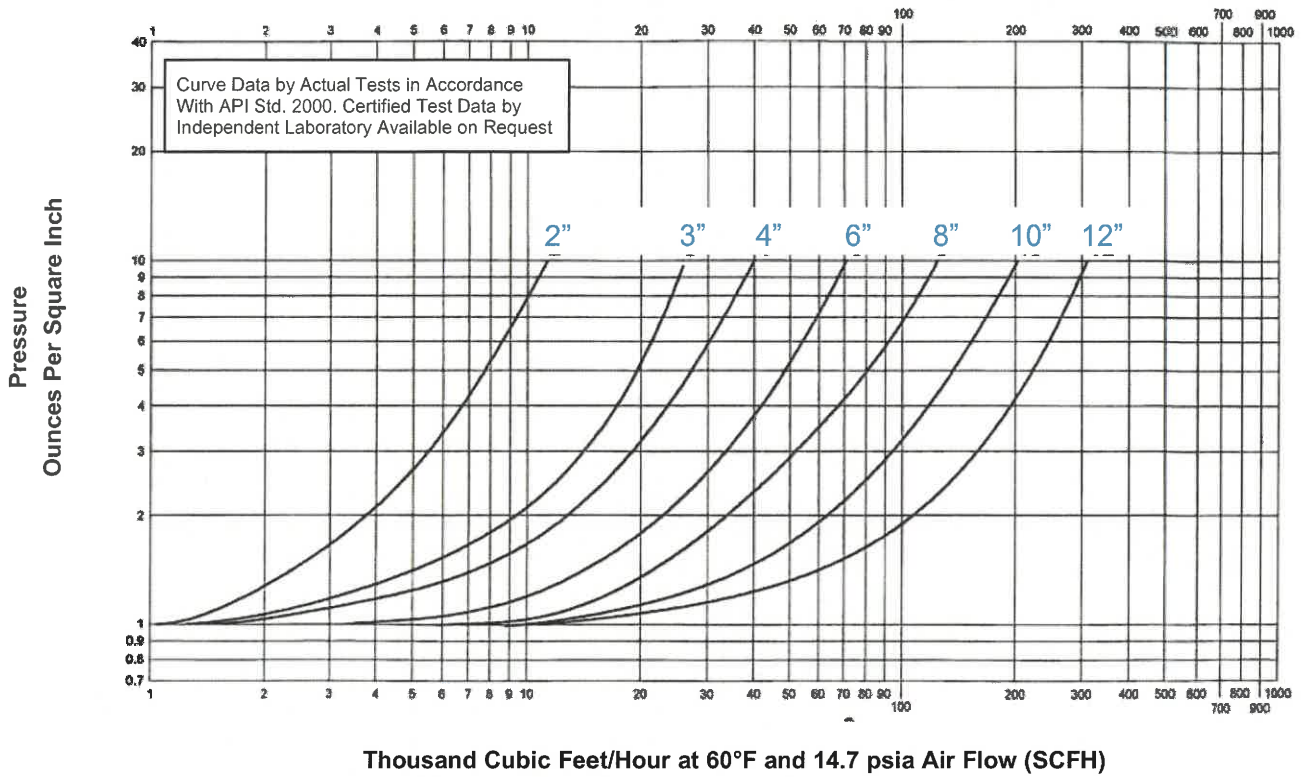




**FLOW CURVES**

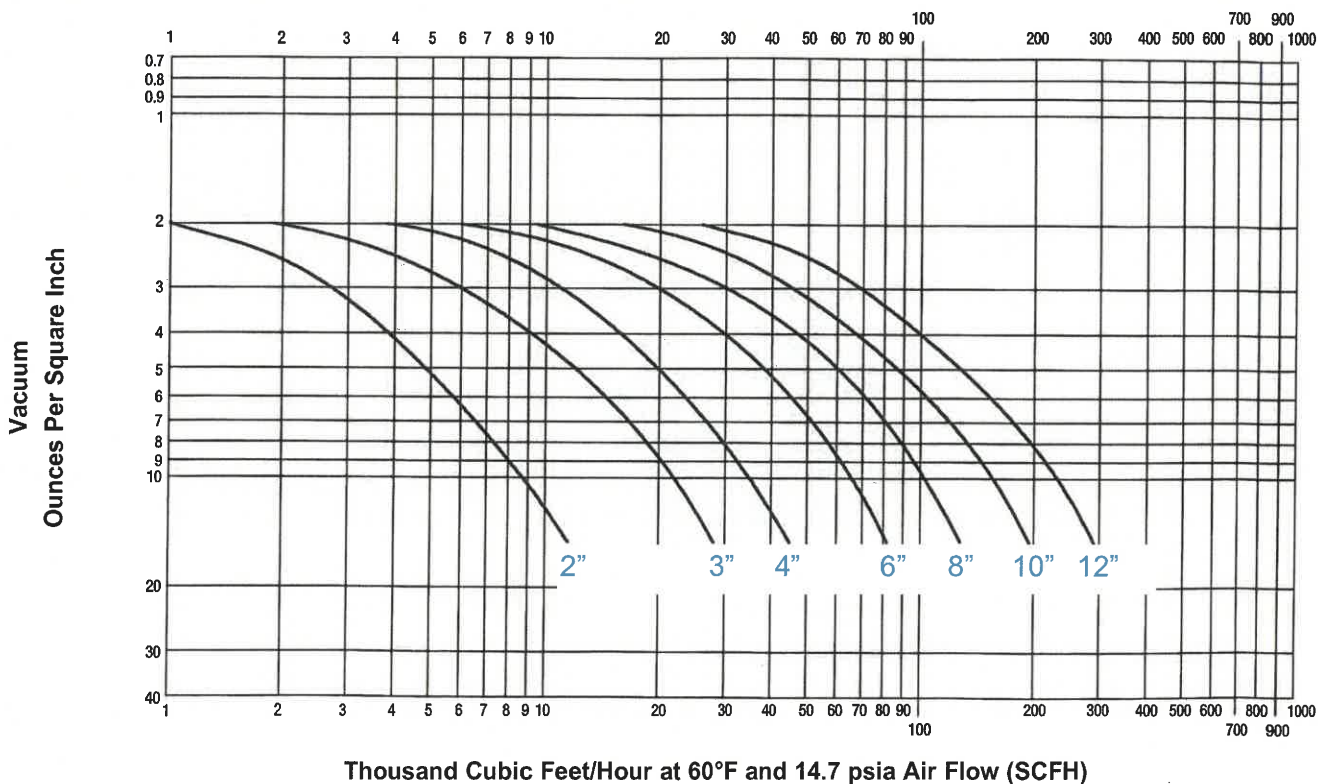
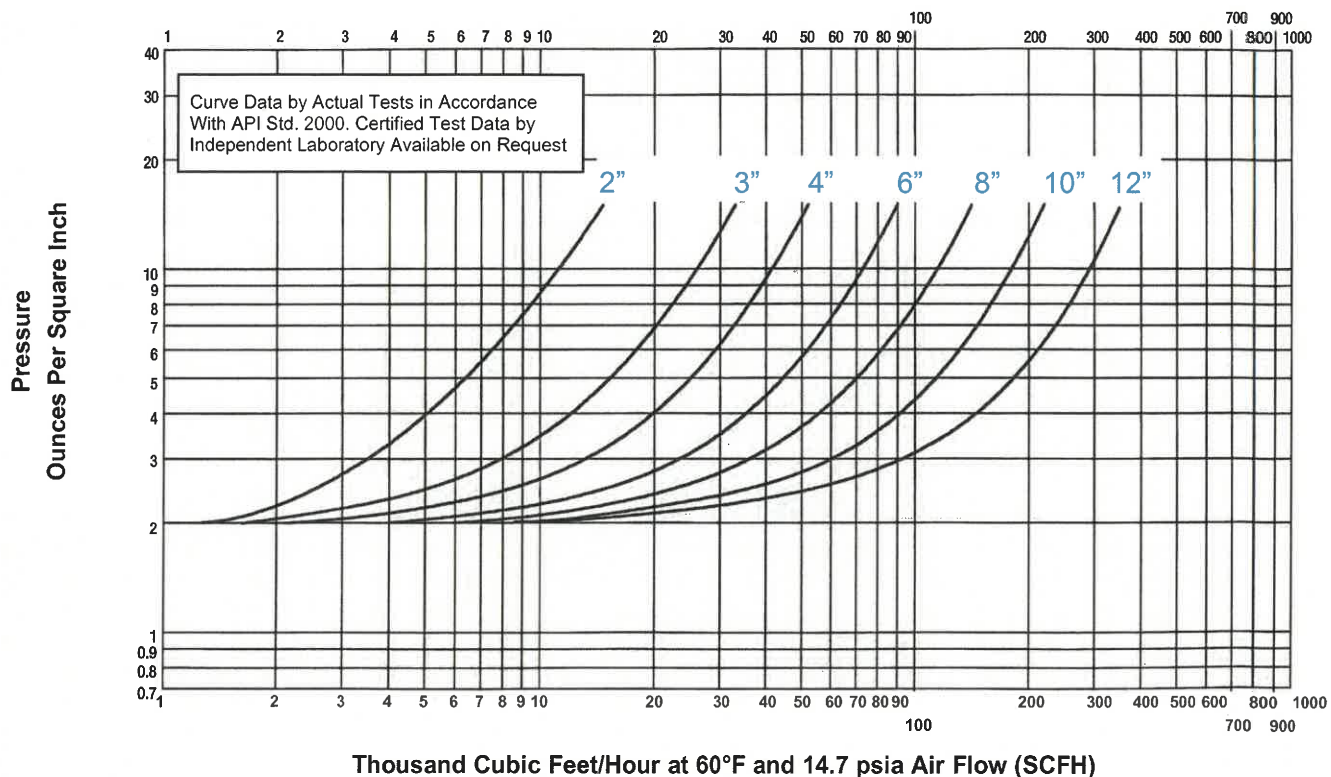
**COMBINATION 2010B VALVE AND 5000 FLAME ARRESTER, SET AT 1 INCH OF WATER**

COVER EQUIPMENT



### FLOW CURVES

#### COMBINATION 2010B VALVE AND 5000 FLAME ARRESTER, SET AT 2 INCHES OF WATER

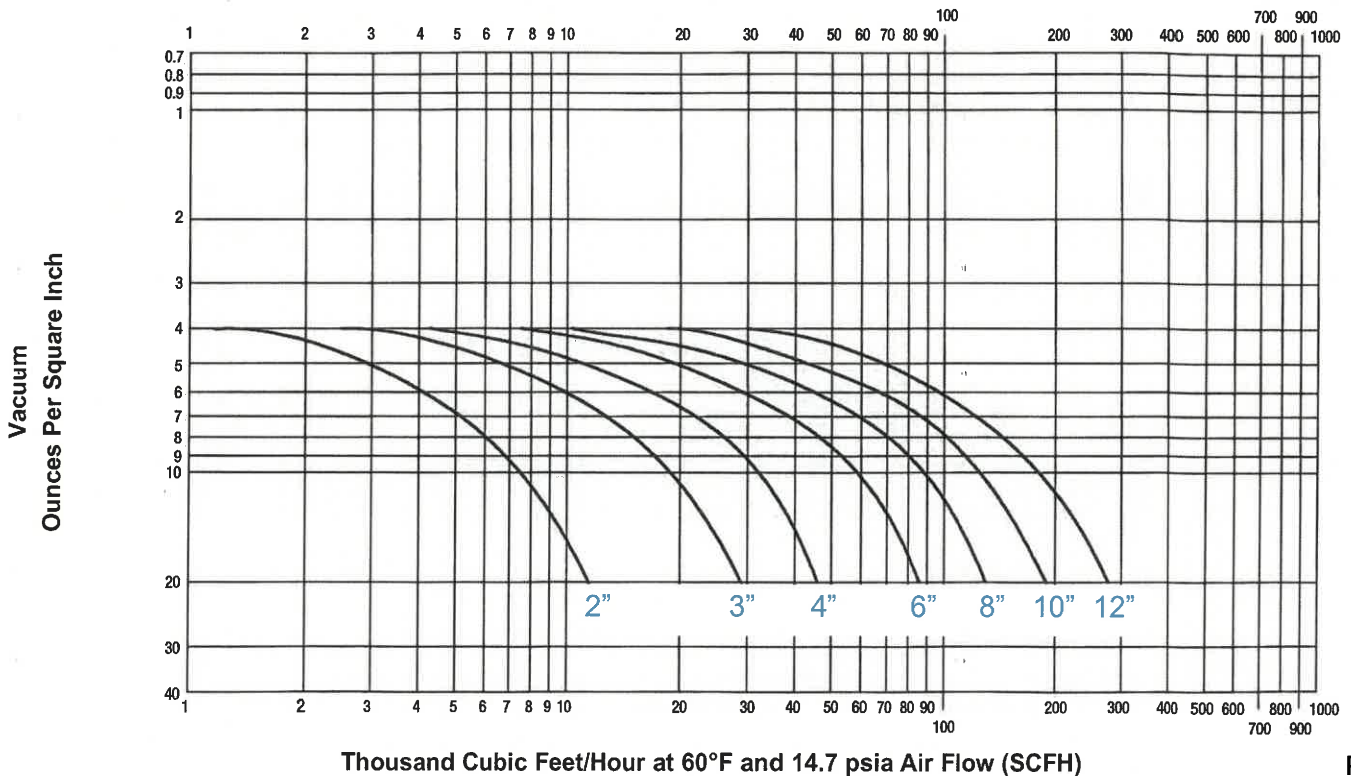
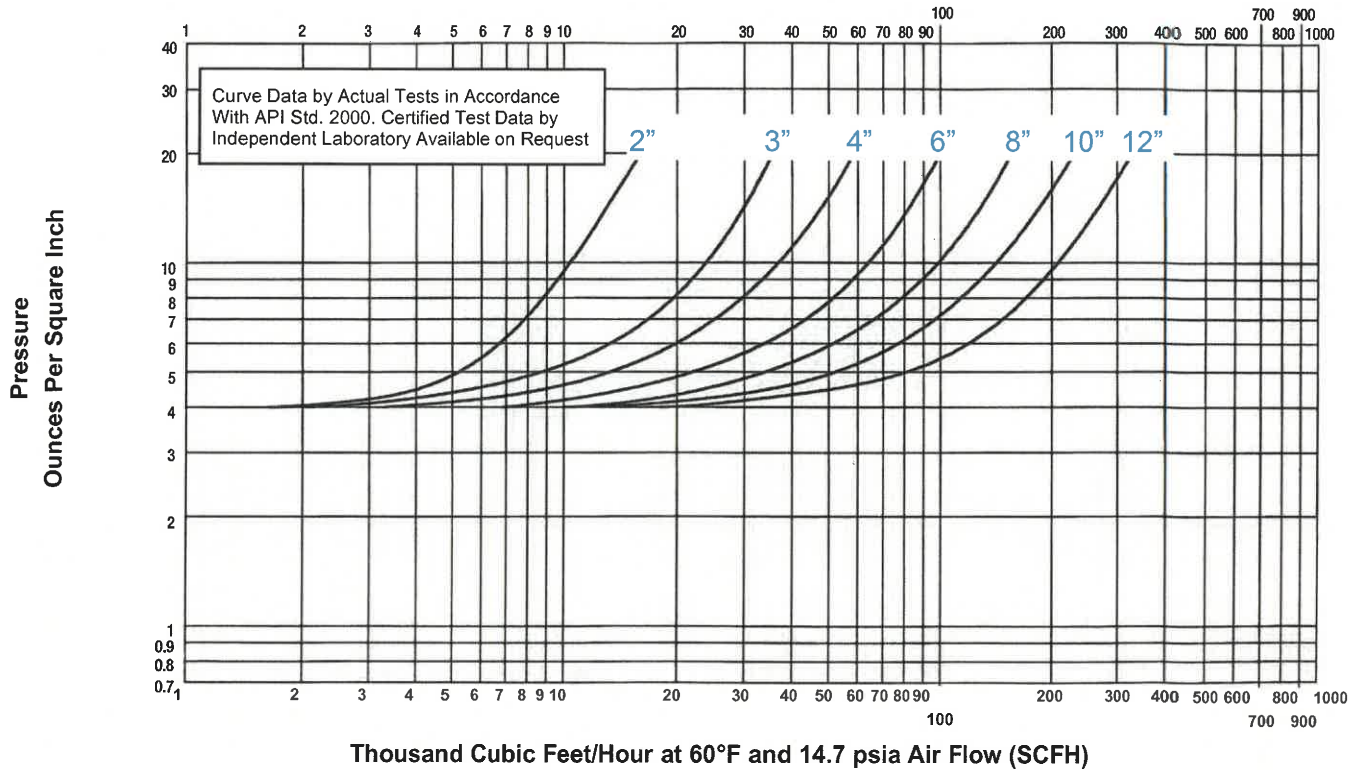


# VAREC 5810B/5820B Series

Relief Valve and Flame Arrester

## FLOW CURVES

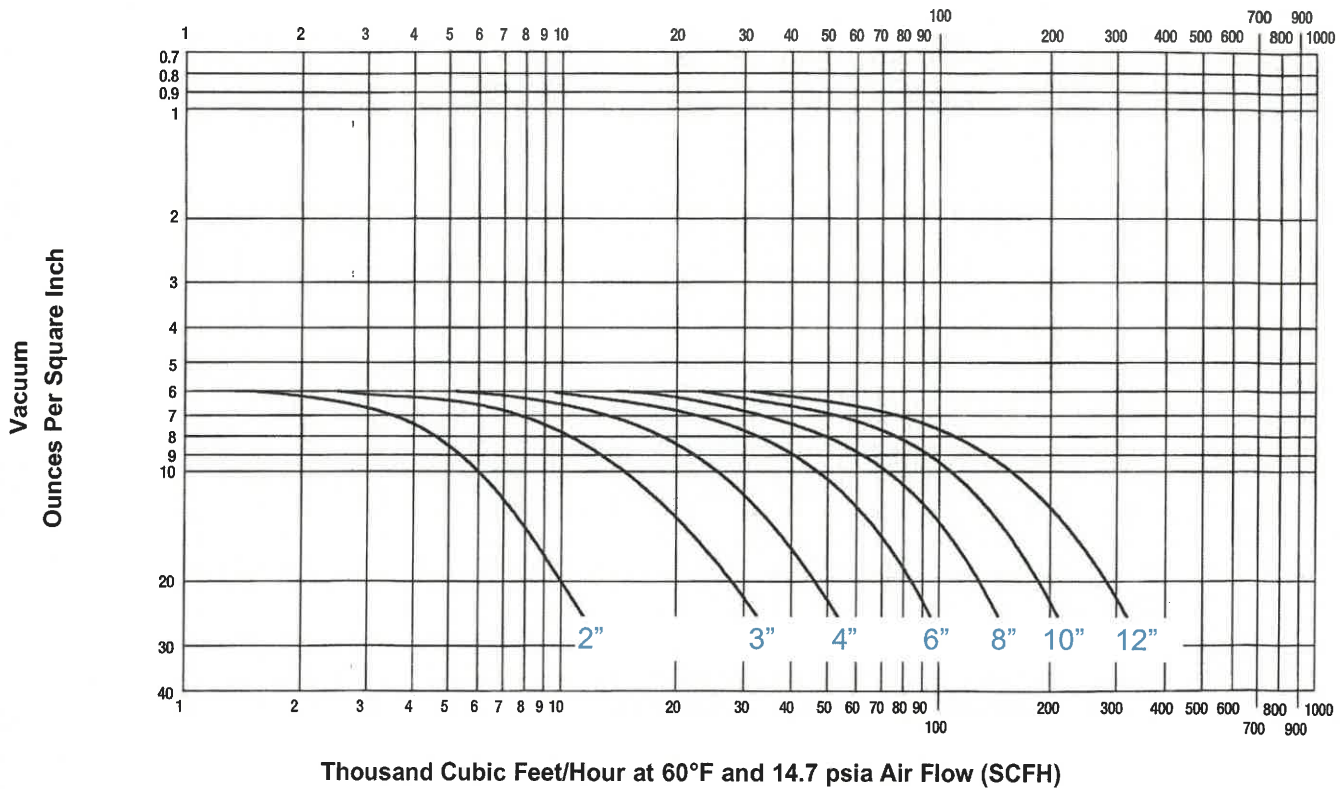
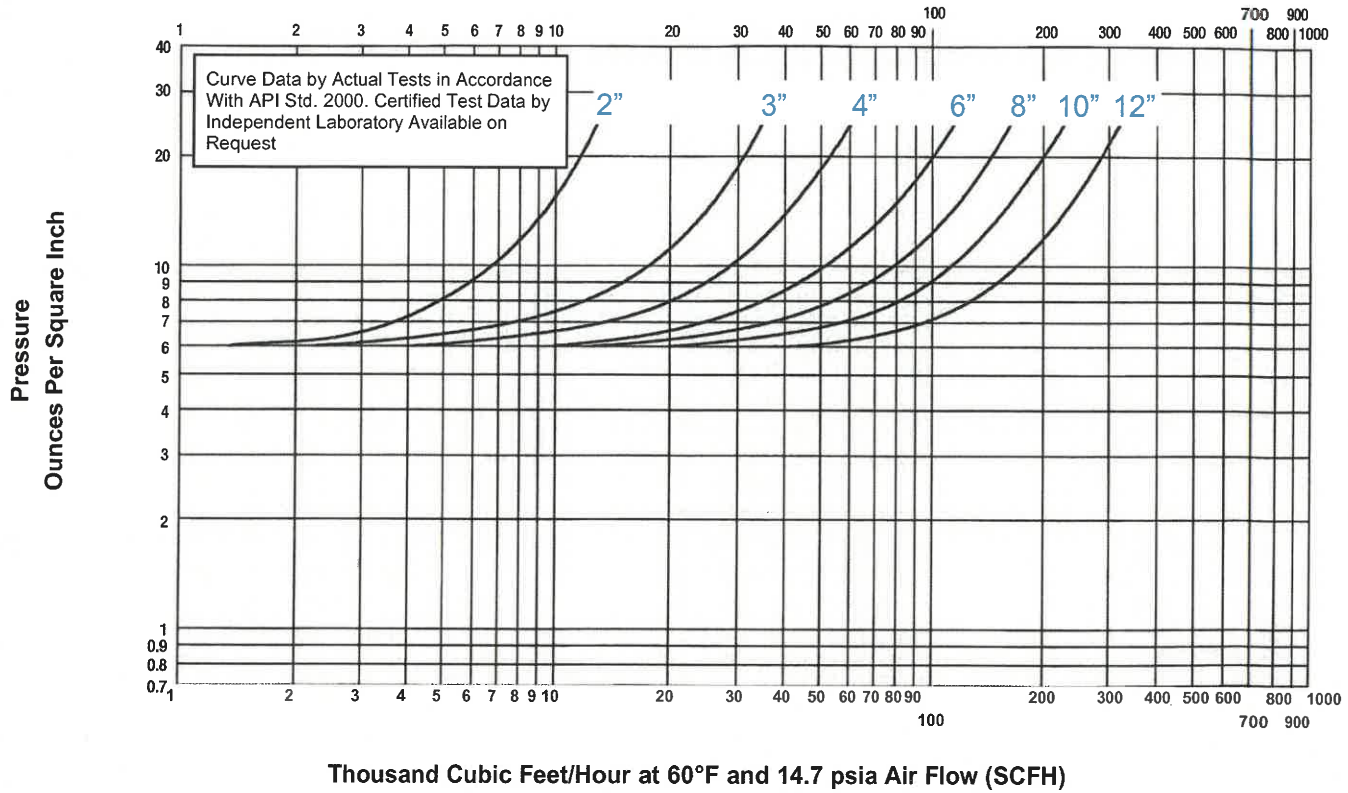
COMBINATION 2010B VALVE AND 5000 FLAME ARRESTER, SET AT 4 INCHES OF WATER



COVER EQUIPMENT

**FLOW CURVES**

**COMBINATION 2010B VALVE AND 5000 FLAME ARRESTER, SET AT 6 INCHES OF WATER**



### ORDERING INFORMATION

#### Model Description

58 Relief Valve and Flame Arrester

#### Code Configuration

- 1 Vent to Atmosphere
- 2 Pipe-Away

#### Code Model

- 0B Air Cushion Type
- 1B All Weather Type

#### Code Size (Pipe-Away option)

- 2 2" (x 3")
- 3 3" (x 4")
- 4 4" (x 6")
- 6 6" (x 8")
- 8 8" (x 10")
- 0 10" (x 12")
- 1 12" (x 14")

#### Code Relief Valve and Flame Arrester Material (Must specify one)

- 1 All-Aluminum Construction  
Aluminum body and trim on valve, aluminum housing, extensible frame and sheets on flame arrester, ANSI 125 FF flange connections
- 2 Aluminum/Stainless Steel Construction  
Aluminum body and stainless steel trim on valve; aluminum housing and extensible bank, stainless steel sheets on flame arrester, ANSI 125 FF flange connections
- 3 All-Stainless Steel Construction<sup>†</sup>  
316 SS body and trim on valve, stainless steel housing, frame and sheets on flame arrester, ANSI 150 RF flange connections

#### Code Flame Arrester Hardware Material

- \* Leave blank when ordering standard zinc plated steel
- S Stainless Steel (optional)

**58 1 0B 8 2 S (Example)**

**Example:** Pressure/Vacuum Relief Valve with Flame Arrester, vent to atmosphere, air-cushion type, 8" size, aluminum body and stainless steel trim on valve; aluminum housing and extensible bank, stainless steel sheets on flame arrester, stainless steel hardware. Specify pressure and vacuum settings along with variable pressure range if required.

#### 5810B Shipping Weights, lbs. (kg)

Size	Material Code		
	1	2	3
2"	52 (24)	62 (28)	117 (53)
3"	88 (40)	98 (44)	193 (88)
4"	132 (60)	152 (69)	282 (128)
6"	187 (85)	237 (108)	437 (198)
8"	302 (137)	377 (171)	702 (318)
10"	448 (203)	568 (258)	1058 (480)
12"	662 (300)	837 (380)	1477 (670)

#### 5820B Shipping Weights, lbs. (kg)

Size	Material Code		
	1	2	3
2"	62 (28)	72 (33)	146 (66)
3"	103 (47)	113 (51)	237 (108)
4"	152 (69)	172 (78)	340 (154)
6"	217 (98)	267 (121)	525 (238)
8"	342 (155)	417 (189)	819 (371)
10"	528 (239)	648 (294)	1291 (586)
12"	767 (348)	942 (427)	1783 (809)

#### Note

- 1. Carbon Steel available on request.



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Level



Pressure



Flow



Temperature

Liquid  
Analysis

Registration

Systems  
Components

Services



Solutions

## Technical Information

# Levelflex FMP51, FMP52, FMP54

## Guided Level-Radar

### Level and interface measurement in liquids



#### Application

- FMP51 - premium device for level and interface measurement in liquids.
- FMP52 - premium device with coated probe for the use in aggressive liquids. Material of wetted parts FDA listed and USP Class VI compliant.
- FMP54 - premium device for high-temperature and high-pressure applications, mainly in liquids.
- Measuring range up to 45 m (148 ft)
- Process connection starting 3/4" thread or flange
- Temperature range:
  - 196 to +450 °C (-321 to +842 °F)
- Pressure range: -1 to 400 bar (-14.5 to 5 800 psi)
- The following interfaces are available for system integration:
  - HART with 4...20 mA analog
  - PROFIBUS PA (Profile 3.02)
  - FOUNDATION Fieldbus
- Used for level monitoring (MIN, MAX, range) up to SIL 2 (single device) or SIL 3 (redundancy, even if homogeneous), independently assessed by TÜV as per IEC 61508

#### Your benefits

- Reliable measuring:
  - in case of moved surface and foam
  - for changing media
  - in dust applications (FMP54 only)
- High availability
- Integrated data memory
- Factory precalibrated to probe length
- Intuitive, menu-guided operating concept in national languages
- Simple integration into control or asset management systems
- Exact instrument and process diagnosis to assist fast decisions
- Approvals: ATEX, IEC Ex, CSA, FM, NEPSI Pressure Equipment Directive PED (FMP54 only) 3-A (FMP52 only)

The 233 Series Condensate and Sediment Trap is designed to remove liquid and solids from wet, dirty waste gas, assisting in protecting downstream equipment from corrosion, clogging, or water hammer.

#### INTRODUCTION

The Varec Biogas 233 Series Condensate and Sediment Trap should be installed immediately downstream from each digester to remove the large volume of water which condenses when the gas cools as it exits the digester. In addition, sediment which is entrained in the gas will drop out and accumulate in the trap, protecting downstream equipment from damage caused by solids. Varec Biogas Model 233 Condensate and Sediment Traps may be installed at other locations in the gas system where large volumes of water must be removed.

These sediment traps are designed for working pressures up to 25 psig (172 kPa).

Note: When a Varec Biogas Drip Trap is installed, the pressure rating of the drip trap determines the maximum allowable working pressure for the assembled unit.

#### OPERATION

Condensate and sediment are removed automatically from the waste gas as it flows through the Varec Biogas 233 Sediment Trap. Such removal is accomplished by the combination of centrifugal force and a sharp drop in velocity as the gas enters the trap.

The condensate/sediment trap features a large reservoir capacity with the inlet flange designed to swirl the gas and an internal baffle located at the base of the reservoir to provide efficient separation of entrained solids. Storage capacity is a minimum of six gallons sediment and six gallons condensate. Consult factory for larger capacities.

A removable top cover provides interior access and includes an integral 3/4-inch NPT inspection pipe for measurement of the condensate and sediment. A large, 2-inch blowout and drain connection allows accumulated sediment to be easily cleaned from the trap.



#### DESIGN FEATURES

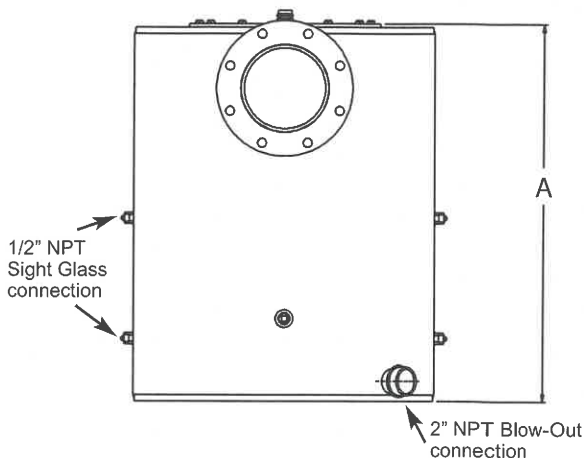
- Large reservoir capacity
- Welded steel construction
- Galvanized finish, epoxy coated internals, stainless steel (optional)
- Easily cleaned
- 25 psi working pressure

# Varec Biogas 233 Series

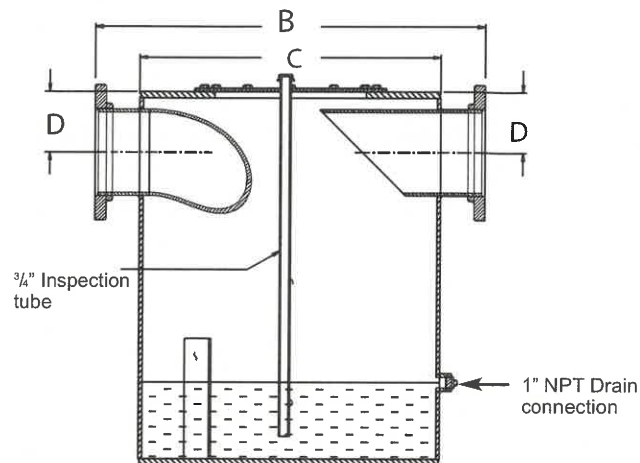
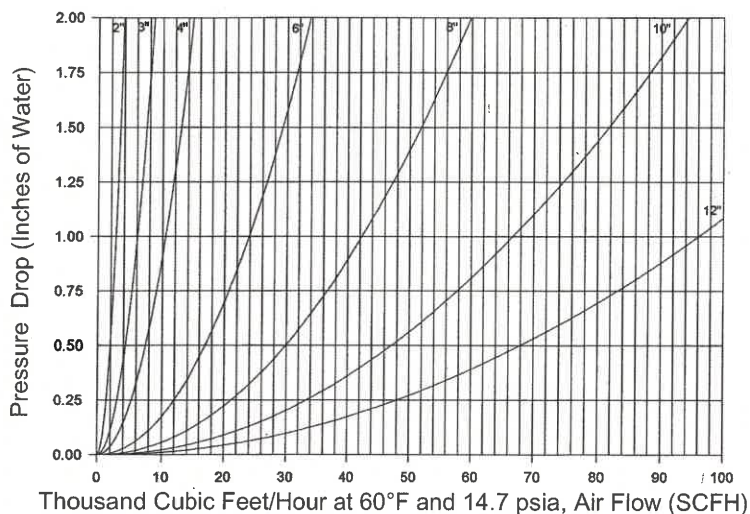
Condensate and Sediment Trap

Dimensions, inches and pounds [millimeters and kilograms]

Size Code	02	03	04	06	08	10	12
Nominal	2	3	4	6	8	10	12
Pipe Size	[50]	[75]	[100]	[150]	[200]	[250]	[305]
A	26 <sup>1</sup> / <sub>4</sub> [664]	26 <sup>3</sup> / <sub>8</sub> [664]	26 <sup>1</sup> / <sub>4</sub> [664]	31 [791]	37 <sup>7</sup> / <sub>8</sub> [957]	37 <sup>7</sup> / <sub>8</sub> [957]	50 [1268]
B	22 <sup>1</sup> / <sub>2</sub> [571]	23 [584]	23 [584]	27 [686]	39 [991]	39 [991]	48 [1219]
C	16 [406]	16 [406]	16 [406]	20 [508]	30 [762]	30 [762]	38 [965]
D	3 <sup>7</sup> / <sub>8</sub> [98]	4 <sup>5</sup> / <sub>8</sub> [117]	5 <sup>7</sup> / <sub>8</sub> [137]	6 <sup>7</sup> / <sub>8</sub> [162]	6 <sup>7</sup> / <sub>16</sub> [164]	7 <sup>1</sup> / <sub>16</sub> [179]	9 <sup>3</sup> / <sub>16</sub> [233]
Shipping Weight	140 [73]	145 [77]	175 [84]	265 [125]	350 [345]	450 [381]	1150 [592]



## FLOW CURVE 233 SERIES



## SPECIFICATIONS

### Materials of Construction

The Varec Biogas Model 233 Sediment trap can be provided in the following materials of construction:

- Carbon steel construction with primed and painted external finish.
- Carbon steel construction with epoxy coated internals and primed and painted finished external.
- Hot dipped galvanized carbon steel.
- All stainless steel.

### Optional Accessories

The following items must be ordered separately:

#### Drip Trap

For convenient, safe removal of the accumulated condensate a **Varec Biogas Model, 246, 246AT, 247, or 247AT Drip Trap** should be specified for field installation on each sediment trap. See the Product Data Sheets for 246 Series and 247 Series Drip Traps for information. Sediment traps include the necessary 1" NPT connection.

#### Cooling Coil

To allow for further condensation of the saturated digester gas, the unit can be fitted with a cooling coil that runs through the center of the vessel. This will allow for cooling water (supplied by others) to run continuously through the coil and assist in condensation of the digester gas for collection and removal.

Consult factory for additional information on the cooling coil option.

### Optional Accessories

#### Sight Glass

For a quick external check of the condensate level, a **Varec Biogas Model 218 Sight Glass** should be specified for field installation. For ease of installation, two 1/2" NPT connections are provided on each sediment trap. Varec Biogas Sight Glass assembly includes two bronze isolation valves, and drain cock. The 5/8" O.D. glass sight tube is protected on each side by a brass guard rod.

The sight glass can also be supplied with stainless steel isolation valves, drain cock and guard rods.



### ORDERING INFORMATION

<b>Model</b>	<b>Description</b>				
233	Condensate and Sediment Trap				
	<b>Code</b>	<b>Size (Select one)</b>			
	02	2"			
	03	3"			
	04	4"			
	06	6"			
	08	8"			
	10	10"			
	12	12"			
	<b>Code</b>	<b>Connection (Select one)</b>			
	F	ANSI 150 FF Flange			
	T	NPT Threaded (Available in 2" and 3" sizes only)			
	<b>Code</b>	<b>Construction</b>			
	P	Carbon Steel with External Rust Inhibitive Primer Finish			
	E	Carbon Steel with Epoxy Coated Internals with External Rust Inhibitive Primer Finish			
	G	Hot-Dipped Galvanized Carbon Steel			
	S	Stainless Steel			
	<b>Code</b>	<b>Cooling Coil Option</b>			
	*	Leave blank if not required			
	C	Cooling Coil			

**233 10 F G \* (Example)**

**Example:** 233 Series Condensate and Sediment Trap, 10", Hot Galvanized Carbon Steel Construction with ANSI 150 FF Connection, no Cooling Coil.

GAS CONTROL

### ORDERING INFORMATION

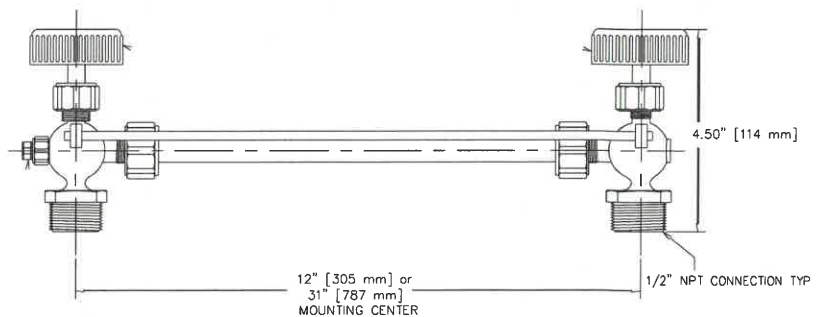
#### 218 SIGHT GLASS (OPTIONAL ACCESSORY - MUST BE ORDERED SEPARATELY)

<b>Model</b>	<b>Description</b>	
218	Sight Glass	
	<b>Code</b>	<b>Size (Select one)</b>
	*	1/2" Sight Glass assembly with bronze valves, brass rods and drain cock.
	1	1/2" Sight Glass assembly with SS valve, SS guard rods and drain cock.

**218 \* (Example)**

**Example:** 1/2" Sight Glass assembly with bronze valves, brass guard rods and drain cocks.

#### 218 SIGHT GLASS DRAWING



Installation, mounting arrangement and dimensions are preliminary general information not to be used for construction. Certified drawings are available. Consult factory for specifications.



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## **APPENDIX D**

### **Aerobic Digester Equipment Proposal**

## Todd Penisten

---

**From:** Marci Whitaker <MWhitaker@mc2h2o.com>  
**Sent:** Wednesday, May 3, 2023 8:32 AM  
**To:** Todd Penisten  
**Subject:** FW: Wasting solids - Carroll, IA (v31869-23)  
**Attachments:** 2023.04.25 Technical Design Summary (35ft Tank)\_Digester\_Carroll, IA (v31869-23).pdf;  
2023.04.25 Technical Design Summary (40ft Tank)\_Digester\_Carroll, IA (v31869-23).pdf

**Importance:** High

Todd –

Just got this later last night! Sorry that it took as long as it did. This includes everything for complete system.

Please review the assumptions below and let us know if you need anything adjusted. Now that the design is in the system it will be much easier and quick to makes changes.

Thank you,

**Marci Whitaker |**  
[MWhitaker@mc2h2o.com](mailto:MWhitaker@mc2h2o.com)  
c: [515-979-4648](tel:515-979-4648) | o: 800-383-7867

MC2  
4280 E 14th Street, Des Moines, IA 50313

Please note and update your contact record for me with my new email address [MWhitaker@mc2h2o.com](mailto:MWhitaker@mc2h2o.com)

---

**From:** Stone, Tucker - Xylem <Tucker.Stone@xylem.com>  
**Sent:** Tuesday, May 2, 2023 10:40 PM  
**To:** Marci Whitaker <MWhitaker@mc2h2o.com>  
**Cc:** Pastors, Francis - Xylem <Francis.Pastors@xylem.com>  
**Subject:** RE: Wasting solids - Carroll, IA (v31869-23)

This message originated outside of our company's network. Please use caution when opening attachments, clicking links or responding to requests for information.

Hi Marci,

Thanks for your patience on this.

Attached are preliminary Vorelodos technical design summaries for the two (2) existing digesters.

The budget for this system is **\$464,500**, which includes the following:

Digesters (2 total)  
PD Blowers (2 duty, 1 standby)  
Fine bubble aeration system (1 per digester)

4430 Flygt Mixers (1 per basin)  
Control panel including PLC/HMI and webport  
DO Control  
Motor starters and VFDs for the above listed equipment  
Freight to jobsite  
Field startup service  
Standard 12 mo warranty

Design Notes:

- We've assumed both digesters to operate in parallel, meaning that the flow information can be split proportionally based on the volume of each digester.
- We're assuming Digester 1 and 2 will see about 59% and 41% of the total WAS/Primary sludge flow, respectively. This is based on assumed dimensions of 40' dia x 24.5' SWD for Digester 1 and 35' dia x 22.5' SWD for Digester 2.
- We're assuming the bottom cones of both digesters will be filled with concrete to form a relatively flat tank floor. If the bottom of the tanks will not be filled, we will need to discuss ways to support the aeration grids.
- Designed for a total average flow of 0.99 MGD based on the TSS concentrations and loadings provided.
- 75% total volatile sludge fraction for the blended sludge
- 5% primary sludge concentration
- Assumed a max and min WW temp of 20 deg C and 10 deg C, respectively.
- Proposing dedicated blowers for each digester. However, a common blower could be provided with throttling valves as an option.

Please let me know if there are any questions.

Thanks,

**Tucker Stone**

Xylem Application Engineer – Sanitaire Products

247 W Freshwater Way, Suite 200

Milwaukee, WI 53204

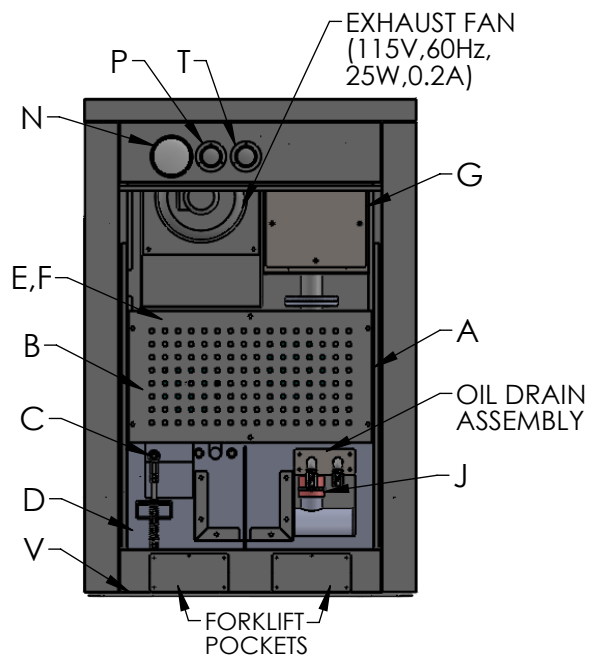
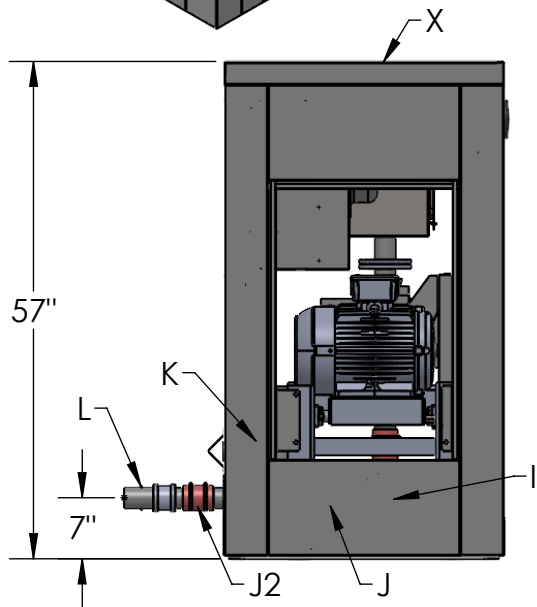
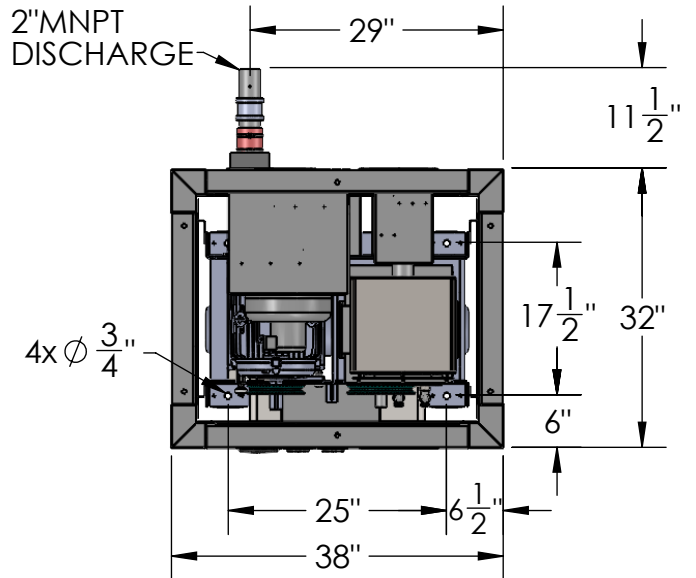
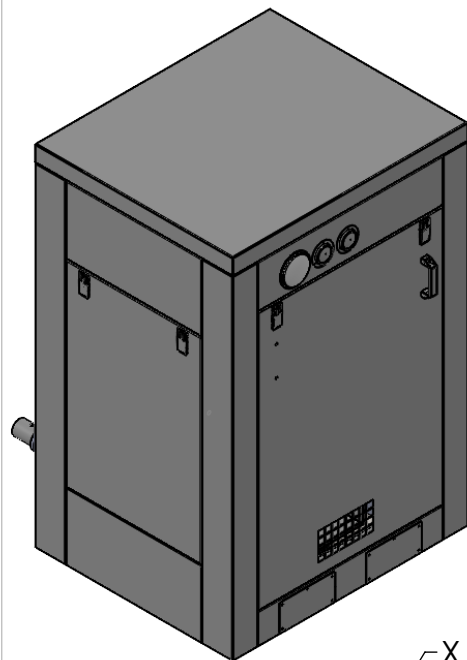
O: +1.414.365.2374 M: +1.262.289.7598

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sarily represent those of Xylem Inc..

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ESTIMATED BLOWER PACKAGE WEIGHT: 800#  
 BLOWER ROTATION: CCW  
 MIN. SPEED: xxHZ  
 TOLERANCE: ± 1/2"  
 DISCHARGE PIPING MUST BE INDEPENDENTLY SUPPORTED,  
 SUPPORT DIRECTLY BELOW RELIEF VALVE.  
 COMPONENTS J2, K, & L WILL SHIP LOOSE.  
 NOTE: ATTACH FORKLIFT POCKET COVERS AFTER  
 PACKAGE IS INSTALLED.

Letter	Description
A	BLOWER:
B	MOTOR: HP, 1800RPM, TEFC, T, 208-230/460/3/60
C	MOTOR TILT BASE
D	ELEVATED STEEL BASE
E	V-BELT DRIVE
	BLOWER SHEAVE:
	MOTOR SHEAVE:
	BELTS: CD =
F	BELT GUARD
G	INLET FILTER SILENCER: 2"
I	DISCHARGE SILENCER: 2"
J	FLEXIBLE PIPE CONNECTOR: FLEX-FAB TYPE II
J2	DISCHARGE FLEXIBLE PIPE CONNECTOR: FLEX-FAB TYPE II
K	RELIEF VALVE:
L	CHECK VALVE: F.H. 502-2"
N	DIFFERENTIAL PRESSURE GAUGE: DWYER 2020, 0-20"WC
P	PRESSURE GAUGE: WIKA 213.53, 2 1/2", 0-15PSIG
T	TEMPERATURE GAUGE: WIKA TLV25, 2 1/2", 30-300°F
V	VIBRATION ISOLATION PADS: VMC CORK-RIBBED 1" THICK
X	NOISE ENCLOSURE: ALUMINUM EXTERIOR W/ACOUSTIC FOAM, 4 TILT-OUT LATCHING DOORS, LOUVERS, AND EXHAUST FAN W/ T-STAT

REV.	DESCRIPTION	DATE	BY
BLANDON, PENNSYLVANIA			
PRELIMINARY DRAWING			
DIMENSIONS SUBJECT TO CHANGE			
P.O.#			
DATE:	9/23/2022	SCALE:	1:1
DWG#:	#2 COMPACT	REV#:	0

## **APPENDIX E**

### **WWTP Aluminum Domes Proposal**

## **Equipment Proposal**

HAC-083123-SPR0

**For the**

**WWTP Aluminum Domes**

2023 Project

**City of Carroll, IA**

**DATE:**

August 31, 2023

**EQUIPMENT SUPPLIER:**

Hydro Application Consulting (HAC) Group, LLC.

HAC Group - City of Carroll, Iowa - WWTP Aluminum Domes  
Two (2) Clear Span, Self-Supporting Aluminum Geo-Dome roof covers for Concrete Digesters.

We are pleased to offer the following proposal for your consideration for Specification section 113800 and as follows:

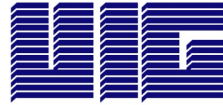
**DOME DESIGN DATA:**

- AWWA D108-10, ADM 2015, and **ASCE 7-16, IBC 2018**
- Concrete Digesters 40FT ID; 35FT ID with 1'-0" wide walls (to be confirmed)
  - Bottom Elevation: 1228.89
  - Top of Wall Elevation: 1254.39
  - Finished Ground Elev: approx. 1250
- Geo-Desic Dome Roof with a Clear Span design and Triangulated AL. panels
- Design Pressure: ATM
- Roof Design Snow Load: 25PSF
- Roof Design Live Load: 25PSF
- Dome Rise" Approx. 4-5FT at the apex
- Design Wind Speed: **119mph**, Exposure C;
- Structure Occupancy Category: III
- Seismic: Use group II,  $I_e = 1.25$ ;  $S_s = 0.059$  and  $S_1 = 0.044$ ; Design cat. A
- Flashing and Bird/insect screen
- Silicone Sealant
- Roof Finish: AL Mill Finish
- Batten Bar design with extruded gasket
- All aluminum material as per AWWA D100-08std and the latest ADM 2015 (The Aluminum Association - Aluminum Design Manual).

**Included in UIG's Scope of Supply and Price:**

1. One (1) 40' I.D. geodesic self-supporting aluminum dome roof cover
2. One (1) 35' I.D. geodesic self-supporting aluminum dome roof covers
3. Two (2) std. #9 Dektite Pipe Boots up to 12" in dia. pipe
4. One (1) #803 retrofit Dektite boot up to 8" dia pipe
5. Two (2) per dome 1/4" Acrylic skylights
6. One (1) per dome 30" x 30" Aluminum Access hatch
7. Two (2) per dome 20" dia off center ventilators with bird screen
8. One (1) per dome 6" dia roof nozzle with blind flange composed of AL.
9. Partial 5FT each way perimeter handrail with a toe board as per OSHA, composed of AL.
10. One (1) 3/4" dia SS Eyebolt at the apex. 5000lbs
11. One (1) Single handrail with Non-skid traction tape to apex
12. SS304 safety Line to Apex
13. SS Anchor bolts as required to complete installation
14. Dome roof flashing composed of AL
15. SS Ground Cables
16. SS300 series hardware
17. IA PE stamped submittals.





**PRICING:..... Lump Sum**

- Dome Design and Engineering: .....
  - 40FT ID Dome Fabrication and Material Only: .....
  - 35FT ID Dome Fabrication and Material Only: .....
  - Shipping to Site: .....
  - Mobilization/Demobilization:.....
  - Unloading of Material by UIG please add: .....
  - 40FT Dome Installation based on Open Shop Rates:.....
  - 35FT Dome Installation based on Open Shop Rates:.....
- \*Summer Rates (April-October). For winter erection please add 35%  
 \*\*For Prevailing wages please add 35%

**TOTAL LS: \$343,850.00**

**INSTALLATION NOTE:** Domes will be assembled next to the tank and set in place atop of the tank wall by a forklift or crane.

**SCHEDULE:**

- Design and preparation of drawing submittal: estimated: 6-weeks after acceptance of your order and settlement of all details.
- Approval by client, estimated: 1-2 weeks

**FABRICATION:**

- Based on current mill and shop deliveries, we estimate that fabricated material shipments could be made approximately 12-14 weeks after approval of drawings and settlement of all details.

**ERECTION:** Estimated duration of the dome roof installations: Est. 1-week/each dome

**WARRANTY:** Material shall be free from defects due to faulty shop workmanship/fabrication under normal operation and maintenance for a period of One (1) year from the completion.

**TERMS OF PAYMENT** By Wire-Transfer or Check within 15-days of receipt of invoice as follows:

- 35% with Order
- 40% on Approval of Drawings and order of material
- 10% on delivery to the jobsite and mobilization
- 10% on completion of dome 1 installation
- 5% on completion of dome 2 installation

**Validity:**

Prices quoted herein are valid for 30-days and may be subject to adjustment after this time, up to the receipt of a firm acceptable Purchase Order and initial payment.

**Not Included in UIG Scope of Work:**

- Supply of test water, pumps, hoses etc. for water-spray testing (to be supplied by others).
- Survey of top of wall in dgw format
- Only one new dome is included. No work for the existing roof is included.
- Any demolitions or tank modifications, welding, coating etc. by others
- Any site grading and all civil work by others.
- Foundation and tank construction by others.
- Any electrical wiring and controls by others.
- Any construction permits by others.
- Tank disinfection, if required, by others.
- Civil work, site preparation, construction/modification of the reservoir.
- Any Taxes

## NOTES AND CLARIFICATIONS:

- Addendums received: 0
- Pricing subject to UIG Terms and Conditions of Sale.
- In our proposal we have not included for Performance or Payment Bonds, if required please add 1.5% of the total contract price.
- Any sales taxes are not included.
- Pricing subject to UIG Terms and Conditions of Sale
- Any items that are not specifically mentioned above are not included.
- Our proposal is based on one mobilization and one demobilization.
- Unloading of the material by others or additional as quoted above.
- Out of roundness measurements by others or based on API 650std.
- Reservoir internal dimensions to be within +/- 1"
- Top of the tank shell shall be structurally suitable for attachment of the dome roof to structure.
- All existing anchor bolts to be cut off and flush with top of tank by others.
- During the new roof anchorage UIG will not be responsible for any cracks in tank walls. If any to appear they shall be repaired by others.
- UIG is not responsible for the following:
  - ◆ Modifications required to the tank to mount the dome cover, or modifications required in the field to avoid interference with equipment or appurtenances not defined in the customer's drawings.
- Testing – if required Water and Water Hose for Water-Spray Test to be provided by the Purchaser or Owner.
- Top Angle and Wind Girder to be provided by others. If additional dome leg supports will be required to overcome tank shell buckling – they are to be supplied and installed by others, or by UIG at an additional charge.
- Tank coating, if applicable, to be performed after the dome roof installation is completed so that dome erection does not cause any kind of damage to the tank coating system during installation. If the dome roof to be installed after to the tank coating is completed, in this instance UIG will not be responsible for any damage to the tank coating system. Some touch-up might be required.
- Due to current volatility in the steel market, material pricing here within, after the quote valid until date, will be subject to Producing Mill Increase and any applicable increase of material surcharges at the time of order placement.
- This proposal represents our complete offering.
- Unless otherwise noted, UIG has quoted our standard design, fabrication, accessories (perimeter handrails, ladders, etc.) and coatings.
- If the Buyer orders extra work or makes changes by altering, adding to, or deducting from the work set forth in this quote, the price and any completion date quoted will be adjusted accordingly. The price adjustment will include but not be limited to engineering, shipping, manufacturing, materials, construction and administration expense. All changes will be due Net 15.
- Change Orders: In the event of a deviation of scope, United Industries Group, Inc. will inform the on-site representative from the client company of the deviation and submit a written deviation form with costs and/or time and material estimate. This work will not commence until written approval of scope and costs from the client company have been accepted by the UIG on-site representative or authorized management personnel of UIG.
- Any items or specifications not specifically mentioned above are not part of our proposal. Change Orders may impact delivery date.
- This proposal does not include unloading, hauling, grouting, or washing, painting, welding, load lines or any other systems installation unless stated as being included.
- Our price is based on site being easily accessible by a tractor-trailer and crane with no overhead or other obstructions and adequate room (within 30 feet) directly adjacent to the tank foundations for storage of materials and equipment.
- Unloading of the material by others or additional as quoted above. Material to be staged adjacent to foundation. BUYER to provide a suitable crane or track excavator to lift and place skids and boxes as directed by SELLER's personnel. Max skid weight = 10,000 lbs. *Lifting straps are to be used; no chains.*
- Domestic freight prices quoted are F.O.B. destination and do not include any permits, duty, sales and/or use taxes.
- International freight charges listed within this quotation are estimated C.I.F. (cost, insurance and freight) per Incoterms 2010 based on current available rates, and do not include any permits, duty, sales and/or use taxes.
- Due to circumstances beyond the control of UIG, freight will be based on actual charges incurred at time of shipment.
- Our prices are based on standards as set forth by AWWA D103 and/or NFPA 22.
- UIG does not include for water testing, cleaning of sedimentation or contamination caused by poor water quality.
- All non-standard applications that do not include water or municipal wastewater require submittal of water chemistry by owner at time of bid. UIG is not responsible for undisclosed water chemistry and warranty may be voided.

- In cold climates installation price is based on erection between months of April and October. Erection between months of March and November can be performed for an additional fee (tbd).
- No backfill or any external force including flooding shall be placed against the tank sidewall without prior written approval and design review of UIG. Any backfill, if allowed, shall be placed according to the strict instructions of UIG.
- Customer to provide level tank site within 2' grade.
- Pricing is based on working six (6) 10-hour shifts per week with the 7th day available for a make-up in case of weather delays.
- We have NOT included for site preparation.
- Steel is not limited to US origin.
- Job site access ways, service roads, and adjacent grounds must be suitable to support continuous installation operations under all typical or expected weather conditions. Ways, roads, and grounds must be clear of obstructions, provide sufficient clear space, be paved with compacted gravel (or better material), be able to support all lifting operations (e.g., cranes, man-lifts, etc.), and ensure no standing Water or mud is retained in the work area.
- Our scope of supply stops at 1st exterior flange of the tank unless otherwise specified.
- We do not provide for the handling, removal or disposal of any hazardous materials such as lead, asbestos, PCB's, etc.
- Piping, valves, mixers, lighting, electrical wiring, control wiring, control systems, and other auxiliary equipment are supplied and installed by others unless otherwise noted in our proposal.
- Disinfection of tank interior is not included within the scope of this proposal unless noted above.
- Customer shall furnish water quality test.
- Installation price is based on weather conditions favorable to continuous erection operations. Increased costs apply during seasonal periods that experience weather conditions unfavorable to continuous tank erection operations. Conditions can include extreme cold or heat, excessive wind, snowfall/ice or rain. UIG will follow regulatory guidelines for safe work temperatures. Additional charges will apply based on unfavorable conditions resulting in non-productive time experienced at the time of the build. Charges will be calculated on total daily downtime due to inclement weather and charged at the UIG standard rate sheet.
- We have not included for cost of obtaining any construction permits.
- Should concealed, unusual, unexpected, and/or unrecorded conditions be encountered which interfere with normal fabrication procedures, UIG will advise the Buyer of conditions encountered and if the Buyer instructs UIG to perform the necessary work to overcome such conditions, Buyer will reimburse UIG for the extra expense.
- Any time lost due to delays with performance of scheduled payment terms for achieved milestones on behalf of the buyer will be added to the completion time.
- Approval of our drawings to be given within 2 - 3 weeks after receipt. Any delay in customer supplying complete information or approval of drawings will be added to the completion time.

- In our proposal we have not included for Performance Bond, License, Fees and/or any other such fees of any kind.
- Buyer will supply the necessary sanitary facilities and palatable drinking water as required for the performance of the contract. Buyer will ensure all tank parts are within 30 feet of tank foundation with no interfering objects. UIG will be allowed access for a truck to be placed and operated at the erection site.
- Power supply for tools require a minimum 120volt, 20amp circuit 3-prong grounded, within 30 foot of foundation.
- Foundation centerlines and base orientation will be established by others at 0 degrees, 90 degrees, 180 degrees, and 270 degrees and marked on the pad, prior to erector arriving at jobsite. Additional charges and/or re-mobilization charges may apply should inaccuracies or deficiencies in foundation work, performed by others, cause lost time.
- Foundation will be clean and clear of any obstruction, material, or equipment. Adequate clearance will be provided around the tank foundation area as well as overhead. Minimum clearance of eight (8) feet is required between tanks, ten feet overhead.
- Buyer responsible for Hydro-Test, if a leak is disclosed during the hydro-test, a UIG service personnel will be dispatched immediately. If UIG is to provide Hydro-Test, buyer shall have water available within 24 hours' notice and begin filling water tank. Buyer shall provide water for Hydro-test and any subsequent fillings after that. Buyer is responsible for emptying and disposing of water after testing. Disinfections if required shall be the responsibility of others. Buyer shall furnish water quality test. Buyer is to blind flange all nozzles for water testing. All water for Hydrotest is to be provided, piped, pumped in the tank and disposed of by others. No post-hydro cleaning has been included.
- Any Post hydro-cleaning required will be by T&M rates or performed by others.
- UIG requires water to be supplied not more than 50-feet from the tank being tested at 250 GPM unrestricted flow. Water shall be gravity drained at an unrestricted flow into a drain or other no more than 50' from the tank.
- Buyer responsible for supplying trash dumpster at job site and for disposing of contents of dumpster.
- UIG construction crews will operate within the rules and regulations of the Occupational Safety and Health Administration. If more stringent Federal, State and local safety standards apply, then UIG will follow the most stringent standard.
- The customer is required to provide all current safety standards, rules, and regulations to UIG prior to order placement. If safety standards, rules or regulations are revised after the sale, then the Buyer is required to provide UIG with a copy of the recently revised safety standards, rules, and regulations no less than 30-days prior to the expected start date. Changes or additions to safety and health requirements that are not already covered by standard UIG safety and health policy may affect cost and schedule agreements.
- Onsite safety orientation, not to exceed one hour in duration, is included. If additional safety orientation or classes are required, then additional charges are applicable.
- Buyer will obtain insurance against loss by fire, lightning, removal, and all extended coverage perils, theft, vandalism, and malicious mischief, earthquake, negligence, and any other insurance which Buyer deems necessary (generally covered in Buyer's Risk policies). Buyer need not cover tools owned by workers or tools and equipment owned or rented by installer. Buyer is required to provide protection to prevent theft of material from jobsite.
- We reserve the right to have all or part of the work included in this proposal covered by an order or contract placed directly with UIG Parent Company or with a subsidiary or affiliated company or sublet or assigned by us or by any of the aforementioned companies to a subsidiary or affiliated company.
- UIG, Inc. shall not be held liable or deemed in default if prevented from performing any of the obligations of the Agreement due to causes beyond its reasonable control such as fire, drought, act of God, war, riot, strikes, differences with workmen, lockouts, epidemics, quarantines, delays in transportation, shortage of cars, fuel, labor or materials, embargo, or government orders or actions which in any way interfere with the purchase or manufacture or flow of the necessary materials, products or labor required to manufacture or fabricate the products, materials or workmanship described or referred to in the proposal/contract.
- UIG, Inc. utilizes those standards, specifications and/or interpretations and recommendations of professionally recognized agencies and groups such as AWWA D-100, AWWA D-103, ASCE7, IBC, ADM, API 12B, API 650, ACI, AISI, AWS, ASTM, NFPA, DIN, UL, ISO, FM, U.S. Government, UIG, etc. as the basis in establishing its own design, fabrications and quality criteria, practices methods and tolerances.
- Orders are entered on a first-come first-served basis.
- Every effort will be made to meet schedule requirements. UIG is not responsible for delays due to: adverse weather conditions, building permits or any other delay out of the control of UIG.
- Shipment – Promised shipping dates are approximate. Such dates are estimated from (a) date of receipt of order with complete fabrication information and settlement of all details, and (b) the date of entry of such order by UIG.

**NOTE:**

*This proposal is the property of United Industries Group, Inc. [UIG] contains design concepts, specifications and calculations specifically prepared for your project requirements. This information is considered confidential and shall not be released to others without prior written authorization from UIG.*

**TERMS AND CONDITIONS OF SALE**

1. United Industries Group, Inc. (Seller) hereby provides Buyer a quote containing terms, conditions, specifications, pricing, and exceptions to provide goods and/or services pursuant to Seller's understanding of Buyer's needs and expectations. Buyer represents full knowledge and understanding of all terms, specifications, and exceptions in Seller's quote known as the Proposal from this point forward.
2. Buyer's acceptance of the Proposal, whether by oral or written order, constitutes Buyer's agreement to the general terms and conditions in this Agreement and the terms, conditions, specifications, pricing, and exceptions as described in the Proposal. Buyer further agrees upon date of order the terms, conditions, specifications, pricing, and exceptions as detailed in the Proposal meet all Buyer expectations and is hereby made a part of this Agreement. The Effective Date of this Agreement is the latter date of either Buyer's order if written, or Seller's Proposal.
3. This agreement reflects the entire agreement between the parties with respect to its subject matter. Except for any nondisclosure agreements between the parties, all other oral or written agreements, contracts, understandings, conditions, or representations with respect to the subject matter of this Agreement are superseded by this Agreement. The terms and conditions of this Agreement shall only be amended if specifically changed in writing and signed by an executive officer of Seller.
4. Unless otherwise stated on the face hereof, the price and delivery of all goods, are FOB Seller's factory. Title to the goods shall pass to Buyer when the goods are duly delivered to Carrier at Seller's factory, except where Buyer requests a delay in shipment, in which case the title shall pass to the Buyer when the goods are ready for shipment.
5. The risk of loss to the goods shall pass to Buyer when the goods are duly delivered to the Carrier at Seller's factory, except where the Buyer requests a delay in shipment as described above. The processing of freight claims or loss claims is the responsibility of Buyer.
6. Seller warrants the goods against defects in workmanship and materials under normal and proper use and operating conditions for a period of 12 months from date of shipment. There are no understandings, agreements, representations, or warranties, either express or implied, including without limitation the implied warranties or merchantability and fitness for a particular purpose respecting the goods other than or different from the seller's limited warranty.

Seller's Limited Warranty is subject to the following limitations and conditions:

- a. Seller's Limited warranty shall become void and terminate if, during the warranty period, Buyer (1) transfers its ownership or use of goods to another person (other than initial transfer from Buyer to applicable original intermediaries and the final owner), or (2) puts goods to uses or operates them under conditions, including without limitation the storage of liquids or bulk material of different composition, bulk density, specific gravity, flow characteristics, or processes different from those represented to Seller prior to date of shipment, or (3) dismantles or moves tank from its original site, or (4) fails to complete all financial obligations of Seller's sale agreement.
- b. Seller's Limited Warranty shall become void and terminate if Buyer makes repairs or alterations to goods without obtaining Seller's prior written approval.
- c. Seller's Limited Warranty does not include (1) corrosion or erosion of goods caused by or resulting from elevated temperatures (above ambient), acids, chemicals, or other caustic substances, (2) the suitability of any material or part selected by Buyer for use with goods, (3) galvanic corrosion due to dissimilar metal interaction of internals, not supplied by Seller.
- d. On all materials, parts or accessories purchased by Seller from vendors, Seller's Limited Warranty is limited to the duration and effect of the terms and conditions of any warranty given to Seller by such vendors, and then only to the extent that Seller is able to enforce such warranties in appropriate legal proceedings.
- e. Seller's Limited Warranty excludes structural design (this is covered by the certifying engineers certification) and operating performance issued, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer, the correctness of interfacing work, material or services to be provided by Buyer (such as foundations or attached process or control equipment), Buyer's operating practices or maintenance, or any action by Buyer resulting in the application of abnormal pressures or weight to the structure. Buyer shall also have sole responsibility for determining whether its plans or specifications meet applicable local requirements.
- f. Seller's Limited warranty does not cover routine maintenance. Seller's Limited Warranty shall become void and terminate if tank is misused, neglected, or damaged after delivery thereof to Buyer or if it is not properly operated and maintained. This includes, but is not limited to, proper operation, filling and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design and operating pressures and vacuums are not exceeded. Grouting, if required, must be installed, and properly maintained by Buyer. Tank and lining/coating must be maintained by Buyer as necessary to protect against wear and corrosion.
- g. No person, firm or corporation is authorized to make any representation or to incur any obligation in the name of or on behalf of Seller.
- h. This warranty does not cover damage caused by shipping, handling, or damage caused by operating or maintenance activities.
- i. This warranty is rendered null and void by force majeure (i.e., Acts of God, wars, violence, vandalism, civil unrest, and the like).

7. In the event of any failure of goods to perform as warranted, Seller will, at Seller's sole option, either replace or repair goods, or refund the purchase price of defective portion of goods supplied to Buyer. The liability of Seller is expressly limited to these remedial measures, and it is understood and agreed that the purchase price for goods is based upon Seller's Limited Warranty and the Limitation of Remedies set out herein. In no event shall Seller be responsible for any INCIDENTAL, PUNITIVE OR CONSEQUENTIAL damages, or damages from tort or negligence (including any negligence by Seller) arising out of or in connection with the use of goods, including without limitation the loss of contents or loss of profits, or for the condition or quality of material stored in the tank, or for any liability of Buyer or provide product or service to any customer of Buyer. This exclusive remedy shall not be deemed to have failed its essential purpose so long as the Seller is willing and able to repair or replace defective Products or issue a credit to the Buyer within a reasonable time after the Buyer shows to Seller that a defect is involved. Total Seller's liability shall be limited to the remaining prorated portion. Seller or its authorized representative will be the sole judge of whether or not any repairs are required under the terms of the warranty. Any action brought by Buyer arising out of or in connection with breach of Seller's Limited Warranty shall be commenced within 90 days after such a cause of action shall have occurred. Unless noted, this agreement does not contemplate any future performance by Seller after the tender of delivery of goods.  
Any warranty claim shall be made to United Industries Group in writing. Once a claim has been made, Seller shall have the right to perform on-site inspection of goods. Such inspection including preparation of the tank for inspection or repair (such as removing product and washing down the tank) will be the sole responsibility and expense of the Buyer. In the alternative, if so instructed by Seller, Buyer shall ship goods, or any part thereof, claimed to be defective to Seller under its shipping instructions and by freight prepaid. If Seller is required to do work on Buyer's premises, Seller shall be granted permission to perform such work with its own service personnel under non-union conditions.
8. Buyer shall defend, release, indemnify and hold Seller, its Affiliates and Subcontractors harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, court costs and attorney's fees) arising out of any claim or cause of action by Buyer employees or invitees, their representatives, agents, heirs, beneficiaries and assigns for injury to or death of Buyer's employees or invitees or damage to Buyer's property to the extent caused by the sole or contributory negligence of Buyer.
9. Neither party shall be liable to the other for special, indirect, or consequential damages resulting from or arising out of this Agreement including, without limitation, damages claimed for loss of use of productive facilities or equipment, lost profits, lost production, or non-operation or increased expense of operation, whether claims or actions for such damages are based upon contract, tort, (including negligence), strict liability or otherwise.
10. Seller's total liability arising at any time from this Agreement shall not exceed the purchase price of the Agreement. These limitations apply whether the liability is based on contract, tort, strict liability or otherwise.
11. All devices, designs, (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferrable license to use any such material solely for Buyer's use of the Goods. Neither Seller nor Buyer shall disclose any such material to third parties without the Seller's prior written consent.
12. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship arising out of this Agreement shall belong exclusively to Seller.
13. Seller's products are supplied for export from the United States in accordance with U.S. Export Administration regulations for ultimate destination to the Buyer who shall not be located in a restricted country as defined by the U.S. Export Administration and diversion contrary to U.S. law is prohibited. Buyer further agrees and warrants that all exports will conform to this regulation.
14. Buyer and Seller further agree that Seller's Affiliates may perform work for Buyer. In such event, the references to Seller in this Agreement shall mean Seller and such Affiliate of Seller. The Affiliate and Buyer shall be deemed to ratify and agree to be bound by the terms and conditions of this Agreement with respect to its subject matter.
15. Proposals specifically including freight or other transportation charges are based on rates in effect on the date of Buyer's order and on the routing of shipment arranged by Seller. Seller will ship goods in accordance with Buyer's routing whenever such routing will not result in an increase in freight or other transportation charges. In the event of such increases, the payment of any additional freight or other transportation charges is guaranteed by Buyer to Seller's satisfaction. The goods shall be packaged for shipment at the lowest acceptable rate by common or other carrier, or any other method deemed necessary or advisable by Seller. Marking shall be in accordance with ordinary commercial practice at place of shipment, unless otherwise designated by Buyer and accepted by Seller.
16. Shipping and delivery dates are approximate and are based upon Seller's ability to obtain all necessary labor, materials, and parts and, where applicable, the receipt of all necessary information, plans or specifications from Buyer. Seller shall not be liable for damages resulting from any delay or failure to deliver the goods, or otherwise perform under the Agreement, due to circumstances beyond its control and not occasioned by its fault or negligence, including but not being limited to, any act of government, inability to obtain materials, failure of vendors, strikes, labor disputes, civil commotion, acts of God, or other occurrences rendering Seller's performance commercially impracticable, regardless of whether such occurrences are foreseeable. In the event of a production shortage, Seller shall have the right to allocate its available goods among its customers in such a manner as Seller shall desire.

17. Due to the custom nature of Seller's products and equipment, the Buyer accepts title on the later of when the units are completed or the promised ship date. Buyer will be invoiced immediately and accept responsibility for payment and any applicable storage fees.
18. One (1) weeks "grace period" from agreed upon promised ship date - no charge. A charge of \$100/truck/week for bolted tanks will be assessed for weeks 2-7. A charge of \$250/tank/week for welded tanks will be assessed for weeks 2-7. The maximum storage period is seven (7) weeks. Arrangements must be made for shipments so that the maximum storage period is not exceeded.
19. Payment terms will be as stated in the TERMS OF PAYMENT section of the quote above.
20. This Agreement is subject to (a) execution by Buyer of such additional contract documents, security agreements, notes or other instruments as Seller shall deem necessary or desirable and (b) Seller's review and acceptance of the financial condition of Buyer. If the financial condition of Buyer at any time does not in the sole judgment of Seller, justify continuance of shipment under the terms of the Agreement, Seller reserves the right to ship under reservation, or to require full payment before shipment, delivery or erection. Additionally, Seller may at its discretion file such notices for financial protection under the lien or bond statutes of each state.
21. The manufacturer reserves all drawback rights for materials it produces and sells to Buyer. If Buyer exports the product which Seller manufactures, it is agreed that evidence of exportation shall be supplied to Seller to facilitate its claim of drawback upon request and without charge to Seller.
22. To secure payment for goods, Buyer grants to Seller a security interest in the goods and agrees that Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer designates Seller as its attorney-in-fact to execute any financing statements on behalf of Buyer necessary to perfect such security interest.
23. Seller's prices do not include sales, excise or similar taxes levied by government authority, either foreign or domestic. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to this transaction, shall be paid by Buyer as part of the sale, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to taxing authorities of the Shipped-To state. On any material picked up by Buyer at the plant, the tax jurisdiction of the FOB state is applicable.
24. No extra labor, materials or parts will be furnished under this Agreement, unless it has been ordered by Buyer or Seller's sales order form, and the prices and terms of sales are approved by Seller. Seller may at its option subcontract labor, material and parts required by this Agreement without Buyer's consent. The goods shall be, at Seller's option, subject to inspection and testing during manufacture. Any inspection by Buyer shall be made prior to shipment at Seller's factory or point of shipment. Unless otherwise agreed to, Seller shall not be responsible for unpacking, storage, field assembly of goods, or construction of foundations. Furthermore, Seller shall not be responsible for the choice of use or linings, sealants, and gasket materials not sold hereunder; or the installation, attachment, or connection of piping, conveying and ventilating equipment, or other attachment of accessories or components not sold hereunder.
25. Seller, at its own expense, shall defend the Buyer against any claims which may be instituted against the Buyer alleging infringement of United States Patents relating to the subject matter of the accompanying sales proposal, provided the Buyer gives Seller immediate notice in writing of any such alleged patent infringement claim and permits Seller, through its own counsel, to defend such claim. In such cases, Buyer shall furnish Seller with all needed information and assistance. The obligations of Seller hereunder shall not extend to any infringement claims arising as a result of the use of the equipment as part of any combination of other devices, machinery, or parts.
26. Buyer's cancellation of any order is required to be in writing. A 10% charge of total order will apply if cancelled after order is placed; 15% of total order will be charged if order is cancelled after drawings are completed; 50% of total order will be charged if cancelled after materials are received; 75% of total order will be charged if cancellation occurs after fabrication starts and 100% of total order will be charged if cancellation occurs after 50% of fabrication.
27. The rights and obligations of the parties shall be governed by the domestic laws of the State of California without regard to its conflict of law rules or the United Nations Convention for the International Sale of Goods.
28. Any dispute, controversy or claim arising under this agreement shall be settled by arbitration in Orange County, California, pursuant to the American Arbitration Association rules.
29. This Agreement contains the entire agreement between Seller and Buyer, and no modification of this Agreement shall be binding upon Seller unless evidenced by an agreement amending this Agreement in writing signed by an executive officer of Seller after the Effective Date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the agreement between Seller and Buyer.
30. At all times hereafter, termination of this Agreement notwithstanding, Buyer shall treat as confidential and shall not, without Seller's prior written consent, divulge to any third party or, except to the extent necessary for performance hereunder, make any use of any proprietary information process or thing, owned, or supplied by Seller or representatives of Seller which is disclosed or made available to Buyer by or on behalf of Seller.
31. It is intended that if any provision of this Agreement is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and still enforceable.

## **APPENDIX F**

### **Anaerobic Digester Natural Gas Consumption**



Carroll Digester Improvements  
 V&K Job. No. 27361  
 Digester No. 1 - 35-Foot Diameter

BOD Loading	4,735 lbs/day	VSS/1,000 cf	97	18.10 Days
Sludge Production	0.7 lbs sludge/lb BOD/day	Sludge Production	3314.5 lbs/day	
Sludge Density	4%	Sludge Volume	9,936 gallons per day	
			1,328 cf/day	
VSS/TSS	70%	Volatile Sludge Loading	2,320 lbs/day	
VSS Reduction	50%	Volatile Solids Destruction	1160.075 lbs VSS destroyed/day	
Gas Production	15 cf gas/lb VSS destroyed	Gas Produced	17,401 cf/day	
BTU value of Gas	600 BTU/cf	Heating Value	10,440,675 Btu/day	
			104.41 Therm/day	
			435,028 Btuh	

Digester Diameter	35 ft	Top Area	962 sf
Side Wall Depth	25 ft	Bottom Area	7.07 sf
Total Depth	25 ft	Volume	24,041 cf
Bottom Diameter	3 ft		179,824 gallons
Wall Thickness	12 in		
Exposed Elevation	3 ft		

Building Coverage, %	25%
Proposed Wall Insulation, R	8
Wall Area Exposed to Air	247,275 sf
Wall Area Exposed to Building	686,875 sf
Wall Area Exposed to Soil	1813,35 sf
Cover R value	4
Slab Thickness	12 in

	Maximum	Average
Sludge Heating		
Daily	3,728,813 Btu/d	2,900,188 Btu/d
Hourly	155,367 Btu/hr	120,841 Btu/hr

	Minimum	Average
Digester Heat loss		
Wall Area Exposed to Air	2,822 Btu/hr	1,478 Btu/hr
Wall Area Exposed to Building	229 Btu/hr	229 Btu/hr
Wall Area Exposed to Soil	8,311 Btu/hr	7,556 Btu/hr
Slab	4,407 Btu/hr	4,007 Btu/hr
Cover	25,243 Btu/hr	13,222 Btu/hr
DIGESTER HEAT LOAD	196,380 Btu/hr	147,333 Btu/hr
		1,290,638,115 Btu/year
		12,906 Therm/year
		\$14,584 Cost per year in Natural Gas

	Minimum	Average
Minimum	-10 deg F	40 deg F
Building Temp	55 deg F	55 deg F
Soil Temp	40 deg F	45 deg F
Digester Temp	95 deg F	95 deg F
Primary Sludge Temp	50 deg F	60 deg F
Natural Gas Cost	\$1.13 per therm	

Carroll Digester Improvements  
 V&K Job. No. 27361  
 Digester No. 2 - 40-Foot Diameter

BOD Loading	4,735 lbs/day	VSS/1,000 cf	74	23.64 Days
Sludge Production	0.7 lbs sludge/lb BOD/day	Sludge Production	3314.5 lbs/day	
Sludge Density	4%	Sludge Volume	9,936 gallons per day	
			1,328 cf/day	
VSS/TSS	70%	Volatile Sludge Loading	2,320 lbs/day	
VSS Reduction	50%	Volatile Solids Destruction	1160.075 lbs VSS destroyed/day	
Gas Production	15 cf gas/lb VSS destroyed	Gas Produced	17,401 cf/day	
BTU value of Gas	600 BTU/cf	Heating Value	10,440,675 Btu/day	
			104.41 Therm/day	
			435,028 Btuh	

Digester Diameter	40 ft	Top Area	1,256 sf
Side Wall Depth	25 ft	Bottom Area	7.07 sf
Total Depth	25 ft	Volume	31,400 cf
Bottom Diameter	3 ft		234,872 gallons
Wall Thickness	12 in		
Exposed Elevation	3 ft		

Building Coverage, %	25%
Proposed Wall Insulation, R	8
Wall Area Exposed to Air	282.6 sf
Wall Area Exposed to Building	785 sf
Wall Area Exposed to Soil	2072.4 sf
Cover R value	4
Slab Thickness	12 in

	Maximum	Average
Sludge Heating		
Daily	3,728,813 Btu/d	2,900,188 Btu/d
Hourly	155,367 Btu/hr	120,841 Btu/hr

	Minimum	Average
Digester Heat loss		
Wall Area Exposed to Air	3,225 Btu/hr	1,689 Btu/hr
Wall Area Exposed to Building	262 Btu/hr	262 Btu/hr
Wall Area Exposed to Soil	9,499 Btu/hr	8,635 Btu/hr
Slab	5,757 Btu/hr	5,233 Btu/hr
Cover	32,970 Btu/hr	17,270 Btu/hr
DIGESTER HEAT LOAD	207,079 Btu/hr	153,931 Btu/hr
		1,348,432,077 Btu/year
		13,484 Therm/year
		\$15,237 Cost per year in Natural Gas

	Minimum	Average
Minimum	-10 deg F	40 deg F
Building Temp	55 deg F	55 deg F
Soil Temp	40 deg F	45 deg F
Digester Temp	95 deg F	95 deg F
Primary Sludge Temp	50 deg F	60 deg F
Natural Gas Cost	\$1.13 per therm	

## **APPENDIX G**

### **Aerobic Digester Power Consumption**

# O&M Requirements, Power Consumption & Parts Pricing

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## CARROLL, IA

### XYLEM SANITAIRE VORELODOS/DIGESTER

#### A. O & M Requirements

**NOTE:** *We have provided the typical man-hours required for typical equipment operation and maintenance. The labor rate to be estimated by OTHERS.*

The following lists estimated regular maintenance to be expected for each piece of equipment.

**Aeration Blowers:** Check inlet filters, lubrication levels, and grease fittings (weekly). Clean or replace inlet filter when inlet manometer shows excess clogging. Inspect and adjust belt and sheaves between motor and blower per O&M manual (monthly). Change blower oil every 1000-1500 hours, per O&M manual. Grease blower bearings per O&M manual. Re-grease motor bearings per O&M manual [0.5hr/blower/month].

**Fine Bubble Aeration System:** The SANITAIRE® fine bubble aeration system is designed to give maintenance free service. [Diffuser Replacement @ 12 years, replacement time 25 diffusers per man-hour]

**Control Panel:** The control equipment needs no regular service.

**Submersible Mixers:** Inspect mixer assembly monthly for signs of rag build up and/or binding. Inspect oil monthly for level and signs of water intrusion. Add oil as needed. Replace oil and seals as indicated if there is evidence of water intrusion [1.0hr/mixer/month].

**Probes.** The YSI FDO DO probes are self-calibrating. The only maintenance required is replacement of the sensor cap every 3-5 years.

## B. Power Consumption:

The following table gives estimated power consumption values for Design Average Daily flow. Calculations included in the proposal.

NOTE: Valve and control/instrument power does not contribute significantly to the total power requirements and is therefore excluded from the summary.

### **VORELODOS POWER REQUIREMENTS (Design Average Daily Flow – PD Blowers)**

						<b>KWH/DAY</b>
<b>DIGESTER AIR BLOWERS (PD)</b>	7 BHP	2 RUN	@	24 HRS/DAY		251
<b>MIXER – DIGESTER 1</b>	1.9 BHP	1 RUN	@	24 HRS/DAY		34
<b>MIXER – DIGESTER 2</b>	1.6 BHP	1 RUN	@	24 HRS/DAY		29
				<b>KWH/DAY</b>		<b>314</b>

**Estimated Annual Power Cost (\$0.08): \$9,169**

C. Typical Maintenance Parts Costs:

EQUIPMENT	ACCESSORIES	QTY.	FREQ. (YRS)	UNIT COST (USD)
<b>BLOWER</b>	Oil and Grease	3	1	\$400
	V-Belt Set	3	10	\$290
	Inlet Filter/Blower	3	3	\$75
<b>FB AERATION*</b>	Diffuser Replacement (SSII Membrane Disc)	70	12	\$6.00
	Diffuser Retainer Rings	*	*	\$3.00
	Air Distributor Supports	*	*	\$20.00
	Air Distributor Repair Kits	*	*	\$150
	Fixed Joint Assemblies	*	*	\$15
<b>MIXERS</b>	Oil	2	1	\$100.00
	Seals	2	3	\$150.00
<b>D.O Probe</b>	Replacement of Sensor Cap	2	3	\$150.00
<b>VALUE OF SPARES INCLUDED IN OFFERING</b>				

Note: Values quoted above, cover cost of materials only.

\* The Sanitaire fine bubble aeration system is a fixed grid system with no moving or wearing parts, other than the membrane discs which require replacement every 12-15 years due to loss of elasticity. The listed aeration system spares are recommended be kept on hand in case of inadvertent damage.

# 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:** November 8, 2023

**SUBJECT:** West Golfview Subdivision  
Paving Section Selection

One of the critical decisions in the development of the West Golfview Subdivision is the selection of the paving section for North West Street. The alternative paving sections are (1) Rural, as now exists with a shoulder and road ditch adjacent to the east edge of pavement, or (2) Urban, which includes construction of a curb and gutter adjacent to the east edge of pavement. The paving section not only impacts the ultimate aesthetics of the Subdivision, but also immediately impacts the road right-of-way needs for platting and, in this case, the location of the sanitary sewer for construction plan preparation.

Conceptual Opinions of Probable Cost for the proposed public improvements in the Subdivision have been prepared for both Rural and Urban paving sections as follows:

	Rural	Urban
Grading & Erosion Control	\$171,040	\$345,840
Roadway	\$0	\$157,360
Storm Sewer	\$43,850	\$51,620
Sanitary Sewer	\$619,910	\$619,910
Total	\$834,800	\$1,174,730

**RECOMMENDATION:** Mayor and City Council consideration and selection of a paving section for the West Golfview Subdivision.

RMK:ds

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Aaron Kooiker, City Manager *AK*

**DATE:** November 7, 2023

**SUBJECT:** West Golfview Subdivision – Property Tax Projection

During discussion of the Golf Course development, staff felt it important to see what the possible tax implications of the development would be. Staff put together assumptions to show how much tax revenue would be generated over a 10-year period with the new houses added by this development. If you look through the below Performa, with only 9 units being added the new tax revenue over a 10-year period could be \$264,204. Staff feels this is a very conservative number as on the smaller lots most developers have communicated that they would probably look at adding duplexes rather than single family homes. (Note: This is an estimate only as assumptions will likely change annually.)

	<u>Per Year</u> (w/ tax abatement)	<u>Per Year</u> (w/o tax abatement)
No. of houses:	4	4
Assessed Value of each house:	\$700,000	\$700,000
No. of houses:	5	5
Assessed Value of each house:	\$450,000	\$450,000
Total Assessed Value	\$5,050,000	\$5,050,000
Less: Tax Abatement	(675,000)	-
	<u>\$4,375,000</u>	<u>\$5,050,000</u>
Residential Rollback	47%	47%
	<u>\$2,056,250</u>	<u>\$2,373,500</u>
Less: Homestead Credit	(43,650)	(43,650)
Taxable Valuation	<u>\$2,012,600</u>	<u>\$2,329,850</u>
Taxable Valuation/\$1,000	\$2,012.60	\$2,329.85
City Tax Rate	<u>12.16844</u>	<u>12.16844</u>
City Property Tax Bill	\$24,490.20	\$28,350.64
First 5 years:	\$122,451	
Second 5 years:		\$141,753
<b>10 YEAR TOTAL</b>	<b>\$264,204</b>	

**STAFF RECOMMENDATION:** Staff feels that this is a viable project and would recommend an urban section for the new development.



# 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:** November 8, 2023

**SUBJECT:** U.S. 30 Traffic Signal Removal Study  
Adams Street, Court Street

In 2016, the City performed a traffic signal removal study that included the signals at Adams Street and Court Street. Following completion of the study the decision was made not to remove the signals.

It has now been proposed to, again, initiate a study for the removal of traffic signals at Adams Street and Court Street. The procedure for traffic signal removal, if an engineering study indicates that the traffic control signal is no longer justified and a decision is made to remove the signals, is as follows:

- A. Determine the appropriate traffic control to be used after removal of the signal.
- B. Remove any sight-distance restrictions, as necessary.
- C. Inform the public of the removal study.
- D. Cover the signal heads for a minimum of 90 days and install the appropriate stop control or other traffic control devices.
- E. Remove the signal if the engineering data collected during the removal study period confirms that the signal is no longer needed.

A detailed timeline of the actions necessary during the traffic signal removal study is as follows:

Schedule (days)	Action
-30	News Release
-30 to +21	Advanced notification signs TRAFFIC SIGNAL UNDER STUDY FOR REMOVAL
0 to +90	Deactivate traffic control signals, cover signal heads
0 to +90	STOP signs: Adams Street Court Street
0 to +90	Retime traffic control signal system
0 to +30	STOP sign supplemental plates CROSS TRAFFIC DOES NOT STOP
0 to +30	Flags on STOP sign posts
0 to +30	STOP AHEAD signs
0 to +90	Crosswalk closure: NB Court Street
+90	Removal consideration

**RECOMMENDATION:** Mayor and City Council consideration of initiation of a traffic signal removal study for signals at Adams Street and Court Street.

RMK:ds

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**MEMO TO:** Aaron Kooiker, City Manager

**FROM:** Brad Burke, Chief of Police

**DATE:** October 24, 2023

**SUBJECT:** Police Vehicle Purchase



The police department has solicited bids for two (2) 2024 model year Ford Police Interceptor patrol vehicles. This was for one (1) Ford Police Interceptor that will replace a 2018 Ford Police Interceptor Utility and add one (1) additional unit to our fleet as an administrative vehicle.

Bids were requested and received from Champion Ford of Carroll and New Way Ford of Coon Rapids. Due to the high demand for fleet vehicles and short window to order, bids were requested on October 23, 2023 and received on October 24, 2023.

The bids received were as follows:

<u>Police Interceptor</u>	<u>New Way Ford</u>	<u>Champion Ford</u>
Unit 15	\$45,647	\$47,544
Unmarked	\$45,809	\$47,711
Total	\$91,456	\$95,254

One vehicle is a carry-over purchase from fiscal year 2023 as Ford was unable to meet demand for fleet purchases which cancelled our order. One vehicle was budgeted for fiscal year 2024. Both vehicle bids are under budget.

Due to only receiving bids from two vendors, purchase policy 501 will need to be waived to move forward with this purchase. Policy 501 asks for bids from three vendors for purchases within this dollar value.

We will not be trading the old vehicle to the dealer but will sell the vehicle through an online auction house, GovDeals.

**RECOMMENDATION:** Council consideration of the bids as submitted and approval to waive purchase policy 501 to authorize the purchase of two (2) 2024 Ford Police Interceptor Utility patrol vehicles as specified, for \$91,456 from New Way Ford. Second, to approve the sale of a

CNGP530

VEHICLE ORDER CONFIRMATION

10/21/23 09:27:43

==>

Dealer: F53600

2024 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 5599 Priority: A1 Ord FIN: QF222 Order Type: 5B Price Level: 415  
Ord Code: 500A Cust/Flt Name: CITY CARROLL PO Number:

	RETAIL		RETAIL
K8A	4DR AWD POLICE \$47165	51T	SPT LAMP DR LED \$420
	.119" WHEELBASE	55B	BLIND SPOT INFO 545
UM	AGATE BLACK	55F	KEYLESS - 4 FOB 340
F	CLTH BUCKETS/RR 60	59E	KEY CODE 1435X 50
6	EBONY	59W	LESS WIFI HSPOT (20)
500A	EQUIP GRP	60R	NOISE SUPPRESS 100
	.AM/FM STEREO	68B	PERIMETER ALERT 675
99W	.3.3L HYBRID NC	76P	PRE COLL ASSIST 145
44B	.10-SP MOD HYBRD NC		
	JOB #2 ORDER		TOTAL BASE AND OPTIONS 51750
	FLEET SPCL ADJ NC		TOTAL 51750
18D	GBL LOCK/UNLOCK NC		*THIS IS NOT AN INVOICE*
18X	100 WATT SIREN 315		
425	50 STATE EMISS NC		* MORE ORDER INFO NEXT PAGE *
43D	COURTESY DISABL 25		F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. City of Carroll - Police Dept QC00968

Brad-

Pricing is as follows:

	Retail <sup>o</sup> 51750
New Way Ford Gov't Fleet Discount	(4103)
IA Gov't Price Concession	(1500)
Outright	<u>\$ 45647.00 per unit</u>

Thank You!  
Dave Rehm  
New Way Ford  
Cedar Rapids, IA

CNGP530

VEHICLE ORDER CONFIRMATION

10/21/23 09:28:00

==>

Dealer: F53600

2024 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 5599 Priority: A1 Ord FIN: QF222 Order Type: 5B Price Level: 415

Ord Code: 500A Cust/Flt Name: CITY CARROLL PO Number:

RETAIL

RETAIL

76R	REVERSE SENSING	\$275
86T	RR TAILLAMP HSG	60
153	FRT LICENSE BKT	NC
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	DEST AND DELIV	1595

TOTAL BASE AND OPTIONS 51750

TOTAL 51750

\*THIS IS NOT AN INVOICE\*

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00968

CNGP530

VEHICLE ORDER CONFIRMATION

10/21/23 09:01:29

==>

Dealer: F53600

2024 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 5599 Priority: A1 Ord FIN: QF222 Order Type: 5B Price Level: 415  
Ord Code: 500A Cust/Flt Name: CITY CARROLL PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$47165	425	50 STATE EMISS	NC
	.119" WHEELBASE		43D	COURTESY DISABL	25
LK	DARK BLUE		55B	BLIND SPOT INFO	545
F	CLTH BUCKETS/RR	60	55F	KEYLESS - 4 FOB	340
6	EBONY		59E	KEY CODE 1435X	50
500A	EQUIP GRP		59W	LESS WIFI HSPOT	(20)
	.AM/FM STEREO		60R	NOISE SUPPRESS	100
99W	.3.3L HYBRID	NC	64E	18" ALUM WHLS	475
44B	.10-SP MOD HYBRD	NC			
	JOB #2 ORDER			TOTAL BASE AND OPTIONS	51930
	FLEET SPCL ADJ	NC		TOTAL	51930
16C	CARPET FLR COV	125		*THIS IS NOT AN INVOICE*	
16D	BADGE DELETE	NC		* MORE ORDER INFO NEXT PAGE *	
18D	GBL LOCK/UNLOCK	NC		F8=Next	
18X	100 WATT SIREN	315		F3/F12=Veh Ord Menu	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. *City of Carroll - Police Dept*

QC00968

*Brad -  
Pricing is AS follows;*

*New Way Ford Gov't fleet discount  
- In Gov't price concession  
outright*

<i>Retail</i>	<i>51930</i>
	<i>(4621)</i>
	<i>(1500)</i>
	<hr/>
	<i>\$45809.00 per unit</i>

*Thank You!  
Dave Rehm  
New Way Ford  
Leon Rapids, IA*

CNGP530

VEHICLE ORDER CONFIRMATION

10/21/23 09:02:01

==>

Dealer: F53600

2024 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 5599 Priority: A1 Ord FIN: QF222 Order Type: 5B Price Level: 415

Ord Code: 500A Cust/Flt Name: CITY CARROLL PO Number:

RETAIL

RETAIL

68B PERIMETER ALERT \$675

76P PRE COLL ASSIST 145

76R REVERSE SENSING 275

86T RR TAILLAMP HSG 60

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1595

TOTAL BASE AND OPTIONS 51930

TOTAL 51930

\*THIS IS NOT AN INVOICE\*

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00968



100

Preview Order 2401 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 10/23/2023 12:40:17 Receipt: NA

Dealership Name : Champion Ford

Sales Code : F53554

Dealer Rep.	DREW BEEBER	Type	Fleet	Vehicle Line	Explorer	Order Code	2401
Customer Name	Carroll Polic	Priority Code	A1	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$47165	BLIS (BLIND SPOT INFO SYSTEM)	\$545
.119 INCH WHEELBASE	\$0	KEYLESS ENTRY - 4 FOBS	\$340
TOTAL BASE VEHICLE	\$47165	KEYED ALIKE -KEY CODE E	\$50
DARK BLUE	\$0	NOISE SUPPRESSION BOND STRAPS	\$100
CLOTH BUCKETS/CLOTH REAR SEATS	\$60	18" PAINTED ALUMINUM WHEELS	\$475
EBONY INTERIOR	\$0	PERIMETER ALERT	\$675
EQUIPMENT GROUP 500A	\$0	PRE-COLLISION ASSIST	\$145
.AM/FM STEREO	\$0	REVERSE SENSING SYSTEM	\$275
.3.3L HYBRID ENGINE	\$0	PRICE CONCESSION INDICATOR	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	REMARKS TRAILER	\$0
JOB #2 ORDER	\$0	REAR TAILLAMP HOUSING	\$60
1ST AND 2ND ROW CARPET FLR	\$125	FRONT LICENSE PLATE BRACKET	\$0
BADGE DELETE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
GLOBAL LOCK/UNLOCK	\$0	FUEL CHARGE	\$0
100 WATT SIREN / SPEAKER	\$315	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
COURTESY LAMP DISABLE	\$25	DESTINATION & DELIVERY	\$1595
			MSRP
TOTAL BASE AND OPTIONS			\$51950
DISCOUNTS			NA
TOTAL			\$51950

ORDERING FIN: QF222 END USER FIN: QF222 PO NUMBER: 2401

**INCENTIVES:**

Acc. Code ID: 10 Contract/Ref #: 04-171R Description: undefined Concession Amount: \$-1500.00

47,710<sup>52</sup>

This order has not been submitted to the order bank.

This is not an invoice.

15



Preview Order 2402 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 10/23/2023 12:38:42 Receipt: NA

Dealership Name : Champion Ford

Sales Code : F53554

Dealer Rep.	DREW BEEBER	Type	Fleet	Vehicle Line	Explorer	Order Code	2402
Customer Name	Carroll PD 2	Priority Code	A1	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$47165	BLIS (BLIND SPOT INFO SYSTEM)	\$545
.119 INCH WHEELBASE	\$0	KEYLESS ENTRY - 4 FOBS	\$340
TOTAL BASE VEHICLE	\$47165	KEYED ALIKE -KEY CODE E	\$50
AGATE BLACK METALLIC	\$0	NOISE SUPPRESSION BOND STRAPS	\$100
CLOTH BUCKETS/CLOTH REAR SEATS	\$60	PERIMETER ALERT	\$675
EBONY INTERIOR	\$0	PRE-COLLISION ASSIST	\$145
EQUIPMENT GROUP 500A	\$0	REVERSE SENSING SYSTEM	\$275
.AM/FM STEREO	\$0	PRICE CONCESSION INDICATOR	\$0
.3.3L HYBRID ENGINE	\$0	REMARKS TRAILER	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	REAR TAILLAMP HOUSING	\$60
JOB #2 ORDER	\$0	FRONT LICENSE PLATE BRACKET	\$0
GLOBAL LOCK/UNLOCK	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
100 WATT SIREN / SPEAKER	\$315	FUEL CHARGE	\$0
50 STATE EMISSIONS	\$0	PRICED DORA	\$0
COURTESY LAMP DISABLE	\$25	ADVERTISING ASSESSMENT	\$0
SPOT LAMP LED DR - WHELEN	\$420	DESTINATION & DELIVERY	\$1595
			<b>MSRP</b>
TOTAL BASE AND OPTIONS			\$51770
DISCOUNTS			NA
TOTAL			\$51770

ORDERING FIN: QF222 END USER FIN: QF222 PO NUMBER: 2401

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 04-171R Description: undefined Concession Amount: \$-1500.00

47,543<sup>52</sup>

This order has not been submitted to the order bank.

This is not an invoice.



**PARKS, RECREATION AND CULTURAL ADVISORY BOARD MEETING MINUTES  
November 6, 2023 @ 5:15 PM  
Carroll City Hall**

The Parks, Recreation and Cultural Advisory Board met in person on this date at 5:15 P.M. Members Present: Jean Ludwig, Sheila Dentlinger, Cynthia Scaturico, Mary Bruner via Zoom, Deb Quandt, and Chase Werden. Absent: Casey Berlau, Josh Sporer, Chad Ross (arrived at 5:17). Staff Present: Chad Tiemeyer. Council Member: Lavern Dirx.

The meeting was called to order at 5:15 P.M.

\* \* \* \* \*

It was moved by Werden and seconded by Scaturico to approve the November 6, 2023; agenda as presented. All present voted aye. Nays: none. Abstain: none. Absent: Berlau, Sporrer and Ross. Motion carried 6-0.

\* \* \* \* \*

It was moved by Werden and seconded by Dentlinger to approve the October 2023, minutes. All present voted aye. Nays: none. Abstain: none. Absent: Berlau, Sporrer and Ross. Motion carried 6-0.

\* \* \* \* \*

Ross entered the meeting at 5:17.

\* \* \* \* \*

Public Comments: None.

\* \* \* \* \*

Director of Parks and Recreation Report: Tiemeyer discussed projects in the parks and getting ready for winter.

\* \* \* \* \*

Merchants Park: Destination Iowa has reopened with another 6 million in funding. Carroll will be seeking this funding. No Action Taken.

\* \* \* \* \*

Golf Course: Best financial year in the history of the golf course. We had great numbers across the board. No Action Taken.

\* \* \* \* \*

Carroll Rec Center Building Improvement Project updates: Tiemeyer discussed the ups and downs of the project. Several unexpected items that popped up that weren't technically related to the project, that had to be resolved before the project could continue. The scheduled opening date for the weight room and pool is November 13<sup>th</sup>. No Action Taken.

\* \* \* \* \*

Future Projects: Tiemeyer asked the board to come up with ideas for future projects for Carroll Parks and Recreation. Items discussed- splash pad, outdoor work out equipment, and a new all season shelter house. We discussed pricing estimates, funding sources, and locations. Scaturico inquired about a public survey, to see what amenities the public would like to see. Tiemeyer will get estimates on costs for this public survey.

\* \* \* \* \*

Adjournment: Motioned by Scaturico, seconded by Werden for adjournment. All present voted aye. Nays: none. Abstain: none. Absent: Berlau and Sporrer. Motion carried 6-0.