

City Council Meeting

Monday, August 26, 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 City of Carroll will make the meeting available telephonically via zoom for those individuals who wish to attend remotely. Individuals wishing to attend remotely need to contact the City at 712-792-1000 by 3:00 PM the day of the meeting to make arrangements.

AGENDA

1. Pledge of Allegiance

- 2. Roll Call
- 3. New Employee Olga Haro, Adult Services Librarian
- 4. Consent Agenda
 - a. Approval of Minutes of the August 9, 12, and 14, 2024 Meetings
 - b. Approval of Bills and Claims
 - c. Licenses and Permits:
 - Renewal of Class "C" Retail Alcohol License with Outdoor Service Jalisco
 - d. Bid Opening Report Greens Mower Municipal Golf Course

e. Bid Opening Report - Trail Maintenance Project

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. Carroll City Ordinance Chapter 66 Amendment - Truck Traffic Prohibited on Certain Streets

7. Resolutions

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

Also see and item 8.d – May 13, 2024 – Echo Urban Renewal Plan and Development Agreement - Resolution Approving an Engagement Agreement and item 7.b – July 22, 2024 – 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

b. Echo Urban Renewal Plan - Development Agreement

- Public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and QRS Investments, L.L.C.

Also see and item 8.d – May 13, 2024 – Echo Urban Renewal Plan and Development Agreement - Resolution Approving an Engagement Agreement and item 7.b – July 22, 2024 – 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.

c. General Obligation Capital Loan Notes, Series 2024B (Reimbursement Resolution)

 Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with the CBD Street Resurfacing – 2024 Project and US 30 Traffic Signals Project

Also see and item 7.a – June 10, 2024 - CBD Street Resurfacing - 2024 Report of Proposal Opening and Consideration of Award of Contract

8. Reports

a. Downtown Façade Grant Approvals

See also item 7.d - June 10, 2024 - Downtown Facade Grant Program - Demonstration Grant & Improvement Grants

See also item 9.a - April 22, 2024 - Downtown Assessment Report Recommendations

- b. Emergency Catalyst Grant 504 N Adams Street
- c. Bid Opening Report Demolition and Removal of the Northwest Park Shelter House See also item 8.b - July 22, 2024 - 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

September Meetings:

- * Board of Adjustment Tuesday, September 3, 2024 City Hall 627 N Adams St
- * City Council September 9, 2024 City Hall 627 N Adams St
- * Airport Commission September 9, 2024 Airport Terminal Building 21177 Quail Ave
- * Planning and Zoning Commission September 11, 2024 City Hall 627 N Adams St
- * Library Board of Trustees September 16, 2024 Carroll Public Library 118 E 5th St
- * Parks, Recreation and Cultural Advisory Board September 16, 2024 Recreation Center 716 N Grant Rd
- * City Council September 23, 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.

| Agenda published on 08/22/2024 at 4:09 PM

COUNCIL MEETING AUGUST 9, 2024

The Carroll City Council met in special session on this date at 4:08 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck and Carolyn Siemann (via telephone because Zoom web conferencing was not working properly). Absent: None. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Bordenaro, seconded by Atherton, to go into closed session at 4:09 p.m. per Iowa Code 21.5(1)(j) for potential purchase of real estate. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to go back into open session at 4:46 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Atherton, to adjourn at 4:47 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried: 6-0.

ATTEST:

Gerald H. Fleshner, Mayor

Laura A. Schaefer, City Clerk

COUNCIL MEETING

AUGUST 12, 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, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: Kyle Bauer. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

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

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Newly appointed Carroll County Assessor Sarah Haberl introduced herself to Council. No Council action taken.

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It was moved by Atherton, seconded by Bordenaro, to approve the following items on the consent agenda: a) minutes of the July 22, 2024 meeting, as written; b) bills and claims in the amount of \$1,707,794.07; c) Licenses and permits: None; d) Resolution No. 24-57, Amended FY 2023/2024 Year End Transfers; e) Infill Housing Incentive applications for Philip L & Joyce M Simons Revocable Trust (136 E Timber Creek Drive) and Jeff & Sandy Cayler (1408 Woodland Drive); and f) Resolution No. 24-58, Funding Agreement with Region XII Council of Governments Taxi Program, Resolution No. 24-59, Funding Agreement with Carroll Area Child Care Center & Preschool, Resolution No. 24-60, Funding Agreement with Retired Senior Volunteer Program/Foster Grandparent Program, Resolution No. 24-61, Funding Agreement with Carroll Community of Concern Food Pantry, Resolution No. 24-62, Funding Agreement with New Opportunities, Inc., Resolution No. 24-63, Funding Agreement with Animal Rescue of Carroll, Resolution No. 24-64, Funding Agreement with Carroll County Growth Partnership, Resolution No. 24-65, Funding Agreement with Council of Governments Housing, Inc. Local Housing Trust Fund, and Resolution No. 24-66, Funding Agreement with Carroll Chamber of Commerce for Tourism Promotion. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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There were no oral requests or communications from the audience.

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It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-67, Consulting Services Agreement Amendment No. 2 with McClure Engineering Company for the CBD **Page 5** Street Resurfacing – 2024 Project with estimated fees of \$67,800.00. On roll call, all present vote aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-68, Construction Materials Testing Proposal with Certified Testing Services, Inc. for the CBD Street Resurfacing – 2024 Project with estimated fees of \$6,200.00 to \$7,100.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-69, Consulting Services Agreement with McClure Engineering Company for the Twelfth Street Reconstruction Project at a lump sum fee of \$571,100.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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It was moved by Dirkx, seconded by Siemann, to approve Resolution No. 24-70, Consulting Services Agreement with McClure Engineering Company for the Roof Replacement Project at a lump sum fee of \$54,000.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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Council discussed Change Order No.1 to the Renovations at Merchants Park Project. Barry Bruner, Carroll Athletic Association President, addressed Council on this issue. No Council action taken.

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It was moved by Bordenaro, seconded by Schreck, to approve the Certificate of Completion for Minimum Improvements related to the Development Agreement with Brian and Holly Wendl and Jason and Karen Atherton for property located at 220 W. 7th Street (Hoyt Mansion). On roll call, all present voted aye. Nays: None. Abstain: Atherton due to conflict of interest. Absent: Bauer. Motion carried 4-0.

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It was moved by Bordenaro, seconded by Atherton, to approve Change Order No. 1 to the Water Main Replacements – 2023 Project in the amount of \$1,000.00. The effect of the proposed Change Order on the contract price is as follows:

Original Contract Price	\$523,910.00
Change Order No. 1	\$1,000.00
Contract Price with Change Order No. 1	<u>\$524,910.00</u>

On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0. Page 6

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It was moved by Siemann, seconded by Dirkx, to approve the Request for Proposals Notice and Proposal Form for the West Golfview Subdivision. Mark Beardmore, Carroll resident, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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It was moved by Dirkx, seconded by Atherton, to acknowledge the notice of the T-Mobile proposed work. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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It was moved by Bordenaro, seconded by Siemann, to accept the proposal from Toyne, Inc. for the purchase of a Water Tanker Fire Truck (Freightliner Chassis) at their proposed price of \$393,830.00 with the understanding that production year and emission changes could increase the price. Dale Derner, Toyne, Inc. representative, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

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Fire Chief and Building/Fire Safety Official Dan Hannasch updated Council on some of the renovations of Fairview Apartments. No Council action taken.

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It was moved by Bordenaro, seconded by Atherton, to adjourn at 6:29 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Bauer. Motion carried 5-0.

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING AUGUST 14, 2024

The Carroll City Council met in special session on this date at 4:08 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Tom Bordenaro, LaVern Dirkx, JJ Schreck and Carolyn Siemann. Absent: Jason Atherton and Kyle Bauer. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Siemann, seconded by Dirkx, to replace the alley to the east of the building located at 502 N Court Street as part of the CBD Street Resurfacing – 2024 Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Atherton and Bauer. Motion carried 4-0.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 4:11 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Atherton and Bauer. Motion carried: 4-0.

ATTEST:

Gerald H. Fleshner, Mayor

Laura A. Schaefer, City Clerk

Carroll, IA

COUNCIL CLAIMS 8/26/2024

By Vendor Filed As

Payment Dates 8/13/2024 - 8/26/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 001720		,	.,	
INV1617716	RC - COPIER CONTRACT			19.89
INV1617716	CITY HALL COPIER CONTRACT			101.22
		Vendor F	iled As 001720 - ACCESS SYSTEMS Total:	121.11
Vendor Filed As: 001704				4 054 20
0245866-IN	AQUATIC - POOL CHEMICALS		Vendor Filed As 001704 - ACCO Total:	1,051.20 1,051.20
Vendor Filed As: 001910	- AHLERS COONEY			
872588	GENERAL UR MATTERS			170.00
872589	9TH AMENDED DOWNTOWN			646.00
872590	ECHO URP			670.00
872591	ECHO GROUP DEVELOPMENT			444.00
		Vendor F	Filed As 001910 - AHLERS COONEY Total:	1,930.00
Vendor Filed As: 002370				
07CR015059	GARAGE HOSE REELS RETURN			-607.98
07NV015064	RUT AIR COMPRESSOR FILTER			-260.98
07NV143970	PARKS - FUSES			4.66
07NV144027	RUT - ANTI-FREEZE			43.50
07NV144131	RUT #32 BATTERIES			249.10
07NV144315	PARKS - OIL & FUEL FILTERS			17.78
07NV144352	PARKS - TRANSMISSION FILTER			131.07
07NV144389	PARKS - BATTERY			249.10
07NV144395	RUT #29 BRAKE CLEANER			75.86
07NV144447	GARAGE - HOSE REELS			607.98
07NV144545	GARAGE - HOSE REEL			33.37
07NV144574	GARAGE - HOSE REELS			507.02
07NV144642	RUT - AIR COMPRESSOR FILTER			260.98
07NV144643	RUT AIR COMPRESSOR FILTER	Vendor Filer	As 002370 - ARNOLD MOTOR SU Total:	67.28 1,378.74
Vondor Filod Act 026282	- ASCENDANCE TRUCKS MIDWEST LLC	Vendor Fried		1,570.74
XA302001019.01	FD - ENGINE 9 FILTERS			157.75
XA302001019.01 XA302001022.01	FD - ENGINE 9 FILTER			137.75
74302001022.01		Vendor Filed As 036283 - AS	CENDANCE TRUCKS MIDWEST LLC Total:	297.03
Vendor Filed As: 002818	- BAKER AND TAYLO			
2038400527	BOOKS	132011	08/22/2024	301.60
2038409182	BOOKS	132011	08/22/2024	678.33
2038423831	BOOKS	132011	08/22/2024	279.74
2038429604	BOOKS	132011	08/22/2024	1,094.46
2038454005	BOOKS	132011	08/22/2024	54.16
2038472731	BOOKS	132011	08/22/2024	1,157.75
		Vendor File	ed As 002818 - BAKER AND TAYLO Total:	3,566.04
Vendor Filed As: 003043	- BERNHOLTZ MASON			
INV0000988	RUT - REPAIR BRICK CARROLL			243.00
		Vendor Filed	As 003043 - BERNHOLTZ MASON Total:	243.00
Vendor Filed As: 000949				95.00
B16760	PICKLEBALL PLAQUE FOR BEN	Vendor F	iled As 000949 - BOHLMANN INC. Total:	85.00 85.00
Vendor Filed As: 003515	- BOMGAARS			
21327541	PARKS - GOPHER BAIT & BELT			37.98
21335904	PARKS - GREASE, STRAW, WI			67.86
21335977	WWTP - FLY BAIT & SPRAY NO			65.98
21336695	PARKS - SLOW MOVING VEHIC			D ^{9,80}

COUNCIL CLAIMS 8/26/202	24		Payment Dates: 8/13/202	4 - 8/26/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21337088	FD - OIL, TOWELS, HOSE			63.97
21341179	PD EXHAUST FAN BELT			6.99
21343449	PARKS - SPRAYER			13.59
21337534	WWTP GOPHER POISON			9.99
21007001		Ver	ndor Filed As 003515 - BOMGAARS Total:	276.16
Vendor Filed As: 003714 - I	BROTHERS CART W			
INV-2991	GOLF CART RENTALS - REIMB			3,162.00
		Vendor File	ed As 003714 - BROTHERS CART W Total:	3,162.00
Vendor Filed As: 004138 - 0	CAPITAL SANITAR			
R079419	LIBRARY - PAPER TOWELS	132014	08/22/2024	154.32
R079620	RC BOWL CLEANER & DISINFE			150.00
R079652	RC AUTO SCRUBBER PADS RE			-250.00
R079655	RC- HAND TOWELS			43.20
R079660	GARAGE - PAPER TOWELS			39.50
R079672	RC - TOILET PAPER			66.02
		Vendor F	iled As 004138 - CAPITAL SANITAR Total:	203.04
Vendor Filed As: 000747 - 0				
157801	PARKS - VEHICLE REPAIRS			184.49
137001		Vendor Fil	ed As 000747 - CARROLL AUTO SU Total:	184.49
Vander Filed As: 00/122				
Vendor Filed As: 004132 - 0 INV0000954	AIRPORT CONTRACT	131995	08/16/2024	7,235.00
11110000954	AIRPORT CONTRACT		iled As 004132 - CARROLL AVIATIO Total:	7,235.00
		Vendor Fi	iled AS 004132 - CARROLL AVIATIO TOLAI.	7,235.00
Vendor Filed As: 004146 - 0				
4584	RC - REMOVE PIPING & ADD N			2,851.00
4914	CITY HALL - HVAC REPAIRS			519.75
4925	MUSEUM - HVAC REPAIRS			486.75
		Vendor File	ed As 004146 - CARROLL CONTROL Total:	3,857.50
Vendor Filed As: 003984 - 0	CARROLL COUNTY			
INV0000989	1/2 FY 25 FUNDING		_	41,200.00
		Vendor Fi	iled As 003984 - CARROLL COUNTY Total:	41,200.00
Vendor Filed As: 004170 - 0	CARROLL COUNTY			
24-2501	PLAT OF SURVEY RECORDING			40.00
		Vendor Fi	iled As 004170 - CARROLL COUNTY Total:	40.00
Vendor Filed As: 004183 - 0	CARROLL COUNTY			
INV0000966	LIEN FILING FEE 314 N WALN	132015	08/22/2024	5.00
		Vendor Fi	iled As 004183 - CARROLL COUNTY Total:	5.00
Vendor Filed As: 004196 - 0				
67488	AIRPORT POWER WASHER RE	131996	08/16/2024	377.33
67764	RUT - MINNICH DRILL SEALS	101000		145.56
0,701		Vendor File	ed As 004196 - CARROLL HYDRAUL Total:	522.89
Vendor Filed As: 002977 - 0				
310419	AIRPORT JULY GARBAGE	131987	08/16/2024	68.83
510415	AINFORTJOET GARBAGE		Filed As 002977 - CARROLL REFUSE Total:	68.83
		Vendori	neu AS 002577 - CARROLE REI OSE TOTAL	08.85
Vendor Filed As: 004325 - 0				
01011978	WWTP - HAND SOAP			190.00
		Vendor Fi	ied As 004325 - CENTRAL IOWA DI Total:	190.00
Vendor Filed As: 036305 - 0	CENTRAL IOWA PUBLISHING INC			
4135	SCRANTON JOURNAL PERIODI	132030	08/22/2024	35.00
		Vendor Filed As 036305	- CENTRAL IOWA PUBLISHING INC Total:	35.00
Vendor Filed As: 002998 - 0	CENTURYLINK			
INV0000951	WTP BACKUP PHONE LINE	131989	08/16/2024	78.83
INV0000952	WWTP BACKUP PHONE LINE	131990	08/16/2024	161.28
		Vend	or Filed As 002998 - CENTURYLINK Total:	240.11

COUNCIL CLAIMS 8/26/20	24		Payment Dates: 8/13/202	24 - 8/26/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 001393 -	CHAMPION FORD I			
17658	RUT - #36 SERVICE ENGINE LI	Verder Ele		717.16
		Vendor File	d As 001393 - CHAMPION FORD I Total:	717.16
Vendor Filed As: 002867 -				145 14
5224845944	GARAGE - LENS WIPES	Vendor	Filed As 002867 - CINTAS FIRST AI Total:	145.14 145.14
Vender Filed Act 002(22		Vendori		145.14
Vendor Filed As: 003633 - 2329	LIBRARY CLEANING SERVICES	132012	08/22/2024	3,432.00
2323			ed As 003633 - CLEANING SOLUTI Total:	3,432.00
Vendor Filed As: 004061 -				-,
0033925-IN	AIRPORT RUNWAY PATCH RE	131994	08/16/2024	1,830.21
			As 004061 - COLEMAN MOORE C Total:	1,830.21
Vendor Filed As: 004836 -				
26074	WWTP - GREASE			119.54
		Vendor File	d As 004836 - COMMUNITY OIL C Total:	119.54
Vendor Filed As: 002071 -	COMPUTER REPAIR			
18734	LIBRARY JULY IT SERVICES	132010	08/22/2024	390.00
18825	LIBRARY - MICROSOFT LICENS	132010	08/22/2024	1,093.20
		Vendor File	d As 002071 - COMPUTER REPAIR Total:	1,483.20
Vendor Filed As: 003145 -	CORE AND MAIN			
V378651	WATER - VM REPAIR KIT		=	409.00
		Vendor F	iled As 003145 - CORE AND MAIN Total:	409.00
Vendor Filed As: 002271 -	CREATIVE PRODUC			
159362	DARE CERTIFICATES, LION, CA		. –	925.89
		Vendor File	d As 002271 - CREATIVE PRODUC Total:	925.89
Vendor Filed As: 005395 -				
81785IN	MP GRASS SEED			780.00
81786IN 81787IN	PARKS GRASS SEED			500.00 1,162.70
01/0/IN	GC - FUNGICIDE & FERTILIZER	Vendor Fi	led As 005395 - D & K PRODUCTS Total:	2,442.70
Vendor Filed As: 005640 -				_,
INV0000980	DES MOINES REGISTER - 1 YR	132016	08/22/2024	346.79
			ed As 005640 - DES MOINES REGI Total:	346.79
Vendor Filed As: 012590 -				
S010746914.001	AIRPORT BULBS	132000	08/16/2024	156.22
		Vendor F	iled As 012590 - ECHO ELECTRIC S Total:	156.22
Vendor Filed As: 006810 -	ECOWATER SYSTEM			
197666	AIRPORT COOLER RENT AND	131997	08/16/2024	161.72
		Vendor Filed	As 006810 - ECOWATER SYSTEM Total:	161.72
Vendor Filed As: 003723 -	EDDY'S LIMBS			
874204	TREE REMOVAL FROM WINDS		_	2,400.00
		Vendo	r Filed As 003723 - EDDY'S LIMBS Total:	2,400.00
Vendor Filed As: 000127 -	ELECTRONIC ENGI			
232001689-1	PD - #16 & 17 SEAT COVERS		_	512.94
		Vendor Fil	ed As 000127 - ELECTRONIC ENGI Total:	512.94
Vendor Filed As: 008050 -	FASTENAL COMPAN			
IACAR196620	WTP - HARD HATS			199.00
IACAR196654	GARAGE - GLOVES			52.19
IACAR196655 IACAR196692	PW ADMIN - SAFETY VEST GARAGE - ANCHOR BOLTS			23.48 39.99
	GANAGE - ANCHON BULLS	Vendor Filed	As 008050 - FASTENAL COMPAN Total:	<u> </u>
Vendor Filed As: 000013 -				
INV0000973	MFPRSI CONTRIBUTIONS	DFT0000344	08/22/2024	15,378.39
			iled As 000013 - FIRE/POLICE RET Total:	15,378.39
				Dece 44

COUNCIL CLAIMS 8/26/2024 Payment Dates: 8/13		24 - 8/26/2024		
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 036210	- FIRST CLASS MULTISERVICES INC			
072224	7/7/24 - 7/20/24 NIGHT CLEA			1,603.06
080524	7/21/24 - 8/3/24 NIGHT CLEA			1,603.06
081424	8/4/24 - 8/6/2024 NIGHT CLE			601.14
		Vendor Filed As 036210) - FIRST CLASS MULTISERVICES INC Total:	3,807.26
Vendor Filed As: 003848				
INV0000960	AUG DOWNTOWN RESTROOM			300.00
		Vendor	Filed As 003848 - FIRST IMPRESSIO Total:	300.00
Vendor Filed As: 002806	- FOUNDATION ANAL			
24-03732	WWTP - LAB TESTING		_	1,354.50
		Vendor File	ed As 002806 - FOUNDATION ANAL Total:	1,354.50
Vendor Filed As: 009500	- GEHLING WELDING			
155506	RUT REBAR BENT FOR MANH			300.00
155738	CBD - LIGHT POLE REPAIRS		_	280.70
		Vendor Fil	led As 009500 - GEHLING WELDING Total:	580.70
Vendor Filed As: 009535	- GENERAL RENTAL			
217319	RUT CONCRETE BLADE			865.00
217515		Vendor I		865.00
Vendor Filed As: 010615		424000	00/46/2024	26 500 00
INV0000957	AIRPORT - 20 FT BUSH HOG	131999		26,500.00
		vendor Fil	led As 010615 - HALEY IMPLEMENT Total:	26,500.00
Vendor Filed As: 011831	- HY-VEE INC.			
48761864259	PD - ARIDE SUPPLIES	132022	08/22/2024	53.67
48762280615	PD - ARIDE SUPPLIES	132018	08/22/2024	39.98
48763980911	AQUATIC - CONCESSIONS	132017	08/22/2024	6.81
48763980911	AQUATIC - WATER FOR GUAR	132017	08/22/2024	11.96
48767618189	LIBRARY SUMMER READING S	132021	08/22/2024	66.83
48769952622	SUMMER READING SNACKS	132020	08/22/2024	31.84
48772021191	AQUATIC - GUARD WATER	132019	08/22/2024	10.92
		Ve	ndor Filed As 011831 - HY-VEE INC. Total:	222.01
Vendor Filed As: 002869	- I SAW THE SIGN			
PC-3567	PARKS - STATE BASEBALL SIG		_	900.00
		Vendo	r Filed As 002869 - I SAW THE SIGN Total:	900.00
Vendor Filed As: 012625	- IOWA DEPT OF NA			
INV0000991	WWTP NPDES PERMIT		_	1,275.00
		Vendor F	iled As 012625 - IOWA DEPT OF NA Total:	1,275.00
Vendor Filed As: 012604				
INV0000992	PD MEMBERSHIP DUES			450.00
		Vendor F		450.00
Vendor Filed As: 012678 039626	RUT - WATCH FOR TURNING T			205.04
039020	RUT - WATCH FOR TORNING T	Vondor E	iled As 012678 - IOWA PRISON IND Total:	205.04
		Vendor F	ned AS 012678 - IOWA PRISON IND Total.	205.04
Vendor Filed As: 012685				
7.15.24	PARKS BLOWER			299.99
		Vendor Fi	iled As 012685 - IOWA SMALL ENGI Total:	299.99
Vendor Filed As: 012706	- IPERS			
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	13,300.88
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	526.25
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	144.39
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	13.66
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	1,781.70
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	2,624.77
INV0000976	IPERS CONTRIBUTIONS	DFT0000347	08/22/2024	2,464.60
			Vendor Filed As 012706 - IPERS Total:	20,856.25
Vendor Filed As: 025020	- JOHN DEERE FINA			
6296650	PARKS - BLADES, BELTS, NUTS,	132002	08/16/2024	452.92
				Page 12

COUNCIL CLAIMS 8/26/2	2024		Payment Dates: 8/13/202	4 - 8/26/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
6304426	PARKS - HYDRAULIC OIL FILTER	132002	08/16/2024	35.81
6305647	PARKS - BELT & FREIGHT	132002	08/16/2024	84.76
6313485	CEMETERY - OIL & OIL FILTER	132002	08/16/2024	31.15
6317158	RUT #35 OIL FILTERS	132002	08/16/2024	46.84
6318605	GOLF - BUSHINGS AND IDLER	132002	08/16/2024	87.49
0310003	GOLF - BOSHINGS AND IDLER		r Filed As 025020 - JOHN DEERE FINA Total:	738.97
		Vendo		/30.5/
Vendor Filed As: 001345				
11253	PD - #14 - SCANNER & #20 PR	Mandar		441.20
		vendor	Filed As 001345 - KELTEK INCORPOR Total:	441.20
Vendor Filed As: 003846	- KRUSE, NOAH			
181738	GRASS ABATEMENT NUISANCE		_	975.00
		Ve	ndor Filed As 003846 - KRUSE, NOAH Total:	975.00
Vendor Filed As: 002453	- LAMBERTZ, JASON			
165573	PRODUCTION COSTS			960.00
		Vendor	Filed As 002453 - LAMBERTZ, JASON Total:	960.00
Vendor Filed Act 026204	- LOEW'S CARPET & VINYL SALES		·	
INV0000963	TURF FOR BATTING CAGE PRO			11,888.25
114 00000000	TORE FOR BATTING CACE FRO	Vendor Filed As 036	304 - LOEW'S CARPET & VINYL SALES Total:	11,888.25
		vendor filed A5 050		11,000.20
Vendor Filed As: 002331				
P23871	RUT SHOE RUNNERS & DIRT D			929.40
		Vendor Fi	led As 002331 - MACQUEEN EQUIPM Total:	929.40
Vendor Filed As: 001193	- MARKET ON 30			
320685	LIBRARY SUMMER READING S	132009	08/22/2024	183.26
320808	LIBRARY SUMMER READING S	132009	08/22/2024	207.03
		Ven	dor Filed As 001193 - MARKET ON 30 Total:	390.29
Vendor Filed As: 003807	- MASSEY, KEN			
INV0000959	KICK IT UP SOCCER OFFICIAL			265.00
		Ve	endor Filed As 003807 - MASSEY, KEN Total:	265.00
Vendor Filed As: 017133				
INV0000964	FD DISASTER PLANNING TRAIN	132029	08/22/2024	49.00
INV0000964	FD CLEANING SUPPLIES	132029	08/22/2024	82.90
INV0000965	PD - INK CARTRIDGES	132024	08/22/2024	39.90
INV0000965	PD - CAMERA POLE MTHLY FEE	132024	08/22/2024	13.00
INV0000965	RC - BACKGROUND CK DANNER	132024	08/22/2024	29.00
INV0000967	ZOOM FOR COUNCIL	132027	08/22/2024	15.99
INV0000967	LEAGUE CONFERENCE REGIST	132027	08/22/2024	220.50
INV0000967	ADOBE SOFTWARE	132027	08/22/2024	19.99
INV0000967	MAIL CHIMP	132027	08/22/2024	13.00
INV0000983	LIBRARY VIDEOS	132026	08/22/2024	195.12
INV0000983	LIBRARY VIDEOS	132026	08/22/2024	44.90
INV0000983	LIBRARY BOOKS	132026	08/22/2024	77.56
INV0000983	LIBRARY BOOKS	132026	08/22/2024	82.73
INV0000983	LIBRARY VIDEOS	132026	08/22/2024	239.58
INV0000983	LIBRARY SUMMER READING P	132026	08/22/2024	6.25
INV0000983	LIBRARY PHONE EXTENSION	132026	08/22/2024	35.00
INV0000983	LIBRARY LAMINATING SHEETS	132026	08/22/2024	43.51
INV0000983	LIBRARY PHONE CORD REPLA	132026	08/22/2024	5.81
INV0000984	IOWA STREETS & ROADS WO	132028	08/22/2024	300.00
INV0000984	IOWA RURAL WATER ASSN C	132028	08/22/2024	360.00
INV0000984	IOWA RURAL WATER ASSN C	132028	08/22/2024	360.00
INV0000985	IA LEAGUE OF CITIES	132025	08/22/2024	245.00
INV0000985	ACCESS WASHINGTON	132025	08/22/2024	360.97
INV0000985	DOWNTOWN CONFREENCE	132025	08/22/2024	17.47
INV0000985	DOWNTOWN CONFREENCE	132025	08/22/2024	16.69
INV0000985	IaCMA CONFERENCE REFUND	132025	08/22/2024	-160.00
INV0000985	DOWNTOWN CONFREENCE	132025	08/22/2024	12.30
INV0000985	DOWNTOWN CONFERENCE	132025	08/22/2024	366.36
INV0000985	EMPLOYEE RECOGNITION	132025	08/22/2024	Page ⁵³ 13
				. ago 10

COUNCIL CLAIMS 8/26/2024

Payment Dates: 8/13/2024 - 8/26/2024

			· , · · · · · · · , · , · , ·	
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0000987	PD INK CARTRIDGES	132023	08/22/2024	165.13
INV0000987	PARKS RESTROOM SIGNS	132023	08/22/2024	116.82
INV0000987	RC IPRA MEMBERSHIPS	132023	08/22/2024	750.00
INV0000987	RC - SCREEN PROTECTORS	132023	08/22/2024	20.98
INV0000987	RC - POOL WRISTBANDS	132023	08/22/2024	137.76
INV0000987	RC - EXTENSION CORD POWER	132023	08/22/2024	19.98
INV0000987	RC - ID CARDS	132023	08/22/2024	85.95
	LEISURE PROGRAMS STORAGE	132023		31.86
INV0000987			08/22/2024	
INV0000987		132023	08/22/2024	272.70
INV0000987	AQUATIC SPORTS KIDS TRAINI	132023	08/22/2024	-169.98
INV0000987	AQUATIC POOL WATER TESTS	132023	08/22/2024	-229.90
		Vendo	r Filed As 017133 - MASTERCARD Total:	4,347.24
Vendor Filed As: 002993 - M	C CLURE ENGINE			
153781	AUG LED LIGHTING PROJECT	131988	08/16/2024	16,519.58
		Vendor File	d As 002993 - MC CLURE ENGINE Total:	16,519.58
				-,
Vendor Filed As: 017315 - M				
036519	WWTP GLOBE VALVE		_	172.33
		Vendor File	ed As 017315 - MELLEN & ASSOCI Total:	172.33
Vendor Filed As: 003966 - M	ICROBAC LABORA			
NT2407763	WATER - MONTHLY BAC-T			107.25
		Vendor Filed	As 003966 - MICROBAC LABORA Total:	107.25
				10/125
Vendor Filed As: 017585 - M				
583214	MP - CONCRETE PREMIX			9.90
583283	LL- GRAVEL MIX		_	9.90
		Vendor Filed	As 017585 - MIDWEST WHOLESA Total:	19.80
Vendor Filed As: 000925 - M	OTION PICTURE			
504415505	2023 MPLC UMBRELLA LICEN	132008	08/22/2024	261.80
504433901	2024 MCLC UMBRELLA LICEN	132008	08/22/2024	279.34
304433301	2024 MELE OMBRELEA LICEN		ed As 000925 - MOTION PICTURE Total:	541.14
		Vendor Fil	ed As 000925 - MOTION PICTORE TOTAL.	541.14
Vendor Filed As: 036306 - M	UNI AID LLC			
CE-24-22	MUNI AID MEMBERSHIP DUES		_	600.00
		Vendo	r Filed As 036306 - MUNI AID LLC Total:	600.00
Vendor Filed As: 003529 - M	URRAY'S WELDIN			
CB126707	MP - BEARINGS AND FLANGES			17.80
66120707		Vender Filer	As 003529 - MURRAY'S WELDIN Total:	17.80
		Vendor Filed	AS 003529 - MORRAT 5 WELDIN TOTAL	17.80
Vendor Filed As: 018408 - N	APA AUTO PARTS			
077789.1	GARAGE - OIL DRI	132001	08/16/2024	79.95
078233.1	FD - SERVICE ITEMS	132001	08/16/2024	25.95
078340.1	0016105023320	132001	08/16/2024	63.99
078783.1	RUT - #33 AIR FILTER	132001	08/16/2024	171.44
		Vendor File	d As 018408 - NAPA AUTO PARTS Total:	341.33
Vondor Filed Act 020202				
Vendor Filed As: 020203 - 0	-			70 50
320415	PW - 11 X 17 COPY PAPER			78.50
320565	FIN - BINDERS AND PAPER CLI			10.01
		Vendor F	iled As 020203 - OFFICE STOP, TH Total:	88.51
Vendor Filed As: 020330 - O	REILLY AUTO P			
0400-359283	PD - #17 LIGHT BULB			6.60
		Vendor Fi	led As 020330 - O'REILLY AUTO P Total:	6.60
Vendor Filed As: 021050 - P				-
\$3002426.001	GC - URINAL REPAIR KIT			24.57
\$3006193.001	GC - URINAL REPAIRS		_	38.51
		Vendor File	ed As 021050 - P & H WHOLESALE Total:	63.08
Vendor Filed As: 001327 - Po	DLICE LEGAL SC			
12707	PD PLS LESSON PACKAGES			2,400.00
12/0/		Vondor E	iled As 001327 - POLICE LEGAL SC Total:	2,400.00 2,400.00
		vendor F	TOLICE LEGAL 3C TOLICE	2,400.00
				Page 14
				-

COUNCIL CLAIMS 8/26/2024			Payment Dates: 8/13/2024 - 8		24 - 8/26/2024
Payable Number	Description (Item)	Paymen	nt Number	Payment Date	Amount
Vendor Filed As: 003730 - QU	JADIENT INC.				
61265289	POSTAGE METER RENTAL				7.09
61265289	POSTAGE METER RENTAL				7.99
61265289	POSTAGE METER RENTAL				57.59
61265289	POSTAGE METER RENTAL				37.10
61265289	POSTAGE METER RENTAL			. –	1.23
			Vendor File	ed As 003730 - QUADIENT INC. Total:	111.00
Vendor Filed As: 009870 - RA	CCOON VALLEY				
INV0000958	JULY ELECTRIC SERVICE	131998		08/16/2024	1,132.30
			Vendor Filed	As 009870 - RACCOON VALLEY Total:	1,132.30
Vendor Filed As: 023815 - RE	GION XII COG				
INV0000993	FY 25 HOUSING TRUST FUND			_	2,500.00
			Vendor File	d As 023815 - REGION XII COG Total:	2,500.00
Vendor Filed As: 025028 - SC	HOEPPNER. CAR				
INV0000953	AIRPORT SECRETARY CONTRA	132003		08/16/2024	350.00
			Vendor Filed A	As 025028 - SCHOEPPNER, CAR Total:	350.00
Vendor Filed As: 003696 - SC					
12277	WWTP TELEPHONE REPAIRS				710.00
12277			Vendor Filed A	s 003696 - SCI COMMUNICATI Total:	710.00
			Vendor Fried A		710.00
Vendor Filed As: 001652 - SN					24.00
171890	AQUATIC - EQUIPMENT CLEA		Manadan Filad (31.00
			vendor Filed A	As 001652 - SNAPPY POPCORN Total:	31.00
Vendor Filed As: 000587 - SC	-				
INV0000994	STEEL TOED BOOTS	132007		08/22/2024	118.76
			Vendor Filed A	s 000587 - SORENSEN, GAROL Total:	118.76
Vendor Filed As: 004053 - SP	EED'S AUTOMOT				
315997	GOLF UTILITY CART	131992		08/16/2024	9,955.00
			Vendor Filed A	s 004053 - SPEED'S AUTOMOT Total:	9,955.00
Vendor Filed As: 028180 - ST	ATE HYGIENIC				
283097	AQUATIC WATER SAMPLE AN				14.50
			Vendor File	d As 028180 - STATE HYGIENIC Total:	14.50
Vendor Filed As: 025880 - ST	ONF PRINTING				
P8352	WATER - UTILITY BILL ENVELO				2,040.00
P8420	CEMETERY - INTERMENT FOR				119.38
			Vendor Filed	As 025880 - STONE PRINTING Total:	2,159.38
Vendor Filed As: 026427 - TE					
TM36114	AIRPORT CONCRETE TESTING	132004		08/16/2024	3,057.50
10030114	AIM ON CONCRETE LESTING	132004		026427 - TERRACON CONSUL Total:	3,057.50
					5,007.00
Vendor Filed As: 026940 - TC					110.00
IN0018113	FD - LIGHT & COMPARTMENT		Vanda		110.00
			vendo	Filed As 026940 - TOYNE INC. Total:	110.00
Vendor Filed As: 028814 - VA					
S013365906.001	WATER - HTR PARTS & WATER				377.07
			Vendor Filed As	028814 - VAN METER COMPA Total:	377.07
Vendor Filed As: 004060 - VC	DLTMER INC.				
INV0000955	LED LIGHTING PROJECT	131993		08/16/2024	164,364.89
			Vendor Fil	ed As 004060 - VOLTMER INC. Total:	164,364.89
Vendor Filed As: 036300 - W	HITE CAP LP				
50027581986	RUT - 12" P STAKES				1,140.00
			Vendor Fi	led As 036300 - WHITE CAP LP Total:	1,140.00
Vendor Filed As: 003847 - W	ILSON, KATHY J				
INV0000981	LIBRARY GOOD WOMEN & BA	132013		08/22/2024	280.00
				As 003847 - WILSON, KATHY J Total:	280.00

COUNCIL CLAIMS 8/26/2024			Payment Dates: 8/13/202	24 - 8/26/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 030355	5 - WITTROCK MOTOR			
1212	AIRPORT - JULY CAR RENTAL	132005	08/16/2024	550.00
		Vendor Filed A	As 030355 - WITTROCK MOTOR Total:	550.00
Vendor Filed As: 003970) - WORLDWIDE EXPRE			
2408054690	FREIGHT W/E 8/14/2024	131991	08/16/2024	23.85
2408054690	FREIGHT W/E 8/14/2024	131991	08/16/2024	22.10
		Vendor Filed A	s 003970 - WORLDWIDE EXPRE Total:	45.95
Vendor Filed As: 034110) - ZIEGLER INC.			
IN001575573	WWTP MASSEY FERGUSON T			22,008.00
		Vendor	Filed As 034110 - ZIEGLER INC. Total:	22,008.00
			Grand Total:	405,111.57

Report Summary

Fund Summary

Fund		Expense Amount	Payment Amount
001 - GENERAL FUND		164,945.74	92,606.57
010 - HOTEL/MOTEL TAX		13.66	13.66
110 - ROAD USE TAX FUND		6,980.88	1,999.98
121 - LOCAL OPTION SALES TAX		12,188.25	0.00
178 - CRIME PREV/SPEC PROJECTS		925.89	0.00
303 - C.P AIRPORT		183,941.97	183,941.97
311 - C.PPARKS & RECREATION		780.00	0.00
316 - C.P UTILITY FUND		40.00	0.00
600 - WATER UTILITY FUND		6,380.63	3,211.21
610 - SEWER UTILITY FUND		28,914.55	3,007.98
	Grand Total:	405,111.57	284,781.37

Gross Payroll \$234,632.58



On August 20, 2024, bids were opened and tabulated for a greens mower with added verticut heads, for the Carroll Municipal Golf Course. Three bids were received, the low bid that met all bid requirements is shown below:

	Unit Price	Trade in	Total
Van Wall	\$57,607.34	\$4,000	\$53,607.34

Budgeted amount: \$60,000 for mower and \$12,000 for verticut heads for a total of \$72,000.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached bid from Van Wall for a greens mower and verticut heads for the Carroll Municipal Golf Course with a bid price of \$53,607.34.

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

BID OPENING REPORT

For: Greens Mower- Municipal Golf Course

	Bids were opened on:	20-Aug-2024	2:00PM		
	Pre-Bid Estimate :	\$72,000.00			
	CONTRACTOR:		Gross Amount	Trade Amount	Final Bid
1.	Turfwerks		\$58,475	\$4,250	\$54,225
2.	MTI		\$67,963	\$1,500.00	\$66,463.17
3.	Van Wall		\$57,607.34	\$4,000	\$53,607.34
4.					
5.					
6.					
7.					
8.					
	\sim	0			

Signed:	Lama	a	Scharth
Date:	8/20/2024		\square

"S HAVE NOT BEEN CHECKED.

3JECT TO CORRECTION AFTER I COMPLETELY REVIEWED.

City of Carroll					
627 N. Ac	lams Street	Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139	
MEMO TO:	Aaron Ko	poiker, City Manager	AL		
FROM:	Chad Tiemeyer, Director of Parks and Recreation				
DATE:	August 2	0, 2024			
SUBJECT:	Bid Oper	ning Report – Trail M	aintenance Projec	t	

Last week, Carroll Park Staff solicited proposals for maintenance of the south section of the trail around the Youth Sports Complex, just north of 30th Street. Two bids were returned. This trail has developed several large voids in the path and needs attention. Pictures are attached with some of the cracking, some as wide as 5 inches. Although there are several large cracks and voids, the nearly 1,400 ft asphalt walking path is in decent shape, and not needing full tear out and replacement. The winning proposal is listed below:

Company: Bargen Inc.

Proposal: Existing cracks in path will be cleaned of debris and or moisture, will then fill cracks with rubberized sealant, installing a safety seal. Wider cracks will have a hot pour patching added. The path will be swept and cleaned, then an asphalt cut back penetrating sealer will be sprayed over the top of the complete project area, also helping re-seal the entire path.

Price: \$10,125.

Budget for Trail Maintenance in FY 24/25: \$50,000.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached proposal of \$10,125 from Bargen Incorporated for the south section of the trail around the Youth Sports Complex, just north of 30th Street.



606 County Road 1 Phone (507) 427-2924 Mountain Lake, MN 56159

July 9, 2024

City of Carroll Attn: Tom Weber 627 N. Adams Street Carroll, IA 51401

Tom,

Thank you for the opportunity to explain the pavement maintenance services our firm offers and to provide you with a quote. I am confident that you will find the services beneficial for your roads. I would like to explain the procedures our service crew uses.

Sealant Material

The sealant that we will use meets and exceeds the Minnesota State Spec. #3723.2 and Iowa ASTM-D6690 type II & III Spec. with the following modifications:

100% elongation at -20°F

Blow and Go procedure (Re-Seal or Clean and Seal)

The existing cracks will be cleaned of debris and/or moisture using a heatlance. We will then fill the cracks with rubberized sealant, installing an overbanding safety seal.

Maxwell Gap Mastic Level and Fill (widened crack repair)

The existing cracks will be cleaned of debris and/or moisture using a heatlance. We will then spray apply a tack coat. The Maxwell Gap Mastic is a revolutionary rubberized hot pour patching material designed to repair wide cracks, pot holes, rutting and depressed broken-up areas in asphalt and concrete pavement surfaces. It is also ideal for use around manholes, gutters and drains. When applied properly, Maxwell Gap Mastic creates a load bearing, weather resistant, durable bond resulting in a long term pavement maintenance solution.

Pavement Seal Coating (black seal coat)

The complete project area will be swept or blown clean (with high pressure blowers) in preparation for the seal coat application. We will then apply one coat of Asphalt Cut Back Penetrating Sealer. Our Seal Coat has 57% asphalt content and is a solvent and asphalt based seal coat. This is NOT a water based emulsion product. *(Note: may take 2-4 days to cure)*

Project Prices - Our price includes all materials, applicable taxes and labor to complete the project as explained.

<u>Please note:</u> The Customer is responsible for notifying the public that we will be working in your area. Pavement maintenance can be extremely dusty and dirty work and we strongly encourage the public to keep Their Personal property at a strong distance away from our work zone. This will avoid any possible concerns for dust, debris or damage. A recommended distance would be 75 – 150 feet away from the work zone. An Insurance Certificate is available upon request.

Project for Bike Path (off 180th Street by the Schools)

Crack Repair for \$3,837.00 Mastic Gap Repair (widened cracks) for \$2,592.00

Optional – Black Seal Coat for \$3,696.00

The total price is subject to the work chosen to be completed.

NOTE: If customer chooses the Cut Back Sealer, customer takes full responsibility for any tracking of the seal coat after application.

NOTE: Irrigation must be shut off 24 hours and obstructions moved prior to Seal Coating.

The price stated above is what we need to complete the project. If there are any Permits/Fees, Bid Bonds, or Payment and/or Performance Bonds needed for this project that cost will need to be ADDED to the prices listed above.

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Bargen Inc. may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Bargen Inc. reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Bargen Inc. when due.

This Proposal/Contract may be withdrawn by Bargen Inc. if not accepted within 20 days, or at anytime, subject to increases related to material prices as noted above.

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within **20 days**.

Date of acceptance	 PO #	(if applicable)

Signature _____

Signature _____

Thank you for the opportunity to provide you with information on the pavement maintenance needs in your community. I am confident that you will find the products used and the workmanship of our crew of the highest quality. I look forward to working with you in the near future.

Sincerely, ell Josh Englar

BARGEN, INC.

JE/mq

Project for City of Carroll - Bike Path

Our Mission

Bargen, Inc. is committed to excellence and, because of this, we take pride in our team of professional craftsmen. Our primary purpose is to provide knowledgeable recommendations, quality workmanship and exceptional service. Our goal is satisfied customers who have received the most value for their invest**Page 23**

Website: www.bargeninc.com Email: bargen@bargeninc.com















Certain Streets

Brad Burke, Chief of Police

Police Department

112 E. 5th	Street Carroll, Iowa 51401-2799	(712) 792-3536	FAX: (712) 792-8088
MEMO TO:	Aaron Kooiker, City Manager		
FROM:	Brad Burke, Chief of Police		
DATE:	August 20, 2024		
SUBJECT:	Carroll City Ordinance Chapter 66	Amendment – Truc	k Traffic Prohibited on

Over the past few years, there have been many discussions in council meetings, with residents along Pleasant Ridge Road and with department heads on restricting certain vehicles on roads, mainly Pleasant Ridge Road. Resident complaints are of semi-truck traffic on the residential road. After many discussions with the City Attorney and comparing ordinances from around the state, I believe that we have created an ordinance to address the issue.

By amending Chapter 66 from Load and Weight Restrictions to Street Restrictions, we should be able to restrict certain types of vehicles from city streets as determined by ordinance change. The definitions used in this ordinance are taken from the State of Iowa Code 321.1, which is the definition section of the Motor Vehicles and Law of the Road code. This amendment will restrict motor trucks, aka semi, implement of husbandry, and special mobile equipment, i.e. construction equipment, from passing through a road. At this time only Pleasant Ridge Road is listed for restricting these types of vehicles, but it will not restrict these vehicles if they have a delivery upon said street. It will also not restrict light delivery trucks or school buses from any street.

RECOMMENDATION: Council consideration and discussion of the ordinance amendment to Chapter 66 of the City of Carroll Ordinance.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO LOAD AND WEIGHT RESTRICTIONS

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

SECTION 1. Chapter 66 of the Code of Ordinances of the City of Carroll, Iowa, 2011, is repealed and the following adopted in lieu thereof:

CHAPTER 66 STREET RESTRICTIONS

 66.01 Definitions 66.02Temporary Embargo 66.03 Permits for Excess Size and Weight 66.04 Load Limits Upon Certain Streets 	66.06 Truck Traffic Prohibited on Certain Streets66.07 Signs66.08 Penalty
66.05 Load Limits on Bridges	

66.01 DEFINITIONS

The following terms are defined for use in this chapter:

- 1. "Motor Vehicle" means a vehicle which is self-propelled and not operated upon rails.
- 2. "Motor Truck" means every motor vehicle designed primarily for carrying livestock, livestock remains or parts, merchandise, or freight of any kind.
- 3. "Light Delivery Truck" means any panel delivery truck or pick-up truck designed to carry merchandise or freight of any kind not to exceed two thousand (2,000) pounds.
- 4. "Special Mobile Equipment" means every vehicle not designed or used primarily for the transportation of persons or merchandise and incidentally operated or moved over the highways and streets.

5. "Implement of Husbandry" means every vehicle or special mobile equipment which is designed or used primarily for agricultural purposes.

66.02 TEMPORARY EMBARGO.

If the Council declares an embargo when it appears by reason of deterioration, rain, snow or other climatic conditions that certain streets will be seriously damaged or destroyed by vehicles weighing in excess of an amount specified by the signs, no such vehicles shall be operated on streets so designated by such signs.

(Code of Iowa, Sec. 321.471 & 472)

66.03 PERMITS FOR EXCESS SIZE AND WEIGHT.

The Police Chief may, upon application and good cause being shown therefor, issue a special permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight or load exceeding the maximum specified by State law or the City over those streets or bridges named in the permit which are under the jurisdiction of the City and for which the City is responsible for maintenance.

(Code of Iowa, Sec. 321.473 & 321E.1)

66.04 LOAD LIMITS UPON CERTAIN STREETS.

When signs are erected giving notice thereof, no person shall operate any vehicle with a gross weight in excess of the amounts specified on such signs at any time upon any of the following streets or parts of streets:

(Code of Iowa, Sec. 321.473 & 475)

- NONE -

66.05 LOAD LIMITS ON BRIDGES.

Where it has been determined that any City bridge has a capacity less than the maximum permitted on the streets of the City, or on the street serving the bridge, the Police Chief may cause to be posted and maintained signs on said bridge and at suitable distances ahead of the entrances thereof to warn drivers of such maximum load limits. No person shall drive upon said bridge any vehicle weighing, loaded or unloaded, in excess of such posted limit.

(Code of Iowa, Sec. 321.471)

66.06 TRUCK TRAFFIC PROHIBITED ON CERTAIN STREETS

No person shall operate a motor truck, implement of husbandry, or special mobile equipment upon the streets or portions of streets hereinafter designated except when making a delivery to a place located upon said street or portion thereof and this entrance shall be made from the nearest intersection where said delivery is to be made. Nothing in this section shall prevent the operation of light delivery trucks or school buses thereon.

STREET PORTION WHERE TRUCK TRAFFIC IS PROHIBITED

1. Pleasant Ridge Road

66.07 SIGNS

Enforcement of violators of this Chapter, shall not be effective unless and until signs are erected and maintained at each end of that portion of street or highway affected and identified in this Chapter.

69.08 PENALTY

Any person violating this Chapter shall, upon conviction, be subject to a fine of \$150 for the first offense. A second or subsequent violation within one year of the first offense, shall upon conviction, be subject to a fine of \$500.

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

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

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

Passed and approved this ______ day of ______, 2024.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

ATTEST:

Gerald H. Fleshner., Mayor

Laura A. Schaefer, City Clerk

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

Laura A. Schaefer, City Clerk



Width: 54"

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:** August 20, 2024
- **SUBJECT:** Echo Urban Renewal Plan
 - Public hearing on the proposed Echo Urban Renewal Plan
 - Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Echo Urban Renewal Plan
 - Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Echo Urban Renewal Plan

At the July 22 Council meeting, action was taken to proceed with creating an Urban Renewal Plan to support the development of a 21,000 square foot commercial building for Echo Group as well as the construction and installation of public improvements including an 8" water main. The memo that accompanied that resolution listed the steps needed to create the urban renewal plan and are discussed below.

On August 1, 2024, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County) to review the Echo Urban Renewal Plan. Mark Beardmore, Carroll County Board of Supervisors District 5 Representative, attended the meeting. No representatives from Carroll Community School District attended the meeting. The minutes are attached.

On August 14, 2024, the Planning and Zoning Commission reviewed the proposed Urban Renewal Plan and made a finding that the Plan is in "conformity with the general plan for the development of the municipality as a whole". The minutes are attached.

The notice of public hearing was published on August 16, 2024, in the Carroll Times Herald.

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

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

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

- Resolution adopting the Echo Urban Renewal Plan
- First reading of an Ordinance for the division of revenues under Iowa Code Section 403.19 for Echo Urban Renewal Plan

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA August 26, 2024 5:15 P.M.

Echo Urban Renewal Plan

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

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 <u>at least</u> 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.

August 26, 2024

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

Vacant:

* * * * * * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Echo Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that ______ written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

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

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

{Attach summary of comments here, or include summary of comments in meeting minutes} Council Member _______ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ECHO URBAN RENEWAL PLAN" and moved:

that the Resolution be adopted.

to defer action on the Resolution and the proposal to the meeting to be held at ______.M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS:

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO.

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

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

WHEREAS, this Council has caused there to be prepared a proposed 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 as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

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

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

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Echo Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and WHEREAS, by resolution adopted on July 22, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

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

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

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

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

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

Section 2. This Council further finds:

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

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

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

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

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

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

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

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

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

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

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

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 26th day of August, 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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EXHIBITS

- 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 <u>City of Carroll Comprehensive Plan</u>, 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. <u>Development Agreement with QRS Investments, L.L.C. (or a related entity</u>): 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. <u>Planning, Engineering Fees (for Urban Renewal Plans)</u>, 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

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 \$300,000 specific amount of debt to be incurred for the Eligible This does not include financing Urban Renewal Projects has not yet been determined. costs related to debt issuance. This document is for planning purposes only. The which may be incurred over the estimated project costs in this Plan are estimates only and life of the Area. 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:

I. FINANCIAL INFORMATION

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 ¹/₄ SE 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 ¹/₄ SE 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.

EXHIBIT B MAP OF URBAN RENEWAL AREA



02345788\10275-095

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)

02381682\10275-095

ECHO URBAN RENEWAL PLAN

for the

ECHO URBAN RENEWAL AREA

CITY OF CARROLL, IOWA

2024

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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 <u>City of Carroll Comprehensive Plan</u>, 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 <u>Comprehensive Plan</u>.

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. <u>Development Agreement with QRS Investments, L.L.C. (or a related entity</u>): 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. <u>Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees,</u> 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

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 \$300,000 specific amount of debt to be incurred for the Eligible This does not include financing Urban Renewal Projects has not yet been determined. costs related to debt issuance. This document is for planning purposes only. The which may be incurred over the estimated project costs in this Plan are estimates only and life of the Area. 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:

I. FINANCIAL INFORMATION

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 ¹/₄ SE 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 ¹/₄ SE 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.

EXHIBIT B MAP OF URBAN RENEWAL AREA



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MAP OF URBAN RENEWAL AREA



City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

AUGUST 1, 2024 10:00AM COUNCIL CHAMBERS, CITY HALL CITY OF CARROLL, 627 N ADAMS STREET CONSULTATION SESSION URBAN RENEWAL PLAN FOR THE ECHO URBAN RENEWAL AREA

Mark Beardmore, Carroll County Board of Supervisor District 5 Representative, attended the consultation. The Plan was reviewed with no comments being made.

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

No written comments were received.

Aaron Kooiker, City Manager

PLANNING AND ZONING COMMISSION MINUTES OF AUGUST 14, 2024

The Carroll Planning and Zoning Commission met in regular session on August 14, 2024, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Richard Boes, Ron Juergens, Mike Long, Ron Meiners, Jayne Pietig and Michelle Prichard. Absent: Sylvia Balk-Hanks, Shelley Diehl and Daniel Sturm. Also present: Aaron Kooiker, City Manager, David Bruner, City Attorney and Dan Hannasch, Fire Chief and Building/Fire Safety Official. Chairperson Meiners presided over the meeting.

MOTION by Juergens, second by Boes, to approve the minutes of the June 12, 2024, as mailed. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Diehl and Sturm. Motion carried 6-0.

* * * * * * *

* * * * * * *

City Manager Aaron Kooiker presented information regarding the Echo Urban Renewal Plan and stated the Carroll City Council referred the plan to the Planning and Zoning Commission to consider if the proposed Urban Renewal Plan is in conformity with the general plan for the development of the City of Carroll as a whole. No comments from the public, written or verbal, were presented and no one present opposed. MOTION by Juergens, second by Long, to recommend to the City Council approval of the Echo Urban Renewal Plan. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Diehl and Sturm. Motion carried 6-0.

MOTION by Juergens, second by Prichard, to adjourn at 5:18 PM. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Diehl and Sturm. Motion carried 6-0.

* * * * * * *

Ron Meiners, Chairperson

Aaron Kooiker, City Manager

ORDINANCE NO.

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

WHEREAS, the City Council of the City of Carroll, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. ______ passed and approved on the 26th day of August, 2024, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Echo Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

Lot 1, Lot 2 and Lot 4 all 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.

AND

Lot 3 of the SE ¹/₄ SE 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; and

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

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

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Carroll,

County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

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

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Carroll, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Carroll, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 298.19(i), Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

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

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

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

construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held ______, 2024, signed by the Mayor on ______, 2024, and published in the <u>Carroll Times Herald</u> on ______, 2024.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02381688\10275-095



FROM: Aaron Kooiker, City Manager

DATE: August 20, 2024

SUBJECT: Echo Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.
- Resolution approving and authorizing the execution of a Development Agreement by and between the City of Carroll and QRS Investments, L.L.C.

At the August 26 Council meeting, action was requested by Council to proceed with creating an Urban Renewal Plan to support a development/tax increment finance (TIF) rebate agreement with QRS Investments, L.L.C. related to constructing a 21,000 square foot commercial building and the public improvements of the installation of an 8" water main. Attached is a copy of the final Development Agreement that enables the proposed TIF rebate.

The Development Agreement outlines the terms and conditions of the agreement whereupon the Develop would complete of the Minimum Improvements and Public Improvements and the City would make up to five (5) Economic Development Grant payments to the Developer not to exceed the lesser of (i) the amount of the Public Improvements Costs or (ii) \$250,000.

The notice of public hearing was published on August 16, 2024, in the Carroll Times Herald.

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

STAFF RECOMMENDATIONS: After public hearing, Council consideration and approval of the resolution adopting the Development Agreement with QRS Investments, L.L.C.

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA August 26, 2024 5:15 P.M.

Echo Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with QRS Investments, L.L.C.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and 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 <u>at least</u> 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.

August 26, 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:

* * * * * * * * *

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

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

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

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

Whereupon, Council Member ______ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLL AND QRS INVESTMENTS, L.L.C.", and moved:

to defer action on the Resolution and the proposal to the meeting to be held at ______.M. on the _____ day of _____, 2024, at this place.

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

AYES:

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

that the Resolution be adopted.

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARROLL AND QRS INVESTMENTS, L.L.C.

WHEREAS, by Resolution adopted August 26, 2024, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Echo Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Echo Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Carroll County; and

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

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

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

and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

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

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

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

PASSED AND APPROVED this 26th day of August, 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)

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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. <u>Definitions</u>. 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:

<u>Agreement</u> 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.

<u>Certificate of Completion</u> means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

<u>City</u> means the City of Carroll, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

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

<u>Construction Plans</u> 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.

<u>Developer</u> means QRS Investments, L.L.C., an Iowa limited liability company, and its permitted successors and assigns.

<u>Development Property</u> means that portion of the Urban Renewal Area described in Exhibit A.

<u>Echo Urban Renewal Tax Increment Revenue Fund</u> 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.

<u>Economic Development Grants</u> means the payments to be made by the City to Developer under Article VIII of this Agreement.

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

<u>Full-Time Equivalent Job</u> 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.

<u>Minimum Improvements</u> 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.

<u>Mortgage</u> 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.

<u>Net Proceeds</u> 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.

<u>Ordinance</u> 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.

<u>Project</u> means the construction of the Minimum Improvements and the Public Improvements as described in this Agreement.

<u>Public Improvement Costs</u> 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.

<u>Public Improvements</u> 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.

<u>QRS Investments, L.L.C. TIF Account</u> 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.

<u>Tax Increments</u> 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.

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

<u>Unavoidable Delays</u> 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).

<u>Urban Renewal Plan</u> 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. <u>REPRESENTATIONS AND WARRANTIES</u>

Section 2.1. <u>Representations and Warranties of the City</u>. 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. <u>Representations and Warranties of Developer</u>. 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.

1. 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. <u>CONSTRUCTION OF MINIMUM IMPROVEMENTS</u> <u>AND PUBLIC IMPROVEMENTS</u>

Section 3.1. <u>Construction of Minimum Improvements and Public Improvements</u>. 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. <u>Construction Plans</u>. 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. <u>Commencement and Completion of Construction</u>. 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. <u>Dedication of Public Improvements</u>. 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. <u>Bonding Requirements.</u> 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. <u>Maintenance Easement</u>. 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. <u>Real Property Taxes</u>. 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. <u>INSURANCE</u>

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. <u>Maintenance of Properties.</u> 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. <u>Maintenance of Records</u>. 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. <u>Compliance with Laws.</u> 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. <u>Non-Discrimination</u>. 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. <u>Available Information</u>. 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. <u>Employment.</u> 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 Improvement 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.

Annual Certification. To assist the City in monitoring this Agreement and Section 6.7. 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. <u>Term of Operation.</u> 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. <u>Developer's Certification of Public Improvement Costs.</u> 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. <u>Developer Completion Guarantee.</u> 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. <u>Economic Development Grants</u>. 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:

Date	Amount of Economic Development Grants
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. <u>Maximum Amount of Grants.</u> 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. <u>Limitations.</u> 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. <u>Certification of Public Improvement Costs.</u> 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. <u>Conditions Precedent.</u> 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 Development

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. <u>Use of Other Tax Increments</u>. 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. <u>Release and Indemnification Covenants</u>.

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. <u>REMEDIES</u>

Section 10.1. <u>Events of Default Defined</u>. 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. <u>Remedies on Default</u>. 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. <u>No Remedy Exclusive</u>. 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. <u>No Implied Waiver</u>. 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. <u>Agreement to Pay Attorneys' Fees and Expenses</u>. 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. <u>Conflict of Interest</u>. 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. <u>Notices and Demands</u>. 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

- 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. <u>Titles of Articles and Sections.</u> 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. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

Section 11.6. <u>Entire Agreement</u>. 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. <u>Successors and Assigns</u>. 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. <u>Termination Date</u>. 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. <u>Memorandum of Agreement</u>. 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. <u>No Third-Party Beneficiaries</u>. 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

Ву: _ Greg Johnson, Manager

STATE OF IOWA) SS COUNTY OF $\frac{P_{3+1}}{2}$)

This record acknowledged before me on $\underline{July / 3}$, 2024 by Greg Johnson as the Manager of QRS Investments, L.L.C.

Notary Public in and for said state

SUSAN WOLZ Commission Number 777977 MY COMMISSION EXPIRES APRIL 15, 2025 SARIAL €2

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:

<u>LOT 4</u>

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 THEPOINT 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

<u>Minimum Improvements</u> 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.

<u>Public Improvements</u> 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 and running parallel to the highway 71 public right of way to the northeast corner of the Development Property and running parallel to the highway 71 public right of way to the northeast 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

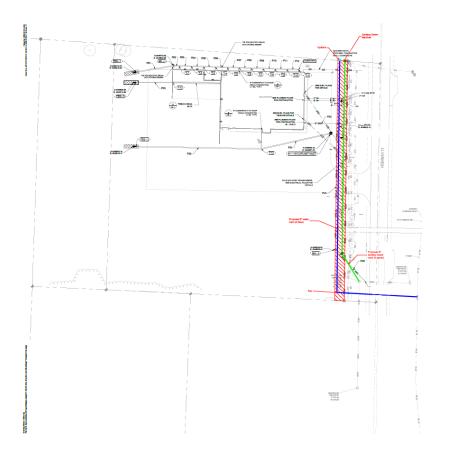




EXHIBIT C <u>CERTIFICATE OF COMPLETION</u> <u>MINIMUM IMPROVEMENTS</u>

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:

<u>LOT 4</u>

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 THEPOINT OF BEGINNING 496.3 FEET, EXCEPT LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14.

AND

<u>LOT 1</u>

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: _[<mark>DO NOT SIGN UNTIL</mark> IMPROVEMENTS COMPLETED] ___ Mayor

ATTEST:

By: _[<mark>DO NOT SIGN UNTIL</mark> 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]

(SEAL)

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:

<u>LOT 4</u>

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 THEPOINT OF BEGINNING 496.3 FEET, EXCEPT LOT 1 OF THE NE 1/4 SE 1/4 OF SECTION 14.

AND

<u>LOT 1</u>

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]

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

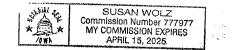
[Signature page to Memorandum of Agreement for City of Carroll]

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

By: Greg Johnson, Manager

STATE OF IOWA) COUNTY OF $\underline{P_{3++}}$)

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



Notary Public in and for said state

My commission expires: April 15, 2025

[Signature page to Memorandum of Agreement for Developer]

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_:
May1, 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 ______, 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	Engineering,	Construction	Drainage,	Miscellaneous
Cost	Plans,	Costs	Landscaping,	
Category	Specifications		Grading	
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 of QRS Investments, L.L.C.	, 2024 by	as the
Nota	ry 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 Aaron Kooiker, City Manager MEMO TO: Laura A. Schaefer, Finance Director/City Clerk FROM: **DATE:** August 20, 2024 **SUBJECT:** General Obligation Capital Loan Notes, Series 2024B (Reimbursement Resolution) Resolution declaring an official intent under Treasury Regulation 1.150-2 to • issue debt to reimburse the City for certain original expenditures paid in connection with the CBD Street Resurfacing - 2024 Project and US 30 **Traffic Signals Project**

At the June 10 Council meeting, Council awarded a construction contract to Ten Point Construction Co., Inc. for the CBD Street Resurfacing – 2024 Project. The FY 2025 Budget also includes funding for design services for the US 30 Traffic Signals Project. Proposed funding for these projects is a debt issuance Fall of 2024. Completion of the CBD Street Resurfacing - 2024 Project is estimated to be November 1, 2024, and the US 30 Traffic Signals Project is scheduled for FY 2026.

There likely will be some project expenses paid for these projects prior to the debt being issued that the City will want to use the debt proceeds to pay those expenses. Attached is a resolution declaring an intent to reimburse some of the previously paid project expenditures with debt proceeds when the debt is issued. In order to be in compliance with IRS regulations and use tax-exempt debt proceeds to reimburse the City for the above-mentioned expenditures, Council would need to declare an official intent. To be effective, it must be adopted within 60 days after the funding of an expenditure that is expected to be reimbursed from the note issuance. It should be noted that architectural, engineering, and survey costs, which do not exceed 20% of the issuance amount, are not subject to the reimbursement rules meaning they can be reimbursed with bond proceeds even if they were originally paid longer than 60 days before adopting the reimbursement resolution.

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

RECOMMENDATION: Council approval of the attached resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with the CBD Street Resurfacing – 2024 Project and the US 30 Traffic Signals Project

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

General Obligation Capital Loan Notes, Series 2024B

• Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified Projects.

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

August 26, 2024

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 N. 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 ______ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member ______ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION NO.

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

Project	Fund from which original expenditures are to be <u>Advanced</u>	<u>Total</u> <u>Estimated</u> <u>Cost</u>	Amount of Borrowing Anticipated	Estimated Date of Completion
CBD Street Resurfacing – 2024 Project	C.P. – Streets	\$2,500,000	\$2,500,000	November 1, 2024
US 30 Traffic Signal (design services)	C.P. – Streets	\$60,000	\$60,000	June 30, 2025

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 26th day of August, 2024.

Mayor

ATTEST:

City Clerk

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 August, 2024.

City Clerk, City of Carroll, State of Iowa

(SEAL)



- **MEMO TO:** Honorable Mayor and City Council Members
 - FROM: Aaron Kooiker, City Manager
 - **DATE:** August 20, 2024
- **SUBJECT:** Downtown Façade Grant Approvals

City Council approved \$150,000.00 for downtown façade matching funds grants. Those grants were for a maximum of \$25,000.00. As of August 1, 2024, the City received six (6) applications. All 6 applications were good applications. Kimberly Tiefenthaler, John Perrin and myself scored all of the applications. Our recommendations are as follows:

- <u>529 N Adams Street</u> (current occupant is the Buckle) requested assistance in tuckpointing the building. The owner also acknowledged the need to improve the look of the building along HWY 30. He is also going to be looking at adding upstairs housing to the two stories above the main floor. The quote for the tuckpointing is \$54,527.00. As this is a prominent building on Adams Street as you enter the business district and the building owner would like to do more to make the building look better, the Committee felt assisting with this building maintenance was justified. The Committee recommends fully funding this project for \$25,000.00.
- 2. <u>529 N Main Street</u> (current occupant is Brothers on Main) requested assistance for tuckpointing their building as well. As with the Buckle building, the committee feels this is a prominent building in the downtown and needs assistance with the maintenance. The building owner is also planning on replacing the plywood and paint where windows have been in the past. The committee is going to recommend to the owner that the Downtown Design Guide would like to see windows replaced in their original fashion. The quote for tuckpointing was \$48,703.00, so total reimbursement would be \$24,351.50. The Committee recommends fully funding this project.
- 3. <u>601 N Main Street</u> (current occupants are Renew Covenant Church/The Family Resource Center/Carroll Area Childcare Center and Preschool) is requesting assistance in removal of HVAC/exhaust duct from existing window and removal of cooking exhaust apparatus as well as replacing boarded up and broken windows on the south and west side of the building. As with the Buckle building, this is the beginning of improvements to this building. The committee felt this was a worthy project. While it won't be a transformative project, it will improve the appearance from HWY 30. The total project cost is \$26,853.00. The Committee recommends fully funding the request at \$13,426.50.
- 4. <u>213 W 4th Street</u> (current occupant is Relic Sports LLC) is requesting for signage of a new business in Thomas Plaza. While some of the costs are to go toward improvements to the canopy, some of the signage does not meet the Downtown Design Guide recommendations. The

Committee felt that this project was important to assist a new business; however, some of the signage is not recommended to be funded. The total project is \$8,000.00. The Committee recommends funding \$3,100.00.

- 5. **514 N Adams Street** (current occupant is Promesing Image Salon & Spa), is requesting for an entire façade change. The proposed project is to add more windows to the store front, new business logo in black metal, back lit sign with LED lights, black seam steel canopy across entire front of business and adding new tile or epoxy entrance. This project is really going to transform this business space. The entire project is estimated to be \$62,230.00. The Committee is recommending to fully funding the project at \$25,000.00.
- 6. 519/521 N Main Street (519 N Main is vacant and 521 N Main is a fitness studio), has requested the façade grant to fully remake the front of this store front. This project is going to remove the vinyl and metal siding and restore the brick behind. All glass and doors are going to be replaced for a consistent design with larger windows better suited for retail space. Signage is not part of this project but some lighting on the front of the building will be installed. This project is very transformative in nature for this space and the committee feels will improve the look of this building and improve the Main Street retail space. The total project cost for this project is \$94,160.00. The Committee recommends fully funding this project at \$25,000.00.

The Committee intends to send out awards letters after the approval of Council indicating reasons why some funds were not granted but also explaining the next step in the process including authorizing contracts with the business owners, which will be done by City Manager Aaron Kooiker and City Attorney Dave Bruner. After the contracts have been signed, projects have been started and the owner has expended funds, receipts will be required for the City to reimburse the owners.

The Committee believes this will really start a new phase in improving the downtown business space.

RECOMMENDATION: Council consideration and approval of all projects as recommended by the Dowtown Façade Grant Program Committee and authorize the execution of contracts with the business owners.

2024 City of Carroll Downtown Façade Improvement Grant Application Form

Building Address:	529 North Adams	
Property Owner:	Jon Abegglen Company Name (if applicable	e)
	Individual's Name Representi	ng the Owner
	3114 8 th Ave	
	Mailing Address	
	308 233 4798	jwa_68845@yahoo.com
	Phone Number	Email Address
Applicant:	Name (If not property owner)	
	Mailing Address	
	Phone Number	Email Address
Architect or General Contractor:	<u>To be determined, waiting on f</u> <u>be done.</u> Name	Formal estimates from contractors on work to
	Phone Number	Email Address

Total Project Cost: We are estimating \$45,000 to \$50,000 repairs and tuckpointing, and windows on north, east and west \$100,000.

Grant Requested: We would request up to \$25,000.

(50% to a Maximum of \$25,000)

Description of the Proposed Improvements

We need to repair the parapet wall area at the top of the building in several areas and have the buildings tuckpointing assessed and have the work needed to bring the building up to standards. We will also be sealing the building with a clear sealer that will add life to it.

We are also looking at window repair and replacement or upgrades on the east, north and west side windows. The west side that faces Hi Way 30 is not good, and we believe it needs to have a better appearance. Windows will certainly be a welcome addition.

I have also been in contact with the Buckle and inquiring as to their desire to upgrade the façade/awning on the east.

These proposed initial improvements would take place over a period of time (1 year) and would be the first step in redeveloping this building. Our goal would be to create downtown living apartment/condos in the upper two stories of the building if I could find a local investor to partner with me to develop the upper stories.

Required Attachments:

Please attach the following:

- 1. A photograph of the façade(s) to be improved.
- 2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
- 3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
- 4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

Applicant's Signature

Signature

Jon Abegglen

Printed Name

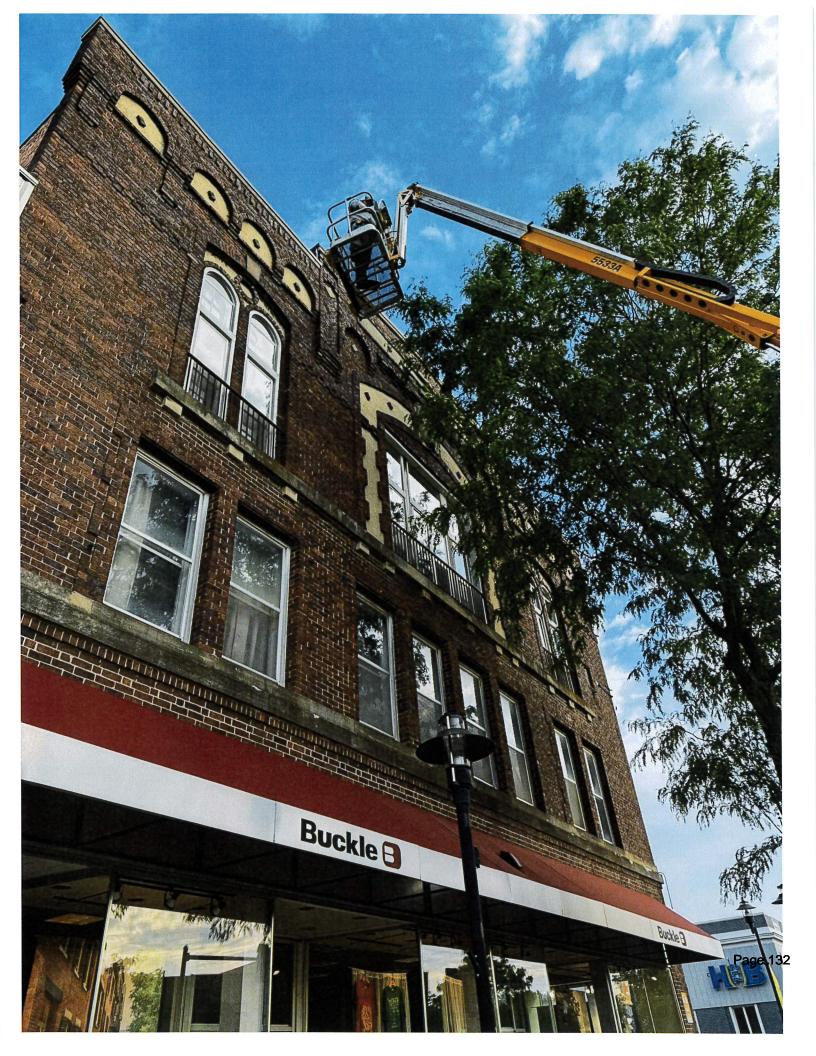
Jon Abegglen

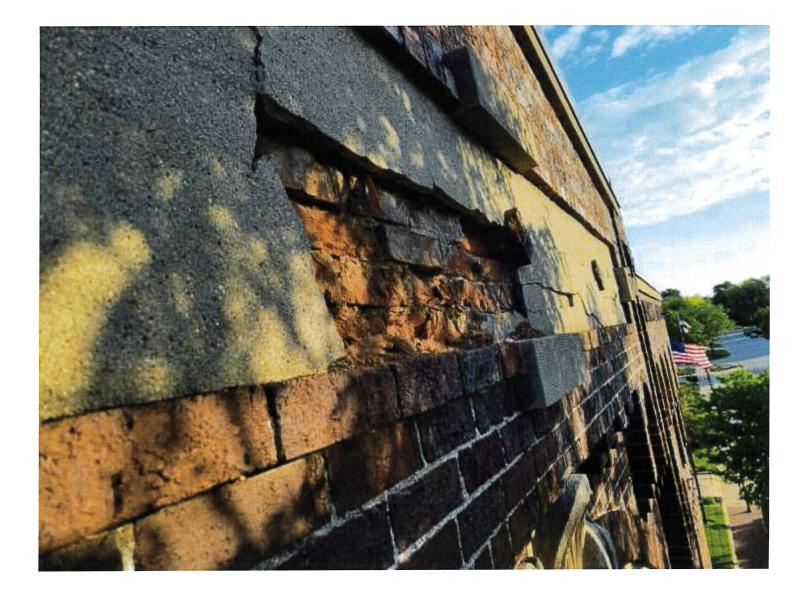
Representing (Company)

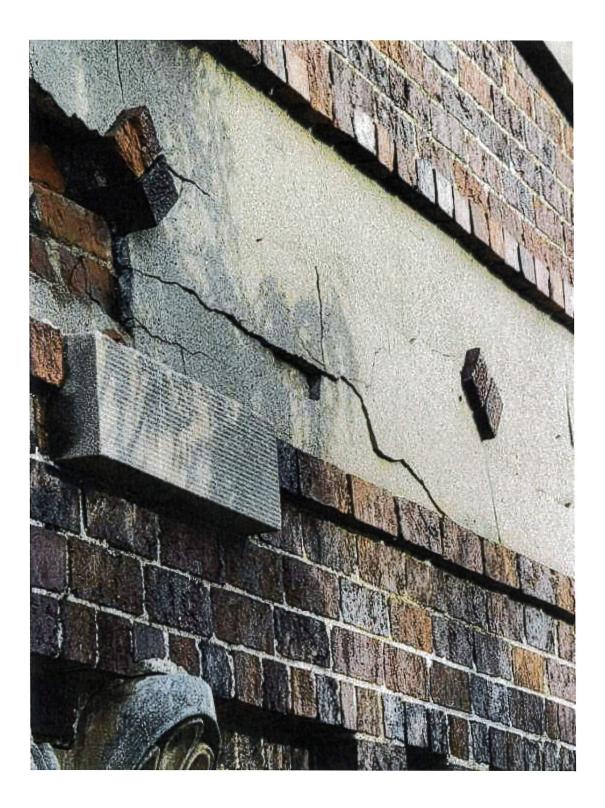
To Be Filled Out by City Staff

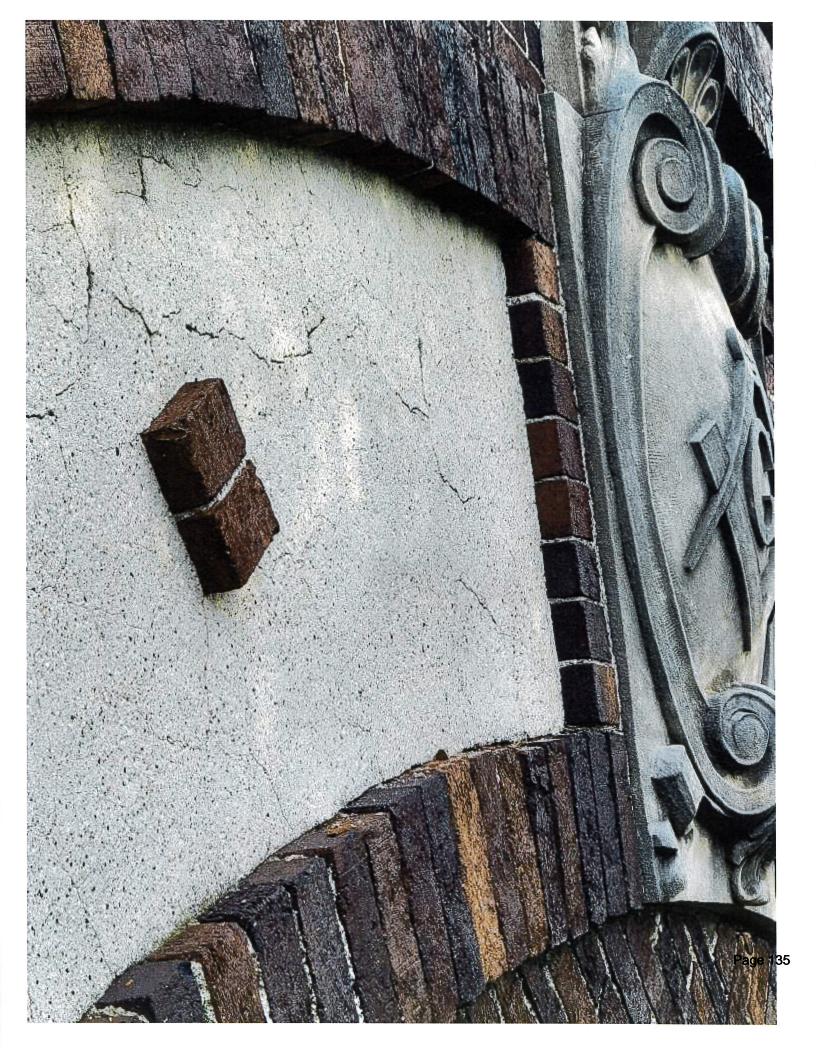
Grant Eligibility (50% to Maximum of \$25,000)

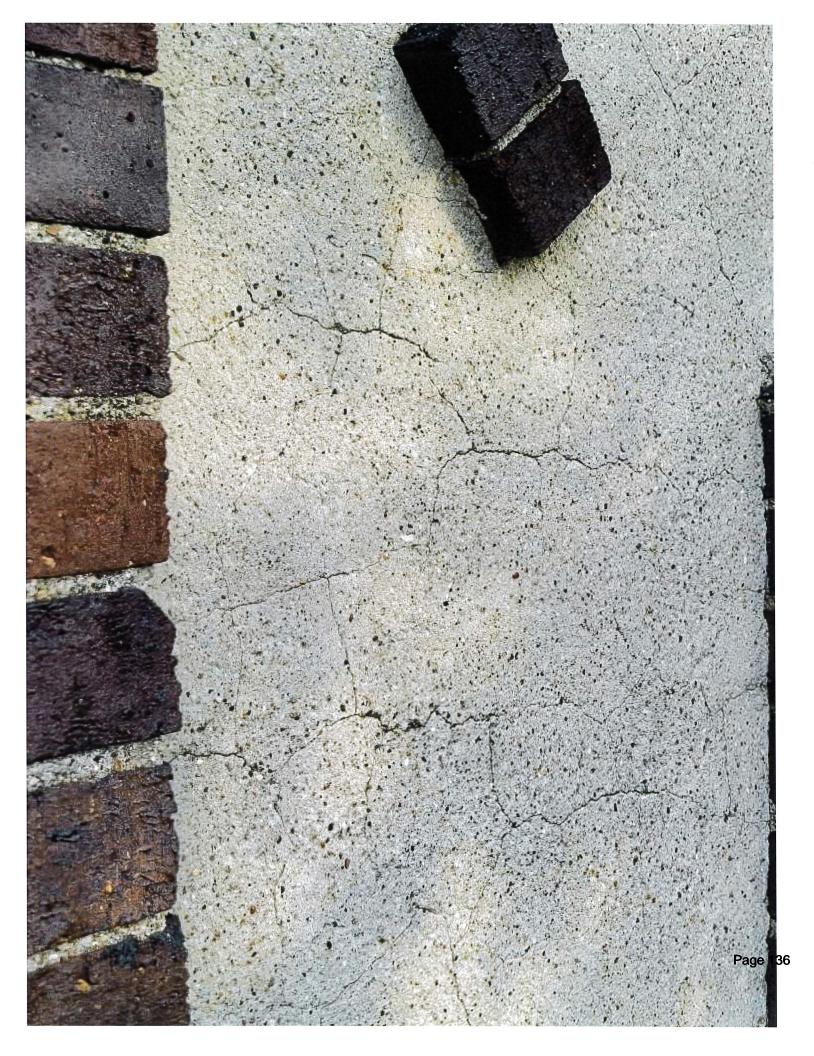
Description of the Improvements	 Attached
Façade Photographs	 Attached
Cost Estimate	 Attached
Signage Drawing/Photos	 Attached
Sufficient Information	 Yes or No (Additional Info Requested)
Committee Review	 Recommended for Approval

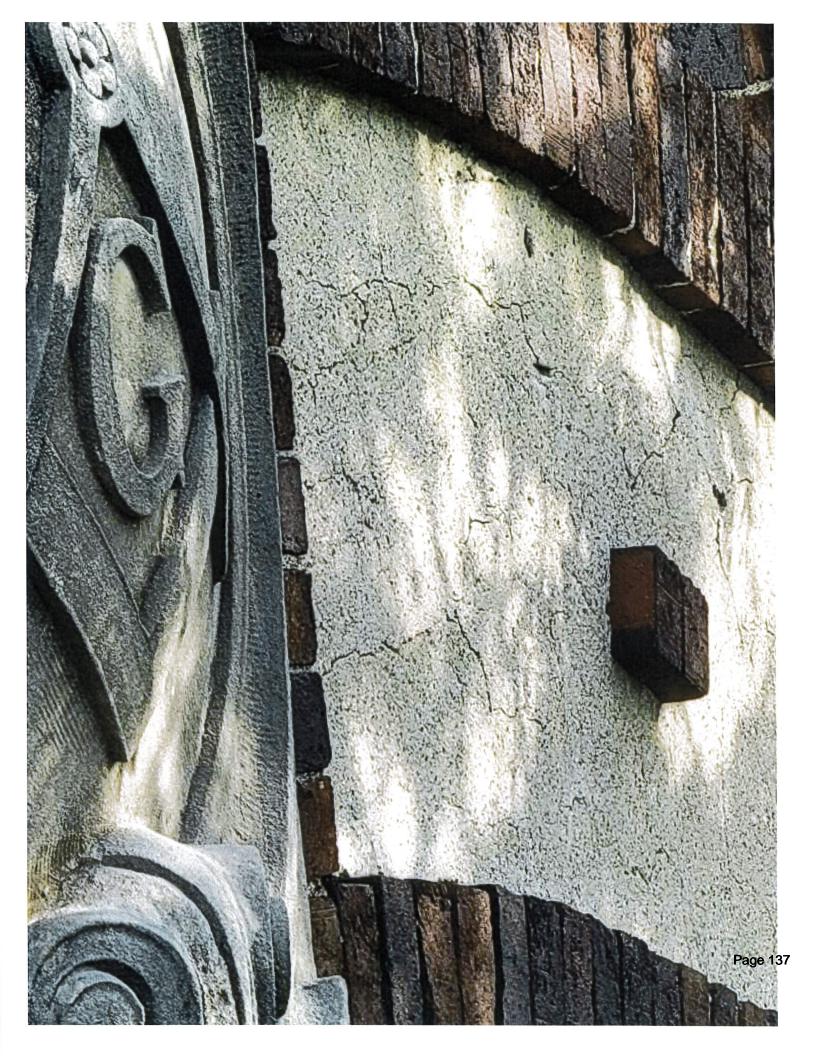












Andrew Tuckpointing LLC

Ben South, owner

2429 P Avenue Clarinda, IA 51632 Andrewtuckpointing@gmail.com

Office (712) 542-1236

Cell (712) 303-7758

August 6, 2024

Dear Carroll Buckle,

Please accept this document as the proposal, per your request, to repair the masonry exterior of the Buckle store. Listed below are the steps we will take to perform the work.

WATERPROOFING: After sufficient time has passed for all newly installed mortar to cure properly, Siloxane PD from PROSOCO a transparent waterproofing chemical for brick will be applied to all masonry in strict accordance to the manufacturers written directions.

POWER-WASH: All masonry on all elevations will be power-washed using high-pressure cold water spray.

TUCKPOINTING AS NEEDED: All masonry will be inspected for missing, broken, open or otherwise defective mortar joints. All joints determined to be defective will be ground out to a minimum depth of ½ inch or as much more is needed to reach solid backing. All ground joints will then be flushed to remove dust from the grinding process. New type "O" mortar colored to match the surrounding will be packed firmly into the open joints and struck concave with strong hand pressure. All new mortar will be brushed to achieve a water-tight mortar to brick bond. After proper time has passed for the new mortar to cure, Sure-Klean 600 masonry detergent will be used, if needed, to remove mortar smears.

NORTH ELEVATION: There is not much tuckpointing that needs to be done on this elevation. Around 20 SF of tuckpointing will be performed. We will caulk the existing expansion joints and the baseline joint between the brick wall and concrete at the bottom of the building. Then power wash and waterproof all masonry surfaces.

WEST ELEVATION: Up to 300 SF of tuckpointing will be performed and we will power wash and waterproof the elevation. Overall, the building looks to be in good shape

EAST ELEVATION: The parge coated section of this elevation above the entryway is failing. We will remove all existing parge coating in that section and replace it with new mortar. We will use masonry glue and color the mortar to match as closely as possible. We will then tuckpoint around 30 SF, caulk the joints around the stone, and power wash and water proof the elevation.

SOUTH ELEVATION: We will tuckpoint up to 400 SF on this elevation and power wash and waterproof the wall when finished.

We have a two-year warranty on all work performed. The warranty starts at the completion of the project.

If there is any work that needs to be performed that's not listed above, I will stop all work and contact the proper board members and explain the situation and we will come up with a resolution.

This project does not recognize Iowa/Missouri prevailing wage regulations

The price below includes all time and material for this project. If there are any other questions, please let me know.

Carroll IA Buckle: \$54,527 (Fifty Four Thousand Five Hundred Twenty-Seven Dollars)

Bogo Ja-

Ben South Owner

Accepted By:	
Company:	 Andrew Tuckpointing LLC
Printed Name:	
Signature & Date:	

*Upon acceptance please sign and return two copies for execution

2024 City of Carroll Downtown Façade Improvement Grant Application Form

529 N. Main Street Building Address: Brothers on Main Property Owner: Company Name (if applicable) Bill - Mike - Ben Badeing Individual's Name Representing the Owner 529 N. Main Carroli IA 51401 Mailing Address 712830-1251 heather mcb@hotmail.con Phone Number **Email Address** Same Applicant: Name (If not property owner) Mailing Address Phone Number Email Address Architect or General Contractor: Name

Phone Number

Email Address

Total Project Cost:	€ 48703 ⁰
Grant Requested:	[€] 24, 352 [€] (50% to a Maximum of \$25,000)

Description of the Proposed Improvements

Remove old mortar + install new on brick On north Side of building. Install new plywood + paint where windows have been in the past.

Required Attachments:

Please attach the following:

- 1. A photograph of the façade(s) to be improved.
- 2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
- 3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
- 4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

Applicant's Signature

Signature

Saddino Printed Name

Brothers On Main Representing (Company)

To Be Filled Out by City Staff

Grant Eligibility (50% to Maximum of \$25,000)

Description of the Improvements	· · · · ·	Attached
Façade Photographs		Attached
Cost Estimate		Attached
Signage Drawing/Photos		Attached
Sufficient Information		Yes or No (Additional Info Requested)
Committee Review		Recommended for Approval

Wolfe General Construction

20303 US Hwy 71 Carroll, IA 51401 US lucaswolfe012@gmail.com

Estimate

セン・チオン

ADDRESS	ESTIMATE	1693
、Brothers	DATE	07/20/2023
529 Nmain St.		
carroll, iowa 51401		

Tuck Point	Remove old mortar from brick and install new mortar on north wall of bar. Clean brick and inspect for structure issues. Side walk will be shut down for two weeks while work is being completed. 4807 sqft Machine cost and transport. Cost for mortar and materials for grinding		1	36,895.00 3,000.00	36,895.00
Services					
materials			1	8,808.00	8,808.00
Deposit of 4400.00 to purchase materials due middle of august. Rest of cost will be billed bi weekly or upon completion. If job is under time then bill will be less. (1 week)		SUBTOTAL	~~~~~	********	48,703.00
		TAX			0.00
		60 100 110 100 100 100 100 100 100 100 1	****		an ar ar ar ar ar ar ar an an an an an an

Accepted By

Accepted Date



Mr. Aaron Kooiker City of Carroll, City Manager 627 N Adams St. Carroll, IA 51401

Dear Mr. Kooiker:

Renew Covenant Church is pleased to submit a request to the City of Carroll for the Downtown Façade Improvement Grant. The proposed improvements are estimated at \$26,853.00. Enclosed is one original signed application and two (2) copies of the proposal for your convenience. Should you require any follow up, please reach out to me.

Sincerely,

al.

Tim Hawkinson Pastor, Renew Covenant Church (209) 648-7617 thawkinson2002@gmail.com

> Renew Covenant Church 601 N. Main St. Carroll, IA 51401

2024 City of Carroll Downtown Façade Demonstration Grant Application Form

Building Address:

601 Main St. Carroll, IA 51401

Property Owner:

Renew Covenant Church Company Name (if applicable)

Tim Hawkinson

Individual's Name Representing the Owner

601 Main St. Carroll, IA 51401 Mailing Address

(209) 648-7617 Phone Number thawkinson2002@gmail.com

Email Address

Applicant:

Name (If not property owner)

Mailing Address

Phone Number

Email Address

Architect or General Contractor: Tim Hawkinson

(209) 648-7617

Phone Number

thawkinson2002@gmail.com

Email Address

Page 146

1

Total Project Cost: \$26,853.00

Grant Requested: \$13,426.50

(50% to a Maximum of \$50,000)

Description of the Proposed Improvements:

The Renew Covenant Church (Renew) building is situated prominently in the downtown business district of Carroll. The original building, built in 1936, was a central gathering place for the Knights of Columbus and has housed various businesses over the years. Renew purchased the building in 2019, and since that time, has invested in many major repairs and updates to the interior.

In addition to the adult, children and youth church ministry, the building is home to some of Carroll's most vital nonprofits including The Family Resource Center (FRC) and Carroll Area Child Care Center and Preschool (CACCCP). Additionally, New Hope Village clients use donated space for special meetings and events. Conservatively, we estimate that 400+ people utilize the building every single week.

Until recently, Lincoln Highway Trading Company was a tenant of the church. Renew intends to fill that now-vacant space with a novel venture intended to expand the downtown family-friendly gathering spaces. The vacant space, formerly known as Lincoln Highway Trading Co., is currently re-branded as The West End.

To beautify and enhance this historic cornerstone of downtown Carroll, Renew proposes crucial upgrades to the building, specifically to The West End façade, across the alley from Availa Bank. The West End façade and its entryway serves as an essential pathway for heavy foot traffic for visitors to Renew, CACCCP and FRC. Moreover, the West End façade is conspicuously visible to Availa Bank patrons and to people frequenting shops on Adams Street (see letter of support from Availa Bank).

Proposed improvements to The West End façade include the following essential components:

- Replace boarded up and broken windows
- Remove HVAC/exhaust duct from existing window and re-route ductwork
- Remove cooking exhaust apparatus

This grant application seeks funding to support these transformative renovations that will elevate the visibility and functionality of downtown Carroll for residents and visitors alike.

The General Contract (Tim Hawkinson) solicited bids from local contractors for all the proposed work. If requested, we are happy to share those separate bids with the City of Carroll.

See attached photos (5#) that identify the proposed improvements and the corresponding cost estimates found here:

Item #	Estin	nated Cost	Location	Description		
1A	\$	11,342.00	The West End façade	Replace large boarded up window		
1B	\$	10,920.00	The West End façade	Replace 4 boarded up lower windows		
1C	\$	582.00	Southside adjacent to Highway 30	Replace broken window on the south side of The West End		
2	\$	1,000.00	The West End façade	Remove cooking exhaust apparatus which is no longer in use		
3	\$	3,009.00	The West End façade	Move HVAC outlet from window while replacing window; re-route HVAC outlet		
e	\$	26,853.00	TOTAL			

Note: These costs correspond with attached labeled photos

Required Attachments:

Please attach the following:

- 1. A photograph of the façade(s) to be improved.
- 2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
- 3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
- 4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

Applicant's Signature

Signature

Timothy E. Hawknsan Printed Name

<u>Lenen</u> Covenant Clurch Representing (Company)

3

To Be Filled Out by City Staff

Grant Eligibility (50% to Maximum of \$50,000)

Description of the	
Improvements	Attached
Façade Photographs	Attached
Cost Estimate	Attached
Signage Drawing/	Attached
Photos	
Sufficient Information	Yes or No (Additional Info Requested)
Committee Review	Recommended for Approval



The Knights of Columbus Building, ca. 1936













126 West 6th St Carroll, Iowa 51401 availa.bank

July 26, 2024

Aaron Kooiker City of Carroll, City Manager 627 N. Adams St. Carroll, IA 51401

Dear Mr. Kooiker,

On behalf of Availa Bank, I am writing in support of Renew Covenant Church's application for a 2024 Carroll Downtown Façade Improvement Grant.

Availa has been in downtown Carroll since 1870 and our commitment continues for local businesses, farmers and individuals. Originally located on the corner of 5th and Adams St. and since 1960's on the corner of Adams St & Hwy 30, we are extremely supportive of the city of Carroll's interest in revitalizing our historic downtown neighborhood and we are proud to be located in the heart of this vibrant community where we can collaborate with neighboring businesses to make crucial upgrades and renovations.

Renew Covenant Church, our closest neighbor, is located east of Availa Bank and we share the alley between our buildings. The church building is highly visible to Availa Bank customers as they come and go into our parking lot and through our drive-up lanes. More importantly, the church building façade is directly visible from downtown businesses, as well as to those people traveling along Highway 30 and along Main St.

Availa Bank fully endorses the work proposed by Renew Church and is excited by the anticipated repairs to their building façade. The improvements suggested by Renew will significantly enhance the aesthetics of Carroll's downtown.

We strongly encourage the City of Carroll to approve and fully fund Renew's grant request.

Sincerely,

Donald E Neary Vice President Availa Bank





2024 City of Carroll Downtown Façade Improvement Grant Application Form

Į.

Building Address:	213 W 4th st Carroll	
Property Owner:	Relic Sports LLC Company Name (if applicable)
	Ryan Gallegos	
	Individual's Name Representir	ng the Owner
	213 W 4th st Carroll	
	Mailing Address	
	3177147792	ryan@relicsportscards.com
	Phone Number	Email Address
Applicant:	Ryan Gallegos Name (If not property owner)	
	213 W 4th St Carroll	
	Mailing Address	
	3177147792	ryan@relicsportscards.com
	Phone Number	Email Address
Architect or General Contractor:	I Saw the Sign LLC	
	7127923701 Phone Number	chelsea@isawthesignllc.com Email Address

Total Project Cost: <u>\$8,000</u>	
Grant Requested: \$4,000 (50% to a Maximum of \$25,000)	
Description of the Proposed Improvements	
Signage for windows, doors and above door. Canopy above door.	

Required Attachments:

Please attach the following:

- 1. A photograph of the façade(s) to be improved.
- 2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
- 3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
- 4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

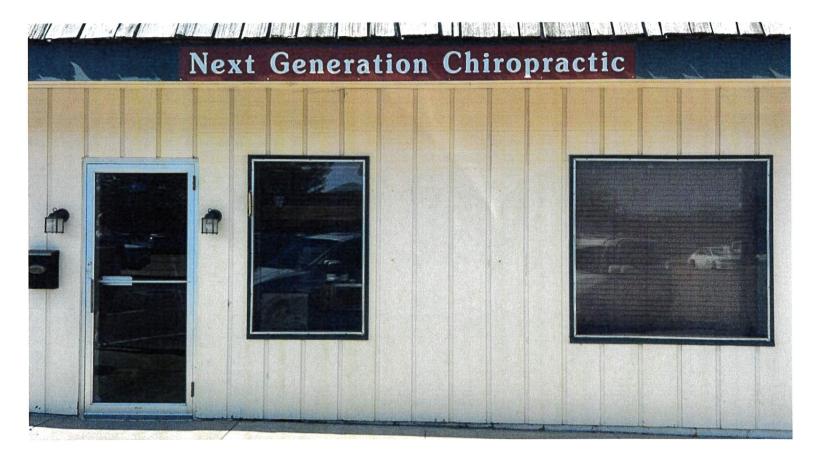
Applicant's Signature Signature

Ryan Gallegos

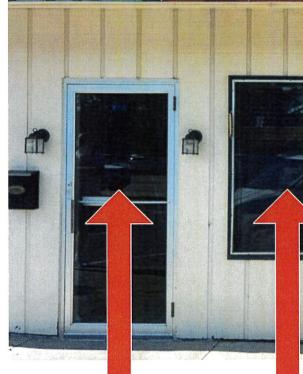
Ports LLC. Representing (Company)

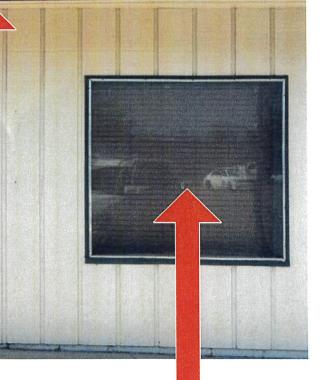
To Be Filled Out by City Staff

Grant Eligibility (50% to Maximum of \$25,000)		
Description of the Improvements	 Attached	
Façade Photographs	 Attached	
Cost Estimate	 Attached	
Ciana an Drawing/Dhotog	Attached	
Signage Drawing/Photos	 Attached	
Sufficient Information	 Yes or No (Additional Info Requested	d)
Committee Review	 Recommended for Approval	



Next Generation Chiropractic





BUSINESS SIGN:

Sign above business featuring Relic Sports Card name with graphics in background

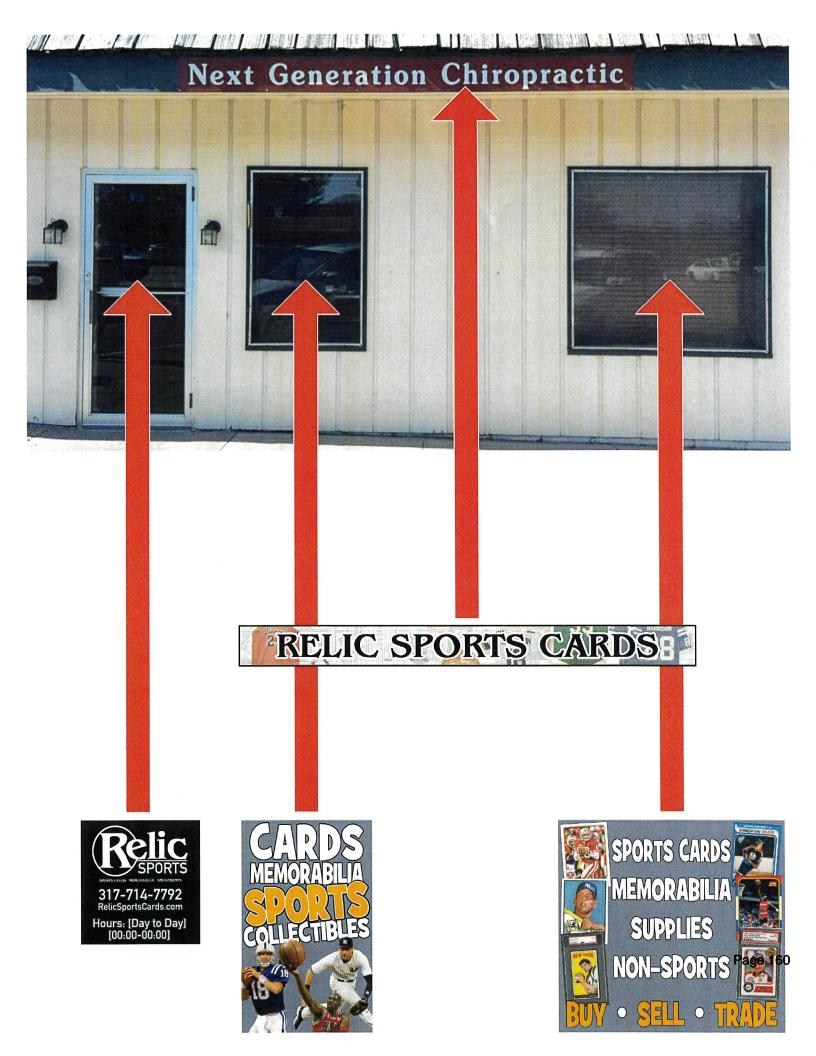
DOOR DECAL: Relic Sports Cards logo Website Phone Number **Business Hours**

WINDOW 1 DECAL:

Graphics featuring professional athletes as well as words describing what Relic Sports offers

WINDOW 2 DECAL:

Graphics featuring professional athletes as well as words describing what Relic Sports Cards offers



Relic Sports Sign Proposal- Itimized Estimate

\$900
\$1,700
\$2,300
\$1,200
\$1,100
\$800

Project Total

\$8,000.00

Estimate inclueds remova of existing plexi glass and installation of new. Removal of old sinage and installation of new Instalattion of new addition canopy above front door

2024 City of Carroll Downtown Facade Demonstration Grant Application Form

Building Address:

514 N. Adams

Property Owner:

Promesing Image Salon + Spa Company Name (if applicable)

MARIA PROMES

Individual's Name Representing the Owner

SIY N. ADAMS ST.

Mailing Address

Phone Number

712-830-5873promesingimate gmail.comPhone NumberEmail Address

Applicant:

Name (If not property owner)

514 N. Adams Mailing Address

<u>712-792-4305</u> Phone Number Email Address

Architect or General Contractor:

JASON HEUTON Name

<u>712 - 830 - 3049</u> jayheuton Chotmail.com Phone Number Email Address

Total Project Cost:	\$ 62,230.00	
5	,	

Grant Requested: $\frac{\cancel{31,115.00}}{(50\% \text{ to a Maximum of $100,000})}$

Description of the Proposed Improvements

By upduting our store front, we envision a clean, elegant look that has both an eye catching curb appeal and keeping our look modern, fresh, and up to date. This includes ... - White ship lap on upper top - New business logo in black metal 12-14 foot wide + 4 foot tall - back lif sigh with LED lights and timers for lights - black seam steel canopy across enfire front over windows - new glass windows and door (replace existing) - adding additional windows left of current windows. - new tile or a poxy entrance

Required Attachments:

Please attach the following:

- 1. A photograph of the façade(s) to be improved.
- 2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
- 3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
- 4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

Applicant's Signature

Signature

PROMES

Printed Name

PROMESING IMAGE SALON & SPA

Representing (Company)

To Be Filled Out by City Staff

Grant Eligibility (50% to Maximum of \$100,000))	
Description of the Improvements		Attached
Façade Photographs		Attached
Cost Estimate		Attached
Signage Drawing/Photos		Attached
Sufficient Information		Yes or No (Additional Info Requested)
Committee Review		Recommended for Approval

Estimate

Heuton Construction 13913 Phoenix Ave Carroll IA Jason ---830-3049 John----830-5223

7/30/24

Promesing Image 517 N Adams St Carroll IA 51401

New Store Front

Includes: All material Black standing seam steel Smartside vertical siding where signage goes Stucco and Dryvit under window and sides New tile or apoxi entrance Labor and Equipment Electrical allowance \$1,000.00 New glass \$29,893.00

Total Estimate \$56,345.00

Thanks! Jason

ESTIMATE

Quandts Coatings 27337 ROBIN AVE Box 365 CARROLL, IA 51401-8573 quandtscoatings@gmail.com +1 (712) 830-3452



Ship to Promesing Image

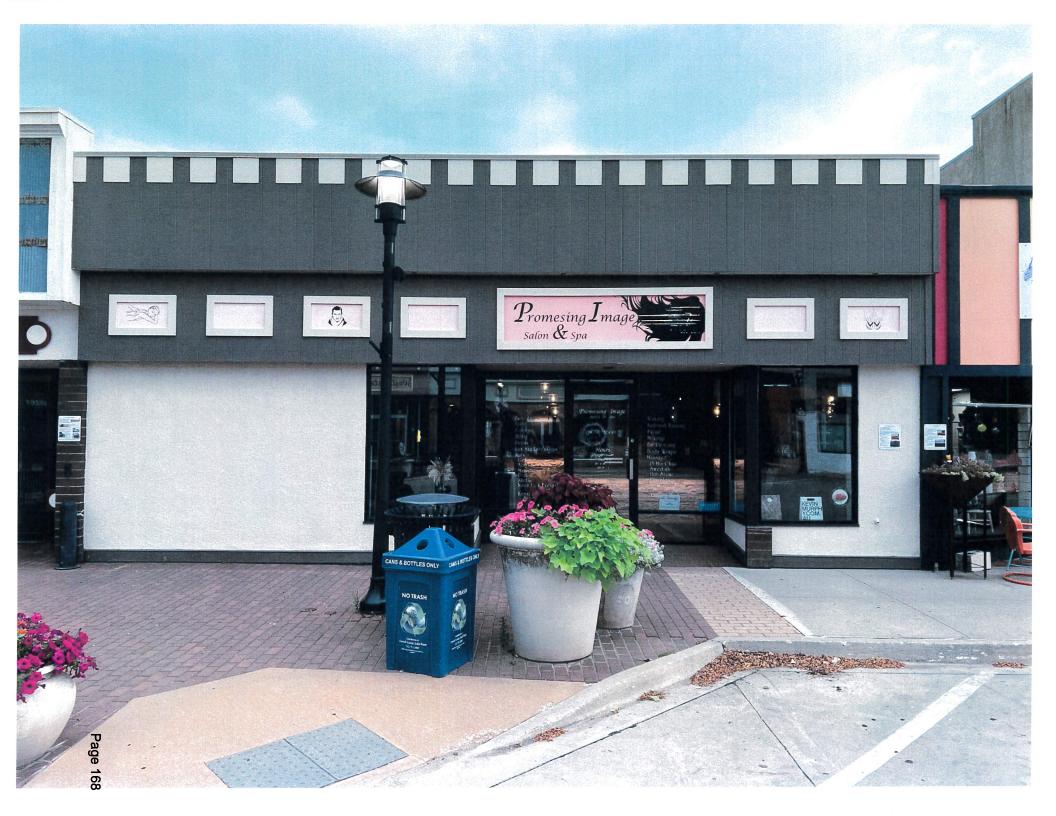
Estimate details

Promesing Image

Bill to

Estimate no.: 1003 Estimate date: 07/30/2024

# Da	ate Produc	t or service	Description		Qty	Rate	Amount
1.	Service	S	Sign out front of business. 12-14ft wide and 4ft tall. Backlit with LED's and timer for lights to turn on and off We can go with a standard metal cutout powdercoated and backlit with standoffs. Material and labor		1	\$3,500.00	\$3,500.00
2.	Service	S	Electrical		1	\$2,000.00	\$2,000.00
3.	Service	S	for a sign that is three dimensional and lup and labor installing it	lit	1	\$10,000.00	\$10,000.00
4.			These are estimates based on which way you would like to proceed				
				Subtotal			\$\$5,500.00
				Sales tax (7.00%)		_3 85.60 \$1 ,085.00-
				Total		\$1 1	6,585.00 58 85. 00



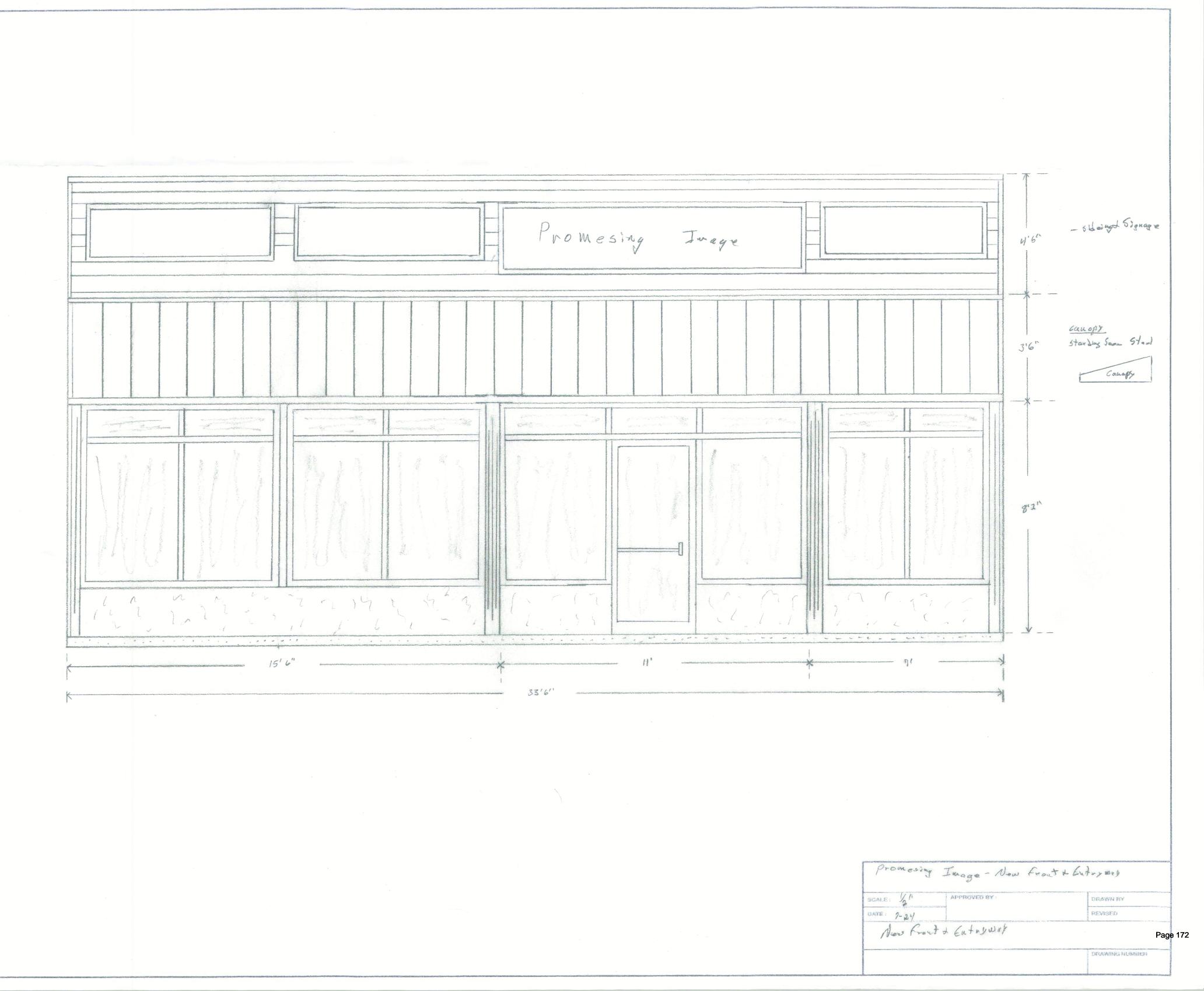


Promesing Image SALON & SPA



Promesing (mage

SALON & SPA



2024 City of Carroll Downtown Façade Improvement Grant Application Form

Building Address:	519-521 Main Street Ca	arroll
Property Owner:	Company 5462 Trust Company Name (if applicable	2)
	Deb Koster	
	Individual's Name Representir	ng the Owner
	2720 North Grant Road, C	Carroll Ia. 51401
	Mailing Address	
	712.830.7839	deb.wycoff@dev e nsoy.com
	Phone Number	Email Address (devansoy, com)
Applicant:		
	Name (If not property owner)	
	Mailing Address	
	Phone Number	Email Address
Architect or General Contractor:	Soar Property Design Inc.	
	Name	
	515.720.8348	soarpropertydesign@gmail.com
	Phone Number	Email Address

Total Project Cost: \$94,160.00

Grant Requested: \$25,000

(50% to a Maximum of \$25,000)

Description of the Proposed Improvements

Remove the vinyl siding and metal siding behind it. We plan to restore the brick behind it if possible or replace it with new brick if required. The upper brick portion will be approx 50' wide $x \ 10'$ tall.

We will replace all street facing glass and doors for a consistent design across the whole facade but also more energy efficiency. The larger windows on the south side will be better suited for a retail space.

With the new larger windows on the south side, this will require all new facade materials for the lower half. We will install new black painted paneling, using a mix of panels and decorative moulding. To improve the proportion of the facade, we will increase the height of the black paneling after eliminating the vinyl siding.

We are leaving room for signage but we are not currently providing signage.

We will add lighting above the signage areas & in the lower vertical columns

We have provided an inspiration photo, showing the desired mix of brick and painted paneling. We will not be adding any windows in the upper brick portion as shown in the inspirational photo.

Required Attachments:

Please attach the following:

- 1. A photograph of the façade(s) to be improved.
- 2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
- 3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
- 4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

Applicant's Signature

Och Rost Signature/

EB KOSTER

Printed Name

Owner - Company 5462 Trust Representing (Company)

To Be Filled Out by City Staff

•

Grant Eligibility (50% to Maximum of \$25,000)	
Description of the	
Improvements	Attached
Façade Photographs	 Attached
Cost Estimate	 Attached
Signage Drawing/Photos	 Attached
Sufficient Information	 Yes or No (Additional Info Requested)
Committee Review	 Recommended for Approval

ESTIMATE

Soar Property Design, Inc. 1183 280th St Woodward, IA 50276 SoarPropertyDesign@gmail.com +1 (515) 720-8348

SPD

Bill to

Deb Koster 2720 North Grant Road Carroll, Iowa 51401 United States Ship to Deb Koster 521 North Main Street Carroll, Iowa 51401 United States

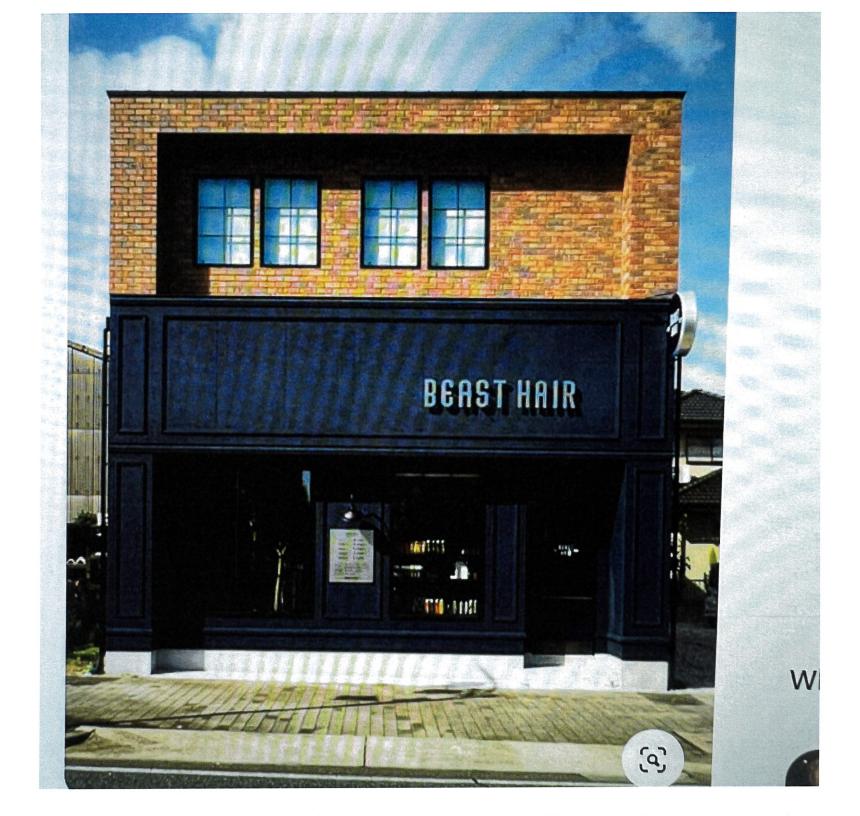
Estimate details

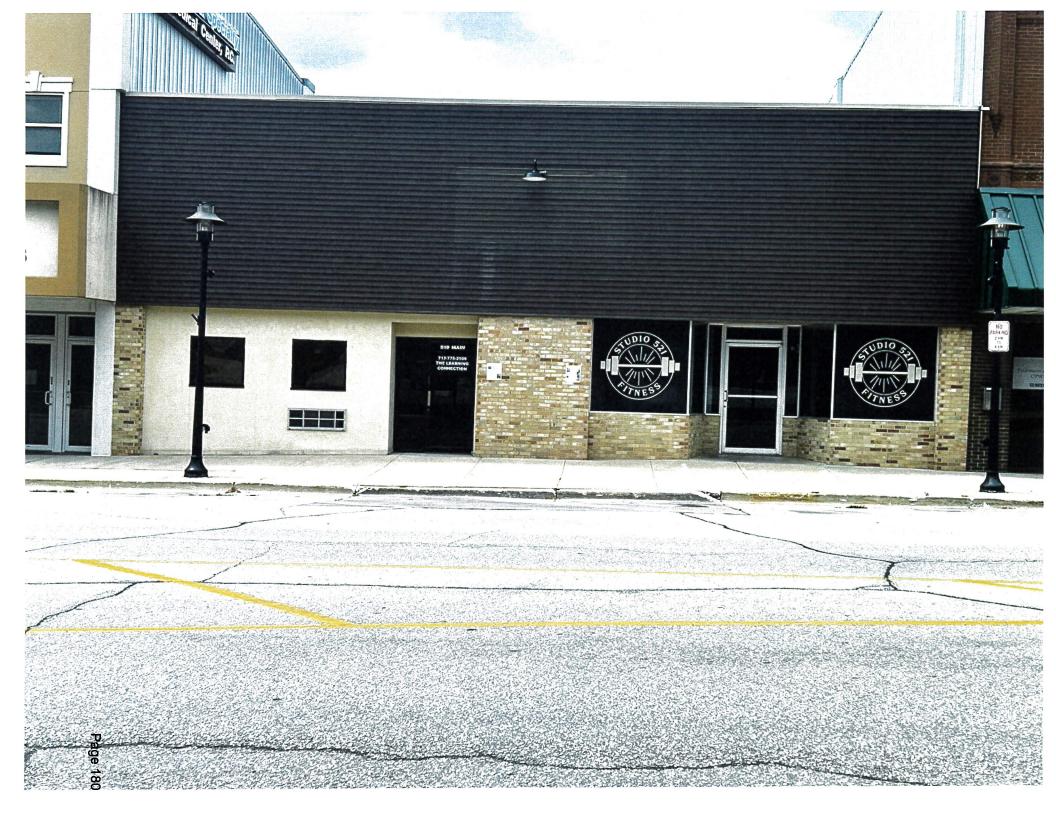
Estimate no.: 1122 Estimate date: 07/30/2024

# Date	Product or service	Description	Qty	Rate	Amount
1.	Scope of Work	Front face remodel of 519-521 Main Street. *Prices subject to change after original underlayment is exposed, pending good structure and substrates.	1	\$0.00	\$0.00
2.	Materials	Framing, LP panel, LP frame/s4s, sheeting, caulk, and other sundries	1	\$8,300.00	\$8,300.00
3.	Engineering	Structural engineer consultation/drawings	1	\$4,000.00	\$4,000.00
4.	Commercial Glass	All new glass front and doors *labor and materials	1	\$31,460.00	\$31,460.00
5.	Electrical	New lighting, and or reworking what is discovered *labor and materials	1	\$3,000.00	\$3,000.00
6.	Masonry	New Brick on top portion. It is possible the old can be reworked in which case this cost could change. This cost is also pending the condition of the current structure wall (behind what is there) *labor and materials	1	\$23,400.00	\$23,400.00
7.	Labor	Demo of top and bottom, reconstruction, new construction of front entry, excluding the glass, paint, masonry, and electrical work. Dumpster included.	1	\$24,000.00	\$24,000.00 Page

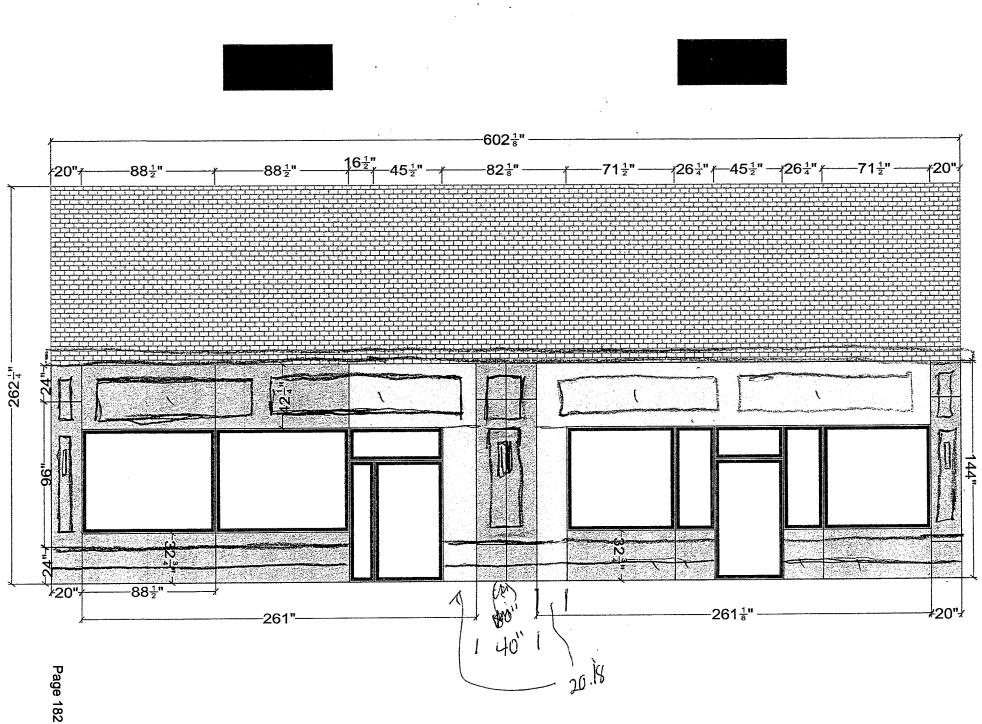
Accepted date

Accepted by











- **MEMO TO:** Honorable Mayor and City Council Members
 - FROM: Aaron Kooiker, City Manager
 - **DATE:** August 20, 2024
- **SUBJECT:** Emergency Catalyst Grant 504 N Adams Street

Council has appropriated funds from Local Option Sales Tax (LOST) collections to allow the City to apply for IEDA Catalyst Grants. City staff has received notice that the new owners of the former JCPenney building has received an Emergency Catalyst Grant from IEDA. Attached are the beginnings of the agreement with IEDA to support that grant. The City has to agree to fund \$100,000 and IEDA will also fund \$100,000 for the improvements to this building, in particular the improvements along the Adams Street side of the building in order to provide retail spaces.

RECOMMENDATION: Mayor and Council consideration and approval to allocate \$100,000 from LOST and for the Mayor to sign the Letter of Intent to Participate and the Project Assurances documents for the City.



The City of Carroll Supports application to the Iowa Economic Development Authority for a Community Catalyst Building Remediation Program Grant. We further state that representatives of the City Council and local Building and/or Fire Code Officials who may be responsible for inspection of project properties have reviewed the project proposal.

We further agree that all historically significant properties submitted for consideration in this application will comply with the Secretary of Interior's Standards for historic property rehabilitation.

Gerald H. Fleshner, Mayor

Signature of Applicable Sub-Recipient



PROJECT ASSURANCES:

Name of Property Owner:	
Address of Project Property:	
As rightful owner(s), developer(s), and/or responsible ent	
☐ Agree to the submission of the Iowa Economic Development benefit of the above-named property/project.	opment Authority (IEDA) Grant application for the
$\hfill\square$ Agree to all terms and conditions defined in the IEDA	Grant application.
\square Agree to provide the specified cash match documente	ed in the application.
□ Understand that grant funds are made as a reimburse proposed scope of work for the project before receivin understand a representative of IEDA will conduct an of final reimbursement payment. We agree to work the reimbursement requests.	ng final reimbursement of grant funds. We on-site final inspection of the project before approval
☐ Agree to notify local grant recipient AND IEDA regard construction that vary from the proposed plans submit	
Understand that any significant deviation/changes fro from IEDA may jeopardize the grant award.	m the submitted proposed designs without approval
Agree to abide by state and federal civil rights require employee, applicant for employment, or any person per of race, creed, color, national origin, religion, sex, age	articipating in any sponsored program on the basis
Agree to maintain safe and sanitary working condition minimum wage.	is and compensation for employment no less than
Understand that IEDA reserves the right to use inform program marketing, etc.	nation relevant to the project in case studies,
□ I am aware of the Secretary of the Interior's <u>Standard</u> our desire to follow best practices for preservation and	
□ I agree to conform with the <u>Americans with Disability</u> .	<u>Act</u> .
\Box I agree to conform with all local building codes and re	gulations.
\square I agree to conform with all local design guidelines and	design review processes (if applicable).
By signing this Project Assurances document, we certify application and attachments, to be true and correct to the	
Property Owner:	City Representative (grant recipient):
Type/Print Name and Title	Type/Print Name and Title
Signature:	Signature:
Date:	Date:

City of Carroll				
627 N. Ada	ams 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:	August 20, 2024			
SUBJECT:	Bid Opening Report – Demolition and Removal of the Northwest Park Shelter House			

The Carroll Parks and Recreation Department has accepted quotes for tearing down the Northwest Park shelter house structure due to the fire that occurred on June 22nd. At the July 22nd City Council meeting it was discussed at length on how to move forward with this structure as well as replacement. While numbers for replacement or a new shelter house are being calculated, staff has noticed decay of the structure, causing it to need to be removed. Per the insurance company and Bill Murphy, Structural Engineer with JEO, this structure is a total loss and needs torn down for safety reasons. A small discussion was had about saving the stone on the outside of building- this is doable, but would be very timely and expensive, and would affect the cost of complete tear down. A stone front look can be recreated or reviewed as part of the replacement.

After discussions with the insurance company, anyway the council should choose to go, the tear down of the structure is covered by insurance. The quote report is shown below for tear down of bathroom structure, decking, and roofing (complete structure):

<u>Company</u>	Amount
Daniel's Dozers	\$12,000
Vonnahme Const.	No Quote (Booked out)
Hausman Const.	No Quote (Booked out)
Grossman Exc.	No Quote (No bid turned in)

RECOMMENDATION: Mayor and City Council consideration and approval of the attached quote from Daniel's Dozers in the amount of \$12,000 to tear down the Northwest Park shelter house.

DANIEL'S DOZERS, LLC 24678 Kittyhawk Ave

Carroll, IA 51401 (712) 792-1900



City of Carroll

Description of Work The following Bid is for City of Carroll NW F		2024	
Complete demolition & removal. Does not include: Disconnecting of utilities.	1	\$12,000.00	\$12,000.00
		Bid Amount	\$12,000.00
Demolition of East wood structure & removal. Does not include: Disconnecting of utilities.	1	\$10,500.00	\$10,500.00
		Bid Amount	\$10,500.00

If you should have any questions, please contact Mike Daniel at cell 712-830-4360 or home 712-792-1900

mike I. Doniel

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CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, August 12, 2024, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Kevin Wittrock and Dick Fulton. Greg Siemann attended via phone. Gene Vincent did not attend. Also attending were Don Mensen, airport Manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

The minutes from the special meeting on July 29, 2024 and the minutes from the previous meeting were reviewed by the Commission. A motion by Comm. Fulton and seconded by Comm. Wittrock was made to approve both minutes. All present voted aye. Comm. Siemann voted aye via phone. Absent: Gene Vincent. Nays: None Abstain: None. Motion carried 4/0.

LED LIGHTING PROJECT

Voltmer Electric is finished with the installation of the lights. There were a few defective transformers and strobe lights. Until these are replaced the FAA will not fly the airport. This is a term to approve the approaches and lighting of the runways. There is a grant request to cover this expense.

TOPICS DISCUSSED:

Comm. Fulton reported the Masons are ready for the Flight Breakfast.

Don reported he is pleased with the performance of the new mower. It is five foot wider than the old mower.

The AWOS has been fixed.

Don reported the seeders will be on the field tomorrow.

August 12, 2024

Page 2

The following bills were	presented to the Carroll Airport
Commission for approval:	-
Carroll Aviation	contract \$ 7,235.00
Carroll Hydraulics	power washer 377.33
Wittrock Motor	July car rental 550.00
Coleman Moore Company	runway patch repair 1,830.21
Rueter's	equipment repair 299.54
Echo Group	bulbs 157.80
Ecowater	cooler rent/water 161.72
Carroll Refuse	July garbage 68.83
	Lighting Project LED 164,364.89
Terracon Consultants	LED PGT/concrete test 3,057.50
McClure Engineering	LED LGT Project 16,519.58
Raccoon Valley REC	July electric service 1,132.30
Haley Equipment	20ft bush hog 26,500.00
Carol Schoeppner	secretary contract 350.00

A motion by Comm. Fulton and seconded by Comm. Wittrock was made to approve the bills as presented to the Carroll Airport Commission. All present voted aye. Comm Siemann voted aye via phone. Nays: None Absent: Gene Vincent Abstain: None. Motion carried 4/0.

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Fulton was made to adjourn at 6:03 P.M.. All present voted aye. Comm. Siemann noted aye via phone. Absent Gene Vincent. Nays: None Abstain: None. Motion carried 4/0.

The next regular meeting of the Carroll Airport Commission will be September 9, 2024.

Chairman/Vice Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, September 9, 2024 5:30 P.M.

Arthur Neu Airport

AGENDA

Approve previous meeting minutes LED Lighting Project Flight Breakfast New Business Approve monthly bills

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

August 13, 2024 Unofficial Minutes

- 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. Wittry requested to add train derailment waste and Renew Energy Program to the agenda. Johnson moved and Dales seconded to approve the amended agenda. Motion carried, all voting aye.
- 3. Johnson moved and Snyder seconded to approve the minutes of the July 9, 2024, meeting as presented. Motion carried, all voting aye.
- 4. Dales reviewed the bills payable -see attached. Dales moved and Johnson 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 that the payment for May 2024 into the expansion account will be made soon. Johnson moved and Fleshner seconded to approve the reports as presented. Motion carried, all voting aye.
- 6. Wittry provided a staff update with one employee resigning and a new employee hired to start on August 26th on the sorting lines. The Education Coordinator is off until November.
- 7. Discussion was held whether to provide for recycling of used oil or to stop the program due to the risk of contamination. Johnson moved and Snyder seconded to table the discussion until additional information was available.
- 8. The offboarding process for IT services is complete and the contract with Computer Repair and Service started August 1, 2024.
- 9. Landfill update The back-up 973 has reached the 7,500-hour warranty so repairs will not be covered under the extended warranty. The 973 that was purchased two years ago has a 5 year/10,000-hour warranty and will be in use for the next three years. Lead time on a new 973 or 826 compactor is between 6 and 9 months. The landfill operators have requested a fill progression plan for the area that is being filled. A quote for the cost of issuing a Request for Proposals for potential vendors for methane gas recovery will be brought to the September meeting.
- 10. The Executive Board was updated on projects that are work in progress.
- 11. The waste from the trail derailment near Glidden will be brought to the landfill for disposal. The opportunity to start the Hefty Renew Program where many diverse kinds of plastic would be collected from residential and commercial was discussed. Time frame is a November roll-out with education being a high priority for the success of the program.
- 12. The next Executive Board meeting will be Tuesday, September 17th , at 6:30 a.m. at the Recycling Center.
- 13. Johnson moved and Fleshner seconded to adjourn the meeting at 7:35 a.m.

Respectfully submitted,

Mary Wittry

PLANNING AND ZONING COMMISSION MINUTES OF AUGUST 14, 2024

The Carroll Planning and Zoning Commission met in regular session on August 14, 2024, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Richard Boes, Ron Juergens, Mike Long, Ron Meiners, Jayne Pietig and Michelle Prichard. Absent: Sylvia Balk-Hanks, Shelley Diehl and Daniel Sturm. Also present: Aaron Kooiker, City Manager, David Bruner, City Attorney and Dan Hannasch, Fire Chief and Building/Fire Safety Official. Chairperson Meiners presided over the meeting.

MOTION by Juergens, second by Boes, to approve the minutes of the June 12, 2024, as mailed. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Diehl and Sturm. Motion carried 6-0.

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City Manager Aaron Kooiker presented information regarding the Echo Urban Renewal Plan and stated the Carroll City Council referred the plan to the Planning and Zoning Commission to consider if the proposed Urban Renewal Plan is in conformity with the general plan for the development of the City of Carroll as a whole. No comments from the public, written or verbal, were presented and no one present opposed. MOTION by Juergens, second by Long, to recommend to the City Council approval of the Echo Urban Renewal Plan. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Diehl and Sturm. Motion carried 6-0.

MOTION by Juergens, second by Prichard, to adjourn at 5:18 PM. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks, Diehl and Sturm. Motion carried 6-0.

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Ron Meiners, Chairperson

Aaron Kooiker, City Manager