

-Notice of Public Meeting-

Governmental Body: Elkhart City Council

Date of Meeting: Tuesday February 20th, 2024

Time/Place of Meeting: 6:00 PM - Elkhart Community Center-264 NW Garfield Ave

NOTE: All public comments will generally be limited to a maximum of three (3) minutes per person and shall fall under Agenda Item 5: Citizen Hearing and Other Communications. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether or not it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate.

Business Meeting Agenda:

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Agenda**
- 5. Citizen Hearing and Other Communications**
 - a. Polk County Sheriff Report
 - b. Scott Drey-Fire Chief
 - c. Public Comments on items not on the Agenda-3-minute limit
- 6. Public Hearing on Proposed Amendment to the Elkhart Urban Renewal Area**
- 7. Reports of Elected Officials, City Staff, and Standing Committees**
- 8. Consent Agenda:**
 - a. January Cash Report
 - b. January Treasurers Report
 - c. January Budget Report
 - d. Approval of February Bills
 - e. January Meeting Minutes
- 9. Discussion and possible action** about new LED lighting with Mark Lewis from Cruiser electric
- 10. Resolution to Declare** Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Elkhart Urban Renewal Area
- 11. An Ordinance** Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
- 12. Resolution Setting a Date** of Meeting at Which it is Proposed to Approve a Development Agreement with PARSHVA LLC, Including Annual Appropriation Tax Increment Payments (March 18th)
- 13. Resolution to Approve or Waive** City's right of review of subdivision within two miles of city limits
- 14. Discussion and possible action** for the second reading for proposed changes to the city zoning ordinance regarding barbed wire fencing
- 15. Discussion and possible action** for the second reading for proposed changes to the city zoning ordinance regarding temporary uses
- 16. Discussion and possible action** for the second reading for proposed changes to the city zoning ordinance regarding the zoning map
- 17. Discussion and possible action** to approve MidAmerican's electrical service to the WTP
- 18. Discussion and possible action** on competitive cycling event near Elkhart this year
- 19. Discussion and possible action** on appointment to the Planning and Zoning Commission
- 20. Discussion and possible action** on appointment to the Parks and Recreation Board
- 21. Discussion and possible action** on appointing elected officials-**EMERGENCY Management Commission Appointments, MPO Reps, Metro Waste Authority, Streets, Cemetery, Fire Department, Planning/Zoning, Water/Sewer**
- 22. Set public hearing** for the Property Tax Levy on March 25th at 6:00 in City Hall – special Council work-session
- 23. Resolution of approval** for Pay Estimate No. 2 for Main Lift Station Improvements project
- 24. Resolution of approval** for Pay Estimate No. 7 for WTP Improvements project
- 25. Adjourn**

Date Posted: Friday February,16th,2024

**CONSENT
AGENDA
FEBRUARY
20TH, 2024**

**BANK CASH REPORT
2024**

BANK FUND GL	BANK NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK BALANCE
COMM STATE BANK - OPERAT BK#1							
BANK	COMM STATE BANK - OPERAT BK#1						1,741,031.19
001	CHECKING - GENERAL	107,930.21-	2,238.38	53,268.20	158,960.03-	317,234.57	
002	CHECKING	30,263.23	0.00	0.00	30,263.23		
110	CHECKING - RUT	36,609.37	0.00	1,710.11	34,899.26	83,521.45	
111	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112	CHECKING - EMPLOYEE BENEFITS	1,727.86	0.00	0.00	1,727.86		
119	CHECKING - EMERGENCY	424.49	0.00	0.00	424.49		
121	CHECKING - LOCAL OPTION	136,128.30	0.00	0.00	136,128.30		
125	CHECKING - TIF	399,689.50	0.00	0.00	399,689.50		
165	CHECKING - RESTRICTED CULTURE	0.00	0.00	0.00	0.00		
167	CHECKING - ELKHART MEMRL PARK	1,432.00	0.00	0.00	1,432.00		
200	CHECKING - DEBT SERVICE	49,958.02	0.00	0.00	49,958.02	3,480.00	
301	CHECKING - CAPITAL PROJECT	0.50	0.00	0.00	0.50		
302	CHECKING - URBAN RENEWAL	0.00	0.00	0.00	0.00		
306	CHECKING- SEWER LAGOON FACILIT	130,670.55-	0.00	3,381.72	134,052.27-	3,381.72	
307	CHECKIN - SEWER IND PARK	0.00	0.00	0.00	0.00		
308	CHECKING- WATER INDUSTR PARK	0.00	0.00	0.00	0.00		
309	CHECKING	0.00	0.00	0.00	0.00		
311	CHECKING-COMP PLAN	0.00	0.00	0.00	0.00		
312	CHECKING-MAIN STREET	106,723.72	0.00	0.00	106,723.72	6,695.00	
313	CHECKING-PRAIRIE POINT	388,396.54-	0.00	1,339.00	389,735.54-	755,336.15	
314	CHECKING-WA TREATMENT EXT	528,027.08-	0.00	392,174.50	920,201.58-	888,982.78	
315	CHECKING-MAINTENANCE SHOP	86,224.17-	0.00	0.00	86,224.17-	95,927.50	
316	CHECKING-STORM WATER	67,253.66	0.00	0.00	67,253.66	48,648.68	
317	CHECKING-LIFT STATION	359,736.87	0.00	92,506.25	267,230.62	96,703.75	
600	CHECKING - WATER	189,575.69	23,436.15	10,784.52	202,227.32	71,025.59	
601	CHECKING - WATER SINKING	5,724.42-	0.00	0.00	5,724.42-	15,000.00	
610	CHECKING - SEWER	48,071.62	19,670.07	11,754.01	55,987.68	64,503.19	
611	CHECKING-SRF-2020B	5,715.00	0.00	0.00	5,715.00		
612	CHECKING-NO LONGER USING-2018A	0.00	0.00	0.00	0.00		
613	CHECKING-SRB 2018B	0.00	0.00	0.00	0.00		
740	CHECKING - STORMWATER	67,327.31	3,795.37	5,431.93	65,690.75	8,546.74	
	PENDING CREDIT-CARD DEPOSITS					23,855.25	
	DEPOSITS					427,105.11	
	WITHDRAWALS					1,955.16	
COMM STATE BANK - OPERAT TOTAL		253,664.17	49,139.97	572,350.24	269,546.10-	2,009,981.92	1,740,435.82

WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS DIFFERENCE --> 595.37-

COMM STATE BANK - CAP PRJ BK#2

BANK	COMM STATE BANK - CAP PRJ BK#2						7,429.93
001	CHECKING - GEN BANK2 CAP PROJT	7,430.23	0.00	0.00	7,430.23		
	DEPOSITS					0.30	
COMM STATE BANK - CAP PRJ BK#2		7,430.23	0.00	0.00	7,430.23	0.30-	7,429.93

BANK CASH REPORT
2024

BANK NAME FUND GL NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK BALANCE
COMM STATE BANK - LND EQP BK#3						
BANK 001	15,275.60	0.00	0.00	15,275.60	4.66	15,270.94
COMM STATE BANK - LND EQP BK#3	15,275.60	0.00	0.00	15,275.60	4.66-	15,270.94
COMM STATE BANK - MEMPARK BK#4						
BANK 167	0.00	0.00	0.00	0.00		
COMM STATE BANK - MEMPARK BK#4	0.00	0.00	0.00	0.00	0.00	0.00
COMMY ST BANK - CEMASSC BK#5						
BANK 168	1,285.12	0.00	0.00	1,285.12		1,415.58
COMMY ST BANK - CEMASSC TOTALS	1,285.12	0.00	0.00	1,285.12	0.00	1,285.12
WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS					DIFFERENCE -->	130.46-
Bankers Trust DM BK#6						
BANK 169	0.00	0.00	0.00	0.00		
Bankers Trust DM TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
VERIDIAN CREDIT UNION BK#7						
BANK 169	0.00	0.00	0.00	0.00		
VERIDIAN CREDIT UNION TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
COMM ST BK-FIRE RESTRICT BK#8						
BANK 166	686.89-	0.00	0.00	686.89-		366,478.76
166	367,195.50	0.00	0.00	367,195.50	29.85	
COMM ST BK-FIRE RESTRICT BK#8	366,508.61	0.00	0.00	366,508.61	29.85-	366,478.76
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TOTAL OF ALL BANKS	644,163.73	49,139.97	572,350.24	120,953.46	2,009,947.11	2,130,900.57
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TREASURER'S REPORT
CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	85,024.38-	2,238.38	53,249.91	18.29-	136,054.20-
002 ARPA	30,263.23	.00	.00	.00	30,263.23
110 ROAD USE TAX	36,609.37	.00	1,710.11	.00	34,899.26
111 I-JOBS	.00	.00	.00	.00	.00
112 EMPLOYEE BENEFITS	1,727.86	.00	.00	.00	1,727.86
119 EMERGENCY FUND	424.49	.00	.00	.00	424.49
121 LOCAL OPTION SALES TAX	136,128.30	.00	.00	.00	136,128.30
125 TAX INCREMENT FINANCING	399,689.50	.00	.00	.00	399,689.50
165 RESTRICTED CULTURE & RE	.00	.00	.00	.00	.00
166 FIRE DEPT RESTRICTED	366,508.61	.00	.00	.00	366,508.61
167 ELKHART MEMORIAL PARK F	1,432.00	.00	.00	.00	1,432.00
168 CEMETERY ASSOCIATION FU	1,285.12	.00	.00	.00	1,285.12
169 COMMUNITY BETTERMENT FU	.00	.00	.00	.00	.00
200 DEBT SERVICE	49,958.02	.00	.00	.00	49,958.02
301 CAPITAL PROJECT FUND	.50	.00	.00	.00	.50
302 CAPITAL PROJ URBAN RENE	.00	.00	.00	.00	.00
306 SEWER LAGOON FACILITY	130,670.55-	.00	3,381.72	.00	134,052.27-
307 SEWER INDUSTRIAL PARK	.00	.00	.00	.00	.00
308 WATER INDUSTRIAL PARK	.00	.00	.00	.00	.00
309 CHECKING-CAP IMPROVE PL	.00	.00	.00	.00	.00
311 CHECKING-COMP PLAN	.00	.00	.00	.00	.00
312 CHECKING-MAIN STREET	106,723.72	.00	.00	.00	106,723.72
313 PRAIRIE POINT PARK-2022	388,396.54-	.00	1,339.00	.00	389,735.54-
314 WA TRTMENT EXT-2022A	528,027.08-	.00	392,174.50	.00	920,201.58-
315 MAINTENANCE SHOP-2022A	86,224.17-	.00	.00	.00	86,224.17-
316 STORM WATER-PHASE1-2022	67,253.66	.00	.00	.00	67,253.66
317 LIFTSTATION PROJ-2022A	359,736.87	.00	92,506.25	.00	267,230.62
600 WATER	189,575.69	21,992.90	9,341.27	.00	202,227.32
601 WATER SINKING	5,724.42-	.00	.00	.00	5,724.42-
610 SEWER	48,071.62	19,670.07	11,754.01	.00	55,987.68
611 SRF LOAN-2020B	5,715.00	.00	.00	.00	5,715.00
612 NO LONGER USING 2018A	.00	.00	.00	.00	.00
613 CHECKING-SRB 2018B	.00	.00	.00	.00	.00
740 STORM WATER	67,327.31	3,396.01	5,032.57	.00	65,690.75
Report Total	644,363.73	47,297.36	570,489.34	18.29-	121,153.46

BUDGET WORKSHEET
CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT NUMBER ACCOUNT TITLE	2 YRS AGO EXP	LYR EXPENSE	CURRENT BUDGET	EXPENDED YTD	NEW BUDGET
POLICE TOTAL	33,850.09	35,666.92	37,236.00	19,974.16	.00
EMERGENCY MANAGEMEN	5,554.43	33,506.95	21,140.00	515.85	.00
FIRE TOTAL	48,887.47	47,341.92	76,544.00	29,006.78	.00
FIRE DEPT RESTRICTE	.00	.00	.00	.00	.00
AMBULANCE TOTAL	6,959.05	9,663.98	14,050.00	4,813.91	.00
BUILDING INSPECTION	87,183.03	47,792.33	90,000.00	13,460.62	.00
ANIMAL CONTROL TOTA	.00	.00	.00	.00	.00
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PUBLIC SAFETY TOTAL	182,434.07	173,972.10	238,970.00	67,771.32	.00
ROADS, BRIDGES, SID	84,067.73	51,967.42	141,818.00	88,259.86	.00
STREET LIGHTING TOT	10,006.79	10,719.51	10,750.00	6,018.75	.00
TRAFFIC CONTROL & SA	2,094.27	1,470.38	3,000.00	50.00	.00
SNOW REMOVAL TOTAL	17,123.69	15,932.48	17,427.00	7,984.95	.00
GARBAGE TOTAL	2,280.32	903.72	2,500.00	1,841.92	.00
RECYCLING TOTAL	16,465.36	17,165.52	17,500.00	11,918.57	.00
GARAGE OTHER PUB WO	48,859.14	60,814.80	145,122.00	20,198.97	.00
STORM SEWER TOTAL	.00	.00	.00	.00	.00
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PUBLIC WORKS TOTAL	180,897.30	158,973.83	338,117.00	136,273.02	.00
HEALTH REGULATION/I	.00	.00	.00	.00	.00
WATER,AIR,MOSQUITO	1,146.36	1,593.51	.00	.00	.00
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HEALTH & SOCIAL SER	1,146.36	1,593.51	.00	.00	.00
LIBRARY TOTAL	1,900.00	1,900.00	1,900.00	.00	.00
PARKS TOTAL	33,512.49	41,775.71	107,453.00	121,021.72	.00
RECREATION TOTAL	2,520.54	1,855.55	3,500.00	742.42	.00
RAGBRAI TOTAL	.00	.00	.00	.00	.00
CEMETERY TOTAL	11,957.84	12,460.13	14,167.00	6,528.92	.00
COMMUNITY CTR/ZOO/M	11,849.76	13,369.82	22,386.00	8,497.11	.00
OTHER CULTURE/RECRE	.00	.00	.00	.00	.00
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CULTURE & RECREATIO	61,740.63	71,361.21	149,406.00	136,790.17	.00
COMMUNITY BEAUTIFIC	.00	.00	.00	.00	.00
PLANNING & ZONING T	46,150.18	38,754.78	35,500.00	1,923.50	.00
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COMMUNITY & ECONOMI	46,150.18	38,754.78	35,500.00	1,923.50	.00
MAYOR/COUNCIL/CITY	5,739.89	5,261.97	6,980.00	3,560.00	.00
CLERK/TREASURER/ADM	59,958.07	64,805.91	86,038.00	35,783.67	.00
ELECTIONS TOTAL	436.51	1,920.75	500.00	.00	.00
LEGAL SERVICES/ATTO	920.00	739.66	1,500.00	16,165.32	.00
CITY HALL/GENERAL B	76,205.74	124,137.91	150,781.00	55,262.71	.00
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BUDGET WORKSHEET
CALENDAR 1/2024, FISCAL 7/2024

ACCOUNT NUMBER ACCOUNT TITLE	2 YRS AGO EXP	LYR EXPENSE	CURRENT BUDGET	EXPENDED YTD	NEW BUDGET
GENERAL GOVERNMENT	143,260.21	196,866.20	245,799.00	110,771.70	.00
DEBT SERVICE-2020GO	.00	141,687.50	.00	.00	.00
DEBT SERVICE-STREET	.00	.00	.00	.00	.00
MAIN STREET TOTAL	61,504.00	.00	61,960.00	.00	.00
DEBT SERVICE-WATER	.00	.00	12,380.00	.00	.00
DEBT SERV-2020A-LAG	297,173.10	359,739.38	298,116.00	3,480.00	.00
DEBT SERV-2015A-IND	.00	.00	.00	.00	.00
SRF-2020B LAGOON TO	.00	.00	.00	.00	.00
2022A TOTAL	.00	39,896.74	184,775.00	.00	.00
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DEBT SERVICE TOTAL	358,677.10	541,323.62	557,231.00	3,480.00	.00
PARKS TOTAL	24,377.24	93,754.03	150,000.00	31,828.08	.00
COMMUNITY BEAUFIFIC	811,057.74	1,282,925.85	3,968,414.00	1,796,540.27	.00
OTHER COMM & ECO DE	.00	.00	.00	.00	.00
WATER MAIN PROJECT	.00	.00	.00	.00	.00
WATER TOWER PROJECT	.00	.00	.00	.00	.00
URBAN RENEWAL TOTAL	.00	.00	.00	.00	.00
SEWER LAGOON FACILI	.00	.00	.00	3,381.72	.00
SEWER INDUSTRIAL PA	.00	.00	.00	.00	.00
WATER INDUSTRIAL PA	.00	.00	.00	.00	.00
CIP TOTAL	.00	.00	.00	.00	.00
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CAPITAL PROJECTS TO	835,434.98	1,376,679.88	4,118,414.00	1,831,750.07	.00
WATER TOTAL	235,739.06	216,471.38	215,543.00	113,466.14	.00
SEWER/SEWAGE DISPOS	157,640.03	159,976.31	119,528.00	89,426.61	.00
SRF-2020B LAGOON TO	82,577.50	83,140.00	82,430.00	.00	.00
STORM WATER TOTAL	22,811.29	6,921.93	.00	8,461.47	.00
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ENTERPRISE FUNDS TO	498,767.88	466,509.62	417,501.00	211,354.22	.00
TRANSFERS IN/OUT TO	733,643.36	861,587.58	796,621.00	132,775.10	.00
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TRANSFER OUT TOTAL	733,643.36	861,587.58	796,621.00	132,775.10	.00
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TOTAL EXPENSES	3,042,152.07	3,887,622.33	6,897,559.00	2,632,889.10	.00
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INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
24JAN24	ANGIE SCHAFFER	LEAGUE TRAINING REIMBURSEMENT		220.00	22178	1/24/24
1642486	ANKENY SANITATION	GARBAGE SVC		75.31	22150	1/22/24
15INV167921	ARNOLD MOTOR SUPPLY	CUSTEL995	131.32		22151	1/22/24
15INV168795	ARNOLD MOTOR SUPPLY	HEADLAMP REPAIR	18.99		22151	1/22/24
15NV169439	ARNOLD MOTOR SUPPLY	ENDLOADER LAMP	24.97		22179	1/24/24
15NV169696	ARNOLD MOTOR SUPPLY	SEWER LAGOON GENERATOR SERVICE	158.99		22179	1/24/24
INV168795	ARNOLD MOTOR SUPPLY	CUSTEL995	18.99	353.26	22151	1/22/24
22JAN2024	BASCOM TRUCK & AUTOMOTIVE INC	AUTO PARTS FIRE		77.49	22152	1/22/24
22JANARY2024	BECKER CONSTRUCTION	EMERGENCY STORM SEWER REPAIR		4,598.28	22153	1/22/24
22JAN2024	BRAD FORDYCE	CITY HALL CAMERAS		96.27	22154	1/22/24
1022	COMPUTER RESOURCE SPECIAL	IT SERVICES		847.98	22155	1/22/24
22JAN2024	CONSUMERS ENERGY	IND PARK STREET LIGHTS		92.50	22156	1/22/24
1625	CRUISER ENTERPRISES	ELECTRIC REPAIR		850.00	22157	1/22/24
PR20240131	EFTPS PAYROLL FEDERAL TAXES	FED/FICA TAX		3,734.16	11019809	1/31/24
3046354	FIDELITY SECURITY LIFE	AVESIS VISION PREMIUM		18.29	22180	1/24/24
24JAN24	GANNETT IOWA LOCALIQ	PUBLICATIONS		1,398.41	22181	1/24/24
2024-002	HINSON CONSULTING LLC	CITY ADMINISTRATOR SEARCH		5,900.00	22182	1/24/24
PR20231231	TREASURER STATE OF IOWA	STATE TAXES	135.49		11019808	1/31/24
PR20240115	TREASURER STATE OF IOWA	STATE TAXES	450.52		11019808	1/31/24
PR20240131	TREASURER STATE OF IOWA	STATE TAX	615.10	1,201.11	11019808	1/31/24
CI-0019255	IOWA DEPT OF TRANSPORTATION	SALT		107.50	22158	1/22/24
257238	IOWA ONE CALL	EMAIL LOCATES		20.70	22159	1/22/24
PR20240115	IPERS	IPERS	1,584.90		11019807	1/31/24
PR20240131	IPERS	IPERS	2,104.59	3,689.49	11019807	1/31/24
009-1853354-000	MARCO TECHNOLOGIES LLC	COPIER/PRINTER	230.70		22160	1/22/24
INV11626413	MARCO TECHNOLOGIES LLC	COPIER/PRINTER	43.75	274.45	22160	1/22/24
28JAN2024	MARISSA BUTLER	JANUARY CELL PHONE		75.00	22188	1/28/24
97086	MENARDS - ANKENY	SUPPLIES		29.45	22161	1/22/24
NT2400126	MICROBAC LABORATORIES INC	WASTEWATER SAMPLES		74.50	22162	1/22/24
22JAN2024	MID AMERICAN ENERGY	ELECTRIC/GAS		5,182.30	22163	1/22/24
37412625	MODERN MECHANICAL HEATING &	HVAC SERVICE		133.75	22164	1/22/24
91947	OMNISITE CELLULAR MONITOR	ANNUAL WIRELESS SVC		1,160.00	22165	1/22/24
22JAN2024	ON-TRACK CONSTRUCTION,LLC	MAIN ST LIFT STATION PAY #1		92,506.25	22166	1/22/24
22JAN2024	POLK CO EMERGENCY MGMT AGENCY	28E AGREEMENT:\$.50 X 882		441.00	22167	1/22/24
11591	POLK COUNTY TREASURER	SHERIFF CONTRACT		2,694.67	22168	1/22/24
24JAN24	RICHARD VOYEK			379.75	22183	1/24/24
28JAN2024	RICK HUEBNER	JANUARY CELL PHONE		75.00	22189	1/28/24
28JAN2024	RON CORNWELL	JANUARY CELL PHONE		75.00	22190	1/28/24
22JAN2024	SAM'S CLUB	SUPPLIES		139.11	22169	1/22/24
30JAN24	CHAD SANDS	JANUARY SERVICES		725.00	22191	1/30/24
01685584	STAR EQUIPMENT LTD	STUMP GRINDER RENTAL PARKS		775.20	22184	1/24/24
8554	THORPE WATER DEVELOPMENT	SERVICE CONTRACT		1,998.26	22170	1/22/24
PS0211431-1	TITAN MACHINERY	EMD LOADER SUPPLIES		345.00	22171	1/22/24
30JAN24	TRAVIS COOKE	JANUARY SERVICES		2,835.00	22192	1/30/24
6118735	VAN WALL EQUIPMENT INC	SAW REPLACEMENT		1,359.99	22172	1/22/24
1801-047-1	VEENSTRA & KIMM INC	ENGINEERING	1,873.00		22185	1/24/24
18056-94	VEENSTRA & KIMM INC	ENGINEERING	870.56		22185	1/24/24
18056-96	VEENSTRA & KIMM INC	ENGINEERING	6,547.92		22185	1/24/24
18082-11	VEENSTRA & KIMM INC	ENGINEERING	3,381.72		22185	1/24/24
18082-9	VEENSTRA & KIMM INC	ENGINEERING	1,304.50		22185	1/24/24
18084-6	VEENSTRA & KIMM INC	PRAIRIE POINTE PARK AMENITIES	656.50		22185	1/24/24
18085-3	VEENSTRA & KIMM INC	PRAIRIE POINTE PARK AMENITIES	682.50		22185	1/24/24
18086-1	VEENSTRA & KIMM INC	ENGINEERING	776.00		22185	1/24/24
18086-2	VEENSTRA & KIMM INC	ENGINEERING	388.00	16,480.70	22185	1/24/24

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
9953086540	VERIZON WIRELESS	CHALL/FIRE PHONES		169.94	22173	1/22/24
75944	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	238.00		22174	1/22/24
75956	WASTE SOLUTIONS OF IOWA	PORTABLE RESTROOMS	187.00	425.00	22174	1/22/24
240110016718	WELLMARK	GROUP INSURANCE		1,494.88	22175	1/22/24
22JAN2024	WEX BANK	FUEL		210.90	22176	1/22/24
21DEC2023	WRH, INC	PAY REQUEST #5	106,200.28		22193	1/31/24
22JAN2024	WRH, INC	WTP EXPANSION PAY #6	101,441.32		22177	1/22/24
31JAN2024	WRH, INC	PAY ESTIMATE #4	290,733.18	498,374.78	22193	1/31/24
Accounts Payable Total				651,715.63		

Payroll Checks

001	GENERAL	4,383.79
110	ROAD USE TAX	363.61
600	WATER	2,361.67
610	SEWER	1,925.33
740	STORM WATER	145.44

Total Paid On: 1/31/24 9,179.84

Total Payroll Paid 9,179.84

Report Total 660,895.47

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	42,781.77
110	ROAD USE TAX	1,336.38
306	SEWER LAGOON FACILITY	3,381.72
313	PRAIRIE POINT PARK-2022A	1,339.00
314	WA TRTMENT EXT-2022A	498,374.78
317	LIFTSTATION PROJ-2022A	92,506.25
600	WATER	6,708.78
610	SEWER	9,583.72
740	STORM WATER	4,883.07

	TOTAL FUNDS	660,895.47

**CITY OF ELKHART BUSINESS MEETING MINUTES, JANUARY 16TH, 2024 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

1. Call to Order

Mayor Kaczmarczyk called the meeting to order at 6:00 PM

2. Pledge of Allegiance

Mayor Kaczmarczyk led the room in the Pledge of Allegiance

3. Roll Call

Council Members Present: Brad Campbell, Brad Fordyce, Angie Schaffer, Jill Edler, Rob Fouraker

4. Approval of Agenda

Motioned by Edler, seconded by Campbell to approve agenda as published, motion carried

5. Citizen Hearing and Other Communications

a. Polk County Sheriff Report

Submitted a report-55 Calls reported for December

b. Scott Drey-Fire Chief

Submitted a report-16 calls, 2 rescue, 11 medical, 2 hazmat, 1 fire. Ended 2023 with 152 calls. Scott will have a resolution on February's meeting for \$39,000 to purchase 24 new bottles for fire department.

Gave update on search for new fire truck. Still no progress yet.

c. Public Comments on items not on the Agenda-3-minute limit

Hess asked if it was possible to preapprove Scott Drey a certain amount of money for new fire department supplies (potentially a new fire truck) in case he found one before council is able to approve it at future council meetings. Mayor Kaczmarczyk said it is something we could possibly look into to see if it is possible

6. Public Hearing

a. Changes to the city zoning ordinance regarding barbed wire fencing

Motioned by Campbell, seconded by Schaffer to open public hearing on changes to City Ordinance

Kappos gave explanation of this change. Planning and Zoning recommends approval

Motioned by Fordyce, seconded by Fouraker to close public hearing on changes to City Ordinance

b. Changes to the city zoning ordinance regarding temporary uses

Motioned by Fordyce, seconded by Edler to open public hearing on changes to City Ordinance

Kappos gave explanation of this change. Planning and Zoning recommends approval

Motioned by Schaffer, seconded by Edler to close public hearing on changes to City Ordinance

c. Changes to the city zoning ordinance regarding the zoning map

Motioned by Campbell, seconded by Fordyce to open public hearing on changes to City Ordinance

Kappos gave explanation of this change. Planning and Zoning recommends approval

Motioned by Campbell, seconded by Edler to close public hearing on changes to City Ordinance

7. Reports of Elected Officials, City Staff, and Standing Committees

Campbell reported that Public Works had nothing to report at this time as it had been a very busy week with all the snow fall. Schaffer had concern for Cemetery committee about what happened to the Veteran pictures that were once hanging up in the Community Center and would like to figure out where these pictures are. Edler had questions about head officials for each committee and would like to be assigned to Parks and Rec. Fordyce gave update on railroad crossing, repairs will be made to it once snow has melted. Fordyce gave update on gas station project and gave update on City Administrator Search. Meeting set for February 5th at 10AM to review Urban Development Plan. Lastly Fordyce gave update on ice fishing from information he got from DNR directly. Mayor Kaczmarczyk gave recognition to Public Works and Campbell for all their hard work during the last few snowstorms. Once new Administrator is hired Mayor would like to have a sit-down meeting with all of Council and City staff to discuss needs, wants, etc. Acting City Clerk talked about issues with the heat at the City Hall and possible way to resolve that for the time being. Sands gave update on Wenthold Annexation and was approved by the State.

8. Consent Agenda Resolution 2024-1

Motioned by Elder, seconded by Fouraker to approve Consent Agenda, motion carried

9. Resolution 2024-2

Motioned by Fordyce, seconded by Elder to approve first reading for proposed changes to the City Zoning ordinance regarding barbed wire fencing, motion carried

**CITY OF ELKHART BUSINESS MEETING MINUTES, JANUARY 16TH, 2024 – 6:00 P.M. ELKHART
COMMUNITY CENTER**

10. Resolution 2024-3

Motioned by Campbell, seconded by Fordyce to approve first reading for proposed changes to the City Zoning ordinance regarding temporary uses, motion carried

11. Resolution 2024-4

Motioned by Schaffer, seconded by Fouraker to approve first reading for proposed changes to the City Zoning ordinance regarding zoning map, motion carried

12. Resolution 2024-5

Motioned by Fordyce, seconded by Campbell to approve pay request #1 for Main Lift Station, motion carried

13. Resolution 2024-6

Motioned by Fordyce, seconded by Schaffer to approve pay request #6 for WTP project, motion carried

14. Resolution 2024-7

Motioned by Campbell, seconded by Edler to approve public hearing on February 20th regarding designation of the Expanded Elkhart Urban Renewal Area and on Urban Renewal Amendment, motion carried

15. Resolution 2024-8

Motioned by Fordyce, seconded by Schaffer to Approve date of January 29th at 6:00PM for Council Budget work-session, motion carried

16. Adjourn

Motioned by Campbell, seconded by Edler to adjourn the Council Meeting at 6:57PM

Asset:

Marissa Butler, Acting City Clerk

John. M Kaczmarczyk, Mayor

CITY OF ELKHART SPECIAL MEETING MINUTES, JANUARY 22ND, 2024 – 6:00 P.M. VIRTUAL

1. Call to Order

Mayor Kaczmarczyk called the meeting to order at 6:00 PM

2. Pledge of Allegiance

Mayor Kaczmarczyk led the Pledge of Allegiance

3. Roll Call

Council Members Present: Brad Campbell, Angie Schaffer, Jill Edler, Rob Fouraker. Absent: Brad Fordyce

4. Enter into closed session to discuss candidates for open City Administrator position

Motioned by Edler, seconded by Campbell to enter into closed session to discuss candidates for open City Administrator position, motion carried

Motioned by Edler, seconded by Fouraker to exit closed session, motion carried

5. Adjourn

Motioned by Schaffer, seconded by Campbell to adjourn meeting at 6:51PM

Asset:

Marissa Butler, Acting City Clerk

John. M Kaczmarczyk, Mayor

**CITY OF ELKHART BUSINESS MEETING MINUTES, JANUARY 29TH, 2024 – 6:00 P.M. ELKHART
CITY HALL-BUDGET WORK SESSION**

1. Call to Order

Mayor Kaczmarczyk called the meeting to order at 6:00 PM

2. Pledge of Allegiance

Council Member Rob Fouraker led the room in the Pledge of Allegiance

3. Roll Call

Council Members Present: Angie Schaffer, Jill Edler, Rob Fouraker Absent: Brad Campbell, Brad Fordyce

4. Budget Work Session

Matt Stoffel and Council met and spoke about budget

5. Adjourn

Motioned by Edler, seconded by Schaffer to adjourn meeting @ 7:46PM

Asset

Marissa Butler, Acting City Clerk

John. M Kaczmarczyk, Mayor

Necessity and Establish an Urban
Renewal Area, Pursuant to Section
403.4 of the Code of Iowa and Approve
Urban Renewal Plan Amendment for
the Elkhart Urban Renewal Area

PUBLIC HEARING ON FEBRUARY,
2024 ADDITION TO THE ELKHART
URBAN RENEWAL AREA AND URBAN
RENEWAL PLAN AMENDMENT

481239-15

Elkhart, Iowa

February 20, 2024

The City Council of the City of Elkhart, Iowa, met on February 20, 2024, at 6:00 p.m., at the Community Center, in the City for the purpose of conducting a public hearing on the designation of the expanded Elkhart Urban Renewal Area and on urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of an urban renewal area and on a proposed urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Elkhart Urban Renewal Area,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Elkhart Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council of the City of Elkhart, Iowa (the “City”) has previously created the Elkhart Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to PARSHVA LLC in connection with the construction of a commercial building for use in the business operations of a gas station; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on February 20, 2024; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the North Polk Community School District; the consultation meeting was held on February 5, 2024; and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the February, 2024 Addition to the Elkhart Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the project and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development project described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved February 20, 2024.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
February, 2024 Addition to the Elkhart Urban Renewal Area

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY SS:
CITY OF ELKHART

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Elkhart, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating an urban renewal area and approving the urban renewal plan amendment for the Elkhart Urban Renewal Area in the City.

WITNESS MY HAND this ___ day of _____, 2024.

City Clerk

CITY OF ELKHART, IOWA

URBAN RENEWAL PLAN AMENDMENT
ELKHART URBAN RENEWAL AREA

FEBRUARY, 2024

The Urban Renewal Plan (the “Plan”) for the Elkhart Urban Renewal Area (the “Urban Renewal Area”) of the City of Elkhart, Iowa (the “City”) is being amended for the purposes of adding certain property to the Urban Renewal Area and identifying a new urban renewal project to be undertaken therein.

1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the February, 2024 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to the Property.

2) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Gas Station Development Project

Date of Council Approval of Project: February 19, 2024

Description of the Project and Project Site: PARSHVA LLC (the “Developer”) is undertaking the construction of a new commercial building (the “Project”) on the Property (as described in Section 1 of this Amendment) for use in the business operations of a gas station. It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$20,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction of the Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$750,000, plus the Admin Fees.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$6,307,125</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred in connection with this February, 2024 Amendment*:	<u>\$ 770,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

EXHIBIT A

LEGAL DESCRIPTION

Certain real property situated in the City of Elkhart, Polk County, State of Iowa more particularly described as:

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

Urban renewal plan amendment

Michael Kappos <mjkappos@aol.com>

Wed 2/14/2024 6:04 PM

To: Marissa Butler <deputyclerk@cityofelkhart.com>

To the Elkhart City Council:

The Elkhart Planning and Zoning Commission met on Monday, February 12, 2024, to consider the proposed amendment to the urban renewal plan for the Elkhart Urban Renewal Area.

After discussion, the Commission voted that the proposal is consistent with the city's comprehensive plan and recommends that the Council approve the proposed amendment.

Respectfully submitted,

Michael Kappos
Chairman

[Sent from the all new AOL app for Android](#)

An Ordinance Providing for the
Division of Taxes Levied on Taxable
Property in the February, 2024
Addition to the Elkhart Urban
Renewal Area, Pursuant to Section
403.19 of the Code of Iowa

MINUTES PROVIDING FOR PASSAGE
OF AN ORDINANCE ESTABLISHING A
TAX INCREMENT FINANCING
DISTRICT FOR THE FEBRUARY, 2024
ADDITION TO THE ELKHART URBAN
RENEWAL AREA

481239-15

Elkhart, Iowa

February 20, 2024

The City Council of the City of Elkhart, Iowa, met on February 20, 2024, at 6:00 o'clock p.m., at the Community Center in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration.

It was moved by Council Member _____ and seconded by Council Member _____ that the statutory rule requiring an ordinance to be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried.

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," now be put upon its final consideration and adoption. The Mayor put the question on the final consideration and adoption of the ordinance and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the ordinance duly adopted, as follows:

ORDINANCE NO. _____

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Elkhart, Iowa (the “City”) previously enacted an ordinance entitled “An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa”; and

WHEREAS, pursuant to that ordinance, certain taxable property within the Elkhart Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the February, 2024 Addition to the Elkhart Urban Renewal Area of the City of Elkhart, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Elkhart to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Elkhart, Iowa.

“County” shall mean Polk County, Iowa.

“2024 Urban Renewal Area Addition” shall mean the February, 2024 Addition to the Elkhart Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on February 20, 2024:

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

“Urban Renewal Area” shall mean the entirety of the Elkhart Urban Renewal Area as amended from time to time.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the 2024 Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the 2024 Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the 2024 Urban Renewal Area Addition is located, shall be divided as follows:

(a) 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 2024 Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the 2024 Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the 2024 Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the 2024 Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the 2024 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the 2024 Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Elkhart, Iowa, on February 20, 2024.

Mayor

Attest:

City Clerk

•••••

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2024, the City Clerk of the City of Elkhart, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on February 20, 2024, entitled: "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2024.

County Auditor

STATE OF IOWA
POLK COUNTY
CITY OF ELKHART

SS:

I, the undersigned, City Clerk of the City of Elkhart, State of Iowa, do hereby certify that I caused to be published "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
POLK COUNTY
CITY OF ELKHART

SS:

I, the undersigned, City Clerk of the City of Elkhart, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the February, 2024 Addition to the Elkhart Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

Resolution Setting a Date of Meeting
at Which it is Proposed to Approve a
Development Agreement with
PARSHVA LLC, Including Annual
Appropriation Tax Increment Payments
(March 18th)

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(PARSHVA LLC)

481239-15

Elkhart, Iowa

February 20, 2024

A meeting of the City Council of the City of Elkhart, Iowa, was held at 6:00 p.m., on February 20, 2024, at the Community Center, Elkhart, Iowa, pursuant to the rules of the Council. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with PARSHVA LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with PARSHVA LLC (the “Developer”) in connection with the construction of a commercial building for use in the business operations of a gas station; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed \$750,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This Council shall meet on March 18, 2024, at _____ p.m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH PARSHVA LLC AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS**

The City Council of the City of Elkhart, Iowa, will meet at the _____, on March 18, 2024, at _____ p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and PARSHVA LLC (the “Developer”) in connection with the construction by the Developer of a commercial building for use in the business operations of a gas station, which Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments to the Developer in a total amount not exceeding \$750,000, as authorized by Section 403.9 of the Code of Iowa.

The commitment to make annual appropriation incremental property tax payments to the Developer under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Elkhart Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Elkhart, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Marissa Butler
City Clerk

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

Passed and approved February 20, 2024.

Mayor

Attest:

City Clerk

••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY
CITY OF ELKHART

SS:

I, the undersigned, City Clerk of the City of Elkhart, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Elkhart, Iowa (the “City”) and PARSHVA LLC (the “Company”) as of the ___ day of _____, 2024 (the “Commencement Date”).

WHEREAS, the City has established the Elkhart Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company has proposed to acquire certain real property (the “Property”) from the City which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto; and

WHEREAS, the Company has proposed to undertake the construction of a new commercial building (the “Project”) on the Property for use in the business operations of a gas station; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculations on Incremental Property Tax Revenues, as hereinafter defined, under this Agreement and Section 403.19 of the Code of Iowa shall be the taxable assessed valuation of the Property as of January 1, 202[4] (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Property Acquisition; Project Construction; Operational Requirement.

a) City Property Acquisition

The Company agrees to acquire the City Property by no later than _____, 2024. This real estate transaction shall be more specifically documented under separate real estate purchase agreements, deeds and such other documentation as shall be deemed necessary by the parties.

b) Project

The Company agrees to construct the Project on the Property. The Company agrees to submit a detailed site plan (the “Site Plan”) for the development of the Project to the City. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit B. The Company

agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, [2024].

The Company agrees to maintain ownership of the Property and to ensure that the completed Project is used in the business operations of a gas station throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

c) **Maintenance of Property**

Further, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and 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. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. **Company’s Certifications.** Upon request by the City, the Company agrees to certify (the “Operational Certification”) to the City by no later than each October 15th during the Term, commencing October 15, 202[5], demonstrating that the Business Operations Requirement is being met by the Company. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Company is in compliance with the Business Operations Requirement.

3. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the “Assessment Agreement”), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the Project, at not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Minimum Assessed Valuation”) in the aggregate as of January 1, 202[5] (the “First Valuation Date”). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Polk County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term (as hereinafter defined) of this Agreement.

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

5. **Property Tax Payment Certification.** For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Fifth Payment Years	95%
Sixth through Tenth Payment Years	90%

The Company agrees to certify to the City by no later than October 15 of each year during the Term, commencing October 15, 202[5] an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$12,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues before making any Payments to the Company, as provided for under Section B.1 below, in order to recover some or all of the Actual Admin Costs.

7. Reversionary Interest. Notwithstanding any other provision of this Agreement, the conveyance of the City Property shall be made subject to the express condition that the Developer shall substantially complete construction of the Project in accordance with the Developer’s approved site plan by no later than December 31, [2024], and shall thereafter use and operate the property as a convenience store/grocery store/gas station facility in accordance with customary industry practices and use restrictions of record.

If said condition as to all or any part of the Project is not met, then, at the City’s option, exercisable by written notice to Developer at any time following the transfer and failure to meet

any of the requirements, which notice sets forth the nature of the breach or violation and further provided that if the breach or violation is not corrected to City's reasonable satisfaction within 30 days of the date of receipt of the notice, then all right, title and interest in and to the City Property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and revest in the City and City's assigns, as fully and completely as if the Deed had not been executed. Written notice shall be by first class U.S. Mail, postage prepaid, to the Developer, at the address set forth below, and shall be deemed received after three days after being deposited in the mail.

This Reversion and corresponding use restriction shall be more specifically documented under separate real estate purchase agreements, deeds and such other documentation as shall be deemed necessary by the City, and shall survive the termination of this Agreement. The City may file a verified claim pursuant to Iowa Code 614.24 to preserve the Reversion and associated use restrictions beyond the 21-year limitations period provided by Iowa Code.

8. Default Provisions.

- a) Events of Default. 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 (unless otherwise provided), any one or more of the following events:
- i. Failure by the Company to acquire the Property pursuant to the terms and conditions of this Agreement.
 - ii. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
 - iii. Failure by the Company to comply with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
 - iv. Failure by the Company to enter into the Assessment Agreement.
 - v. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
 - vi. Failure by the Company to comply with Section A.5 of this Agreement.
 - vii. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.
- b) Notice and Remedies. Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:
- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
 - ii. Withhold the Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make ten (10) annual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed seven hundred fifty thousand dollars (\$750,000) (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

This Agreement assumes that the new taxable valuation of the Project will go on the property tax rolls as of January 1, 202[5]. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 202[7], and continuing through and including June 1, 20[36], or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 20[25] the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 20[36].

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 202[7], the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 202[5]), provided, however, that no Payment shall exceed the actual

amount of Incremental Property Tax Revenues received by the City from the Polk County Treasurer during the twelve (12) months immediately preceding each Payment date attributable to the taxable valuation of the Property with the Project thereon.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 20[36] or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

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

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

CITY OF ELKHART, IOWA

By: _____
Mayor

Attest:

City Clerk

PARSHVA LLC

By: _____
[Name, Title]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

EXHIBIT B

SITE PLAN

EXHIBIT C
FORM OF MINIMUM ASSESSMENT AGREEMENT

MINIMUM ASSESSMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

City of Elkhart, Iowa, 260 NW St., Elkhart, IA 50073; Phone: 515-367-4735

City:

City of Elkhart, Iowa

Property Owner:

PARSHVA LLC

Legal Description:

See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ___ day of _____, 2024, by and among the City of Elkhart, Iowa (the “City”), PARSHVA LLC (the “Property Owner”), and the County Assessor of Polk County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Elkhart Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the construction of a light industrial building (the “Project”) on the Property; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2024, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 202[5], and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 202[5], the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 202[5], and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review

of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. The Property Owner further agrees that until this Agreement is terminated it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

5. This Agreement, and the minimum assessed valuation established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

6. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2023) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

7. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6.

8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF ELKHART, IOWA

By: _____
Mayor

Attest:

City Clerk

PARSHVA LLC

By: _____
[Name, Title]

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by John M. Kaczmarczyk and [Name of City Clerk], the Mayor and City Clerk, respectively, of Elkhart, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
)
COUNTY OF POLK) SS:

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ the _____ of PARSHVA LLC, a Kansas limited
liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Lot 2 and Lot 1 in Prairie Pointe Commercial Plat 1, and Official Plat, except Parcel A of the Plat of Survey filed in the Office of the Recorder for Polk County, Iowa on August 21, 2006, and recorded in Book 11814, Page 71, being a part of said Lot 1, now included in and forming a part of the City of Elkhart, Polk County, Iowa.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) until termination of the Agreement.

County Assessor for Polk County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

[Assessor Certification]

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

[Lienholder's Consent]

To be filed with Assessment Agreement

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$_____.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT D
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
 \$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
 \$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
 \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
 \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
 \$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage* (____%) = Company's Estimate (\$_____).

<u>Fiscal Year of City</u>	<u>Annual Percentage</u>
First through Fifth Payment Years	95%
Sixth through Tenth Payment Years	90%

REVIEW OF SUBDIVISION

(WITHIN TWO MILES OF CITY LIMITS)

MODEL LEGEND
 COUNTY POLK
 TOWNSHIP 44 N
 RANGE 23W
 SECTION 24
 PROPRIETOR: THIELGES, BRIAN AND ACCOLA, PAUL H
 SURVEYOR: MICHAEL DAVIS, PLS

LEGAL DESCRIPTION:
 A TRACT OF LAND IN THE NORTHWEST 1/4 (NW 1/4) OF THE NORTHWEST 1/4 OF THE 24TH SECTION, IOWA MOORE HARTWELL, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTH CORNER OF SAID SECTION 24, THENCE
 THENCE NORTH 89° 58' 52" EAST, 131.50 FEET, THENCE NORTH 89° 58' 52"
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PROJECT BULK REGULATIONS
 REGULATIONS
 SIDE YARD SWL 20'
 REAR YARD SWL 50'
 MIN. LOT SIZE 35 AC
 MAX. LOT COVERAGE 5%
 MAX. PRINCIPLE BUILDING HEIGHT 20' (AGRICULTURE)

ENGINEER/SURVEYOR:
 MANAGEMENT OFFICE:
 3000 BE GRIMES BLVD SUITE 800
 OFFICE (515) 988-5048
 FAX (515) 988-0588
 PROJECT MANAGER: MERLIN DAVIS
 MOBILE: (815) 447-5755
 EMAIL: merlind@wheelerlang.com
 CHAIRMAN: DREW L. GIBBS, PLS
 MOBILE: (515) 488-3101
 EMAIL: towafarmland@gmail.com

UTILITY SERVICE PROVIDERS
 CSEE CONSULTING ENERGY
 CONTACT NAME: JIM IONIS
 CONTACT PHONE: 847741942
 CONTACT EMAIL: jon@csenergy.com
 I (M) FLINT HILLS RESOURCES, LLC
 CONTACT NAME: JEFF EWART
 CONTACT PHONE: 3188282024
 CONTACT EMAIL: jon@csenergy.com
 I (M) VERIZON
 CONTACT NAME: INVESTIGATIONS
 CONTACT PHONE: 4888884080
 INVESTIGATIONS@VERIZON.COM
 "NO RESPONSE"
 I (M) SOUTHHEAST POLY BURIAL
 WATER LOTS
 CONTACT NAME: EG Clark
 CONTACT PHONE: 3188282024
 CONTACT EMAIL: jon@csenergy.com

WINDS WINDSTREAM
 CONTACT NAME: LOCATE DESK
 CONTACT PHONE: 8002881961
 LOCATE@WINDSTREAM.COM
 WMS MAGELLAN MIDSTREAM
 CONTACT NAME: Dyan Gilman
 CONTACT PHONE: 918747098
 CONTACT EMAIL: dyan.gilman@magellanps.com

I (M) J CENTURION
 CONTACT NAME: EG Clark
 CONTACT PHONE: 3188282024
 CONTACT EMAIL: jon@csenergy.com
 NationalGas@CenturyLink.com

IOWA ONE CALL
 CALL BEFORE YOU DIG
 1-877-468-6868
 WWW.IOWAONECALL.COM

PROJECT NO.	#23176
DESIGNER/REVIEWER BY:	MJD
DATE:	12/06/2023

NO.	NO.	REVISION DESCRIPTION	DATE
1			
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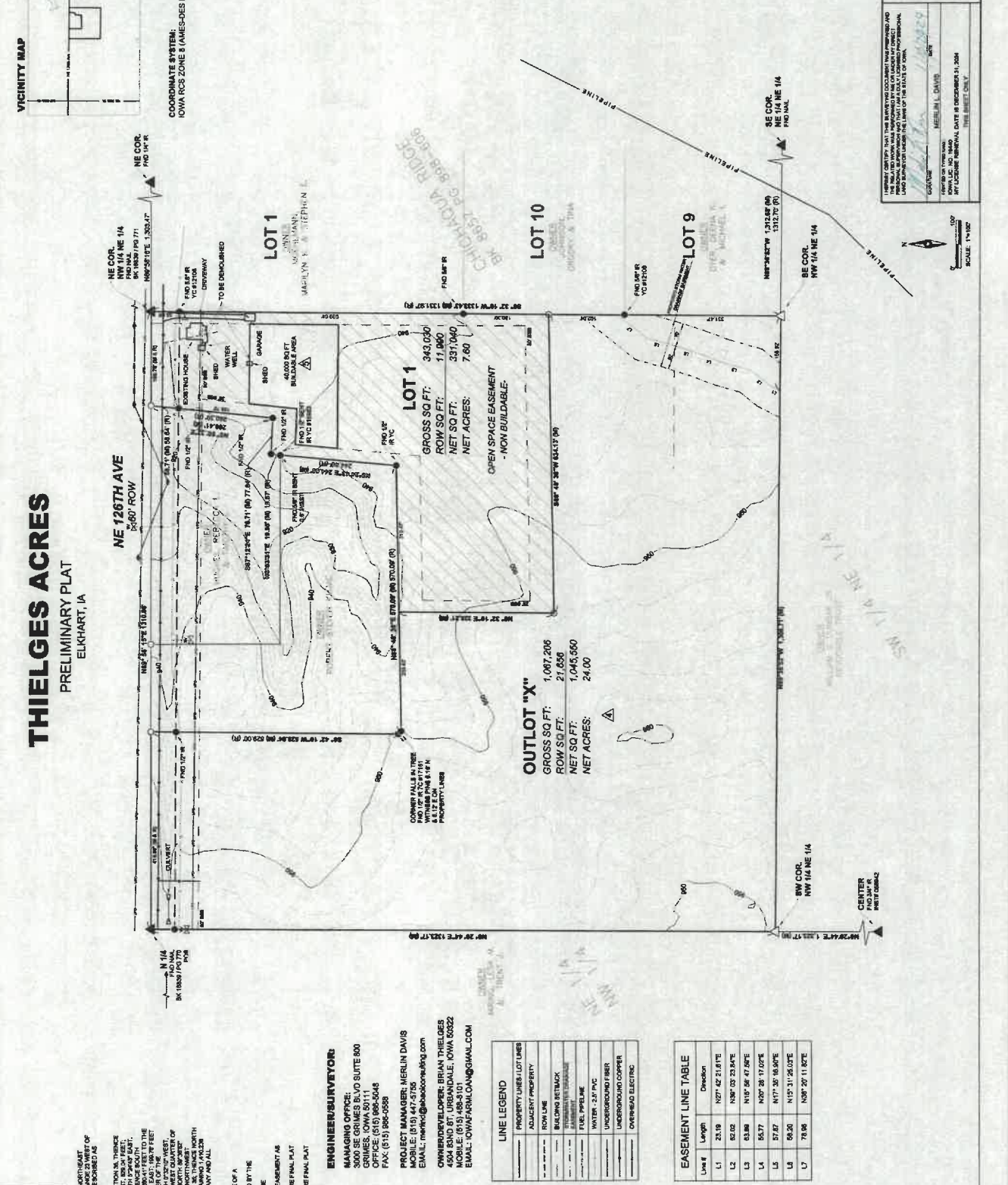
AMC CONSULTING
 CIVIL ENGINEERING & SURVEYING
 1514 WOOD ST
 DES MOINES, IA 50319
 OFFICE: 515-281-8800
 FAX: 515-281-8801
 WWW.AMC-CONSULTING.COM

THIELGES ACRES
 PRELIMINARY PLAT
 ELKHART, IOWA
 SCALE: 1"=80'

REGISTERED PROFESSIONAL ENGINEER
 MICHAEL DAVIS, PLS
 IOWA LICENSE NO. 15840
 EXPIRES 12/31/2026

REGISTERED PROFESSIONAL SURVEYOR
 MICHAEL DAVIS, PLS
 IOWA LICENSE NO. 15840
 EXPIRES 12/31/2026

REGISTERED PROFESSIONAL LAND SURVEYOR
 MICHAEL DAVIS, PLS
 IOWA LICENSE NO. 15840
 EXPIRES 12/31/2026



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Second reading for proposed
changes to the city zoning
ordinance regarding barbed
wire fencing

41.10 BARBED WIRE AND ELECTRIC FENCES. It is unlawful for a person to use barbed wire or electric fences to enclose land within the City limits without the written consent of the Council unless such land consists of 10 acres or more and is used as agricultural land.

Add to end: except as otherwise provided in Section 157.07.

157.07. INDUSTRIAL DISTRICTS. In any industrial district, a chain link fence not exceeding eight feet in height is permitted in the limits of the rear yards and interior side yards.

Add to end: Such fence may be topped by three strands of barbed wire, provided that the overall height does not exceed eight feet, and the barbed wire is not less than six feet above grade.

Second reading for proposed
changes to the city zoning
ordinance regarding
temporary uses

Section 165.28 Temporary Uses

1. Authorization

Temporary uses are permitted only as expressly provided in this section.

2. Permit required

No temporary use shall be established unless a Certificate of Use application showing compliance with the provisions of this Ordinance has been completed and issued by the Zoning Administrator.

3. Use Limitation

No signs in connection with a temporary use shall be permitted unless otherwise permitted.

4. Particular Temporary Uses Permitted

The following are temporary uses which are subject to specific regulations and standards as set forth below, in addition to the other requirements specified in this Ordinance.

A. Christmas Tree Sales

- (1) Permitted in any C-1, C-2, L-1, or I-1 district.**
- (2) Maximum length of permit for display and open-lot sales shall be forty-five (45) days per year.**

B. Contractor's Office, Construction Equipment Sheds, and Trailers

- (1) Permitted in any district, where the temporary use is incidental to a construction project with an active building permit.**
- (2) Maximum length of temporary permit shall be one (1) year.**
- (3) The temporary structure shall be removed from the property upon issuance of an occupancy permit for the new or rehabilitated building.**
- (4) Such permits shall be renewable at the discretion of the Zoning Administrator.**

C. Real Estate Sale Office

- (1) Permitted on the property of the new development approved in accordance with the City of Elkhart Zoning and Subdivision Ordinances. A model home may be used as a temporary sales office.**

(2) Maximum length of permit shall be one (1) year, and may be renewed from year to year until the completion of the development.

(3) The office shall be removed upon completion of the development of the subdivision.

D. Temporary Shelter

(1) When fire or natural disaster has rendered a single-family residence unfit for human habitation, the temporary use of a camper or recreational vehicle located on the single-family lot during rehabilitation of the original residence or construction of a new residence is permitted subject to the following additional regulations:

(a) Required water and sanitary waste facilities must be provided.

(b) Maximum length of permit shall be six (6) months, but the Zoning Administrator or designee may extend the permit for a period or periods not to exceed sixty (60) days in the event of circumstances beyond the control of the owner. Application for the extension shall be made at least fifteen (15) days prior to expiration of the original permit.

(2) A recreational vehicle (RV) or camper may be used for temporary shelter in the City of Elkhart for a period not to exceed twenty-one (21) days in a calendar year and not more than fourteen (14) consecutive nights during any one stay. This is to accommodate traveling visitors. The following additional requirements must be met:

(a) Health regulations and disposal of waste must be met.

(b) Limited to one RV or camper at a time per property.

(c) The twenty-one (21) days in a calendar year are per property.

E. Produce or Farm Stands

A stand or display for the sale of produce or other farm products grown on property.

(1) Not allowed in any residential zoned district.

(2) If operating as a temporary use shall not be open for more than six (6) months. If stand is located off property, written permission shall be provided from the landowner to the City.

(3) All temporary signs shall be affixed to the stand and, when added together, shall not exceed thirty-five (35) square feet in area. The sign(s) may contain the name of the stand

but shall only contain advertising that pertains to the produce sold at the stand. This type of sign shall require the issuance of a sign permit.

- (4) The stand and parking for the stand shall neither block nor be located in any right-of-way.
- (5) The stand shall not be located in any minimum front or side yard required in any C-1, C-2, L-1, or I-1 district, and shall be twenty-five (25) feet from any property line in any A-1 district.

F. Mobile Food Units

- (1) **Mobile Food Unit:** Any type of annually licensed food establishment that is a readily movable vehicle (on wheels), that is self-propelled (driven), or can be pulled or pushed to a location and used for the vending of food or beverage items to the public.
 - (a) **Permit:** Every Mobile Food Unit shall apply to Elkhart City Hall for a permit to operate at least three business days prior to use by providing the following information on a form to be provided by the City:
 - 1) The full name, age, permanent address and phone number of the applicant.
 - 2) A description of the food to be sold.
 - 3) The business name and address.
 - 4) The starting date and duration of the proposed sale.
 - 5) The address of the private property where the sale will be held, and the name and address of the property owner or the person in control of that property.
 - 6) A written statement from the property owner or person in control of the property listed in subsection 5) of this section that the applicant is authorized to use the property for a sale on the proposed dates.
 - 7) The period of time the applicant has been engaged in the same or similar business, and the jurisdictions in which the applicant has previously conducted business in the last year.
 - 8) A description of the structure, vehicle, tent, trailer or other configuration from which the sale will be conducted.

9) The application must be accompanied by a copy of all required permits and licenses, including but not limited to, a retail sales tax permit issued by the Iowa Department of Revenue. Applicant is required to obtain and establish in its application that has obtained insurance of the type and amounts specified.

10) A description of how bathroom facilities will be provided to satisfy the requirements of section (d).

(b) **Parking:** The premises of operation must have at least three paved off-street parking spaces dedicated to the Mobile Food Unit and is served by a paved driveway from a public right-of-way. For purposes of this subsection, a Mobile Food Unit may share parking with an existing business on the site only if available parking is sufficient to serve the normal operations of both. If the operation of a Mobile Food Unit at the site has caused an overflow of customer or employee parking into the street or other private parking lots in the vicinity within the past year, shared parking is presumed to be insufficient.

(c) **Duration:** License must be renewed annually with Elkhart City Hall.

(d) **Bathrooms:** Access to restrooms are required through written agreement with property owner of adjacent business operator.

(e) **Hours of operation:** Mobile Food Units are permitted to operate between 5:30 a.m. and 1:30 a.m. the following day unless the premises are located within 125 feet of any residentially zoned property. Within 125 feet of a residential property, mobile food units are allowed to operate between 8:00 a.m. and 10:30 p.m. on the same day. Mobile food units operating on premises subject to a permit shall remove all equipment, temporary structures, garbage, and any vehicle or trailer used in the operation of the business from the licensed premises and the underlying parcel at any time not open for business and during hours business is prohibited. This section does not apply to temporary closures of the business of up to 30 minutes two times during allowed hours of operation.

(f) **Restrictions—**not allowed as standalone use of vacant lot.

1) Must meet all applicable requirements of this section, the City Code, the Iowa Code, and the Iowa Administrative Code.

2) The premises of operation must be within a C-1, C-2, L-1, or I-1 zoning district.

3) The premises is not a parcel having a residential use as its principal use.

4) Trailers, vehicle, tents, equipment, and areas used for the storage, display or sale of food will be located only on a paved surface outside required zoning setback for structures and outside any required fire lanes and drive approaches.

(G) **Temporary Concrete Batch Plants or Temporary Asphalt Batch Plants or Temporary Concrete or Temporary Asphalt Recycling Plants associated with road projects.**

(1) Permitted in A-1, L-1 and I-1 districts subject to the following:

(a) Permitted by Conditional Use Permit for a period not to exceed three (3) years. Extension or renewal of such Conditional Use Permit shall not be authorized.

- (b) Permitted only as an ancillary facility to and existing permanent concrete or asphalt batch plant or concrete or asphalt recycling plant located within Polk County. This grant of privilege is for the same use as the existing facility only.
- (c) The Contractor shall submit a routing of trucks delivering raw materials to and from the proposed plant to Elkhart City Hall as a condition prior to approval.
- (d) The Contractor shall be required to restore the area to its original productive state prior to the end of the three (3) year operation time period.
- (e) Such facilities shall only be allowed to access via arterial or collector roads and highways. Access via local residential road serving residential areas shall be prohibited.
- (f) Entire site must be 600 feet from a single residential dwelling or 1,000 feet from a group of 3 or more residential dwellings clustered together at a spacing of 300 feet or less. A residence on the property on which a temporary use is located shall not be counted in this requirement.

(2) Also permitted for longer time periods under the following terms and conditions:

- (a) Permitted in all districts where allowed by conditional use permit in connection with the sand and gravel operation.
- (b) Such facility shall be erected only in conjunction with city, county, state or federal highway projects in Polk County.
- (c) They shall be permitted only for the period of such projects.
- (d) The contractor shall submit a routing of trucks delivering raw materials to and from the proposed plant to Elkhart City Hall as a condition prior to approval.
- (e) The contractor shall be required to restore the area to its original productive state.
- (f) Such facilities shall only be allowed to access via arterial or collector roads and highways. Access via local residential roads serving residential areas shall be prohibited.
- (g) Entire site must be 1,000 feet from a residential dwelling.

H. Fireworks stands

A stand for the sales of consumer fireworks as defined by state law.

- (1) Permitted in any C-2, L-1, I-1, or A-1 district.
- (2) Must meet setback requirements for zoning district, but not less than twenty-five (25) in A-1 district.
- (3) All signing shall meet the requirements of the Sign Code.
- (4) May operate only for dates allowed by state law.

Second reading for proposed
changes to the city zoning
ordinance regarding the
zoning map

ORDINANCE #2021-4

AN ORDINANCE AMENDING THE ELKHART CODE OF ORDINANCES CHAPTER 165 TO PROVIDE FOR NEW REGULATIONS WITHIN THE C-1 ZONING DISTRICT.

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF ELKHART, IOWA

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Elkhart Code of Ordinances Chapter 165 to provide for new regulations within the C-1 zoning district and rezone certain districts by amending the zoning ordinance. The changes were duly recommended by the Elkhart Planning and Zoning Commission on May 10, 2021.

SECTION 2. Amendment. Elkhart Code of Ordinances Chapter 165 is amended by replacing current Section 165.13 with the following:

165.13 C-1 CORE BUSINESS DISTRICTS.

1. **Permitted Uses.** The following regulations and uses permitted shall apply to all C-1 Core Business Districts:

A. Residential uses shall only be permitted on the 2nd floor and above. There shall be no ground floor residential uses.

B. Stores and shops for the conducting of any lawful retail business.

C. Banks, theaters, offices, taverns, pubs, brew pubs, restaurants and cafes.

D. Preschool and child daycare centers.

E. Other uses which in the opinion of the Zoning Administrator are of the same general character as those listed above as permitted uses and which will not be detrimental to the district in which they are located.

2. **Height of Buildings in C-1 Core Business Districts.** No building shall be erected to a height in excess of 35 feet.

3. **Required Dimensions in C-1 Core Business District.** Lot dimensions shall not be less than 25 feet in width and 50 feet in depth.

4. **Yards required.**

A. Rear yard – not less than 10 percent of the depth of the lot.

B. Side yard (if provided) – not less than 3 feet wide.

5. **Percentage of Lot Covered in C-1 Core Business Districts.** No building, to be used for said commercial purposes, shall occupy in excess of 90 percent of the area of the lot.

6. **Buffers.** If abutting or adjacent to a residential or industrial district, a buffer is required as described in Section 165.26, Screening.

7. **Surfacing Requirements.** See surfacing requirements in Section 165.27.

8. **Other Standards.** All uses shall meet the parking, architectural design, sign and other standards in this Code of Ordinances.

SECTION 3. Amendment. Elkhart Code of Ordinances Chapter 165 is also amended by updating the Zoning Map with the following changes to correspond to the changes in Chapter 165.13.

1. The C-1 Core Business District from Lincoln Avenue to Grant Avenue is re-zoned to R-1 (50).

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 5. 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 6: Effective Date. This ordinance shall be in effect on August 1, 2021, after final passage and publication as provided by law.

Passed by the City Council, of the City of Elkhart, on the 21st day of June, 2021, and approved this 21st day of June, 2021.

ATTEST:

CITY OF ELKHART, IOWA

Brenda Hysell, City Clerk

Colten Fors, Mayor

Ch. 165.06

Ordinance,

Amend official zoning map to change property listed as

(legal description) from A-1 Agricultural to

L-1 Light Industrial

MID AMERICA'S
electrical service to
the WTP



MidAmerican Energy Company
PO Box 657
Des Moines, IA 50306

December 21, 2023

City of Elkhart
Attn: Ron Cornwell
Elkhartshop@yahoo.com

Reference: Electric primary to new water treatment plant – 567 NW Main St - Elkhart
WMIS: 2997719

Dear Ron Cornwell:

We are pleased to submit the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to schedule the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6730.

Sincerely,
MidAmerican Energy Company

A handwritten signature in blue ink, appearing to read "Matt Novy", is written over a light blue horizontal line.

Matt Novy
Customer Project Coordinator

Enclosure: Design Map

REFUNDABLE ADVANCE FOR CONSTRUCTION
UNDERGROUND ELECTRIC DISTRIBUTION EXTENSION PROPOSAL
FOR SPECULATIVE USE – WMIS: 2997719

MidAmerican Energy Company, an Iowa corporation and City of Elkhart ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve City of Elkhart at 567 NW Main Street, Elkhart as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of **\$55,681.58** which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is required to work during the winter construction season, Applicant agrees to pay an additional sum of \$4.93 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.
 - b. If additional customers are connected to the above-described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.
 - c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.

- d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above-described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution.
8. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.

9. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drainpipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
10. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
11. Furnish and install the transformer pad with moat including specified elbows and ducts, according to the enclosed transformer pad drawings and minimum specifications. A level graded, 10-foot minimum clearance is to be maintained from the front of the pad to the nearest fixed structure.
12. Furnish and install an additional secondary duct for temporary service (if required).
13. All duct elbows shall be fiberglass, forty-eight inches in radius, heavy wall, with factory assembled plastic couplings on each end to mate with schedule 40 PVC duct.
14. Furnish and install barrier walls around the transformer that may be required by the governing authorities' standards to shield windows, doors, and other building openings.
15. Furnish and install guard post around transformer (if needed).
16. Notify MidAmerican Energy Company 48 hours before pouring the concrete transformer pad. Please contact me at (515) 252-6730, to arrange for an inspection.
17. Furnish, install, own, and maintain all secondary cable between the transformer and metering point.
18. Furnish easements to MidAmerican Energy Company without costs. (Furnish survey drawing and/or legal description for easement preparation). If a 3rd party easement is required, and cost in obtaining the easement will be paid by the applicant.

19. Install metering instrument transformers sized and furnished by MidAmerican Energy Company, furnish and install the meter socket and test switch for all instrument transformer services.
20. Furnish and install an electric meter setting for each tenant, applicable sockets, conduit, cabinets and wiring according to MidAmerican Energy Company's standards. Please contact your local customer project coordinator to complete the service application to initiate new meter and service connection.
21. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 21st day of December 2023

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____ 2023

APPLICANT:

By: _____

Title: _____

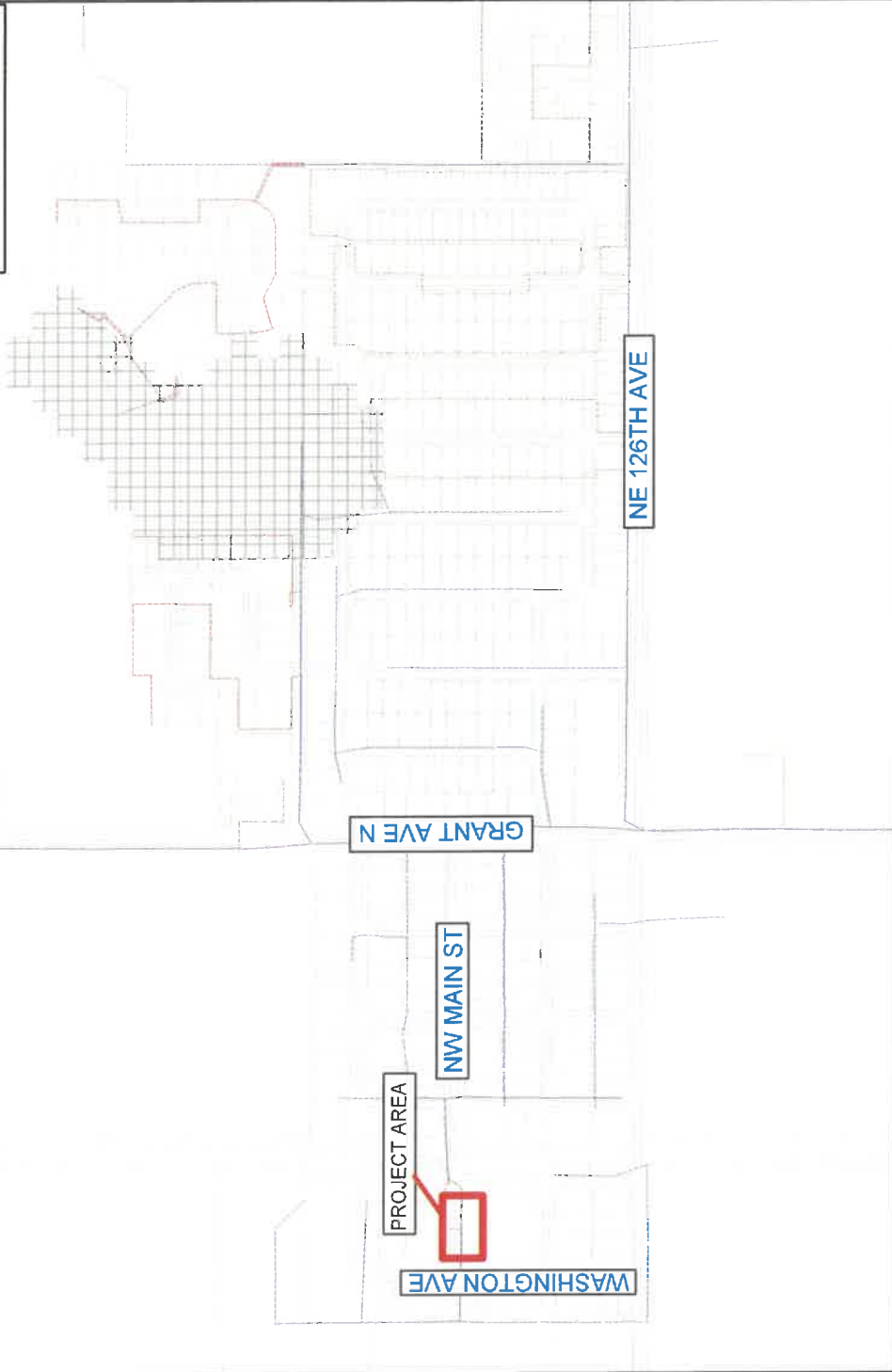


511 SW Delaware Ct, Ankeny, IA
Tale, Shihab

LEGEND

GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 3 PHASE CONDUCTOR
	EXISTING OVERHEAD 2 PHASE CONDUCTOR
	EXISTING OVERHEAD 3 PHASE FEEDER
	EXISTING OVERHEAD 2 PHASE FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1 PHASE CABLE
	EXISTING UNDERGROUND 3 PHASE CABLE
	EXISTING OVERHEAD 1 PHASE CONDUCTOR
	EXISTING OVERHEAD 2 PHASE CONDUCTOR
	EXISTING OVERHEAD 3 PHASE CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREET LIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD PHASE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PRIMARY TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING GAS SWITCHGEAR
	EXISTING OIL SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CABINET/BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY WOOD POLE
	EXISTING SEC. TRANSMISSION POLE
	EXISTING REC. DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWNSPOUT
	EXISTING STREET LIGHT
	EXISTING SECURITY LAMP
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY BREAKER
	EXISTING PRIMARY FUSE
	BASEMENT
	CUSTOMER INSTALLED DUCT
	INSTALLATIONS ARE NEPA ARE RED
	REWORKS ARE DISPLAYED IN GREEN

IOWA ONE CALL
1-800-292-8989
www.iowaeocall.com



WMS REV: 2997719-1
Date: 11/14/2023
Scale: 1 IN = X FT
Designer: HALLS AARON G

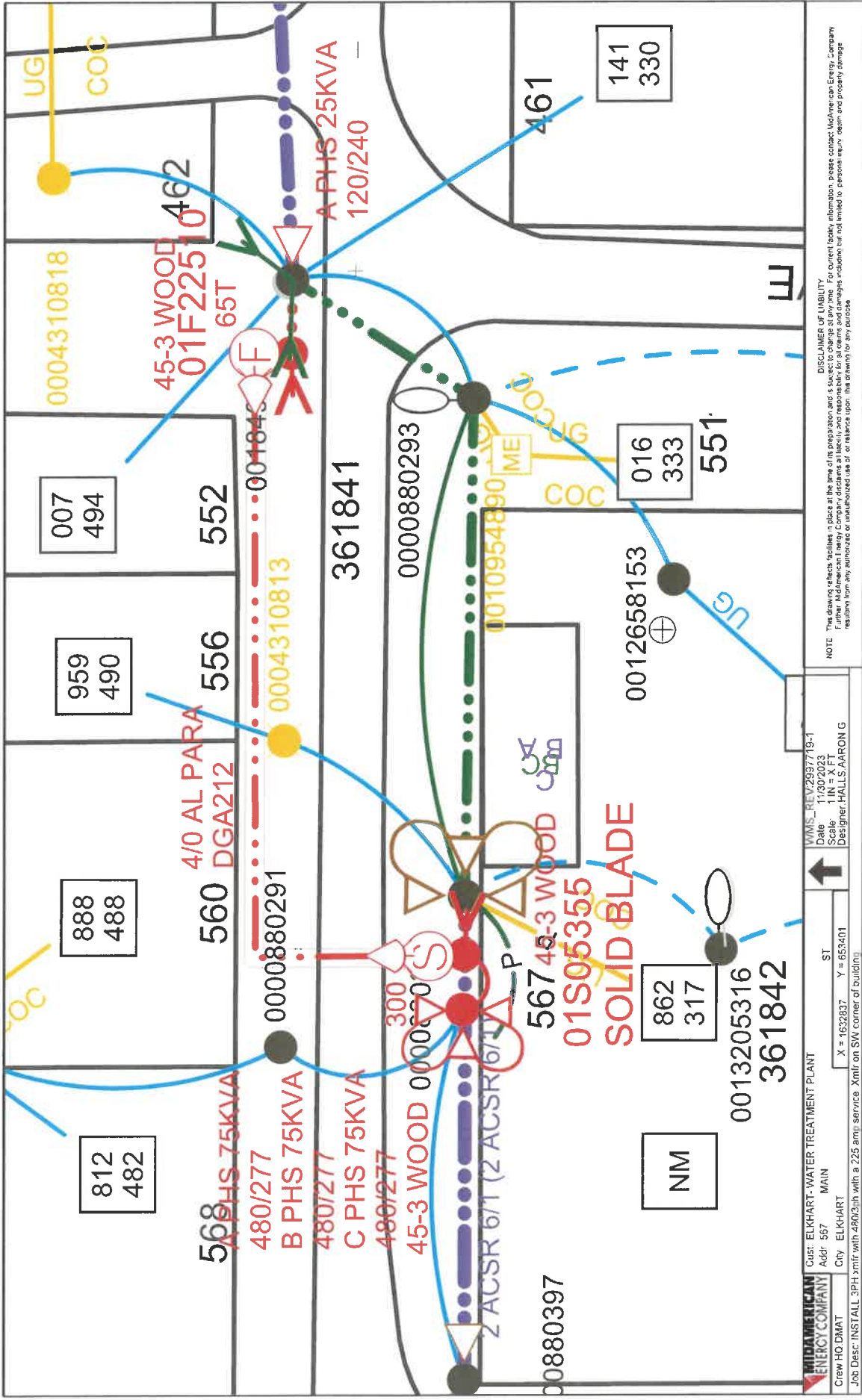


ST
X = 1632837 Y = 653401

MIDAMERICAN ENERGY COMPANY
Cust: ELKHART- WATER TREATMENT PLANT
Addr: 567 MAIN
City: ELKHART
Crew HQ: DMAT
Job Desc: Install 3PH xmfr with 480/3ph with a 400 amp service.

DISCLAIMER OF LIABILITY
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

OVERVIEW



NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact McAmerican Energy Company. Further, McAmerican Energy Company disclaims all liability and is not responsible for all claims and damages, including but not limited to personal injury, death and property damage, resulting from any products or manufactured use of or reliance upon, the drawings for any purpose.

DISCLAIMER OF LIABILITY

WMS_REV 2937719-1
 Date: 11/30/2023
 Scale: 1 IN = X FT
 Designer: HALLS, AARON G

ST
 X = 1632837 Y = 6534.01

Cust: ELKHART-WATER TREATMENT PLANT
 Addr: 567 MAIN
 City: ELKHART
 Job Desc: INSTALL 3PH xmfr with 480/277v with a 225 amp service Xmfr on SW corner of building

812
482

888
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959
490

007
494

568
A PHS 75KVA
480/277

560
B PHS 75KVA
480/277

556
C PHS 75KVA
480/277

552
45-3 WOOD
01F22510
65T

462
A PHS 25KVA
120/240

461
141
330

00880397
ZACSR 6/1 (2ACSR 6/1)
567 45-3 WOOD
01S05355
SOLID BLADE

0000880291
4/0 AL PARA
DGA212

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0000880293

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0013205316

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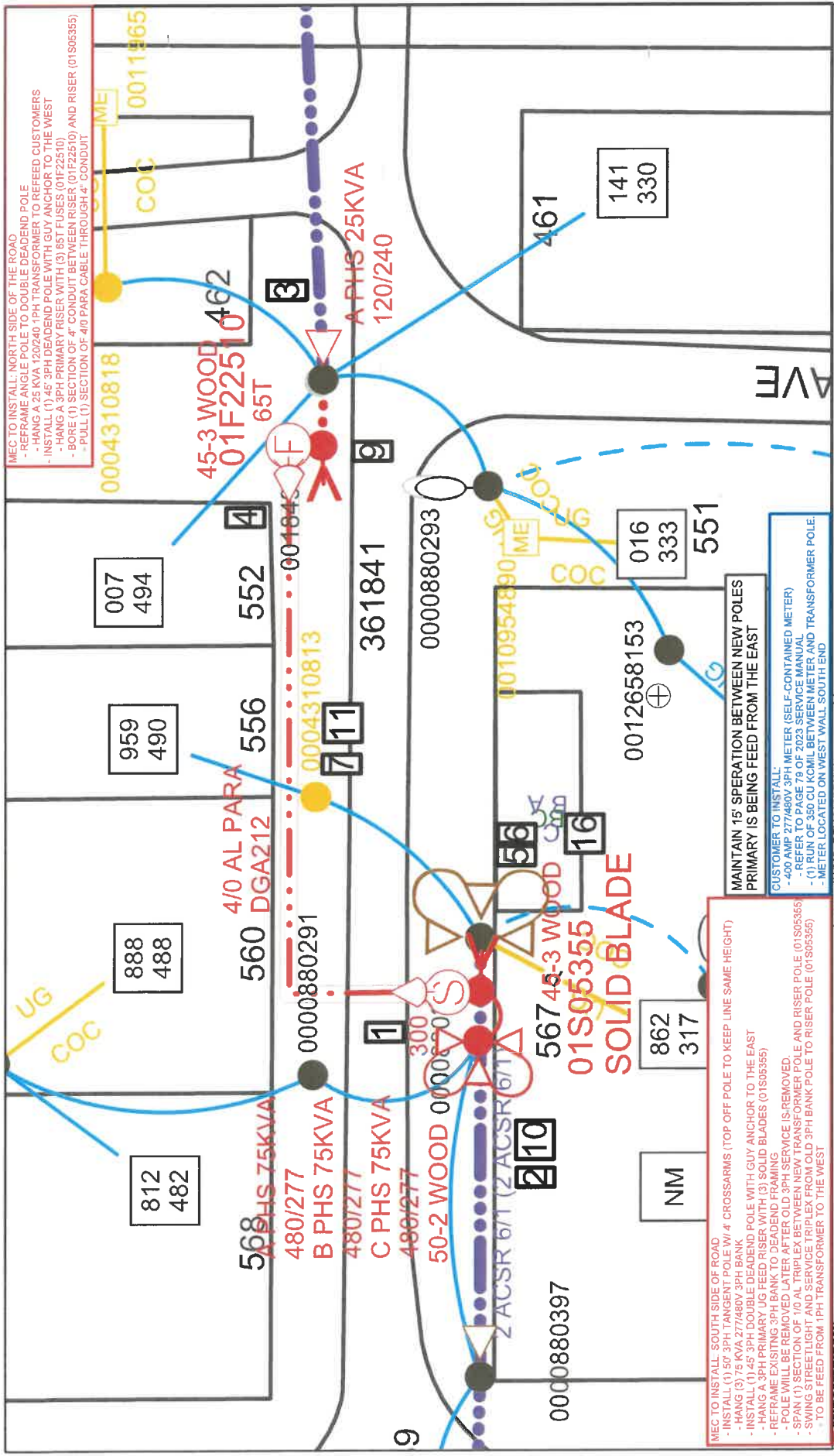
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MEC TO INSTALL: NORTH SIDE OF THE ROAD
 - REFRAME ANGLE POLE TO DOUBLE DEADEND POLE
 - HANG A 25 KVA 120/240 1PH TRANSFORMER TO REFERRED CUSTOMERS
 - INSTALL (1) 45 3PH DEADEND POLE WITH GUY ANCHOR TO THE WEST
 - HANG A 3PH PRIMARY RISER WITH (3) 65T FUSES (01F22510)
 - BORE (1) SECTION OF 4" CONDUIT BETWEEN RISER (01F22510) AND RISER (01S05355)
 - PULL (1) SECTION OF 4/0 PARA CABLE THROUGH 4" CONDUIT

MEC TO INSTALL: SOUTH SIDE OF ROAD
 - INSTALL (1) 50' 3PH TANGENT POLE (W/ 4' CROSSARMS (TOP OFF POLE TO KEEP LINE SAME HEIGHT)
 - HANG (3) 75 KVA 277/480V 3PH BANK
 - INSTALL (1) 45 3PH DOUBLE DEADEND POLE WITH GUY ANCHOR TO THE EAST
 - HANG A 3PH PRIMARY RISER WITH (3) SOLID BLADES (01S05355)
 - REFRAME EXISTING 3PH BANK TO DEADEND FRAMING
 - POLE WILL BE REMOVED LATER AFTER OLD 3PH SERVICE IS REMOVED.
 - SPAN (1) SECTION OF 1/0 AL TRIPLEX BETWEEN NEW TRANSFORMER POLE AND RISER POLE (01S05355)
 - SWING STREETLIGHT AND SERVICE TRIPLEX FROM OLD 3PH BANK POLE TO RISER POLE (01S05355)
 - TO BE FEED FROM 1PH TRANSFORMER TO THE WEST

MAINTAIN 15' SPERATION BETWEEN NEW POLES
 PRIMARY IS BEING FEED FROM THE EAST
 CUSTOMER TO INSTALL:
 - 400 AMP 277/480V 3PH METER (SELF-CONTAINED METER)
 - REFER TO PAGE 79 OF 2023 SERVICE MANUAL
 - (1) RUN OF 350 CU KCMIL BETWEEN METER AND TRANSFORMER POLE
 - METER LOCATED ON WEST WALL SOUTH END

WMASS ENERGY COMPANY Cust: ELKHART-WATER TREATMENT PLANT
 Crew HO DNAT Addr 957 MAIN ST
 City ELKHART X = 1632837 Y = 653401
 Job Desc: INSTALL 3PH xmfr with 480/3jn with a 225 amp service. Xmfr on SW corner of building

WMASS_REV: 007/18-1
 Date: 11/30/2023
 Scale: 1IN = X FT
 Designer: HALLS, AARON G

DISCLAIMER OF LIABILITY
 Further, WMASS Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to personal injury, death and property damage resulting from any authorized or unauthorized use of the reference herein. This drawing is for informational purposes only.

CYCLING EVENT NEAR ELKHART

JASON BERNSTEIN WILL BE AT THE CITY
COUNCIL MEETING TO DISCUSS THIS WITH
COUNCIL AND MAYOR

Des Moines Stage Race 2024

Jason Bernstein <jb@thrivemultisport.com>

Thu 1/25/2024 10:27 AM

To:deputyclerk@cityofelkhart.com <deputyclerk@cityofelkhart.com>

Greetings and happy New Year,

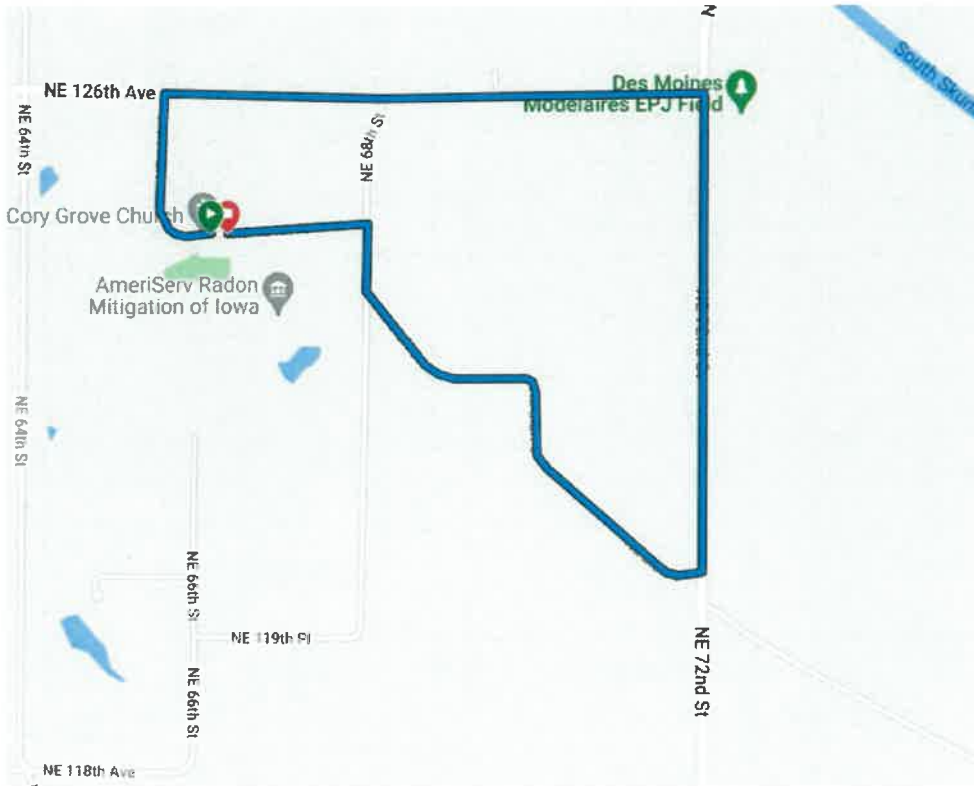
My name is Jason Bernstein, and I am currently working with a partner on bringing a competitive cycling event to the area projected race date is May 12th, 2024. The event will be held at a variety of locations within the county. This event will encompass 4 different races: a time trial (race against the clock), a criterium (a looped race on closed course), and a circuit race (a larger looped course). The latter is what I am inquiring about. There is a location near Elkhart that we would like to use.

<https://connect.garmin.com/modern/course/244391133>

image.png

The above link shows the area that we would like to use. I first need to know who to contact to discuss further details. We will NOT be closing roads and will have a police presence on site. We will also have insurance. We expect 200 racers throughout a 6-hour day or so.

This course will be fun and a great opportunity to show what NE Polk County has to offer. While the course is not directly in the town of Elkhart it does take place within the township or rural area of Elkhart. I would be happy to present further during a council meeting. Please contact me at your earliest convenience. We are excited to bring this event to the area and want to cross our t's and dot the i's.



Jason Bernstein, owner
THRIVE Multisport LLC.

Appointment to the Planning and Zoning Commission

Planning and Zoning Commission

Dave Mitchell <dave.mitchellcpm@gmail.com>

Mon 2/12/2024 11:10 AM

To:deputyclerk@cityofelkhart.com <deputyclerk@cityofelkhart.com>

Good Morning,

I request to be considered for Elkhart's Planning and Zoning Commission. I live at 104 NE Maple Street. I served 2 years city council and 3 years as an administrator. I coordinated and attended most P&Z meetings. I look forward to assisting with growth and development of our amazing community!

Very Respectfully,

Dave

David M. Mitchell

I'm writing to be considered as a potential replacement for the current vacant position on the Planning and Zoning Committee. Below is a summary of my past civic involvements and the reasons I'm interested in serving on the committee.

I've been a part of the board of Adjustments for the past 3 years serving the community and hearing appeals from residents. Serving on the Board of Adjustments has given me a greater sense of civic duty, engagement, and the eagerness to further contribute to the betterment of our community. Serving on the Planning and Zoning Committee would allow me to take the next steps in achieving greater community engagement and allow me to help give back to the community. I would be able to help give back to the community by providing input into the decisions and plans that will shape our community. My background in engineering equips me with the analytical and strategic thinking necessary to contribute meaningfully to the City and community's development. I am confident in my ability to contribute to the future direction of the City and community and continue the growth seen over the last 5 years.

Thank you for considering me for this vacancy. I look forward to having the opportunity to better serve our great community.

Thanks!

--

Travis Warnke

Planning & Zoning Commission Vacancy

Kevin Schulze <kevin.schulze@caseys.com>

Sun 1/28/2024 1:36 PM

To:deputyclerk@cityofelkhart.com <deputyclerk@cityofelkhart.com>

I am wanting to put my request for the Planning and Zoning Vacancy at the City of Elkhart.

My name is Kevin Schulze and reside at 303 NE Monroe Avenue Elkhart.

I work for Casey's General Stores, INC. as a Project Manager.

I have 27 years of experience in Site Plan Design, Architectural Design for New Design and Remodels, very knowledgeable in construction and Project Management.

My Hobbies include golf, biking and yard work.

Thank you,



Kevin Schulze
Project Manager | Construction
Field Support
Office: 515-965-6223
Cell: 515-805-6390
Cell: 515-306-1704
kevin.schulze@caseys.com

CASEY'S GENERAL STORES
3305 SE Delaware Ave | Ankeny, IA | 50021
www.caseys.com

Dear Council,

I would like to request to be appointed to the Planning and Zoning Committee for the city of Elkhart. Current member John Johnson reached out to me and encouraged me to become a member. I have attached my resume which shows my education and work experience. I believe all of my experiences, especially my coursework for my Masters Degree in Organizational Management has provided me great skills that I will bring to the team. One of my best skills is listening to others. It is always important to hear what people have to say and from that, come up with the best solution. Another skill I have is the ability to communicate effectively. I work in the sports industry as an event manager and a coach. Whether it is youth or adults, I always have to make sure I am direct and clear in my communication.

I grew up in a small town in Northeast Iowa. The county I lived in has zero stoplights. Like many that currently live in Elkhart or are looking to move here, I want to keep that small town feel while managing that growth we know is coming. I enjoy talking with community members about the proposed plans for the community but now I would like to be more involved in those plans. I believe this will be great experience for me as in the future I would love to run for City Council.

I have attached my resume for you. Please let me know if you need anything else from me.

Kyle Wagner

563-880-6945

Kyle Wagner

Mobile: 563-880-6945

Kwagner093@gmail.com

Summary

Enthusiastic and experienced coach, manager, and compliance teacher. Background in curriculum support, development, and instruction. Strength in both written and verbal communication as well as excellent relationship management skills. Detail orientated and results-focused with strong aptitude for identifying and resolving challenges. Proficient with Microsoft Tools: Word, PowerPoint, Publisher, Excel, and Windows Movie Maker.

Experience

Iowa Sports Foundation ~ Ames, Iowa

September 2019 - Present

Director of Corporate Competitions

- Oversee marketing, planning, and managing of the Iowa Corporate Games including recruitment of companies, event management, and staff supervision.
- Recruit companies to participate in the Iowa Corporate Games while building strong relationships with company administrators.
- Effectively communicate with staff, participants, and future participants to guarantee a great experience through our events and challenges

Lowe's ~ Ames, Iowa

July 2018 – September 2019

Installed Sales Manager

- Coordinate all installed sales from point of sale through completion of the installation
- Manage installed sales coordinators and sales associates to ensure superior customer service
- Maintain effective communication with salespersons, installers, and customers to ensure process goes smoothly
- Promoted from Installed Sales Coordinator to Manager in January 2019

Iowa State University ~ Ames, Iowa

May 2017 – July 2018

Associate for Operations for Track & Field and Cross Country

- Assistant meet manager for the Midwest Cross Country Regional and Indoor Track & Field meets, which include the Iowa State Classic, Big 12 Track and Field Championships, and NCAA Regional
- Meet manager for high school indoor track & field meets hosted by Iowa State University
- Assist in all administrative duties such as recruiting and compliance paperwork, prospective student-athlete evaluations, team travel logistics, finance and budget record keeping

Wayne State College ~ Wayne, Nebraska

August 2015 – May 2017

Graduate Assistant Health, Human Performance, and Sport

- Instructor for Lifestyle Assessment and fitness-related classes
- Developed curriculum and employed methods to teach health and fitness-related material to motivate students to desire to live an active lifestyle

Volunteer Assistant Coach for Wayne State College Cross Country and Track and Field teams

- Led recruiting efforts of prospective cross country student-athletes
- Assist Athletic Department in areas of events, facilities, and compliance

Iowa State University ~ Ames, Iowa
Athletics Department Intern

May 2016 – August 2016

- Summer intern for athletic compliance, football operations, and track & field operations
- Developed handouts to be used by athletics department using Microsoft Publisher and Excel Brochures, informational posters, and data collection documents
- Worked directly with the NCAA Eligibility Center to ensure incoming PSA certification
- Evaluated transcripts of prospective student-athletes to determine eligibility per NCAA rules
- Conducted research on NCAA legislation, particularly for case interpretation

Iowa Sports Foundation ~ Ames, Iowa
Sports and Events Intern

January 2015 – August 2015

- Planned, organized, and hosted sporting events across the state of Iowa
- Provided logistical, administrative, and office support as well as set up of events
- Secured entertainment and sport-specific marketing for Iowa Games Opening Ceremony
- Facility supervisor for Winter Iowa Games, Summer Iowa Games, and Iowa Senior Games

Iowa State University ~ Ames, Iowa
Volunteer Assistant Coach

January 2015 – August 2015

- Assisted with travel logistics and meet management for Iowa State Classic and Big 12 Championships
- Assisted coaches with recruiting in all event areas
Planned, prepared, and conducted practices for men's mid-distance and distance athletes

Dubuque Area Convention and Visitor's Bureau ~ Dubuque, Iowa
Events Intern

January 2014 – August 2014

- Co-Event Director for Field of Dreams 25th Anniversary Celebration
- Baseball Tournament Director for All-Star Ballpark Heaven (Field of Dreams)
- Planned, organized, and led successful sporting events in Dubuque area

Education

Wayne State College – Wayne, Nebraska

Masters of Science in Organizational Management: Sport and Recreation Management –
May 2017 ~ GPA – 4.0

Loras College – Dubuque, Iowa

Bachelors of Arts in Sports Management: Public Relations

December 2014~ GPA - 3.56

Dean's List - Fall 2012, Spring 2012, Fall 2013

IIAC Academic All-Conference - Fall 2012, Spring 2012, Fall 2013, Spring 2013, Fall 2014

Accomplishments/Special Honors

Loras College Sports Business Club

Roy J. Carver Scholar

Student Athlete Advisory Committee

Dan McClimon Memorial Award for athletics, academics, and leadership - *in honor of Hall of Fame Coach*

Cross Country and Track & Field team Captain

2018 – As Coach ~ Men and Women won the Big 12 Cross Country Championships and NCAA Midwest Regional. Men's Team finished 7th at NCAA Cross Country Championships

Other Experience

Assistant Track and Field / Cross Country Coach for Bondurant Farrar High School, Bondurant, IA, August 2021– Present

Assistant Track and Field / Cross Country Coach for Ames High School, Ames, IA, February 2020 – Present

Shoe Salesman, Tradehome Shoes, Ames, IA, May 2018 – September 2018

Shoe Salesman/Gait Specialist, The Shoe Shack, Dubuque, Iowa, May 2014 – December 2014

Community Service and Organizations

Graduate Assistant Representative for Wayne State College Graduate Council

Community summer running program coordinator - Elkader, IA

Organized runs for community members of all ages

Encouraged community members to be active through fitness

Dubuque Parks and Recreational Services

Maintenance of local parks and fitness trails

Dubuque Presentation Lantern Center and Roosevelt Middle School

Taught English to immigrants to help them acquire jobs in Dubuque area

Pay Estimate No. 2 for
Main Lift Station
Improvements Project



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

February 2, 2023

Chad Sands
Interim City Administrator
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
MAIN LIFT STATION IMPROVEMENTS
PAY ESTIMATE NO. 2

Attached is an electronic copy of Pay Estimate No. 2 for work on the Main Lift Station Improvements project, under the contract between the City of Elkhart and On Track Construction, LLC dated June 20, 2023. The partial pay estimate is for the period January 6, 2023 to February 2, 2024.

Pay Estimate No. 2 is for bypass structure, electrical and lift station painting.

We have checked the estimate and recommend payment to On Track Construction, LLC in the total amount of \$4,201.09

Please sign Pay Estimate No. 2 in the space provided and return a signed copy of the pay estimate to our office. Please return a signed copy of Pay Estimate No. 2 to On Track Construction, LLC with payment. A signed copy should also be kept for your files.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Forrest Aldrich

FSA:rsb
18082
Enclosures
cc: On Track Construction, LLC



VEENSTRA & KIMM INC.

3000 Westtown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

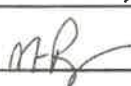
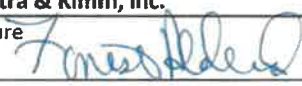
Date: **February 2, 2024**

PAY ESTIMATE NO. 2

Project Title		Main Lift Station Improvements City of Ekhart			Contractor		On Track Construction, LLC 1435 West F Avenue, O.O. Box 524 Nevada, Iowa 50201				
Original Contract Amount & Date		\$555,555.00		20-Jun-23		Pay Period		1/6/2024		to 2/2/2024	
BID ITEMS											
Bid Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Current Pay Estimate Qty. Completed	Current Pay Estimate Value	Previous Pay Estimates Qty. Completed	Previous Pay Estimates Value	Total Quantity Completed	Value Completed
1.01	Mobilization	LS	1	\$ 25,550.00	\$ 25,550.00		\$ -	50.00%	\$ 12,775.00	50.00%	\$ 12,775.00
1.02	Bypass Structure and Internal Piping	LS	1	\$ 70,000.00	\$ 70,000.00		\$ -	50.00%	\$ 35,000.00	90.00%	\$ 63,000.00
1.03	Bypass Piping and Fittings	LS	1	\$ 24,000.00	\$ 24,000.00	10%	\$ 2,400.00	90.00%	\$ 21,600.00	100.00%	\$ 24,000.00
1.04	Bypass Pumping	LS	1	\$ 26,400.00	\$ 26,400.00		\$ -	0.00%	\$ -	0.00%	\$ -
1.05	Lift Station Alterations	LS	1	\$ 13,000.00	\$ 13,000.00		\$ -	0%	\$ -	0.00%	\$ -
1.06	Lift Stations, Pumps, Controls & Piping	LS	1	\$ 129,900.00	\$ 129,900.00		\$ -	0%	\$ -	0.00%	\$ -
1.07	Lift Station, Painting	LS	1	\$ 5,000.00	\$ 5,000.00	10%	\$ 500.00		\$ -	10.00%	\$ 500.00
2.01	Site Electrical	LS	1	\$ 118,000.00	\$ 118,000.00	1.29%	\$ 1,522.20		\$ -	1.29%	\$ 1,522.20
2.02	Standby Pump & Pad	LS	1	\$ 100,305.00	\$ 100,305.00		\$ -	0%	\$ -	0.00%	\$ -
2.03	Standby Pump Piping	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -	0%	\$ -	0.00%	\$ -
2.04	Fencing	LS	1	\$ 14,850.00	\$ 14,850.00		\$ -	0%	\$ -	0.00%	\$ -
3.01	Site Restoration	LS	1	\$ 16,550.00	\$ 16,550.00		\$ -	0%	\$ -	0.00%	\$ -
TOTAL ORIGINAL CONTRACT					\$ 555,555.00		\$ 4,422.20		\$ 69,375.00		\$ 101,797.20

SUMMARY			
		Original Contract Price	Value Completed
Bid Items Subtotal		\$555,555.00	\$ 101,797.20
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Value Completed
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 555,555.00	\$ 101,797.20
Total Materials Stored		\$ -	
Value of Completed Work and Materials Stored		\$ 101,797.20	
Less Retained Percentage (5%)		\$ 5,089.86	
Total Earned Less Retainage		\$ 96,707.34	
PREVIOUSLY APPROVED PARTIAL PAYMENTS			
Less Estimate(s) Previously Approved		Pay Estimate No.1	\$ 92,506.25
Less Total Pay Estimates Previously Approved		\$ 92,506.25	
Percent Complete	18.3%	Amount Due This Estimate	\$ 4,201.09

The amount \$4,201.09 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: On Track Construction, LLC	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Elkhart
Signature 	Signature 	Signature
Title Project Manager	Title Project Engineer	Title Mayor
Date 1/30/2024	Date 2/2/2024	Date

Pay Estimate No. 7 for WTP Improvements project



Date: **February 8, 2024**

PAY ESTIMATE NO. 7

Project Title		Water Treatment Plant Expansion Elkhart, Iowa			Contractor		WRH, Inc. P.O. Box 256 Amana, Iowa 52203		
Original Contract Amount & Date		\$4,507,000.00		21-Feb-23		Pay Period		1/1/2024 to 1/31/2024	
BID ITEMS									
Bid Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed		
	Bonds / Permits / Insurance / Builders Risk	LS	100%	\$ 85,450.00	\$ 85,450.00	100%	\$ 85,450.00		
	Administration / Project Management	LS	100%	\$ 100,000.00	\$ 100,000.00	53.5%	\$ 53,500.00		
	Office Trailer / Portable Toilet / Dumpster	LS	100%	\$ 45,000.00	\$ 45,000.00	50%	\$ 22,500.00		
0700	Mobilization	LS	100%	\$ 65,000.00	\$ 65,000.00	100%	\$ 65,000.00		
00700	Cleanup	LS	100%	\$ 30,000.00	\$ 30,000.00	13%	\$ 4,000.00		
02200	Sitework	LS	100%	\$ 170,000.00	\$ 170,000.00	56%	\$ 95,000.00		
02610	Buried Piping	LS	100%	\$ 171,000.00	\$ 171,000.00	12%	\$ 21,141.32		
02930	Seeding	LS	100%	\$ 20,000.00	\$ 20,000.00	0%	\$ -		
03300	Concrete - WTP	LS	100%	\$ 200,000.00	\$ 200,000.00	79.25%	\$ 158,500.00		
03300	Concrete - Misc.	LS	100%	\$ 50,000.00	\$ 50,000.00	0%	\$ -		
04200	Masonry	LS	100%	\$ 185,000.00	\$ 185,000.00	0%	\$ -		
05000	Metal Fabrications	LS	100%	\$ 25,000.00	\$ 25,000.00	0%	\$ -		
06000	Roof Package	LS	100%	\$ 175,000.00	\$ 175,000.00	0%	\$ -		
07000	Thermal and Moisture Protection	LS	100%	\$ 150,000.00	\$ 150,000.00	0%	\$ -		
08110	Steel Doors and Frames	LS	100%	\$ 13,000.00	\$ 13,000.00	0%	\$ -		
08306	Access Hatches	LS	100%	\$ 5,000.00	\$ 5,000.00	0%	\$ -		
09702/09900	Painting / Floor Coatings	LS	100%	\$ 100,000.00	\$ 100,000.00	0%	\$ -		
10000	Specialties	LS	100%	\$ 20,000.00	\$ 20,000.00	0%	\$ -		
11224	Chemical Feed Equipment	LS	100%	\$ 183,750.00	\$ 183,750.00	0%	\$ -		
11310	Biological Filter System (Release to Fab)	LS	100%	\$ 260,109.50	\$ 260,109.50	100%	\$ 260,109.50		
11310	Biological Filter System	LS	100%	\$ 1,064,890.50	\$ 1,064,890.50	0%	\$ -		
11420	Horizontal Split Case Pumps	LS	100%	\$ 45,000.00	\$ 45,000.00	0%	\$ -		
12345	Casework	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -		
13570	Process Piping	LS	100%	\$ 305,000.00	\$ 305,000.00	0%	\$ -		
15000	HVAC	LS	100%	\$ 198,000.00	\$ 198,000.00	0%	\$ -		
15400	Plumbing	LS	100%	\$ 50,000.00	\$ 50,000.00	4%	\$ 2,000.00		
15950	Testing & Balancing	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -		
16000	Electrical MOB	LS	100%	\$ 62,000.00	\$ 62,000.00	33%	\$ 20,460.00		
16000	Service Entrance	LS	100%	\$ 78,000.00	\$ 78,000.00	0%	\$ -		
16000	ATS/Generator	LS	100%	\$ 101,000.00	\$ 101,000.00	0%	\$ -		
16000	MCC1	LS	100%	\$ 105,000.00	\$ 105,000.00	0%	\$ -		
16000	Finished Water Pump 1 & 2	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -		
16000	Blower 1 & 2	LS	100%	\$ 10,000.00	\$ 10,000.00	0%	\$ -		
16000	Well 4	LS	100%	\$ 21,000.00	\$ 21,000.00	0%	\$ -		
16000	HVAC	LS	100%	\$ 17,000.00	\$ 17,000.00	0%	\$ -		
16000	Filter Blower	LS	100%	\$ 4,000.00	\$ 4,000.00	0%	\$ -		
16000	JB1, 2, 3 Power and Control	LS	100%	\$ 33,000.00	\$ 33,000.00	0%	\$ -		
16000	JB3, 4, 5 Power and Control	LS	100%	\$ 33,000.00	\$ 33,000.00	0%	\$ -		
16000	Filter Level Sensors	LS	100%	\$ 4,000.00	\$ 4,000.00	0%	\$ -		
16000	CP2	LS	100%	\$ 4,000.00	\$ 4,000.00	0%	\$ -		
16000	Chemical Feed Equipment	LS	100%	\$ 12,000.00	\$ 12,000.00	0%	\$ -		
16000	Receptacles	LS	100%	\$ 30,000.00	\$ 30,000.00	0%	\$ -		
16000	Lighting	LS	100%	\$ 29,000.00	\$ 29,000.00	0%	\$ -		
16000	CP3 & Fiber	LS	100%	\$ 9,000.00	\$ 9,000.00	0%	\$ -		
16000	DO Sensors	LS	100%	\$ 6,000.00	\$ 6,000.00	0%	\$ -		
16000	Temporary Service	LS	100%	\$ 17,000.00	\$ 17,000.00	100%	\$ 17,000.00		
17000	Instrumentation and Controls	LS	100%	\$ 185,800.00	\$ 185,800.00	0%	\$ -		
TOTAL ORIGINAL CONTRACT					\$ 4,507,000.00		\$ 804,660.82		

