



City Council Meeting

Monday, July 22, 2024 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 meeting will be made available telephonically for those individuals who wish to attend remotely. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 626-6799

Then when prompted, enter the following Access Code: 959 8347 1673#

Individuals may start calling in at 5:00 PM for the meeting.

Individuals may also join the meeting from your computer, tablet or smartphone by using the following link:

<https://zoom.us/j/95983471673>

Similar to a regular City Council meeting, participants will be invited to provide feedback at various points during the meeting. Participants are requested to keep their mics muted until invited by the Mayor or Council to provide feedback. Participants calling in can unmute and mute their phone by dialing *6. Participants using a computer, tablet or smartphone can unmute and mute themselves by clicking on the mute/unmute button in the bottom left corner of the zoom program. Participants who unmute themselves outside of feedback periods may be muted by the City and/or removed from the meeting.

AGENDA

1. Pledge of Allegiance
2. Roll Call
3. Employee Retirement Recognition - Kevin Hoffman, Public Works Department Street Division
4. Consent Agenda

- a. Approval of Minutes of the July 8, 2024 Meeting

- b. Approval of Bills and Claims

- c. Licenses and Permits:

- Renewal of Class "C" Retail Alcohol License - *American Legion Post No. 7*
- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *Las Tarascas Mexican Market*
- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *J Muggenberg LLC (dba Hour Glass LLC)*

- d. Infill Housing Incentive Applications and Cancellation

- e. Appointments to Committees, Commissions and Boards

Appointment by Council

John Perrin - Downtown Façade Grant Program

5. Oral Requests and Communications from the Audience

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

6. Ordinances

- a. Amendment to City Code Chapter 170.33, Special Provisions - Second Reading

- Permitted Materials for a Permanent Fence
- Consideration of Waiving Third Reading

Also see item 5.c – [June 24, 2024](#) – Amendment to City Code Chapter 170.33, Special Provisions

and item 5.b – [July 8, 2024](#) – Amendment to City Code Chapter 170.33, Special Provisions - 1st Reading

7. Resolutions

- a. Ziegler Carroll, LLC

- Cancel Public Hearing on the Proposal to Enter into a Development Agreement

Also see item 6.c – [November 13, 2023](#) – Ziegler Urban Renewal Plan - Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

and item 6.c – [November 27, 2023](#) – Ziegler Urban Renewal Plan - Setting dates of consultation and public hearing

and item 8.b - [December 18, 2023](#) – Ziegler Urban Renewal Plan - Public Hearing and

Adoption of the Urban Renewal Plan

and item 6.a - [January 8, 2024](#) – Ziegler Urban Renewal Plan - TIF Ordinance Adoption and Reimbursement Resolution

and item 6.a - [July 8, 2024](#) – Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC

b. Echo Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Echo Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa
- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.

c. FY 2023/2024 Year End Transfers Resolution

8. Reports

a. MW Capital Group 2 LLC Discussion (Fairview Village Apartments)

Also see item 8.a - [June 10, 2024](#) - MW Capital Group 2 LLC (Fairview Village Apartments) - Letter of Support for Workforce Housing Tax Credit Program

and item 7.a - [June 24, 2024](#) - MW Capital Group 2 LLC (Fairview Village Apartments) - Letter of Support for Workforce Housing Tax Credit Program

b. Council Discussion: Northwest Park Shelter House

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

August Meetings:

- * Board of Adjustment - August 5, 2024 - City Hall - 627 N Adams St
- * City Council – August 12, 2024 – City Hall – 627 N Adams St
- * Airport Commission – August 12, 2024 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – August 14, 2024 – City Hall - 627 N Adams St
- * Library Board of Trustees – August 19, 2024 – Carroll Public Library – 118 E 5th St
- * City Council – August 26, 2024 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

JULY 8, 2024

(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: Jason Atherton (via Zoom web conference), Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner 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 Dirkx, to approve the following items on the consent agenda: a) minutes of the June 24, 2024 meeting, as written; b) bills and claims in the amount of \$1,471,144.58; and c) Licenses and permits: None. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Chad and Michelle Kerkhoff addressed Council during the oral requests and communications from the audience regarding the West Golfview Subdivision. No Council action taken.

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It was moved by Bordenaro, seconded by Schreck, to approve the second reading and waive the third reading of an ordinance to rezone Lots 12 and 13, Block 5, Highland Park Addition from R-2, Low-Density Residential District to R-5, High-Density Residential District. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Dirkx, seconded by Siemann, to adopt said Ordinance No. 2413. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

An ordinance that amends City Code Chapter 170.33 by adding a special provision regarding permitted materials for a permanent fence was introduced by Council Member Bordenaro.

It was moved by Bordenaro, seconded by Bauer, to approve the first reading of an ordinance that amends City Code Chapter 170.33 by adding a special provision regarding permitted materials for a permanent fence. On roll call, all present vote aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 24-53, Fixing a Date for a Public Hearing on the Proposal to Enter Into a Development Agreement with Ziegler Carroll, LLC and Providing for Publication of Notice Thereof. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Bordenaro, seconded by Atherton, to rehabilitate the Great Western Parking Lot with an asphalt overlay as part of the CBD Street Resurfacing – 2024 Project. On roll call, all present voted aye except Siemann voted nay. Abstain: None. Absent: None. Motion carried 5-1.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 5:45 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 7/22/2024

By Vendor Filed As

Payment Dates 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 036286 - ABIGAIL CHAMBERS				
INV0000852	KICK IT UP SOCCER OFFICIAL			267.67
Vendor Filed As 036286 - ABIGAIL CHAMBERS Total:				267.67
Vendor Filed As: 001720 - ACCESS SYSTEMS				
INV1593958	COPIER CONTRACT	131754	07/17/2024	322.97
INV1600066	COPIER CONTRACT			36.44
INV1600066	COPIER CONTRACT			147.42
Vendor Filed As 001720 - ACCESS SYSTEMS Total:				506.83
Vendor Filed As: 001704 - ACCO				
0243645-IN	AQUATIC CHEMICALS			1,482.40
0244127-IN	RC - POOL CHEMICALS			1,034.00
Vendor Filed As 001704 - ACCO Total:				2,516.40
Vendor Filed As: 001698 - ADVANCED LASER				
47154	PRINTER TONER - DEPUTY CLE...			149.95
Vendor Filed As 001698 - ADVANCED LASER Total:				149.95
Vendor Filed As: 012650 - ALLIANT ENERGY-				
INV0000826	GAS BILLS	131729	07/10/2024	23.21
INV0000826	GAS BILLS	131729	07/10/2024	66.32
INV0000826	GAS BILLS	131729	07/10/2024	74.82
INV0000826	GAS BILLS	131729	07/10/2024	34.81
INV0000826	GAS BILLS	131729	07/10/2024	66.86
INV0000826	GAS BILLS	131729	07/10/2024	133.70
INV0000826	GAS BILLS	131729	07/10/2024	2,276.81
INV0000826	GAS BILLS	131729	07/10/2024	4,683.97
INV0000826	GAS BILLS	131729	07/10/2024	31.30
INV0000826	GAS BILLS	131729	07/10/2024	36.09
INV0000826	GAS BILLS	131729	07/10/2024	36.09
INV0000826	GAS BILLS	131729	07/10/2024	68.18
INV0000826	GAS BILLS	131729	07/10/2024	1,759.84
Vendor Filed As 012650 - ALLIANT ENERGY- Total:				9,292.00
Vendor Filed As: 002370 - ARNOLD MOTOR SU				
07CR014798	PW - #14 BRAKE CORE RETURN			-45.00
07NV141713	PW - #14 BRAKES			384.43
07NV141727	PW - #14 - BRAKE REPAIRS			107.99
07NV142139	RUT - #20 BATTERY			211.99
07NV142179	PARKS - TRUCK REPAIR PARTS			105.99
Vendor Filed As 002370 - ARNOLD MOTOR SU Total:				765.40
Vendor Filed As: 036283 - ASCENDANCE TRUCKS MIDWEST LLC				
XA302000561.01	FILTERS FOR GENERATOR			82.46
XA302000561.01	FILTERS FOR GENERATOR			42.57
XA302000561.01	FILTERS FOR GENERATOR			68.60
XA302000606.01	WATER - GENERATOR FILTERS			47.57
XA302000703.01	RUT - #29 BELT - FAN			31.12
XA302000725.01	FD - SERVICE ENGINE 1			80.85
Vendor Filed As 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:				353.17
Vendor Filed As: 002818 - BAKER AND TAYLO				
2038358496	BOOKS	131758	07/17/2024	565.55
2038376549	BOOKS	131758	07/17/2024	1,258.81
2038403510	BOOKS	131758	07/17/2024	644.39
Vendor Filed As 002818 - BAKER AND TAYLO Total:				2,468.75

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003418 - BIBLIONIX LLC				
10121	AUTOMATION SERVICE - 1 YE...	131761	07/17/2024	4,160.00
Vendor Filed As 003418 - BIBLIONIX LLC Total:				4,160.00
Vendor Filed As: 000609 - BIERSCHBACH EQU				
086345	RUT - DRILL BITS			493.70
087899	RUT - MINNICH DRILL BITS RE...			-527.80
092204	RUT - EPOXY			260.52
Vendor Filed As 000609 - BIERSCHBACH EQU Total:				226.42
Vendor Filed As: 036290 - BOCK TREE SERVICE				
10196020	CEMETERY TREES REMOVED S...			2,200.00
Vendor Filed As 036290 - BOCK TREE SERVICE Total:				2,200.00
Vendor Filed As: 001243 - BOLAND RECREATI				
55770	NE PARK - PROTECTIVE MATS			930.00
Vendor Filed As 001243 - BOLAND RECREATI Total:				930.00
Vendor Filed As: 003515 - BOMGAARS				
21311925	ROUNDUP & INSECT KILLER	131723	07/10/2024	49.98
21307684	PARKS - AIR COMPRESSOR RE...			6.99
21312314	PARKS GRASS SEED AND FAST...			21.79
21313981	PARKS WASP KILLER			6.99
21319111	FD PARTS FOR FANS			12.48
21319295	GARAGE - WEED KILLER AND ...			146.98
Vendor Filed As 003515 - BOMGAARS Total:				245.21
Vendor Filed As: 003661 - BRED A TELEPHONE				
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	256.42
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	133.48
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	187.07
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	222.03
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	169.48
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	223.22
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	211.29
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	397.37
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	220.30
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	193.30
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	138.53
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	450.32
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	377.84
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	300.98
10829561	LOCAL AND LONG DISTANCE	DFT0000286	07/16/2024	342.83
Vendor Filed As 003661 - BRED A TELEPHONE Total:				3,824.46
Vendor Filed As: 003670 - BRIGGS INC OF O				
2328277-00	RC - HANDY CAP HAND SHOW...			44.69
Vendor Filed As 003670 - BRIGGS INC OF O Total:				44.69
Vendor Filed As: 003693 - BRUNER & BRUNER				
4149	NUISANCE 624 SAN SALVADOR			189.00
4149	GENERAL WORK			121.50
4150	POLICE/MAGISTRATE			715.50
4151	ZONING/SUBDIVISIONS			175.50
Vendor Filed As 003693 - BRUNER & BRUNER Total:				1,201.50
Vendor Filed As: 004138 - CAPITAL SANITAR				
R079280	CLEANING SUPPLIES	131766	07/17/2024	253.68
R079047A	RC - FOAM GUN			86.00
R079220	RC AUTO SCRUBBER SQUEEGEE			69.50
R079363	TOILET PAPER/BOWL CLEANER...			302.43
R079386	MP - GARBAGE BAGS/TOILET ...			228.59
R079393	RC - SANITARY BAGS			44.00
R079394	RC - AUTO SCRUBBER REPAIRS			250.00

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
R079435	AQUATIC - TOILET PAPER/HA...			185.26
Vendor Filed As: 004132 - CARROLL AVIATIO				1,419.46
INV0000844	CONTRACT	131726	07/10/2024	7,235.00
Vendor Filed As: 004132 - CARROLL AVIATIO Total:				7,235.00
Vendor Filed As: 004146 - CARROLL CONTROL				
4719	AQUATIC - POOL DISCHARGE P..			385.50
4720	GC - LARGE FRIDGE REPAIRS			620.25
4727	RC - HOT WATER BOILER REPA...			675.42
4728	GC - LARGE FRIDGE REPAIRS			97.50
Vendor Filed As 004146 - CARROLL CONTROL Total:				1,778.67
Vendor Filed As: 004174 - CARROLL COUNTY				
INV0000861	JUNE FINGERPRINTS			110.00
Vendor Filed As 004174 - CARROLL COUNTY Total:				110.00
Vendor Filed As: 024005 - CARROLL EYE CAR				
INV0000876	PRE EMPLOY EYE EXAM - HARO			26.00
Vendor Filed As 024005 - CARROLL EYE CAR Total:				26.00
Vendor Filed As: 004196 - CARROLL HYDRAUL				
67476	RUT - #35 HYDRAULIC HOSE			466.51
Vendor Filed As 004196 - CARROLL HYDRAUL Total:				466.51
Vendor Filed As: 004200 - CARROLL LUMBER				
443635	YOUTH SPORTS COMPLEX - S...			83.30
444511	RUT - SAND BLASTING SAND			126.50
Vendor Filed As 004200 - CARROLL LUMBER Total:				209.80
Vendor Filed As: 002977 - CARROLL REFUSE				
INV0000824	JUNE TRASH COLLECTIONS	131721	07/10/2024	12,928.96
305974	JUNE GARBAGE	131721	07/10/2024	68.83
Vendor Filed As 002977 - CARROLL REFUSE Total:				12,997.79
Vendor Filed As: 002998 - CENTURYLINK				
INV0000856	BACK-UP TELEPHONE LINE	131759	07/17/2024	78.83
INV0000857	BACK-UP TELEPHONE LINE	131760	07/17/2024	161.28
Vendor Filed As 002998 - CENTURYLINK Total:				240.11
Vendor Filed As: 003959 - CHASE PAYMENTEC				
INV0000859	JUNE ONLINE CC PROCESSING...	DFT0000288	07/16/2024	798.41
INV0000860	JUNE IN-OFFICE CC PROCESSI...	DFT0000289	07/16/2024	231.58
Vendor Filed As 003959 - CHASE PAYMENTEC Total:				1,029.99
Vendor Filed As: 003633 - CLEANING SOLUTI				
2313	JUNE LIBRARY CLEANING	131762	07/17/2024	3,120.00
Vendor Filed As 003633 - CLEANING SOLUTI Total:				3,120.00
Vendor Filed As: 004836 - COMMUNITY OIL C				
26392	RUT DEF REFILL			1,100.25
Vendor Filed As 004836 - COMMUNITY OIL C Total:				1,100.25
Vendor Filed As: 002071 - COMPUTER REPAIR				
18379	CLUBHOUSE CONNECT CREDIT...			60.00
18573	JUNE IT SERVICES	131755	07/17/2024	390.00
18697	ANTI-VIRUS 1 YR	131755	07/17/2024	270.00
Vendor Filed As 002071 - COMPUTER REPAIR Total:				720.00
Vendor Filed As: 004862 - CONTINENTAL RES				
0053551	GARAGE - CLEANING SUPPLIES			237.34
Vendor Filed As 004862 - CONTINENTAL RES Total:				237.34
Vendor Filed As: 003988 - DAKOTA SUPPLY G				
S103755220.001	MANHOLE FRAMES AND SEW...			4,028.00
Vendor Filed As 003988 - DAKOTA SUPPLY G Total:				4,028.00

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)
Vendor Filed As: 005615 - DEMCO EDUCATION	
7500036	BOOK TAPE AND NAME BADG...
Vendor Filed As: 005617 - DEPARTMENT OF I	
INV0000873	AQUATIC FOOD SERVICE LICE...
Vendor Filed As: 003022 - DIRKX, LAVERN	
INV0000848	THRIVING COMMUNITIES PRE...
Vendor Filed As: 006270 - DREES HEATING &	
61195	RC - DRYER REPAIRS
Vendor Filed As: 006275 - DREES OIL CO.	
13508	PARKS #2 RED DIESEL
13546	GC - #2 RED DIESEL
4611	GC - UNLEADED GASOLINE
Vendor Filed As: 012590 - ECHO ELECTRIC S	
S010699954.001	WELL #16 PARTS FOR SOLENO...
S010708014.001	FD - BATTERIES FOR AIR PAKS
S01078014.002	FD - SAFETY LABELS
Vendor Filed As: 006810 - ECOWATER SYSTEM	
197190	COOLER RENT/WATER
Vendor Filed As: 007253 - ELECTRIC MOTOR	
0008468	GC - FAN MOTOR FOR PUMP ...
Vendor Filed As: 003971 - EMPLOYEE BENEFI	
000043390	JULY VISION PREMIUMS
000043390	JULY HEALTH INSURANCE PR...
000043390	JULY DENTAL PREMIUMS
INV0000846	HRA CHECKS
Vendor Filed As: 004045 - FAIRPLAY CORPOR	
1606962	MP - SCOREBOARD REPAIRS
Vendor Filed As: 006860 - FELD FIRE EQUIP	
04411560-IN	FD - FIRE EXTINGUISHER REC...
0441726-IN	FD BUNKER GEAR
0441727-IN	FD - RADIO HOLDERS
0441729-IN	FD BUNKER GEAR LAUNDRY S...
Vendor Filed As: 000633 - FILTER CARE	
131973	RUT - FILTER CLEANING
132148	RUT - FILTER CLEANING
Vendor Filed As: 036210 - FIRST CLASS MULTISERVICES INC	
070824	RC 6/23/24 TO 7/6/2024 NIG...
Vendor Filed As: 003848 - FIRST IMPRESSIO	
INV0000875	JULY DOWNTOWN RESTROOM..

Payment Number	Payment Date	Amount
131767	07/17/2024	82.92
Vendor Filed As 005615 - DEMCO EDUCATION Total:		82.92
		150.00
Vendor Filed As 005617 - DEPARTMENT OF I Total:		150.00
		138.02
Vendor Filed As 003022 - DIRKX, LAVERN Total:		138.02
		299.01
Vendor Filed As 006270 - DREES HEATING & Total:		299.01
		1,197.13
		1,154.09
		837.08
Vendor Filed As 006275 - DREES OIL CO. Total:		3,188.30
		18.97
		40.39
		26.60
Vendor Filed As 012590 - ECHO ELECTRIC S Total:		85.96
131728	07/10/2024	171.72
Vendor Filed As 006810 - ECOWATER SYSTEM Total:		171.72
		80.00
Vendor Filed As 007253 - ELECTRIC MOTOR Total:		80.00
DFT0000271	07/09/2024	361.52
DFT0000271	07/09/2024	49,446.48
DFT0000271	07/09/2024	1,770.56
DFT0000284	07/10/2024	9,194.11
Vendor Filed As 003971 - EMPLOYEE BENEFI Total:		60,772.67
		1,625.75
Vendor Filed As 004045 - FAIRPLAY CORPOR Total:		1,625.75
		74.50
		2,985.50
		295.70
		130.00
Vendor Filed As 006860 - FELD FIRE EQUIP Total:		3,485.70
		100.69
		82.59
Vendor Filed As 000633 - FILTER CARE Total:		183.28
		1,603.06
Vendor Filed As 036210 - FIRST CLASS MULTISERVICES INC Total:		1,603.06
		300.00
Vendor Filed As 003848 - FIRST IMPRESSIO Total:		300.00

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 002806 - FOUNDATION ANAL				
24-03190	WWTP - LAB TESTING			214.00
		Vendor Filed As 002806 - FOUNDATION ANAL Total:		214.00
Vendor Filed As: 009535 - GENERAL RENTAL				
216794	RUT - CONCRETE BLADE			840.00
		Vendor Filed As 009535 - GENERAL RENTAL Total:		840.00
Vendor Filed As: 000992 - GUTE TREE SERVI				
5557	TREE STUMP REMOVAL			150.00
		Vendor Filed As 000992 - GUTE TREE SERVI Total:		150.00
Vendor Filed As: 003275 - HEARTLAND VIDEO				
INV-095807	CAAT6 SOFTWARE MAINTEN...			760.00
		Vendor Filed As 003275 - HEARTLAND VIDEO Total:		760.00
Vendor Filed As: 000130 - HGM ASSOCIATES				
702223-4	BRIDGE INSPECTIONS			4,137.60
		Vendor Filed As 000130 - HGM ASSOCIATES Total:		4,137.60
Vendor Filed As: 002965 - HOTSYS CLEANING				
0223222-IN	GARAGE - POWER WASHER S...			580.50
		Vendor Filed As 002965 - HOTSYS CLEANING Total:		580.50
Vendor Filed As: 011831 - HY-VEE INC.				
4876130423	TRIVIA NIGHT SNACKS	131769	07/17/2024	13.98
		Vendor Filed As 011831 - HY-VEE INC. Total:		13.98
Vendor Filed As: 000019 - ICMA MEMBERSHIP				
INV0000862	ICMA MEMBERSHIP DUES			975.00
		Vendor Filed As 000019 - ICMA MEMBERSHIP Total:		975.00
Vendor Filed As: 003982 - IOWA INFORMATIO				
35468	CALENDAR AD	131764	07/17/2024	75.00
35475	LEGAL PUBLICATIONS			903.88
		Vendor Filed As 003982 - IOWA INFORMATIO Total:		978.88
Vendor Filed As: 012666 - IOWA ONE CALL				
261881	MAY ONE CALLS			145.20
		Vendor Filed As 012666 - IOWA ONE CALL Total:		145.20
Vendor Filed As: 012685 - IOWA SMALL ENGI				
141567	CEMETERY FILTERS			79.17
141703	WATER - TRIMMER STRING/B...			148.02
		Vendor Filed As 012685 - IOWA SMALL ENGI Total:		227.19
Vendor Filed As: 003722 - iSOLVED BENEFIT				
W34625	JUNE FLEX SPENDING PARTICI...	DFT0000272	07/09/2024	82.80
		Vendor Filed As 003722 - iSOLVED BENEFIT Total:		82.80
Vendor Filed As: 025020 - JOHN DEERE FINA				
6266379	PARKS WHEEL KIT & BLADES	131778	07/17/2024	144.57
6274738	PARKS - EQUIPMENT REPAIR ...	131778	07/17/2024	437.76
6275918	GC - BUSHINGS/BELTS/NUTS	131778	07/17/2024	135.38
		Vendor Filed As 025020 - JOHN DEERE FINA Total:		717.71
Vendor Filed As: 000169 - JOHNSON, PERRY				
INV0000849	JUNE MILEAGE INSPECTIONS			151.42
		Vendor Filed As 000169 - JOHNSON, PERRY Total:		151.42
Vendor Filed As: 036291 - JOSE MIGUEL PULIDO MACHIN				
INV0000878	KICK IT UP SOCCER OFFICIAL			210.00
		Vendor Filed As 036291 - JOSE MIGUEL PULIDO MACHIN Total:		210.00
Vendor Filed As: 001742 - KAM LINE HIGHWA				
702445	RUT - YELLOW AND WHITE PA...			8,012.00
		Vendor Filed As 001742 - KAM LINE HIGHWA Total:		8,012.00
Vendor Filed As: 014520 - KASPERBAUER CLE				
176506	RC LAUNDER MATS			69.03
		Vendor Filed As 014520 - KASPERBAUER CLE Total:		69.03

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 001345 - KELTEK INCORPOR				
11054	PD - #16 MDC REPLACEMENT			5,592.87
Vendor Filed As 001345 - KELTEK INCORPOR Total:				5,592.87
Vendor Filed As: 002178 - KLEVER, ALEX				
INV0000865	EVIDENCE TO LAB IN COUNCIL...	131756	07/17/2024	132.66
INV0000866	LEIN MEETING EXPENSES	131756	07/17/2024	14.00
Vendor Filed As 002178 - KLEVER, ALEX Total:				146.66
Vendor Filed As: 015190 - KNOBBE PLBG. &				
34046	GRAHAM PARK LEAKING VALV...			130.00
Vendor Filed As 015190 - KNOBBE PLBG. & Total:				130.00
Vendor Filed As: 002453 - LAMBERTZ, JASON				
165571	PRODUCTION COSTS			960.00
Vendor Filed As 002453 - LAMBERTZ, JASON Total:				960.00
Vendor Filed As: 036289 - LIEBOLD IRRIGATION INC.				
0013144-IN	GC - RPR AUTO INLET FLUSH ...			450.00
Vendor Filed As 036289 - LIEBOLD IRRIGATION INC. Total:				450.00
Vendor Filed As: 036212 - LIGHTSPEED COMMERCE INC				
B3717D48-0002	GC - POS SYSTEM ANNUAL RE...			1,149.00
B3717D48-0002-CN-01	GC - POS - CREDIT SALES TAX			-84.00
Vendor Filed As 036212 - LIGHTSPEED COMMERCE INC Total:				1,065.00
Vendor Filed As: 017133 - MASTERCARD				
INV0000854	IOWA LEAGUE OF CITIES - DIR...	131773	07/17/2024	245.00
INV0000854	ZOOM FOR COUNCIL	131773	07/17/2024	15.99
INV0000854	ADOBE SOFTWARE	131773	07/17/2024	19.99
INV0000854	MAIL CHIMP	131773	07/17/2024	13.00
INV0000854	POSTAGE	131773	07/17/2024	6.70
INV0000855	WASTEWATER CONFERENCE	131775	07/17/2024	135.00
INV0000864	TASER REPLACEMENT	131771	07/17/2024	1,014.00
INV0000864	POLE CAMERA	131771	07/17/2024	13.00
INV0000867	PARKS - BAT REPELLENT	131774	07/17/2024	29.99
INV0000867	RC - TRANSLATOR	131774	07/17/2024	148.99
INV0000867	RC - YOUTH TENNIS EQUIPME...	131774	07/17/2024	808.79
INV0000867	RC - DESK PHONE	131774	07/17/2024	133.94
INV0000867	RC - BATTERIES	131774	07/17/2024	26.49
INV0000867	LP - TEXTING SERVICE	131774	07/17/2024	1,247.00
INV0000867	LP - BUNGEE CORDS	131774	07/17/2024	62.35
INV0000867	AQUATIC - CONCESSIONS	131774	07/17/2024	642.65
INV0000867	AQUATIC - CONCESSIONS	131774	07/17/2024	272.70
INV0000867	AQUATIC - CONCESSIONS	131774	07/17/2024	14.84
INV0000867	AQUATIC - CONCESSIONS	131774	07/17/2024	14.84
INV0000867	AQUATIC CONCESSIONS	131774	07/17/2024	387.39
INV0000867	AQUATIC - POOL TESTING KIT	131774	07/17/2024	459.80
INV0000867	FIN - TONER AND PENS	131774	07/17/2024	151.98
INV0000870	PUZZLE COMPETITION PUZZLES	131772	07/17/2024	65.94
INV0000872	CONFERENCE EXPENSE	131776	07/17/2024	14.00
INV0000872	CONFERENCE EXPENSE	131776	07/17/2024	14.00
INV0000872	IOWA DOWNTOWN CONFERE...	131776	07/17/2024	175.00
INV0000872	HOUSING CONFERENCE	131776	07/17/2024	186.88
INV0000872	IaCMA SUMMER CONFERENCE	131776	07/17/2024	660.00
INV0000872	EMPLOYEE RECOGNITION	131776	07/17/2024	22.01
Vendor Filed As 017133 - MASTERCARD Total:				7,002.26
Vendor Filed As: 002993 - MC CLURE ENGINE				
153295	JULY LED LIGHTING PROJECT	131722	07/10/2024	17,701.23
153145	CBD RESURFACING			660.00
153145	CBD RESURFACING			2,200.00
153145	CBD RESURFACING			1,800.00
Vendor Filed As 002993 - MC CLURE ENGINE Total:				22,361.23

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003966 - MICROBAC LABORA				
2406712	BACTERIA/FLUORIDE TESTING			107.25
		Vendor Filed As 003966 - MICROBAC LABORA Total:		107.25
Vendor Filed As: 012680 - MID AMERICAN EN				
INV0000853	ELECTRIC BILLS	131770	07/17/2024	943.01
INV0000853	ELECTRIC BILLS	131770	07/17/2024	404.29
INV0000853	ELECTRIC BILLS	131770	07/17/2024	195.71
INV0000853	ELECTRIC BILLS	131770	07/17/2024	14,637.95
INV0000853	ELECTRIC BILLS	131770	07/17/2024	588.05
INV0000853	ELECTRIC BILLS	131770	07/17/2024	1,414.51
INV0000853	ELECTRIC BILLS	131770	07/17/2024	1,950.65
INV0000853	ELECTRIC BILLS	131770	07/17/2024	419.94
INV0000853	ELECTRIC BILLS	131770	07/17/2024	777.96
INV0000853	ELECTRIC BILLS	131770	07/17/2024	1,266.65
INV0000853	ELECTRIC BILLS	131770	07/17/2024	8,753.34
INV0000853	ELECTRIC BILLS	131770	07/17/2024	3,863.63
INV0000853	ELECTRIC BILLS	131770	07/17/2024	81.03
INV0000853	ELECTRIC BILLS	131770	07/17/2024	221.48
INV0000853	ELECTRIC BILLS	131770	07/17/2024	41.23
INV0000853	ELECTRIC BILLS	131770	07/17/2024	819.44
INV0000853	ELECTRIC BILLS	131770	07/17/2024	21.24
INV0000853	ELECTRIC BILLS	131770	07/17/2024	691.70
INV0000853	ELECTRIC BILLS	131770	07/17/2024	557.73
INV0000853	ELECTRIC BILLS	131770	07/17/2024	199.98
INV0000853	ELECTRIC BILLS	131770	07/17/2024	2,000.19
INV0000853	ELECTRIC BILLS	131770	07/17/2024	5,153.77
INV0000853	ELECTRIC BILLS	131770	07/17/2024	1,167.96
INV0000853	ELECTRIC BILLS	131770	07/17/2024	10,520.18
INV0000853	ELECTRIC BILLS	131770	07/17/2024	183.21
		Vendor Filed As 012680 - MID AMERICAN EN Total:		56,874.83
Vendor Filed As: 017730 - MOORHOUSE READY				
1489	CARROLL ST & 5TH ST PATCH			341.00
1505	CARROLL ST. PATCH			703.38
1516	SIMON ST PATCH			413.75
1667	CARROLL ST ADA RAMPS			662.00
1684	CARROLL ST. & HWY 30			1,158.50
1694	ELMWOOD & GRANT RD PAT...			993.00
1707	ELMWOOD & GRANT RD PAT...			1,075.75
1735	ROW 2105 W 21ST ST			496.50
		Vendor Filed As 017730 - MOORHOUSE READY Total:		5,843.88
Vendor Filed As: 018408 - NAPA AUTO PARTS				
077205	FD - FAN SUPPLIES			22.97
		Vendor Filed As 018408 - NAPA AUTO PARTS Total:		22.97
Vendor Filed As: 036288 - NATIONAL GEOGRAPHIC				
INV0000871	PERIODICAL RENEWAL - 2 YEA...	131779	07/17/2024	89.00
		Vendor Filed As 036288 - NATIONAL GEOGRAPHIC Total:		89.00
Vendor Filed As: 020203 - OFFICE STOP, TH				
320030	FIN COPY PAPER & BATTERIES			243.04
		Vendor Filed As 020203 - OFFICE STOP, TH Total:		243.04
Vendor Filed As: 020326 - OPTIONS INK				
9875	WATER - MONTHLY BAC-T			30.52
		Vendor Filed As 020326 - OPTIONS INK Total:		30.52
Vendor Filed As: 002219 - OVERDRIVE INC				
INV0000868	FY 25 BRIDGES - YEARLY	131757	07/17/2024	2,777.04
		Vendor Filed As 002219 - OVERDRIVE INC Total:		2,777.04
Vendor Filed As: 021050 - P & H WHOLESALE				
S2984424.001	AIR FILTERS	131777	07/17/2024	201.07
S2985554.001	VET PARK RESTROOM REPAIRS			110.70

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
S2986649.001	CITY HALL - HOT WATER ELEM...			7.78
S2990593.001	VET PARK RESTROOM REPAIRS			130.39
Vendor Filed As 021050 - P & H WHOLESALE Total:				449.94
Vendor Filed As: 021220 - PEPSI BEVERAGES				
77414018	AQUATIC CONCESSIONS			1,139.77
Vendor Filed As 021220 - PEPSI BEVERAGES Total:				1,139.77
Vendor Filed As: 001949 - PERFORMANCE TIR				
0176536	#33 TIRE REPAIRS			128.70
Vendor Filed As 001949 - PERFORMANCE TIR Total:				128.70
Vendor Filed As: 001127 - PIONEER MANUFAC				
INV-207813	PARKS - BRIGHT STRIPE			953.55
Vendor Filed As 001127 - PIONEER MANUFAC Total:				953.55
Vendor Filed As: 004066 - POSTEL, KERSTEN				
INV0000869	JUNE OUTREACH MILEAGE	131765	07/17/2024	18.76
Vendor Filed As 004066 - POSTEL, KERSTEN Total:				18.76
Vendor Filed As: 001496 - POTTHOFF APPRAI				
INV0000877	PROPERTY APPRAISALS			5,000.00
Vendor Filed As 001496 - POTTHOFF APPRAI Total:				5,000.00
Vendor Filed As: 021860 - PRESTO-X-COMPAN				
62639606	PEST CONTROL - 112 E 5TH ST			32.08
62639606	PEST CONTROL - 112 E 5TH ST			32.07
62639607	CITY HALL PEST CONTROL			105.66
Vendor Filed As 021860 - PRESTO-X-COMPAN Total:				169.81
Vendor Filed As: 001136 - R & R SEPTIC SE				
15155	SEPTIC TANK PUMPING & TRE...	131719	07/10/2024	677.50
Vendor Filed As 001136 - R & R SEPTIC SE Total:				677.50
Vendor Filed As: 009870 - RACCOON VALLEY				
INV0000863	JUNE ELECTRIC BILL	131768	07/17/2024	953.96
Vendor Filed As 009870 - RACCOON VALLEY Total:				953.96
Vendor Filed As: 023640 - RAY'S REFUSE SE				
INV0000825	JUNE TRASH COLLECTIONS	131730	07/10/2024	35,569.37
INV0000850	JUNE GARBAGE PICKUP			39.68
INV0000850	JUNE GARBAGE PICKUP			54.94
INV0000850	JUNE GARBAGE PICKUP			39.68
INV0000850	JUNE GARBAGE PICKUP			119.00
INV0000850	JUNE GARBAGE PICKUP			119.00
INV0000850	JUNE GARBAGE PICKUP			193.41
INV0000850	JUNE GARBAGE PICKUP			261.60
INV0000850	JUNE GARBAGE PICKUP			119.00
INV0000850	JUNE GARBAGE PICKUP			119.00
INV0000850	JUNE RECYCLING			45.00
INV0000850	JUNE GARBAGE PICKUP			148.79
INV0000850	JUNE GARBAGE PICKUP			50.00
INV0000850	JUNE GARBAGE PICKUP			110.25
INV0000850	JUNE GARBAGE PICKUP			52.32
INV0000850	JUNE GARBAGE PICKUP			82.40
INV0000850	JUNE GARBAGE PICKUP			29.73
INV0000850	JUNE RECYCLING			9.92
INV0000850	JUNE GARBAGE PICKUP			136.00
INV0000850	JUNE GARBAGE PICKUP			225.09
Vendor Filed As 023640 - RAY'S REFUSE SE Total:				37,524.18
Vendor Filed As: 003137 - RDG PLANNING &				
57406	REC CENTER IMPROVEMENTS			1,266.13
Vendor Filed As 003137 - RDG PLANNING & Total:				1,266.13

COUNCIL CLAIMS 7/22/2024

Payment Dates: 7/9/2024 - 7/22/2024

Payable Number **Description (Item)**
Vendor Filed As: 023815 - REGION XII COG
INV0000823 JUNE TAXI PROGRAM DONAT...

Payment Number	Payment Date	Amount
131731	07/10/2024	1,085.00
Vendor Filed As 023815 - REGION XII COG Total:		1,085.00

Vendor Filed As: 002987 - RIESBERG AUDIO
9817 PD - INSTALL COMPUTER MO...

	225.00
Vendor Filed As 002987 - RIESBERG AUDIO Total:	225.00

Vendor Filed As: 025028 - SCHOEPPNER, CAR
INV0000845 SECRETARY CONTRACT

131732	07/10/2024	350.00
Vendor Filed As 025028 - SCHOEPPNER, CAR Total:		350.00

Vendor Filed As: 000612 - SENECA COMPANIE
S-INV031534 FREE PRODUCT RECOVERY

	1,803.00
Vendor Filed As 000612 - SENECA COMPANIE Total:	1,803.00

Vendor Filed As: 036285 - SHARON JOHNSON
INV0000851 GOLF MEMBERSHIP REFUND

	445.00
Vendor Filed As 036285 - SHARON JOHNSON Total:	445.00

Vendor Filed As: 000155 - SHIVE HATTERY I
2142302790-6 MERCHANTS PARK ENGINEER...

	3,029.59
Vendor Filed As 000155 - SHIVE HATTERY I Total:	3,029.59

Vendor Filed As: 004178 - SOLID WASTE MAN
455065 GARBAGE DISPOSAL

	11.00
Vendor Filed As 004178 - SOLID WASTE MAN Total:	11.00

Vendor Filed As: 028180 - STATE HYGIENIC
281117 AQUATIC - WATER SAMPLE

	14.50
Vendor Filed As 028180 - STATE HYGIENIC Total:	14.50

Vendor Filed As: 025880 - STONE PRINTING
111189 RC TONER JET CARTRIDGES
111189 RC TONER JET CARTRIDGES
111189 RC TONER JET CARTRIDGES
111214 PW - BINDERS FOR AWWA
P8176 WATER RECEIPT BOOKS

	726.96
	363.00
	363.00
	29.98
	93.75
Vendor Filed As 025880 - STONE PRINTING Total:	1,576.69

Vendor Filed As: 036217 - SUPERCITY DOTS LLC
I240712776 AQUATIC CONCESSIONS

	1,039.80
Vendor Filed As 036217 - SUPERCITY DOTS LLC Total:	1,039.80

Vendor Filed As: 026427 - TERRACON CONSUL
TM20724 LED LIGHTING PROJECT SOIL T...

131733	07/10/2024	4,470.00
Vendor Filed As 026427 - TERRACON CONSUL Total:		4,470.00

Vendor Filed As: 002272 - TIGGES OVERHEAD
3573 HANGER DOOR REPAIRS

131720	07/10/2024	220.00
Vendor Filed As 002272 - TIGGES OVERHEAD Total:		220.00

Vendor Filed As: 026940 - TOYNE INC.
IN0017913 FD REPLACE REAR SAFETY ADV..
IN0017914 FD MARKER LIGHT

	1,186.00
	15.75
Vendor Filed As 026940 - TOYNE INC. Total:	1,201.75

Vendor Filed As: 027060 - TREASURER OF IO
INV0000858 JUNE SALES TAX
INV0000858 JUNE SALES TAX
INV0000858 JUNE SALES TAX
INV0000858 JUNE SALES TAX

DFT0000287	07/14/2024	3,223.09
DFT0000287	07/14/2024	1,933.63
DFT0000287	07/14/2024	852.43
DFT0000287	07/14/2024	2,239.56
Vendor Filed As 027060 - TREASURER OF IO Total:		8,248.71

Vendor Filed As: 003868 - TRUE NORTH CONT
2378 WATER - OMNI BASE STATION...

	349.00
Vendor Filed As 003868 - TRUE NORTH CONT Total:	349.00

COUNCIL CLAIMS 7/22/2024

Payable Number	Description (Item)
Vendor Filed As: 004810 - TRUE VALUE HARD	
091043	BUG SPRAY & WATER FILTER
Vendor Filed As: 003677 - UNITED STATES T	
INV0000847	PCORI FEE
Vendor Filed As: 003854 - VAN DIEST SUPPL	
152385	GC - PESTICIDE
152726	GC - PRIMO MAXX
Vendor Filed As: 028814 - VAN METER COMPA	
S013366558.001	MP - SCOREBOARD REPAIRS
Vendor Filed As: 004060 - VOLTMER INC.	
INV0000843	LED LIGHTING PROJECT
Vendor Filed As: 030355 - WITTROCK MOTOR	
1211	JUNE CAR RENTAL
Vendor Filed As: 003970 - WORLDWIDE EXPRE	
2407012522	FREIGHT W/E 7/3/2024
2407054156	FREIGHT W/E 7/10/2024
Vendor Filed As: 004065 - XYLEM WATER SOL	
3556D30439	WWTP - UV LAMP & BALLAST ...

Payment Dates: 7/9/2024 - 7/22/2024

Payment Number	Payment Date	Amount
131727	07/10/2024	88.45
Vendor Filed As 004810 - TRUE VALUE HARD Total:		88.45
		180.32
Vendor Filed As 003677 - UNITED STATES T Total:		180.32
		166.00
		317.00
Vendor Filed As 003854 - VAN DIEST SUPPL Total:		483.00
		113.44
Vendor Filed As 028814 - VAN METER COMPA Total:		113.44
131725	07/10/2024	365,693.40
Vendor Filed As 004060 - VOLTMER INC. Total:		365,693.40
131734	07/10/2024	550.00
Vendor Filed As 030355 - WITTROCK MOTOR Total:		550.00
131724	07/10/2024	23.85
131763	07/17/2024	16.90
Vendor Filed As 003970 - WORLDWIDE EXPRE Total:		40.75
		12,750.00
Vendor Filed As 004065 - XYLEM WATER SOL Total:		12,750.00
Grand Total:		710,250.32

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	183,763.60	137,577.59
010 - HOTEL/MOTEL TAX	557.73	557.73
110 - ROAD USE TAX FUND	21,011.73	199.98
121 - LOCAL OPTION SALES TAX	300.00	0.00
303 - C.P. - AIRPORT	387,864.63	387,864.63
304 - C.P. STREETS	4,660.00	0.00
311 - C.P.-PARKS & RECREATION	3,029.59	0.00
313 - C.P. - REC CENTER BLDG	1,266.13	0.00
600 - WATER UTILITY FUND	11,388.49	10,254.58
602 - WATER UTILITY CAP. IMP.	5,000.00	0.00
610 - SEWER UTILITY FUND	30,455.43	13,102.34
850 - MEDICAL INSURANCE FUND	60,952.99	60,772.67
Grand Total:	710,250.32	610,329.52

Gross Payroll \$242,302.38

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Laura Schaefer, City Clerk/Finance Director *LS*
DATE: July 17, 2024
SUBJECT: Infill Housing Incentive Applications and Cancellation

The City of Carroll received two Infill Housing Incentive applications:

Applicant: Gary Launderville
Property Location: 1408 E 10th Street
Estimated Building Value: \$605,000

Applicant: Two Bald Hawks LLC
Property Location: 334 W 13th Street, 1308 & 1312 Quint Ave (3 condo units)
Estimated Building Value: \$400,000

An incentive application submitted by Metro Homes, LLC (1407 – 1409 E 10th Street) had a building permit issued on December 12, 2022. As of today, construction has not been completed and is past the 18 month required completion timeframe. Staff is recommending cancellation of this incentive application.

If these applications are approved and the one application cancelled, there will be two (2) incentives still available.

RECOMMENDATION: City Council consideration and approval of the requested Infill Housing Incentive applications for Gary Launderville (1408 E 10th Street) and Two Bald Hawks, LLC (334 W 13th, 1308 & 1312 Quint Ave) and cancellation of the incentive application for Metro Homes, LLC (1407 – 1409 E 10th Street).

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 1408 E. 10th ST.

Legal Description or Parcel Number: NORTARIDGE FOURTH Subdivision

Phase ONE Block 4 Lot 4 PIN: 017-004-010

PDF + PIN: 001 + 07-19-428-001

Applicant: Gary J. Lauderdale

Address: P.O. Box 731

City: LAKE OZARK State: Mo. 65049

Phone: 573-216-1751

Current Property Value (from assessor's records)

Land: \$ 58,000 Building(s): \$ 0

Brief Description of Project: New Build - Residence

Estimated Cost of Actual Building Improvements: \$ 605,000

Start Date: 6-25-24

Estimated or Actual Completion Date: 5-1-25

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


Rec'd July 9, 2024

Acknowledgments:

A copy of the building permit is attached.

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

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

Applicant's Signature:  Date Signed: 7-1-24

City Council Action:

_____ Approved Date: _____

_____ Disapproved Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 6/26/2024

PERMIT #: 240205

DATE ISSUED: 6/25/2024

PROJECT ADDRESS: 1408 E 10 10TH ST E
LOCATION: 1408 E 10 10TH ST E
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: HEUTON CONSTRUCTION
ADDRESS: 13525 PHOENIX AVE
CITY: CARROLL
STATE: IA
ZIP: 51401-9134
PHONE:

CONTRACTOR: HEUTON CONSTRUCTION
ADDRESS: 13525 PHOENIX AVE
CITY: CARROLL
ST: IA
ZIP: 51401-9134
PHONE:

VALUATION: \$ 500,000.00
WORK: RESIDENTIAL NEW
PROP. USE:
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE
BL ISSUE
CONST WTR

DESCRIPTION
BUILDING ISSUE FEE
CONSTRUCTION WATER

AMOUNT
\$1,441.00
\$ 42.00

TOTAL \$1,483.00

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 634 & 638 W. 13th Street, Carroll, IA 51401

Legal Description or Parcel Number:

06+24-178-009 and 06-24-178-008

Applicant: Two Bald Hawks LLC

Address: P.O. Box 123, Carroll, IA 51401

City: Carroll **State:** Iowa

Phone: 712-830-0942

Current Property Value (from assessor's records)

Land: \$ 27,640

Building(s): \$ 115,100

Brief Description of Project: 3 condo units on slab

Estimated Cost of Actual Building Improvements: \$ \$400,000

Start Date: July 2024

Estimated or Actual Completion Date:

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

Acknowledgments:

A copy of the building permit is attached.

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

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

Applicant's Signature: Michael P. Franey Date Signed: 6/24/24

City Council Action:

_____ Approved

Date: _____

_____ Disapproved

Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 7/12/2024

PERMIT #: 240229

DATE ISSUED: 7/12/2024

PROJECT ADDRESS: 334 W 13TH, 1308 + 1312 Court
LOCATION: 334 W 13TH
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: TWO BALD HAWKS LLC
ADDRESS: PO BOX 123
CITY: CARROLL
STATE: IA
ZIP: 51401-0123
PHONE:

CONTRACTOR: TWO BALD HAWKS LLC
ADDRESS: PO BOX 123
CITY: CARROLL
ST: IA
ZIP: 51401-0123
PHONE:

VALUATION: \$ 400,000.00
WORK: RESIDENTIAL NEW
PROP. USE
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE
BL ISSUE
CONST WTR

DESCRIPTION
BUILDING ISSUE FEE
CONSTRUCTION WATER

AMOUNT
\$1,191.00
\$ 42.00

TOTAL \$1,233.00

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE


City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 

FROM: Dan Hannasch, Fire Chief and Building/Fire Safety Official 

DATE: July 18, 2024

SUBJECT: Amendment to City Code Chapter 170.33, Special Provisions – Second Reading

- Permitted Materials for a Permanent Fence
- Consideration of Waiving Third Reading

Second Reading: Since the first reading of this ordinance amendment, I have not had any public input for or against the change. I would recommend waiving the third reading and passing the ordinance as presented.

Staff has recently been advised of and confirmed the use of unacceptable materials being used for the building of fences in Carroll. Currently, there is nothing in our Code that requires proper fence building materials. Staff has added a section to 170.33(4) which details the materials permitted for a permanent fence.

After the June 24, 2024 Council meeting discussion, Staff worked with City Attorney Dave Bruner to prepare the attached amended ordinance.

RECOMMENDATION: Mayor and City Council discussion and consideration of the following for the attached Ordinance amending the Code of Ordinances of the City of Carroll by adding section (E) Materials Permitted to 170.33(4), Special Provisions section of Chapter 170, Zoning Regulations:

1. Approval of the second and waiving the third reading of the Ordinance
2. Adoption of the Ordinance

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING SECTION 170.33(4) PERTAINING TO FENCES, WALLS, AND HEDGES

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

SECTION 1. AMENDED SUBSECTION. Section 170.33.4 of the Code of Ordinances of the City of Carroll, Iowa, is amended by adding a new subsection E to section 170.33(4), and the following is adopted:

170.33(4)(E) Materials Permitted; With the exception of temporary fences as provided herein, and fences in the interior of a property around the perimeter of a garden or animal enclosures, permanent fences shall comply with the following:

1. Be constructed of customarily used materials such as, but not limited to: wrought iron, aluminum, metal, well-manicured hedges, stone, masonry, wood, polyvinyl chloride (PVC), chain link, composite and other similar materials that are durable and can be installed in such a way as to provide a clean finished appearance.
2. Fence building materials not permitted include, but are not limited to: Pallets, scrap lumber, scrap metal, snow fence and other materials not specifically designed or intended for fence construction.
3. Fences for the protection of gardens in single family zoning districts may be allowed in the interior of the property. Fences constructed of chicken wire or like material and not exceeding two (2) feet in height are permitted around the perimeter of a garden.
4. Temporary fences installed to provide site security and/or safety in conjunction with construction work shall be allowed to be comprised of cloth screening fabric and plastic snow fence type materials. Any such temporary fences shall be removed upon completion of construction, if construction ceases for a period of six (6) months, or upon issuance of an occupancy permit, including temporary occupancy.
5. All fences shall be constructed in a sound and sturdy manner and shall be maintained in an upright, non-sagging manner and in good condition, including the replacement of defective or missing parts, painting, and other acts required for upkeep and maintenance.

6. Any fence previously constructed that does not meet standards set forth by this ordinance and are presently existing on any property in the City of Carroll on the date of final passage of this ordinance shall be removed from such property or be brought into compliance with the provisions of this section within thirty (30) days of final passage of this ordinance.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Gerald H. Fleshner, Mayor
City of Carroll, Iowa

ATTEST:

Laura A. Schaefer, City Clerk
City of Carroll, Iowa

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 2024.

Laura A. Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: July 17, 2024

SUBJECT: Ziegler Carroll, LLC

- Cancel Public Hearing on the Proposal to Enter into a Development Agreement

Last Friday, I had a conference call with Brad Hintze, Ziegler Carroll, LLC attorney, Nathan Overberg, City's attorney from Ahler's & Cooney, P.C. and City Clerk/Finance Director Laura Schaefer. During the conference call, Mr. Hintze advised that Zeigler Carroll, LLC needed to change dates on the developer's agreement but was unsure of those dates at this time. He wanted to make it clear that Zeigler Caterpillar was still committed to Carroll.

We advised that we understood and will hold off on holding the public hearing on Monday, July 22, 2024. We look forward to working with Zeigler Carroll, LLC in the future and will wait for them to let us know when they are ready to proceed.

RECOMMENDATION: No decision needs to be made at this time. This was information as to why the public hearing was cancelled.

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: July 17, 2024

SUBJECT: Echo Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Echo Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa
- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.

QRS Investments, L.L.C. is planning to develop an area in the north part of Carroll on Highway 71 that was recently annexed. The urban renewal (UR) plan details the Minimum Improvements and Public Improvements to be constructed. The Minimum Improvements consist of a total investment of not less than \$4,500,000 to construct a 21,000 square foot commercial building with a covered dock and a 6,000 square foot storage mezzanine. The Public Improvements include construction and installation of an 8" water main to be completed by Developer and dedicated to the City. The City will provide Economic Development Grants comprised of incremental taxes (TIF) derived from the Minimum Improvements in an aggregate amount not to exceed the lesser of \$250,000 or the amount of Qualified Costs and Expenses incurred by the Developer in constructing the Public Improvements. It is anticipated the TIF rebate payments will take approximately five (5) years.

The City has been working with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to create an UR plan and prepare a development agreement with QRS Investments, L.L.C. Attached are two resolutions to start the process to approve the proposed UR plan and development agreement. The development agreement resolution sets a public hearing for August 26, 2024. The development agreement is attached.

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

- (i) setting the date for a consultation with all affected tax entities (August 1, 2024),
- (ii) designating the City Manager as the representative for the city for the consultation,
- (iii) directing a copy of the notice and plan be mailed to all affected taxing entities (Carroll County and Carroll Community School District),
- (iv) directing the Plan be submitted to the Planning and Zoning Commission for a recommendation as to the conformity of the Plan to the City's Comprehensive Plan (August 14, 2024),
- (v) setting a public hearing for the proposed plan (August 26, 2024),
- (vi) directing notice of public hearing to be published, and
- (vii) directing a copy of the proposed plan be on file in the City Clerk's office for inspection.

Upon Council approval of the attached UR Plan resolution, consultation with the affected taxing entities will be scheduled for August 1, 2024 at 10 AM and public hearing and adoption of the proposed UR plan to be held at the August 26, 2024 Council meeting. After approving the UR plan, the Council would need to

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

RECOMMENDATION: Council consideration and approval of the following resolutions:

1. Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Echo Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa.
2. Resolution fixing a date for a public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.

ITEM TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

July 22, 2024

5:15 P.M.

Echo Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Echo Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

IMPORTANT INFORMATION

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

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

July 22, 2024

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

Absent: _____

Vacant: _____

* * * * *

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

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper

having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on August 1, 2024, in the Conference Room, City Hall, 627 North Adams Street, Carroll, Iowa, at 10:00 A.M., and the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

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

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

The City of Carroll, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on August 1, 2024, in the Conference Room, City Hall, 627 North Adams Street, Carroll, Iowa concerning a proposed Echo Urban Renewal Plan for the proposed Echo Urban Renewal Area, a copy of which is attached hereto.

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

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

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

Dated this _____ day of _____, 2024.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 5:15 P.M. on August 26, 2024, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa.

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

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED ECHO URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN THE CITY OF
CARROLL, STATE OF IOWA

The City Council of the City of Carroll, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:15 P.M. on August 26, 2024 in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, to consider adoption of a proposed Echo Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

The Echo Urban Renewal Area is proposed to contain the land legally described as follows:

Lot 1, Lot 2 and Lot 4 all of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

AND

Lot 3 of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

AND

The full right of way of HWY 71 adjacent thereto.

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

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

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

infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

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

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

Dated this _____ day of _____, 2024.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

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

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

PASSED AND APPROVED this 22nd day of July, 2024.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

ECHO URBAN RENEWAL PLAN

for the

ECHO URBAN RENEWAL AREA CITY OF CARROLL, IOWA

2024

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- D. BASE VALUE
- E. DEVELOPMENT PLAN
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- G. TYPES OF RENEWAL ACTIVITIES
- H. ELIGIBLE URBAN RENEWAL PROJECTS
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- J. URBAN RENEWAL FINANCING
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- A. LEGAL DESCRIPTION OF URBAN RENEWAL AREA
- B. MAP OF URBAN RENEWAL AREA

**ECHO URBAN RENEWAL PLAN
for the
ECHO URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

A. INTRODUCTION

The Echo Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Echo Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote commercial and industrial economic development in the City of Carroll, Iowa (the “City”). In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B. The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area appropriate for the promotion of economic development (commercial and industrial development).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2024, the taxable valuation as of January 1, 2023, will be considered the frozen “base valuation” of the taxable property within that area covered by the TIF ordinance. If a TIF Ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2024, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the City of Carroll Comprehensive Plan, adopted February 25, 2013. The goals and objectives proposed in this Plan, and the urban renewal projects described herein, are in conformity with the land use policies and plans for the development of the City as a whole established in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process. Upon annexation into the City, the Area is expected to be zoned B2 Business District.

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

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer, roadways, and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and expanded commercial and industrial development.
7. To improve the conditions and opportunities for commercial and industrial economic development.
8. To help develop a sound economic base that will serve as the foundation for future growth and development.
9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
10. To enhance the health, safety, living environment, general character, and general welfare of Carroll, Iowa.
11. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

G. TYPES OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

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

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. **Development Agreement with QRS Investments, L.L.C. (or a related entity):** The City plans to enter into a development agreement with QRS Investments, L.L.C., or a related entity (“Developer”) pursuant to which Developer will construct an approximately 21,000 square foot commercial building with a covered dock and a 6,000 square foot storage mezzanine, and related

site improvements, in the Area (“Minimum Improvements”). Developer will also construct a water main and a sewer main at an estimated cost of \$240,000 to be dedicated to the City (“Public Improvements”), which water main will support the operation of the Minimum Improvements and promote development in the Area. The City will provide Economic Development Grants comprised of incremental taxes derived from the Minimum Improvements in an aggregate amount not to exceed the lesser of \$250,000 or the amount of Qualified Costs and Expenses incurred by the Developer in constructing the Public Improvements. The terms and conditions of may vary upon completion of a development agreement.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$50,000

I. FINANCIAL INFORMATION

1.	July 1, 2023 constitutional debt limit:	\$52,868,934
2.	Current Outstanding General Obligation Debt	\$8,640,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	<p>\$300,000</p> <p>This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.</p>

J. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

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

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

K. PROPERTY ACQUISITION/DISPOSITION

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

L. RELOCATION

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

M. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. Properties within the Urban Renewal Area shall not be eligible for tax abatement under an Urban Revitalization Plan without the City Council's specific approval. The City Council, at its sole discretion, shall determine which incentives, if any, are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through the City's Urban Revitalization Plan; or (c) a combination of urban renewal incentives and tax abatement incentives.

N. STATE AND LOCAL REQUIREMENTS

The City will comply with all State and local laws related to implementing this Urban Renewal Plan and its supporting documents.

O. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in a Tax Increment Financing (TIF) ordinance which designates that property as a tax increment area and is designated based on an economic development finding, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

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

EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

Lot 1, Lot 2 and Lot 4 all of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

AND

Lot 3 of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

AND

The full right of way of HWY 71 adjacent thereto.

Final

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF CARROLL

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02377858\10275-095

EXHIBIT 1

ECHO URBAN RENEWAL PLAN

for the

ECHO URBAN RENEWAL AREA CITY OF CARROLL, IOWA

2024

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- B. MAP OF URBAN RENEWAL AREA

**ECHO URBAN RENEWAL PLAN
for the
ECHO URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

A. INTRODUCTION

The Echo Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Echo Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote commercial and industrial economic development in the City of Carroll, Iowa (the “City”). In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B. The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area appropriate for the promotion of economic development (commercial and industrial development).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2024, the taxable valuation as of January 1, 2023, will be considered the frozen “base valuation” of the taxable property within that area covered by the TIF ordinance. If a TIF Ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2024, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the City of Carroll Comprehensive Plan, adopted February 25, 2013. The goals and objectives proposed in this Plan, and the urban renewal projects described herein, are in conformity with the land use policies and plans for the development of the City as a whole established in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process. Upon annexation into the City, the Area is expected to be zoned B2 Business District.

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

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer, roadways, and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and expanded commercial and industrial development.
7. To improve the conditions and opportunities for commercial and industrial economic development.
8. To help develop a sound economic base that will serve as the foundation for future growth and development.
9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
10. To enhance the health, safety, living environment, general character, and general welfare of Carroll, Iowa.
11. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

G. TYPES OF RENEWAL ACTIVITIES

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

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

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. **Development Agreement with QRS Investments, L.L.C. (or a related entity):** The City plans to enter into a development agreement with QRS Investments, L.L.C., or a related entity (“Developer”) pursuant to which Developer will construct an approximately 21,000 square foot commercial building with a covered dock and a 6,000 square foot storage mezzanine, and related

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Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

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

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

K. PROPERTY ACQUISITION/DISPOSITION

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

L. RELOCATION

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

M. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. Properties within the Urban Renewal Area shall not be eligible for tax abatement under an Urban Revitalization Plan without the City Council's specific approval. The City Council, at its sole discretion, shall determine which incentives, if any, are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through the City's Urban Revitalization Plan; or (c) a combination of urban renewal incentives and tax abatement incentives.

N. STATE AND LOCAL REQUIREMENTS

The City will comply with all State and local laws related to implementing this Urban Renewal Plan and its supporting documents.

O. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in a Tax Increment Financing (TIF) ordinance which designates that property as a tax increment area and is designated based on an economic development finding, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

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

EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

Lot 1, Lot 2 and Lot 4 all of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

AND

Lot 3 of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

AND

The full right of way of HWY 71 adjacent thereto.

Final

[illegible]

ITEM TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

July 22, 2024

5:15 P.M.

Echo Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.

IMPORTANT INFORMATION

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

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

July 22, 2024

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

Absent: _____

Vacant: _____

* * * * *

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

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

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

WHEREAS, this Council proposes to consider, on August 26, 2024, whether certain property located within the City is eligible and should be designated as an urban renewal area under Iowa law, and proposes to approve and adopt the Echo Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Echo Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein; and

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

WHEREAS, the City has received a proposal from QRS Investments, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), the Minimum Improvements consisting of the construction of a 21,000 square foot commercial building with a covered dock and a 6,000 square foot storage mezzanine, and the Public Improvements to include construction and installation of an 8" water main to be completed by Developer and dedicated to the City, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser (i) the amount of the Public Improvements Costs, or (ii) \$250,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

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

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M. on August 26, 2024, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with QRS Investments, L.L.C.

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

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF CARROLL IN THE STATE OF IOWA, ON THE MATTER
OF THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH QRS INVESTMENTS, L.L.C., AND THE
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on August 26, 2024, at 5:15 P.M. in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with QRS Investments, L.L.C. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Echo Urban Renewal Area as defined and legally described in the Agreement, the Minimum Improvements consisting of the construction of a 21,000 square foot commercial building with a covered dock and a 6,000 square foot storage mezzanine, and the Public Improvements to include construction and installation of an 8" water main to be completed by Developer and dedicated to the City, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser (i) the amount of the Public Improvements Costs, or (ii) \$250,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

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

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

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

Dated this 16th day of August, 2024.

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

(End of Notice)

PASSED AND APPROVED this 22nd day of July, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF CARROLL

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02377963\10275-096

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

QRS INVESTMENTS, L.L.C.

_____, 2024

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2024, 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, 2023, as amended (“Urban Renewal Act”), and QRS INVESTMENTS, L.L.C., an Iowa limited liability company having offices for the transaction of business at 1851 Madison Ave Suite 710 Council Bluffs, IA 51503 (“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 economic development in the City and, in this connection has adopted the Echo Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the Echo Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (“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 generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the 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.

Area or Urban Renewal Area means the area known as the Echo Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C 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, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the last Party signs the Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer under this Agreement; 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 QRS Investments, L.L.C., an Iowa limited liability company, and its permitted successors and assigns.

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

Echo 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.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII 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 Job means the employment of one natural person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

Minimum Improvements shall mean the construction of a commercial building, together with all related site improvements, on the Development Property, as further outlined in Exhibit B-1 and depicted in Exhibit B-2, attached hereto.

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.

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

Ordinance means 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 Echo 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 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 a water main and sewer main to be completed by the Developer and dedicated to the City, as more particularly described in Exhibit B-1 and depicted in exhibit B-2, each attached to this Agreement.

QRS Investments, L.L.C. TIF Account means a separate account within the Echo Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and the Development Property shall be deposited.

State means the State of Iowa.

Tax Increments means the property tax revenues with respect to the Minimum Improvements and the Development Property divided and made available to the City for deposit in the QRS Investments, L.L.C. TIF Account of the Echo 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, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and 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 only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

a. QRS Investments, L.L.C. is an Iowa limited liability 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 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 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.

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

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

h. The construction of the Minimum Improvements will require a total investment of not less than \$4,500,000.

i. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2025.

j. The construction of the Public Improvements will require a total investment of approximately \$240,000.

k. Developer expects that, barring Unavoidable Delays, the Public Improvements will be completed by December 31, 2024.

l. 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.

m. Developer has firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements and Public Improvements in accordance with the terms of this Agreement.

n. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Minimum Improvements and Public Improvements and operation of its business on the Development Property.

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 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 \$4,500,000 for Minimum Improvements and approximately \$240,000 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 and Public 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, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

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 and 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 December 31, 2024 with respect to the Public Improvements and December 31, 2025 with respect to the Minimum Improvements; or (ii) by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. 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. Certificate of Completion for Minimum Improvements.

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 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. 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 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.

c. The Certificate 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 (i) the City finds that the Public Improvements have been duly completed in compliance with this Agreement and all City ordinances, policies, and procedures; (ii) the bonds required by Section 3.7 have been provided; (iii), the easement required by Section 3.8 has been executed and recorded; and (iv) 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(b).

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 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. Maintenance Easement. Developer shall provide the City with a maintenance/utility easement over the Development Property substantially as depicted in Exhibit B-2 for purposes of maintaining the Public Improvements. The maintenance/utility easement shall be in a form deemed acceptable by the City.

ARTICLE IV. PROPERTY TAXES

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

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

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

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

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and 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 V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. 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 V, 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 V, 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 IV. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and 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 6.2. 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 in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The parties will comply with all State, federal, and local laws, rules and regulations relating to this Agreement, Development Property, Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Project, Developer shall not discriminate against any applicant for employment or tenancy, employee, or tenant because of age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status. Developer shall ensure that such applicants, employees, and tenants are considered and are treated without regard to their

age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status.

Section 6.5. 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 6.6. Employment. Following completion of the Minimum Improvements, but no later than January 1, 2026, Developer shall employ a Monthly Average of at least 10 Full-Time Equivalent Jobs in its operations at the Minimum Improvements on the Development Property. Developer shall retain a Monthly Average of at least 10 Full-Time Equivalent Jobs in its operations at the Minimum Improvements on the Development Property until at least the Termination Date. The Annual Certification submitted by Developer pursuant to Section 6.7 shall evidence compliance with this obligation.

“Monthly Average” means the number of Full-Time Equivalent Jobs employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (9 months with respect to the first certification), as shown in the Annual Certification in Section 6.7, divided by 12 (divided by 10 in the first certification). If the Monthly Average of Full-Time Equivalent Jobs employed by Developer does not meet the requirements of this Section 6.6, then an Event of Default shall have occurred. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. 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 October 15, 2026 and each October 15th thereafter until October 15, 2032. 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 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 6.8. Term of Operation. Following completion of the Minimum Improvements, Developer shall continually operate in the Minimum Improvements on the Development Property and comply with its other obligations contained in this Agreement, including the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. 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, 2025 as provided in Section 8.1(a)(iii) of this Agreement. Along with its Developer Certification, Developer shall attach documentation showing substantiation of Public Improvement Costs as provided in Section 8.1(a)(iii) of this Agreement. Developer shall provide additional supporting information for its Developer Certification upon request of the City.

Section 6.10. 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 VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

b. In the event that Developer wishes to assign this Agreement, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the

transfer, which consent shall be given or withheld in the sole discretion of the City. The City shall not unreasonably withhold consent.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the 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, except with respect to the transfer of any portion of the Development Property to the City for purposes of constructing or maintaining the Public Improvements. 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 VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement at the time of each payment, to make up to five (5) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions.

a. Assuming completion of the Minimum Improvements by December 31, 2025, full assessment of the Minimum Improvements on January 1, 2026, and debt certification to the Carroll County Auditor by the City prior to December 1, 2026, the Economic Development Grants shall commence on December 1, 2028, and end on June 1, 2032, under the following schedule:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2028	100% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for the Fiscal Year 31-32

i. Maximum Amount of Grants. Notwithstanding the foregoing, in no event shall the aggregate amount of the Economic Development Grants exceed the lesser of: (a) \$250,000, 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.

ii. 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 Development Property and Minimum Improvements. The City makes no assurance that

the Developer will receive Economic Development Grants which equal the Maximum stated in Section 8.1(a)(i).

iii. 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 of Public Improvement Costs required under Section 6.9 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 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 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 timely completion of the Minimum Improvements consistent with this Agreement; and
- c. Developer's timely completion and dedication of the Public Improvements consistent with this Agreement; and
- d. Developer's timely filing of the Annual Certifications and supporting information described in Section 6.7; and
- e. Developer's timely filing of the Developer Certification of Public Improvement Costs and supporting information as set forth in Sections 6.9 and 8.1(a)(iii).

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

Section 8.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts of Tax Increments derived from the Minimum Improvements and Development Property that are received by the City from Carroll County and are deposited and held in the QRS Investments, L.L.C. TIF Account of the Echo 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 QRS Investments, L.L.C. TIF Account of the Echo 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 8.1 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, does not receive Tax Increment from the County, 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 8.1, 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 any such circumstance, the City shall promptly forward notice of the same to Developer. If the circumstance continues for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.4. 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 IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the 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. 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.

e. 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; or

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.

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.

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

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

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

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. 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 QRS Investments, L.L.C., 1851 Madison Ave Suite 710 Council Bluffs, IA 51503, Attn: Greg Johnson, Manager;
- 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, 2032, unless terminated earlier under the provisions of this Agreement.

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

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

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

[Signatures start on the next page]

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

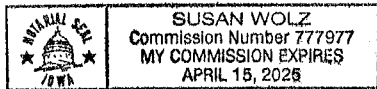
QRS INVESTMENTS, L.L.C.,
an Iowa limited liability company

By: [Signature]
Greg Johnson, Manager

STATE OF IOWA)
COUNTY OF Pott) SS

This record acknowledged before me on July 13, 2024 by Greg Johnson as
the Manager of QRS Investments, L.L.C.

[Signature]
Notary Public in and for said state



My commission expires: April 15, 2025

[Signature page to Agreement for Private Development – QRS Investments, L.L.C.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

LOT 4

A TRACT OF LAND (CONTAINING 5.63 ACRES, MORE OR LESS) IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1529.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE N 88°33' W FOR 714.9 FEET; THENCE N 0°50' E FOR 513.8 FEET; THENCE S 87°15' E FOR 707.9 FEET; THENCE SOUTH ALONG THE EAST LINE OF SECTION 14 TO THE POINT OF BEGINNING 496.3 FEET, EXCEPT LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14.

AND

LOT 1

LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA.

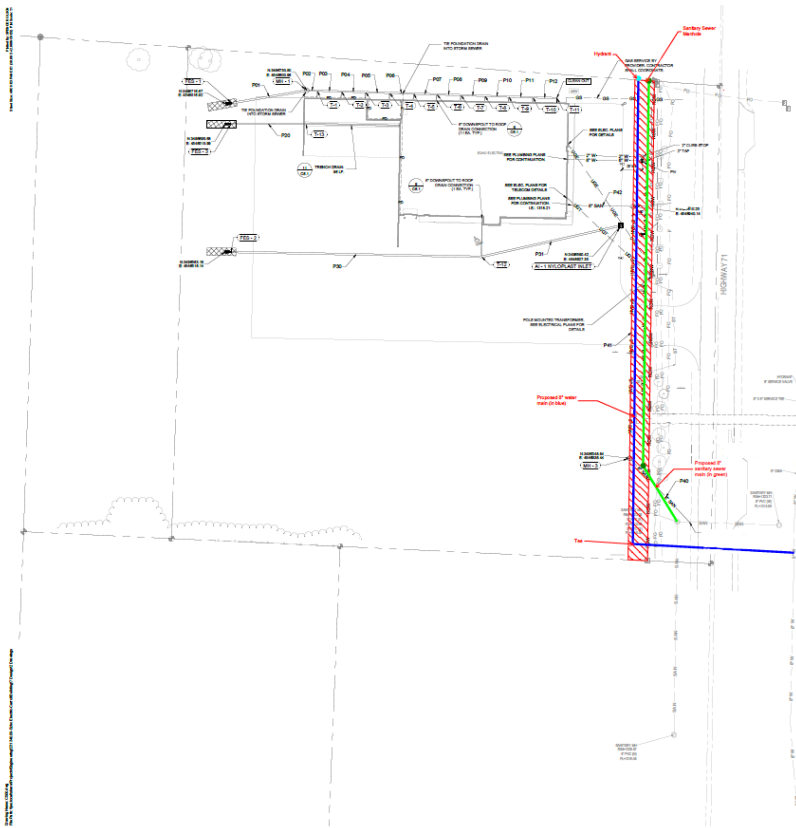
EXHIBIT B-1
MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Minimum Improvements shall mean the construction of a 21,000 square foot commercial building with a covered dock and a 6,000 square foot storage mezzanine, together with all related site improvements. Construction costs for the Minimum Improvements are anticipated to be not less than \$4,500,000.

Public Improvements shall mean the construction and installation by Developer of an 8" water main from an existing 8" water main on the east side of highway 71, underneath said highway to an easement granted by Developer beginning at the southeast corner of the Development Property and running parallel to the highway 71 public right of way to the northeast corner of the Development Property to allow for service to the Development Property and future expansion north and south of said property, as depicted in Exhibit B-2. The Public Improvements shall include an 8" insertion valve, 8" auxiliary valves, fire hydrant, and appurtenances. Public Improvements shall also include construction and installation by Developer of an 8" sanitary sewer to be installed from an existing manhole near the southeast corner of the Development Property in the public right of way to an easement granted by Developer beginning at the southeast corner of the Development Property and running parallel to the highway 71 public right of way to the northeast corner of the Development Property, as depicted in Exhibit B-2. The Public Improvements shall be dedicated to the City upon completion. Construction costs for the Public Improvements are anticipated to be approximately \$240,000.

See Exhibit B-2 for a depiction of the anticipated Minimum Improvements and Public Improvements.

EXHIBIT B-2 SITE PLANS



J&E
ELECTRIC
CONSTRUCTION

SITE UTILITY PLAN



GRAPHIC SCALE
UNIT OF MEASURE IS FEET

C5.1

EXHIBIT C
CERTIFICATE OF COMPLETION
MINIMUM IMPROVEMENTS

WHEREAS, the City of Carroll, Iowa (the “City”) and QRS Investments, L.L.C. (the “Developer”) did on or about the ____ day of _____, 2024, 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 4

A TRACT OF LAND (CONTAINING 5.63 ACRES, MORE OR LESS) IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1529.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE N 88°33' W FOR 714.9 FEET; THENCE N 0°50' E FOR 513.8 FEET; THENCE S 87°15' E FOR 707.9 FEET; THENCE SOUTH ALONG THE EAST LINE OF SECTION 14 TO THE POINT OF BEGINNING 496.3 FEET, EXCEPT LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14.

AND

LOT 1

LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA.

(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]

CITY OF CARROLL, IOWA

By: [DO NOT SIGN UNTIL IMPROVEMENTS COMPLETED] _____
Mayor

ATTEST:

By: [DO NOT SIGN UNTIL IMPROVEMENTS COMPLETED]
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 _____ and _____, 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]

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

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the “City”) and QRS Investments, L.L.C. (the “Developer”) did on or about the _____ day of _____, 2024, 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 Echo Urban Renewal Plan (the “Plan”), to develop and operate certain real property located within the City and within the Echo Urban Renewal Area, more particularly described as follows:

LOT 4

A TRACT OF LAND (CONTAINING 5.63 ACRES, MORE OR LESS) IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1529.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE N 88°33' W FOR 714.9 FEET; THENCE N 0°50' E FOR 513.8 FEET; THENCE S 87°15' E FOR 707.9 FEET; THENCE SOUTH ALONG THE EAST LINE OF SECTION 14 TO THE POINT OF BEGINNING 496.3 FEET, EXCEPT LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14.

AND

LOT 1

LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2024 and terminates on December 31, 2032, 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 ____ day of _____, 2024.

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner 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]

By: Greg Johnson, Manager

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before each October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, the Developer is and was in compliance with the terms of the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

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

(iii) The total number of Full-Time Equivalent Jobs employed by Developer in its operations at the Development Property as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months (9 months for the first certification) were as 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 has re-examined the terms and provisions of the Agreement and certify 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 the 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.

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__.

QRS Investments, L.L.C., an Iowa limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT F
DEVELOPER CERTIFICATION OF PUBLIC IMPROVEMENT COSTS

QRS Investments, L.L.C. (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 _____, 2024 between the City of Carroll, Iowa and the Developer (the “Agreement”).

Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Drainage, Landscaping, Grading	Miscellaneous
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Total Cost per category				

If you need additional space please attach another table.

Attach actual receipts and invoices

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

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

QRS INVESTMENTS, L.L.C.,
an Iowa limited liability company

By: _____
_____, _____

STATE OF IOWA)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2024 by _____ as the _____ of QRS Investments, L.L.C.

Notary Public in and for said state

My commission expires: _____

[Signature page to Developer Certification of Costs]

02346063\10275-096



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: July 17, 2024
SUBJECT: FY 2023/2024 Year End Transfers Resolution

Attached is a resolution listing each transfer for FY 2023/2024. All the items in the resolution were included in the FY 2023/2024 re-estimated balances when the FY 2024/2025 budget was prepared.

Also attached is a list of all the funds and the effect the transfers have on each fund's ending balance. This list also includes a comparison of what the June 30, 2024 ending fund balance was re-estimated to be when the FY 2024/2025 budget was prepared. In many cases, State of Iowa code requires special revenue money to be deposited into its own separate fund and then transferred to another fund to cover eligible expenses.

There are a number of reasons why there is a difference between the actual ending fund balance and the projected ending fund balance. Those reasons include operating expenses less than anticipated, revenues greater than anticipated, budgeted equipment purchases to be spent in FY 25 and capital projects to be completed in FY 25.

For FY 2023/2024, revenues were approximately \$21,454,795, compared to amended budgeted revenues of (excluding transfers) \$20,204,261. Expenses were \$22,435,510, compared to amended budgeted expenses of (excluding transfers) \$30,650,517. The FY 2023/2024 amended budget included an amended budgeted deficit of \$10,446,256; however, the city ended FY 2023/2024 with a smaller deficit of approximately \$980,700 mainly due to the timing of completion of capital projects.

If you have any questions about the proposed transfers, feel free to call me or stop by City Hall.

RECOMMENDATION: Council consideration and approval of the attached resolution authorizing the FY 2023/2024 transfers.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY CLERK TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR FY 2024 FOR THE CITY OF CARROLL, IOWA

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

SECTION 1: Authorize the City Clerk to Transfer Funds. That the City Clerk be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2024.

SECTION 2: Transfer of Funds. The City Clerk will transfer the following sums and to record the same in the appropriate manner:

1. Transfer from the Employee Benefit Special Revenue Fund to the General Fund - \$1,001,708.70 to pay for General Fund employee benefit expenses
2. Transfer from the Water Utility Fund to the General Fund - \$57,922.00 to pay for insurance liability & property expenses
3. Transfer from the Sewer Utility Fund to the General Fund - \$73,416.00 to pay for insurance liability & property expenses
4. Transfer from Downtown Urban Renewal Special Revenue Fund to the General Fund - \$6,669.49 to re-pay an advancement of funds for administrative/legal costs for the Seventh Amended and Eighth Amended Urban Renewal Plan and the Hoyt Mansion Development Agreement
5. Transfer from Westfield Urban Renewal Plan to the General Fund - \$1,195.42 to re-pay an advancement of funds for administrative/legal costs for the BTC, Inc. Development Agreement
6. Transfer from Employee Benefit Special Revenue Fund to the Road Use Tax Fund - \$137,055.17 to pay for Road Use Tax employee benefit expenses
7. Transfer from Sewer Utility Fund to Debt Service Fund - \$727,400.00 to pay for FY 2024 principal and interest payments
8. Transfer from LOST Fund to Debt Service Fund - \$477,888.00 for property tax relief
9. Transfer from LOST Fund to Debt Service Fund - \$397,713.00 for FY 2024 principal and interest payments for the 2022A GO LOST debt issuance
10. Transfer from Ashwood Urban Renewal Special Revenue Fund to Debt Service Fund - \$1,977.72 to repay the debt service fund for principal and interest payments
11. Transfer from the General Fund to C.P. – Airport Fund - \$18,133.00 to pay for ht4e Airport LED Light Conversion Project
12. Transfer from Water Utility Fund to C.P. – Streets Fund - \$605,000.00 for the Adams Street Resurfacing Project
13. Transfer from Water Utility Fund to C.P. – Streets Fund - \$1,000,000.00 for a TIF internal loan for the CBD Street Resurfacing Project
14. Transfer from Sewer Utility Fund to C.P. – Streets Fund - \$450,000.00 for the Adams Street Resurfacing Project

15. Transfer from the General Fund to C.P. – Streets Fund - \$50,000.00 for a sidewalk transition plan
16. Transfer from C.P. Corridor of Commerce Fund to C.P. – Streets Fund - \$1,170,725.80 for the Adams Street Resurfacing Project
17. Transfer from Hotel/Motel Tax Fund to C.P. – Parks & Rec Fund - \$100,000.00 for the Merchants Park Improvement Project
18. Transfer from LOST Fund to C.P. – Parks & Rec Fund - \$425,000.00 for the Merchants Park Improvement Project and the Golf Course Booster Pump Station Project
19. Transfer from Federal Special Revenue Fund to C.P. – Utility Fund - \$158,733.75 for the West Golfview Subdivision Project
20. Transfer from Water Utility Fund to Water Utility Depreciation Fund - \$50,000.00 for future water plant improvements
21. Transfer from Water Utility Fund to Water Utility Capital Improvement Fund - \$600,000.00 for water capital projects
22. Transfer from Downtown Urban Renewal Special Revenue Fund to Sewer Utility Fund - \$990,125.00 to re-pay an interfund loan for urban renewal public improvement projects
23. Transfer from Sewer Utility Fund to Sewer Utility Depreciation Fund - \$35,000.00 for future sewer plant improvements
24. Transfer from Sewer Utility Fund to Sewer Utility Capital Improvement Fund - \$701,000.00 for sewer capital improvement projects
25. Transfer from Storm Water Utility Fund to Storm Water Capital Improvement Fund - \$55,000.00 for storm water capital improvement projects

PASSED AND APPROVED this 24th day of July, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Gerald H. Fleshner, Mayor

Attest:

Laura A. Schaefer, City Clerk

**CITY OF CARROLL
FUND BALANCES
JUNE 30, 2024**

	JULY 1, 2023 BEGINNING BALANCE	JUNE 30, 2024 BEFORE TRANSFERS	TRANSFERS IN	TRANSFERS OUT	JUNE 30, 2024 ENDING BALANCE AFTER TRANSFERS	JUNE 30, 2024 RE-EST PROJECTED BALANCE
GENERAL FUND	4,315,098.02	2,898,548.80	1,140,911.61	68,133.00	3,971,327.41	?, ^
HOTEL/MOTEL TAX	469,146.53	705,153.45		100,000.00	605,153.45	x
ELECTRIC FRANCHISE	38,959.10	155,754.43			155,754.43	
FEDERAL GRANTS SR FUND	1,357,465.77	1,282,857.95		158,733.75	1,124,124.20	xxx
ROAD USE TAX FUND	3,659,770.90	4,111,913.99	137,055.17		4,248,969.16	??
EMP BENEFIT S.R.	-	1,138,763.87		1,138,763.87	-	-
LOCAL OPTION SALES TAX	682,646.31	2,707,396.58		1,300,601.00	1,406,795.58	???
UR DOWNTOWN S.R.	112,493.57	232,148.44		6,669.49	225,478.95	
UR ASHWOOD BUSINESS PARK	-	1,977.72		1,977.72	-	-
WESTFIELD UR SPEC REVENUE	-	37,484.51		1,195.42	36,289.09	
ROLLING HILLS SOUTH CONDO	-	17,547.40			17,547.40	
REC CENTER TRUST FUND	38,566.10	39,972.43			39,972.43	
LIBRARY TRUST FUND	52,829.09	54,335.91			54,335.91	
POLICE FORFEITURE	16,640.41	12,139.89			12,139.89	
CRIME PREV/SPEC PROJECTS	45,846.14	41,229.72			41,229.72	
DEBT SERVICE FUND	97,636.02	(1,485,095.47)	1,604,978.72		119,883.25	
C.P. - EQUIPMENT PURCHASES	-	606,024.05			606,024.05	xx
C.P. - BUILDING IMPROVEMENTS	-	571,109.37			571,109.37	
C.P. - AIRPORT	(42,417.99)	(194,419.41)	18,133.00		(176,286.41)	^^
C.P. - STREETS	2,873,507.04	415,980.00	3,275,725.80		3,691,705.80	
C.P. - CORRIDOR OF COMM.	1,160,824.21	1,170,725.80		1,170,725.80	-	-
C.P. - PARKS & RECREATION	921,780.56	880,227.53	525,000.00		1,405,227.53	xx
C.P. - REC CENTER BLDG	3,483,181.56	147,077.39			147,077.39	xx
C.P. - STREETS MAINTENANCE BLDG	246,487.61	51,940.20			51,940.20	xx
C.P. - UTILITY FUND	-	(158,733.75)	158,733.75		-	xxx
PERPETUAL CARE FUND	627,731.66	662,436.11			662,436.11	
REC CNTR TRST-PERMANENT	66,619.77	69,049.09			69,049.09	
WATER UTILITY FUND	3,006,716.26	3,673,118.66		2,312,922.00	1,360,196.66	^
WATER UTILITY DEPR.	1,086,208.63	1,126,089.40	50,000.00		1,176,089.40	
WATER UTILITY CAP. IMP.	743,081.37	669,107.53	600,000.00		1,269,107.53	xx
WATER METER DEPOSIT	46,310.90	46,635.90			46,635.90	
SEWER UTILITY FUND	2,186,601.59	4,591,139.71		1,986,816.00	2,604,323.71	^
SEWER UTILITY DEPR.	810,541.25	840,288.18	35,000.00		875,288.18	
SEWER UTILITY CAP. IMP.	1,262,381.52	1,171,891.68	701,000.00		1,872,891.68	xx
STORM WATER UTILITY	1,384,165.77	1,698,258.88		55,000.00	1,643,258.88	
STORM WATER CAP. IMP.	267,006.10	46,973.91	55,000.00		101,973.91	
MEDICAL INSURANCE FUND	1,029,855.69	1,120,582.80			1,120,582.80	
TOTAL	32,047,681.46	31,157,632.65	8,301,538.05	8,301,538.05	31,157,632.65	24,894,741

? - Apprx. \$338,000 of projects budgeted in FY 24 to be considered/completed in FY 25

?? - Actual RUT collections were \$95,000 greater than projected/snow removal expenses \$53,000 less than anticipated/carryover projects of \$285,500

??? - \$171,200 carryover projects/LOST collections were \$27,700 greater than re-estimated

x - \$250,000 of budgeted theater improvements not completed as June 30, 2024/\$37,900 more in hotel/motel collections than re-estimated

xx - Capital projects/equipment purchases not complete as of June 30, 2024

xxx - ARPA funds were proposed for West Golfview Subdivision Project but project scope was undetermined as of June 30, 2024

^ - Combination of revenue collections greater than anticipated and operating expenses less than anticipated

^^ - Anticipating FAA grant to cover shortfall

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: July 17, 2024

SUBJECT: MW Capital Group 2 LLC Discussion (Fairview Village Apartments)

As Council is aware, MW Capital Group 2 LLC did not receive any Iowa Economic Development Authority (IEDA) tax credits this fiscal year for the remodel of Fairview Village Apartments. However, MW Capital Group 2 LLC will have the opportunity to apply again next fiscal year. Mr. Dalton Hanson is going to be at the meeting on Monday, July 22, 2024, to discuss his vision of the complex and what he feels he will need to have a successful apartment complex and future applications for tax credits.

RECOMMENDATION: Council discussion and direction to assist MW Capital Group 2 LLC.


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: July 17, 2024
SUBJECT: Council Discussion: Northwest Park Shelter House

On June 22nd, lightning struck the Northeast Park Shelter house and started a fire. This fire burned until the Carroll Fire Department got on scene and extinguished the flames. Significant damage occurred during the incident, which involved high heat to the wooden and stone structure. Soon after, it was requested to find what shape the original stone structure was in and if it could be salvaged. JEO was contacted for their structural engineering services to report the damage. The report is attached to this memo, and a summary is listed below.

Damage:

- The whole wooden structure including roof trusses, decking, and support posts were destroyed. The only remaining rafters are the last three, but likely would need to be replaced which will be determined once the existing roof is removed. All new shingles would be needed as well.
- The stone exterior on west side took major heat damage. Much of the grout was blown out. Would need soda blasted and regouted. Many of the stone pieces have chipped due to heat. However, the wall itself seems structurally sound.

Challenges:

- Every piece of the wooden structure needs to be torn off.
- Bathrooms do not allow for handicap access.
- The bathroom floors and walls are showing a large amount of settling.
- The subfloor on lower level has tripping hazards and lots of cracking.
- Side hills make it extremely difficult (expensive) to build, let alone stabilize future additional expansion or replacement.
- Masonry work will be required for the east wall as well as the salvageable rafters.

Options moving forward: (These are suggestions to help guide Staff on how to move forward.)

1. Keep remaining stone structure:
 - a. Try and remodel and update interior, no other replacements done. Bathroom only.
 - b. Remodel bathrooms, add decking but no roof.
 - c. Remodel bathrooms, add decking with sunshade or roof.
2. Tear down full structure, rebuild in place, like what is there.

3. Tear down full structure, wait until money is set aside to build:
 - a. Simple bathrooms, relocated to the east in a flatter area of the park.
 - b. Indoor, climate-controlled shelter house, indoor/outdoor bathrooms. In flat ground. This would take a few years before funds were fully available.

RECOMMENDATION: Mayor and City Council consideration and discussion to give Staff direction forward.


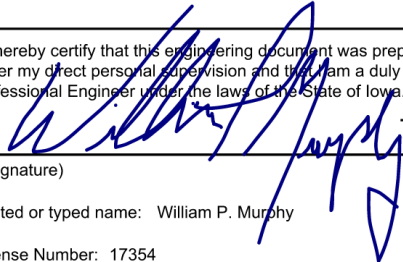


The City of Carroll Northwest Park Shelter House Carroll, IA Structural Inspection Report



Northeast corner of Shelter House

Prepared by:
William Murphy, PE:
bmurphy@jeo.com
402.494.7019
JEO Project No. 241623

	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.
	 (signature)
	7-15-2024 (date)
	Printed or typed name: William P. Murphy
	License Number: 17354
	My license renewal date is December 31, 2024
	Pages or sheets covered by this seal:
	NORTHWEST PARK SHELTER STRUCTURAL INSPECTION, CARROLL, IOWA

July 15, 2024

Chad Tiemeyer
City of Carroll, Parks & REC Director
627 North Adams Street
Carroll, IA 51401

Ref: Structural Inspection of fire damaged park shelter
Inspection location: 804-898 West 18th Street
Carroll, IA 51401

Parties present at inspection: Bill Murphy P.E. (JEO Engineer), Chad Tiemeyer (Parks & REC Director), Tom Weber (Superintendent of Parks)

Dear Chad:

The purpose of this report is to reflect the findings from a June 25, 2024 site inspection. The report below examines the structural condition of the park shelter shown on the cover page. The shelter was recently struck by lightning that ignited the structure on fire.

The shelter has a mens and womens bathroom with adjoining storeroom and concessions on the west end. This one-story area was constructed with running bond brick walls and hand framed wood roof trusses and decking. The east brick bathroom wall extends down to create a two-story condition which houses a built-in fireplace on upper and lower levels. All exterior brick walls are clad with decorative stone and colored mortar. The west end of structure consists of heavy timber columns, floor plank, support beams and hand framed wood roof trusses that create an elevated covered deck. Picknick tables exist throughout the deck area where small gatherings can be held. A heavy timber walkway cantilevers off the southwest corner of the deck and extends along the south side of the structure.

OBSERVATIONS

1. The second level floor decking and main floor support beams have sustained heavy fire damage and portions have fallen below. (photo 1, 2, 3, 4, 5, 6, 7, 8) This area produces a **Life Safety Issue** and the second level deck is to be fenced off from pedestrian and maintenance staff access.
2. Several hand framed roof trusses have sustained heavy fire damage and main structural components have been damaged. Several web members have been completely burned, and others have heavy char. (photo 9, 10, 11 12, 13) Several truss connections are showing fatigue and the roof system is in a progressive failure state. This condition also produces a **Life Safety Issue**.
3. The 1x12 wood roof sheathing boards have sustained damage and material shows fatigue. (photo 12, 13, 14)
4. Roof support beams between columns are heavily damaged throughout their length and bearing conditions at ends have been reduced. (photo 15, 17, 18) The beams and bearing conditions are essential to the support of the roof truss system above.
5. The second level railing system and several support columns have heavy fire damage. (photo 1, 2, 3, 4, 5, 6, 7)

Page 117

6. Portions of the fireplace stone facing has spalled off from the heat. (photo 8, 11, 16)
7. The interior brick walls of the bathrooms, storeroom and concessions all appear to be unharmed from the fire. (photo 19)
8. Although the lower-level slab on grade (below the second level deck area) has cracking and signs of localized settlement, these issues were not caused by the fire.

SUMMARY

The majority of the roof system, second level deck system and second level deck support system has been heavily damaged by the fire, is in a progressive failure state, and produces a **Life Safety Issue**. These portions of the structure are damaged beyond repair and need to be removed before failure occurs.

The report above focuses on the structural condition of the building that was affected by the recent fire and does not address the future of the structure. Although the main brick walls of the structure appear to be capable of rebuilding the roof system and adjoining deck, some remedial foundation work would be advised and all options should be entertained prior to concluding to rebuild this structure

GENERAL

The information, observations, and opinions stated in this report are based on an inspection made by William Murphy. The inspection consisted of a visual observation of exposed elements and those accessible with minimal removal of finished materials. The observations and opinions expressed in this report were based on professional engineering judgment and professional practice.

JEO reserves the right to add to or modify this inspection report as new information becomes available or conditions change.

If you have any questions or need further clarification, please feel free to contact me.
Sincerely,



William P. Murphy, PE
JEO Consulting Group, Inc.



Photo 1. Southeast corner of deck area



Photo 2. Southeast corner of deck area



Photo 3. Northeast corner of deck area



Photo 4. North-central beam and column



Photo 5. Northeast corner of structure



Photo 6. Northeast corner of structure



Photo 7. Northeast corner of structure



Photo 8. Deck area at fireplace wall



Photo 9. Roof truss members



Photo 10. Roof truss members



Photo 11. Roof truss members and decking



Photo 12. Roof truss members and decking



Photo 13. Roof decking and end truss framing



Photo 14. Roof system



Photo 15. North wall and roof framing



Photo 16. Fireplace rock spalling



Photo 17. Top of column connection



Photo 18. Top of column connection



Photo 19. Southwest corner of project

**THIS CONCLUDES THE
STRUCTURAL INSPECTION REPORT OF
THE NORTHWEST PARK SHELTER
FOR
THE CITY OF CARROLL**

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, July 8, 2024, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Pete Crawford, engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

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

LED LIGHTING PROJECT

Mr. Crawford reported the project is about 75% completed. The REIL lights are installed and Don reported they are easy on the eyes--no glare. The PAPI lights will be installed and the electrical engineer can approve them. The FAA will then do the final flight check. There is a grant for this expense. Mr. Crawford will do the paper work and submit it to the FAA in a couple weeks. Runway 13/31 is open. There is a pay request from Voltmer Electric in the amount of \$365,693.40. A motion by Comm. Siemann and seconded by Comm. Fulton was made to approve payment. All present voted aye. Nays: None Abstain: None Absent: None. Motion carried 5/0. The job should be finished by September.

TOPICS DISCUSSED:

The mower was ordered but not delivered in the 23/24 fiscal year. The tractor has been ordered but will not be delivered until spring.

Mr. Crawford reported all the buildings on the field will get new roofs due to hail damage. All City owned buildings that require new roofs will be as one bid.

Mr. Crawford will check with the REC for rebates on the new lighting.

Runway 13/31 is spalling and a blower was discussed.

Don reported there is a blow-out on runway 13/31 and he could fix this with a liquid product that is easy to use. It would be prudent to have this product on hand.

Gute Tree Service will cut and spray trees next to the runway and creek.

Replace sink and stool in mens restroom.

BILLS

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

Carroll Aviation	contract	\$ 7,235.00
Tigges Overhead	hanger door repair	220.00
Wittrock Motor	June car rental	550.00
True Value Hdw	bug spray/filter	88.45
R&R Septic	pump septic/treatment	677.50
Bomgaars	roundup & insect killer	49.98
Raccoon Valley REC	June electric service	953.96
Ecowater	cooler remt/water	171.72
Carroll Refuse	June garbage	68.83
Terracon Consultant	LED LGT Pgt soil testing	4,470.00
McClure Engineering	July LED LGT PGT	17,701.23
Voltmer Inc	LED LGT Project	365,693.40
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 6:48 P.M.. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

The next regular meeting of the Carroll Airport Commission will be August 12, 2024.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, August 12, 2024

5:30 P.M.

Arthur Neu Airport

Agenda

Approve minutes from previous meeting

LED Lighting Project

Runway Repair

New Business

Approve monthly bills

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

July 9, 2024

Unofficial Minutes

1. The meeting was called to order at 6:31 a.m. at the Recycling Center by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Harvey Dales, City of Manning; Dan Snyder, Mayor of Breda; Scott Johnson, Carroll County Supervisor; Jerry Fleshner, Mayor of Carroll and Mary Wittry, Director.
2. Dales moved and Fleshner seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Fleshner moved and Johnson seconded to approve the minutes of the June 11, 2024, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Snyder seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts, market prices and investment account summary. Wittry discussed the shortfall in funding the expansion account for May and June 2024. Interest rates, cardboard and newspaper sales, and increased expenses were discussed. Dales moved and Fleshner seconded to approve the reports as presented. Motion carried, all voting aye.
6. A proposal for IT services was discussed regarding length of contract, services needed and urgency when the computer and/or programs are not working. Fleshner moved and Snyder seconded to request a one-year contract at the stated rates. Motion carried, all voting aye.
7. The completed landfill gas feasibility investigation report concluded that there is enough quality and quantity of gas to consider installation of a gas collection system. The Commission does not produce enough gas to require a system at the current time but may in the future. The report listed recommendations to consider as the Commission contemplates moving forward with such a project. Dales moved and Snyder seconded to develop and issue a Request for Proposals to interested developers. Motion carried, all voting aye.
8. Wittry reported on the airspace used report. The report looks at how many pounds of waste are compacted into a cubic yard. The higher the pounds the better the waste has been compacted by equipment operated by the landfill staff. The report showed favorable compaction rates which increases the amount of space available for garbage.
9. A job description for a landfill supervisor and timeline for hiring was discussed due to retirement in December.
10. The results of the lab sample for used oil are not available at this time.
11. Wittry provided a staffing update.
12. Superior Jetting is on site to flush the leachate lines at the Western Expansion Area which is required every three years.
13. No update on recycling.
14. The Executive Board was updated on projects that are work in progress.
15. The next Executive Board meeting will be Tuesday, August 13, 2024, at 6:30 a.m. at the Recycling Center.
16. Johnson moved and Fleshner seconded to adjourn the meeting at 7:23 a.m.

Respectfully submitted,

Mary Wittry