



**Agenda
City Council Meeting
Monday, September 19, 2022 – 6:00 p.m.**

**City Council Chambers
201 East Pleasant Street
Maquoketa, IA 52060**

The Monday, September 19, 2022, Council meeting may be attended thru Zoom as allowed by Section 21.8 of Iowa Code. Anybody that would like to attend the meeting may do so thru the following means, and the meeting will rebroadcast over the local access channel:

The public will have both video and audio disabled throughout the virtual meeting unless a request to address the City Council is made during the Public Participation section of the Agenda. Speakers are kindly asked to keep participation to 3 minutes.

Web link: <https://zoom.us/j/96488987917>
Phone call: 312 626 6799
Meeting ID: 964-8898-7917

- 1. Call to order**
- 2. Pledge of Allegiance**
- 3. Roll call**
- 4. Approval of the Agenda**
- 5. Public Participation**
- 6. Consent agenda**
 - a. Minutes – September 6, 2022 Regular City Council Meeting**
 - b. Bills Payable through September 19, 2022 in the Amount of \$1,680,779.40**
- 7. Public Hearings**
 - a. Public hearing on the proposal to enter into a Community Space Development Agreement with Redeker Partners LLC (120 South Main Street)**

City Manager Summary: This public hearing is related to the Resolution at the last City Council meeting on September 6, 2022 in order to gather public input for entering into a community space development agreement with Redeker Partners LLC at 120 S Main St. To reiterate, this step is recommended by the City Attorney in order to establish a further agreement outside of CDBG requirements.

Council support is recommended.

b. Public hearing on the proposal to enter into an Upper Story Housing Agreement with Redeker Partners LLC (138 South Main Street)

City Manager Summary: This is the same action as the previous public hearing and recommended by the City Attorney. As stated on at the September 6th City Council meeting, the development will produce two high-end apartments in the downtown district at an estimated price of \$649,842. The owner will be subject to the local cost share and any change orders.

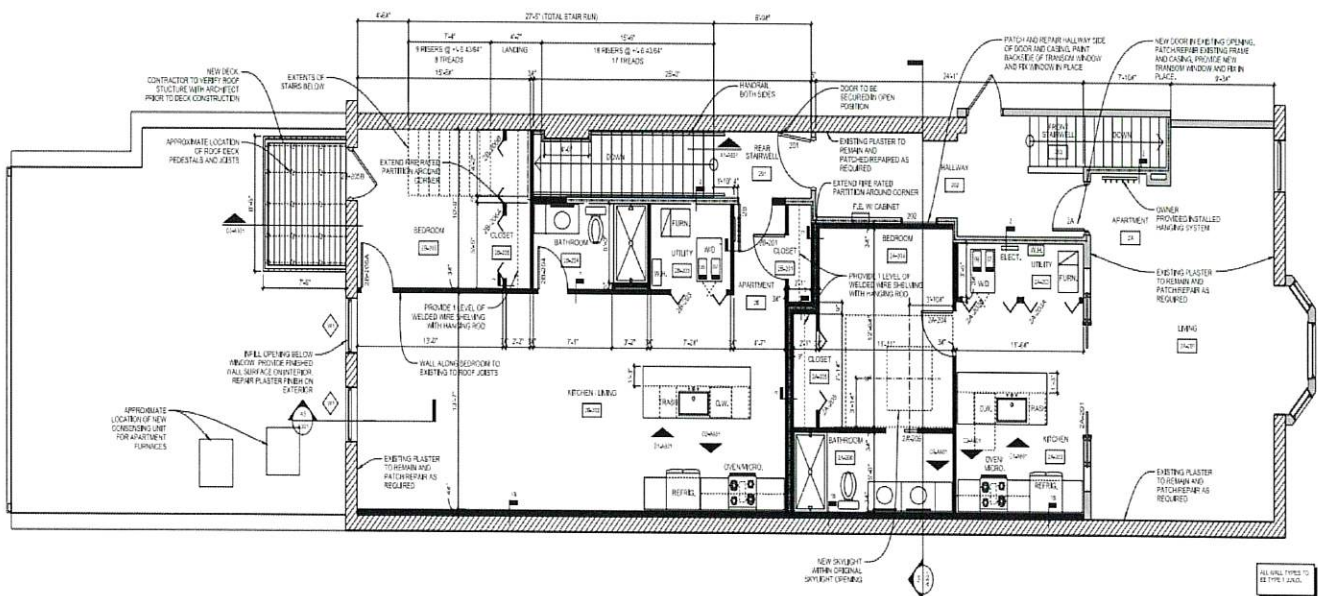
Council support is recommended.

c. Public hearing regarding plans, specifications and form of contract for 138 S Main Project

City Manager Summary: This is the public’s opportunity to provide for input on the plans and specifications for the 138 S Main St housing development described just above. As I’ve stated, two high-end apartments will be produced at a very significant price tag.

The plans in the simplest form are described with this image on the second floor and available for further review at this link:

[138 S Main St Housing Project Drawings](#)



8. Old Business

- a. **Resolution approving and authorizing execution of a Community Space Development Agreement by and between the City of Maquoketa and Redeker Partners LLC (120 South Main Street)**

City Manager Summary: This resolution action effectuates the final development agreement and follows the public hearing on item 7(A) of this agenda.

Council support is recommended.

- b. **Resolution approving and authorizing execution of an Upper Story Housing Agreement by and between the City of Maquoketa and Redeker Partners LLC (138 South Main Street)**

City Manager Summary: Similar to items 8(A) and 7(A), this officially approves the housing agreement considered in public hearing item 7(B).

Council support is recommended.

- c. **Resolution approving plans, specifications and form of contract for the 138 South Main Street Facility Improvement**

City Manager Summary: This Council resolution approves the plans as proposed in the public hearing for the 138 S Main housing improvements. If approved, the Council can expect bid proposals for both 138 and 120 S Main on October 3rd, 2022 Council meeting.

Council support is recommended.

9. New Business

- a. **Resolution approving salary increase for Police Chief, Library Director and Public Works Director effective September 21, 2022**

City Manager Summary: By ordinance the City Manager must bring compensation recommendations for final approval to City Council. As such, this Resolution follows what was unanimously supported at the Finance & Personnel Committee meeting on September 12, 2022.

At the conclusion of the City Council's action on August 1, 2022, to revise City employee salaries by an additional 6% as a reactionary tool to market inflation and job competition, the recommendation of the City Manager was to wait for further analysis on the outcomes of revising department head salaries.

Staff is now at a point to provide that recommendation. The applicable department heads are Police Chief Brendan Zeimet, Public Works Director Frank Ellenz, and Library Director Katie Pauls.

- Police Chief Brendan Zeimet: Chief Zeimet started in his role December 2021 and currently has an \$80,000 salary. Chief Zeimet has done well in his transition and has assumed accountability for his department in an impressive way. Chief Zeimet continues to be challenged with recruiting, retention, and portraying the police in a productive and positive light. It is a difficult job and he bears the weight of the responsibilities just as any other police leader should do. Thus, Chief Zeimet and I have discussed the Chief market and several data points have been discovered.
 - Camanche PD Chief: 9 full-time POs - \$89,941 salary
 - Monticello PD Chief: 7 full-time POs - \$90,000 salary plus \$13,000 health-insurance opt-out incentive
 - DeWitt PD Chief: 10 full-time POs - \$91,710 plus \$3,600 annual vehicle allowance
 - Eldridge PD Chief: 11 full-time POs - \$87,568 with take City take home car (salary currently under negotiation)

Given Chief Zeimet's experience as Chief in Maquoketa, staff recommends supporting a flat \$90,000 salary for Chief Zeimet. This is consistent with the market but slightly behind comparables given the scale of work in Maquoketa and Chief Zeimet's actual time as serving Chief.

- Public Works Director Frank Ellenz: Public Works continues to run thin and Frank's response demands to public property complaints remains high. For what the position entails and for what Frank has made the position, staff believes Frank Ellenz should be in line for the same 6% increase as other City Employees. Frank's current salary is \$76,175 and this would increase to \$80,744.
- Library Director Katie Pauls: Katie Pauls' salary is currently \$55,779. The Library community and the ruling board are extremely pleased with Katie's performance. They believe they've never had a more passionate and talented director. From the City's perspective, staff shares the same opinion. Katie has volunteered to do the local access cable recordings at no demand for extra pay and transitioned the cable model to video recordings on Youtube for City Council meetings. This was a much-needed step. In addition, Katie unfortunately had a personnel issue in February 2022 resulting in the loss of one position which was not filled. Katie readjusted schedules and part-time hours to fit the Library needs and even with all potential salary and benefit increases, the Library personnel operation will be less expensive to the taxpayer because of Katie's solutions.

The City also formerly employed a person to run local access cable. Katie eliminated these expenses off the City's General Fund and as something of a reward to her and the library, the City uses \$20,000 of local access cable revenue for a library transfer in the annual budget. Katie found a solution she believes is mutually acceptable to the Library and City. Katie's proposed transferring the same \$20,000 but earmarking \$5,000 of the \$20,000 toward her salary.

In addition to this, the Library Board feels the Library Director position is out of competitive range. The most recent example is DeWitt's Library Director hire at \$68,000. The City and

Library conducted a larger analysis and found pay for Library Director ranged from \$46,116 - \$113,380.

The Library recommends increasing Katie's base salary to \$65,000 with \$5,000 of that total coming out of local access revenue from the City.

Council support is recommended.

b. Resolution approving an amendment to the resolution authorizing issuance of Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2019, dated December 20, 2019 and authorizing execution and delivery of Amendment to Loan Agreement

City Manager Summary: This action approves an amendment to the City's Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2019 (SRF P&D loan), which matures on December 20, 2022. Because this loan is coming due prior to when you plan to issue the permanent financing for the project, the Iowa Finance Authority (IFA) requires that the loan be extended, typically for another 3 years. The loan, after amendment, will come due on December 20, 2025, but will most likely be paid earlier by being rolled into the construction SRF loan upon completion of the City's Wastewater Treatment plant.

Council support is recommended.

c. Resolution awarding Tracy Thede a Downtown Incentives – Upper Story Renovation Grant in the amount of \$15,000

City Manager Summary: The next two Resolutions are tied to the City's Downtown Incentives Fund which has a fiscal year budget of \$90,000 and the City ultimately claims these progressive developments on the tax increment financing (TIF) claim with Jackson County.

Mr. Thede approached the City regarding a renovation at the newly purchased 112 W Platt St in Downtown Maquoketa. Mr. Thede plans a complete renovation of two present but aged apartments in the second story of the building. Mr. Thede plans on turning these two residences in short-term AirBNB style rentals for travelers enjoying the area's recreational features. Mr. Thede seems to have a sound business plan.

In the attached backup, the plans call for demolition, wall, floor, mechanicals, appliances, painting, and window repairs/replacements. The work is significant. The maximum allowable for Upper Story Renovation Grant in the Downtown Incentives fund is \$15,000. The applicant is seeking the maximum allowable.

A chart of fiscal year-to-date commitments is provided below. Please note the City Council has now committed to its yearly partners and the City will open up applications for the FY23-24 fiscal year around May 2023. This information has been communicated across City Staff, Downtown Incentives Committee, and JCEA.

MAQUOKETA DOWNTOWN GRANT PROGRAMS					
APPLICANT	PROGRAM DESCRIPTION	Date Minimum for Reimbursement	COUNCIL-GRANTEE CONTRACT AMOUNT	Paid to Date FY 2022-2023	Remaining Obligation
Innovate 120, Inc. (Abbott)	Commerical Interior Grant	7/5/2022	\$ 10,000.00	\$ -	\$ 10,000.00
Makin' Copies & More!, LLC (Lenth)	Commerical Interior Grant	7/5/2022	\$ 9,423.00	\$ 7,878.78	\$ 1,544.22
Infinity Satellite Systems LLC (Sokol)	Upper Story Renovation	7/5/2022	\$ 15,000.00	\$ 8,266.65	\$ 15,000.00
Harper Assets/Copper Cardinal	Commerical Interior Grant/Upper Story Renovation	7/5/2022	\$ 15,000.00	\$ -	\$ 15,000.00
Central Financial Group (Klnrade)	Commercial Interior Grant	7/5/2022	\$ 10,000.00	\$ -	\$ 10,000.00
Cardinal Crossfit	Façade Grant	7/5/2022	\$ 15,000.00	\$ -	\$ 15,000.00
Tracy Thede - 112 W Platt St	Commercial Interior/Upper Story Grant	7/5/2022	\$ 15,000.00	\$ -	\$ 15,000.00
Courney Hickson - 116 W Platt St	Façade Grant	7/5/2022	\$ 1,200.00	\$ -	\$ 1,200.00
			Total	\$ 90,623.00	\$ 16,145.43
			Total Budget Left	\$ (623.00)	

Council Support is recommended.

d. Resolution awarding Courtney Hickson a Downtown Incentives – Façade Grant in the amount of \$1,200

City Manager Summary: Just before the previous Resolution proposal, Courtney Hickson contacted the City with regard to adding a decorative awning at the 116 W Platt St building she purchased and is planning to open a Mental Health Counseling services business. Ultimately Courtney Hickson proposed a \$2,400 awning of which half would be covered under the Façade Grant program. The project will add business diversity to the downtown district and give the building a needed facelift.

Courtney Hickson filed application with the Downtown Incentives Committee and this was supported unanimously.

Council support is recommended.

e. Resolution between the City of Maquoketa and Jackson County Conservation Board pledging local match through Destination Iowa Grant Funds, Friends of Jackson County Conservation Trail Fund, and REAP Funds for the purpose of making a dual application to the Federal Recreational Trails Program and providing for a maintenance agreement upon completion of the project

City Manager Summary: At the beginning of September, ECIA provided City Staff a fund alert for potential grant opportunities. One said opportunity exists with the Federal Recreational Trails (FRT) fund which is managed by Iowa Department of Transportation (IDOT).

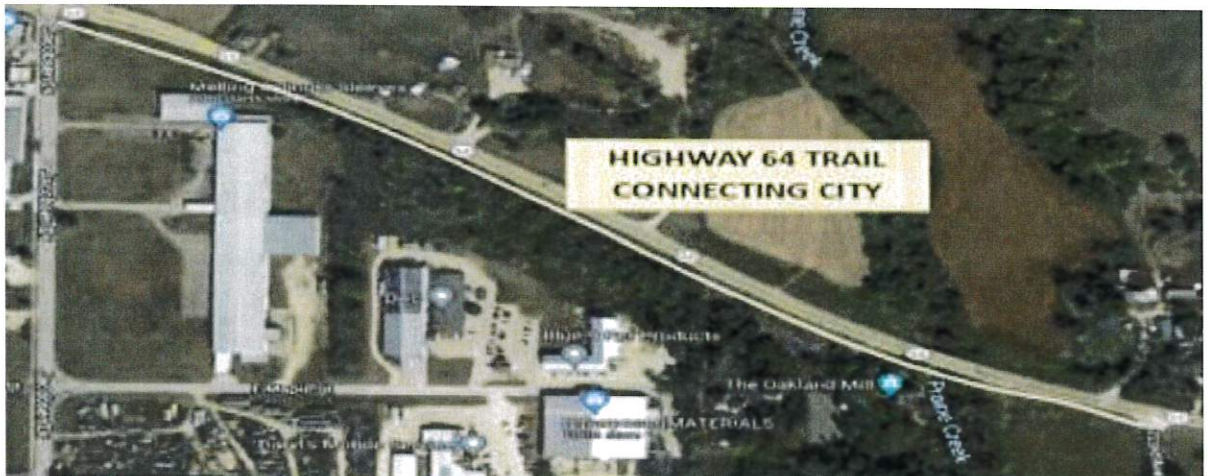
The cost share is 80% grant funded, 20% local. Staff met with grant manager, Scott Flagg, to ask several questions about the program and local match requirements. The application for the Federal Recreational Trails program is due October 1 which is why this is before the City Council. There is a State version of the trails program but the State is committed until Summer 2023. The FRT requires an authorized Resolution between the applicants in order to complete the application.

Jackson County Conservation Board Executive Director, Nathan Jones, and City Staff met on Wednesday, 09/14/22, to discuss this program.

There is one primary objective to this grant application and it relates to the Destination Iowa project. As previously discussed, the entire Destination Iowa project in Prairie Creek Recreation Area totals up to \$1.977 Million. Given some of the City and Conservation Board's recent capital projects such as the Stormwater Levee, it's not uncommon to receive contractor bids that are 25-50% more than originally budgeted for. Thus, if the City and Conservation Board can obtain another grant partnership to complete the Prairie Creek Recreation Area project, the partners and project outcome would be well served by building budget capacity with the help of the FRT program. If successful, this would relieve partners from having the inevitable what do we cut conversation and help Jackson County obtain the best possible outcome possible.

For the FRT program, we are proposing the Jacobsen Drive to 223rd Ave paved hot mix asphalt path on the backslope of Highway 64. This was already supported in concept by IDOT due to Highway 64's large shoulder footprint and the advantages to ADA accessibility. It will serve as a main recreational connector for the City to Prairie Creek Recreation Area. The engineer estimate kindly provided by Jackson County Conservation Board's contract engineer as of May 2022 was \$381,474.90 and is best detailed by this chart:

Trail Construction from Jacobsen Drive to 223rd Ave. (Paved)						Commentary
REF.#	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	ITEM COST	
1	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	3400.00	\$ 12.00	\$ 40,800.00	Estimate is for a 10 foot wide paved multi-use trail that is ADA compliant with a 140 foot pedestrian bridge that is 10 feet wide over Prairie Creek along highway 64 that runs on the backslope of the DOT right of way along Hwy. 64.
2	EXCAVATION, CLASS 13, CHANNEL	CY	140.00	\$ 10.00	\$ 1,400.00	
3	MODIFIED SUBBASE	CY	330.70	\$ 37.00	\$ 12,235.90	
4	EXCAVATION, CLASS 23	CY	128.00	\$ 18.00	\$ 2,304.00	
5	REINFORCING STEEL, EPOXY COATED	LB	11250	\$ 2.00	\$ 22,500.00	
6	STRUCTURAL CONCRETE (BRIDGE)	CY	35.00	\$ 550.00	\$ 19,250.00	
7	PILES, STEEL, HP 10X42	LF	240.00	\$ 58.00	\$ 13,920.00	
8	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE	EACH	1.00	\$ 110,000.00	\$ 110,000.00	
9	ENGINEERING FABRIC	SY	133.30	\$ 2.50	\$ 333.25	
10	REVTMENT, CLASS E	TON	200.00	\$ 30.00	\$ 6,000.00	
11	RECREATIONAL TRAIL, HOT MIX ASPHALT, 6 IN.	SY	2731.00	\$ 35.25	\$ 96,267.75	
12	DETECTABLE WARNING	SF	20.00	\$ 45.00	\$ 900.00	
13	TYPE A SIGNS	EACH	3.00	\$ 300.00	\$ 900.00	
14	CONSTRUCTION SURVEY	LS	1.00	\$ 15,000.00	\$ 15,000.00	
15	TRAFFIC CONTROL	LS	1.00	\$ 2,000.00	\$ 2,000.00	
16	MOBILIZATION	LS	1.00	\$ 17,000.00	\$ 17,000.00	
17	PERIMETER AND SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	5000.00	\$ 3.00	\$ 15,000.00	
18	STABILIZING CROP	ACRE	1.20	\$ 500.00	\$ 600.00	
19	MULCHING	ACRE	1.20	\$ 520.00	\$ 624.00	
20	SEEDING AND FERTILIZING	ACRE	1.20	\$ 3,700.00	\$ 4,440.00	
				TOTAL	\$ 381,474.90	



In addition to the Highway 64 trail, we will also propose trail construction within Prairie Creek Recreation area in the amount of \$180,280.25. This was also proposed in the Destination Iowa project and serves as a paved connector from the to be shelter off of Highway 64 & 223rd Ave to the main trail system within Prairie Creek Recreation Area. The same engineer estimate was provided in May 2022 and is backed by the awarded Destination Iowa grant. A detailed budget of said trail is provided with a visual:

TRAIL CONSTRUCTION IN PRAIRIE CREEK						Commentary
REF.#	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	ITEM COST	
1	CLEARING AND GRUBBING - JACKSON CO. CONSERVATION	ACRE	0	\$ 4,000.00	\$ -	Estimate is for 800 feet of paved trail to connect Hwy. 64 access point to a grass trail on opposite side of prairie creek. Trail is 10 feet wide ADA compliant with a 100 ft. pre-fabricated pedestrian bridge that is 10 ft. wide over Prairie Creek.
2	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	346.00	\$ 15.00	\$ 5,190.00	
3	EXCAVATION, CLASS 13, CHANNEL	CY	40.00	\$ 10.00	\$ 400.00	
4	MODIFIED SUBBASE	CY	111.00	\$ 40.00	\$ 4,440.00	
5	EXCAVATION, CLASS 23	CY	128.00	\$ 18.00	\$ 2,304.00	
6	REINFORCING STEEL, EPOXY COATED	LB	8750.00	\$ 2.00	\$ 17,500.00	
7	STRUCTURAL CONCRETE (BRIDGE)	CY	26.00	\$ 550.00	\$ 14,300.00	
8	PILES, STEEL, HP 10X42	LF	125.00	\$ 65.00	\$ 8,125.00	
9	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE	EACH	1.00	\$ 75,000.00	\$ 75,000.00	
10	ENGINEERING FABRIC	SY	133.30	\$ 2.50	\$ 333.25	
11	REVTMENT, CLASS E	TON	200.00	\$ 30.00	\$ 6,000.00	
12	RECREATIONAL TRAIL, HOT MIX ASPHALT, 6 IN.	SY	800.00	\$ 35.00	\$ 28,000.00	
13	CONSTRUCTION SURVEY	LS	1.00	\$ 7,000.00	\$ 7,000.00	
14	MOBILIZATION	LS	1.00	\$ 10,000.00	\$ 10,000.00	
15	MULCHING	ACRE	0.40	\$ 520.00	\$ 208.00	
16	SEEDING AND FERTILIZING	ACRE	0.40	\$ 3,700.00	\$ 1,480.00	
				TOTAL	\$ 180,280.25	



The deployability of the proposed project is very high and if awarded Jackson County Conservation Board will be starting design as early as January 2023. Therefore, the project could realistically begin during Summer 2023. The project upon completion will be turned over to Jackson County Conservation Board and Jackson County for continued maintenance such as crack filling.

The total proposed FRT grant application will be \$561,755.15. The 20% local share of this is \$112,351.03. The City and Jackson County Conservation Board are proposing the \$112,351.03 be qualified within the Destination Iowa grant award of \$750,000. Jackson County Conservation Board has pledged, if needed, funds out of the Friends of Jackson County Conservation and REAP Grants in order to meet the match requirements.

Council support is recommended.

f. Resolution waiving request for qualifications and authorizing an exclusive listing agreement with Hubbell Commercial Brokers

City Manager Summary: This council action has the potential to be transformational for the community and greater Maquoketa area. The City has never employed a pro-active real estate broker to market the City's Industrial Park property and this allows Hubbell to represent the City.

In short, the City will list the 59.12-acre City owned site as well as a MIDAS owned 4.62-acre site for \$25,000/acre. According to the agreement, Hubbell will be paid on commission at a 5% rate on sales over 10 acres and 6% under 10 acres.

Staff previously surveyed Certified Industrial Sites with Iowa Economic Development Authority and contacted Centerville, Ottumwa, Forest City, Charles City, and Osage. Hubbell's name consistently came up as the premier listing partner of successful cities. Hubbell is also behind Repurposed Materials setting up a base in the City as well as the new addition of a production business that will fill the vacant 130,000 square foot old Hollander Building. The latter is still refraining from wanting public attention but is excited to move into Maquoketa. Hubbell's sale outcomes and reputation are exceptional and the City should be excited about this listing agreement.

Council support is recommended.

10. Reports and Communications

- a. Council Member Reports**
- b. City Manager Report**

11. Executive Session

- a. None**

12. Adjournment

MAQUOKETA CITY COUNCIL MEETING

Tuesday, September 7, 2022

Mayor Messerli called the regular session of the Maquoketa City Council to order at 6:00 p.m. with four members present.

Present: Lyon, Collister, Good, Holm

Absent: Simonson, Rickerl and Kuhlman

The group recited the pledge of allegiance.

Motion by Collister, seconded by Good approving the agenda.

Motion Carried 4-0

Motion by Collister, seconded by Holm approving the consent agenda consisting of the August 15th minutes, bills payable through September 6th in the amount of \$208,536.45, and renewal class "B" beer permit, outdoor sales, Sunday sales and living quarters filed by Maquoketa Brewing. Motion Carried 4-0

Chamber Director Carr presented the Chamber quarterly report. Carr highlighted the new Community Guide, the leadership program which will be starting back up on Tuesday, September 13th, a bus crawl with Bellevue and DeWitt communities, a Chamber Bash on September 29th hosted by Voy Theater and the Community Christmas lighting on December 4th where Santa and Mrs. Claus will be present.

City Manager Boldt presented information on the new website. The website was built and designed by CivicPlus. Councilman Mark Lyon also assisted in the project. The website has updated pictures that highlight the renovated buildings. The colors on the website were picked to match the City's branding. There is a link to the new payment processor where payments get uploaded automatically to the City's payment software. Includes easy to use tabs for agenda, minutes, and city forms.

Mayor Messerli opened the public hearing to review plans and specification for Innovate 120 Facility Improvements. Dan LoDianco with ECIA represented these files. Looking for public input for the ongoing project. There were no written comments. Motion by Collister, seconded by Lyon closing the public hearing. Motion Carried 4-0

Mayor Messerli opened the public hearing on the status of funding activities for CDBG Homebuyer Assistance Program. This program is related to the pocket neighborhood and resources they pulled together to finish project. This is a project report because it's near the 50% complete mark.

The City of Maquoketa applied for and was awarded a \$103,400 Community Development Block Grant (CDBG) to provide homebuyer assistance to five households with their purchase of homes in the Bear River Cottages subdivision, commonly known as the Pocket Neighborhood

homes. The 2015 Jackson County Housing Needs Assessment showed a need for 84 new homes to be constructed from 2015-2025 with only 10 homes being constructed in the first five years and those were not affordable to low-to-moderate (LMI) income households. All homebuyers must qualify as low-to-moderate income (LMI) households meeting the HUD national objective of CDBG program by providing assistance to LMI persons. The program budget consists of \$103,400 in CDBG with no local match required of the City. The breakdown of the budget consists of \$94,000 towards down payment assistance, closing and inspections costs for five newly constructed homes in the pocket neighborhood and \$9,400 for grant administration. The amount of the down payment assistance is determined by the sale price of the new homes and mortgage payments required to make the sales affordable to LMI households. For each home, the CDBG assistance provides (up to) \$15,000/home for down payments, (up to) \$3,500 for closing costs, and (up to) \$300 for home inspections to be completed.

The City of Maquoketa contracted with ECIA for grant administration. The project was Categorically Excluded, Not Subject to the Section 58.5 authorities per HUD regulations as the funding was not used for construction. Currently, all five homes have been purchased, with two of the homes waiting on claims to finish being processed and paid. As of July 1st, the project has 97% of its funds committed. The following properties have closed:

- 1002 Bear River Drive
- 1003 German Street
- 1008 Bear River Drive
- 1006 Bear River Drive
- 1004 Bear River Drive

BUDGET STATUS
as of October 16, 2020

		<u>CDBG</u>	<u>Local Funds</u>
Homebuyer Assistance:	Budget:	\$ 94,000.00	\$ 0.00
	Expended:	<u>91,100.00</u>	<u>0.00</u>
	Balance:	\$ 2,900.00	\$ 0.00
Administration:	Budget:	\$ 9,400.00	\$ 0.00
	Expended:	<u>9,400.00</u>	<u>0.00</u>
	Balance:	\$ 0.00	\$ 0.00

Motion by Collister, seconded by Holm closing the public hearing. Motion Carried 4-0

Motion by Good and seconded by Holm to pass the third reading of Ordinance No. 1199, entitled, "An Ordinance amending Title V Land Use Regulations, Chapter 1, Zoning Regulations, Subchapter B District Boundaries and General Regulations of the City of Maquoketa Code of Ordinances". Motion Carried 4-0

Boldt explained the City's attorneys initiated this resolution for a separate agreement between the City and the developer. As a better protection for the city.

Motion by Lyon, seconded by Good approving Resolution No. 2022-100, entitled, "Resolution to establish a public hearing date on Monday, September 19, 2022, at 6:00 PM to enter into a community space development agreement with Redeker Partners LLC (120 South Main Street), and providing for publication of notice thereof." Motion Carried 4-0

Motion by Collister, seconded by Holm approving Resolution No. 2022-101, entitled, "Resolution to establish hearing date on Monday, September 19, 2022, 6:00 PM to enter into an upper story housing agreement with Redeker Partners LLC (138 South Main Street), and providing for publication of notice thereof." Motion Carried 4-0

Motion by Collister, seconded by Good approving Resolution No. 2022-102, entitled, "Resolution to establish a public hearing date on Monday, September 19th, 2022, at 6:00 PM to review plans, specifications, and form of contract for the 138 S. Main St. facility improvements." Motion Carried 4-0

Motion by Collister, seconded by Holm approving Resolution No. 2022-103, entitled, "Resolution to approve developer agreement for 20-CVN-042 Community Development Block Grant CARES to make improvements and Upper Story Apartment Renovation to the building at 138 South Main Street. " Motion Carried 4-0

Boldt explained, CDBG project with Dan LoDianco at ECIA, state wants this type of agreement to further define the relationship between the City and Redeker Partners LLC.

Motion by Lyon, seconded by Collister approving Resolution No. 2022-104, entitled, "Resolution authorizing invitation to bid for the 138 South Main Street facility improvement project". Motion Carried 4-0

Motion by Collister, seconded by Holm approving Resolution No. 2022-105, entitled, "Resolution authorizing collection of payments for City costs to abate nuisances and enforce ordinances." Motion Carried 4-0

Motion by Lyon, seconded by Collister approving Resolution No. 2022-106, entitled, "Resolution authorizing purchase of a 2008 Vactor 2100 Jet Vac Truck and upfitting accessories in the amount of \$192,865.26 from MacQueen Equipment." Motion Carried 4-0

Motion by Lyon, seconded by Holm approving Resolution No. 2022-107, entitled, "Resolution authorizing an agreement with the State of Iowa Economic Development Authority for the Destination Iowa project at Prairie Creek Recreation Area." Motion Carried 4-0

Motion by Collister, seconded by Lyon to close two coal chutes located 114 East Platt Street for preparation of sidewalk in the Platt Street Project.

Boldt explained, he met with the owner to work out a cost sharing agreement. The owner called, stating he spoke with his lawyer and stated it was the city's to fix. Boldt recommended to authorize for the city to pay for the proper closing of the chute. This would resolve any hold ups for the Platt Street Project.

Motion by Collister, seconded by Good adjourning at 6:37 p.m.

Motion Carried 4-0

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

ITEMS TO INCLUDE ON AGENDA

CITY OF MAQUOKETA, IOWA

September 19, 2022

7:00 P.M.

Maquoketa Amended and Restated Unified Urban Renewal Plan

- Public hearing on the proposal to enter into a Community Space Development Agreement with Redeker Partners LLC (120 South Main Street)
- Resolution approving and authorizing execution of a Community Space Development Agreement by and between the City of Maquoketa and Redeker Partners LLC (120 South Main Street)

IMPORTANT INFORMATION

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

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

September 19, 2022

The City Council of the City of Maquoketa in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 201 East Pleasant Street, Maquoketa, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Community Space Development Agreement by and between the City of Maquoketa and Redeker Partners LLC (120 South Main Street), and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A COMMUNITY SPACE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MAQUOKETA AND REDEKER PARTNERS LLC (120 SOUTH MAIN STREET)", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A COMMUNITY SPACE DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF
MAQUOKETA AND REDEKER PARTNERS LLC (120 SOUTH
MAIN STREET)

WHEREAS, by Resolution No. 2015-16, adopted July 27, 2015, this Council adopted Amendment No. 1 to the Maquoketa Amended and Restated Unified Urban Renewal Plan (the "Plan"), which unified certain areas located within the City that had previously been found eligible as and designated as urban renewal areas under Iowa law, collectively to be known as the Maquoketa Amended and Restated Unified Urban Renewal Area (the "Urban Renewal Area" or "Area"), and which Plan as amended most recently by an Amendment No. 4 adopted on October 19, 2020, is on file in the office of the Recorder of Jackson County; and

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

WHEREAS, the City has received a proposal from Redeker Partners LLC ("Redeker"), in the form of a proposed Community Space Development Agreement (the "Agreement") by and between the City and Redeker, pursuant to which, among other things, the City would cause the design and construction of certain improvements to create a community space for citizens to access the internet and hold social events and meetings (the "Project") on certain real property owned by Redeker that is located at 120 South Main Street within the Urban Renewal Area as defined and legally described in the Agreement (the "Redeker Property") in connection with the City's receipt of a \$407,000 CDBG-CV grant (the "State Grant") through the Iowa Economic Development Authority Non-Entitlement Community Development Block Grant Program, as outlined in the proposed Agreement; and

WHEREAS, the Agreement also proposes that Redeker will pay the costs of the Project not covered by the State Grant, estimated to be \$101,750, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to construct improvements in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

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

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

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

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

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

PASSED AND APPROVED this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JACKSON)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Maquoketa, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF MAQUOKETA, IOWA

September 19, 2022

7:00 P.M.

Maquoketa Amended and Restated Unified Urban Renewal Plan

- Public hearing on the proposal to enter into an Upper Story Housing Agreement with Redeker Partners LLC (138 South Main Street)
- Resolution approving and authorizing execution of an Upper Story Housing Agreement by and between the City of Maquoketa and Redeker Partners LLC (138 South Main Street)

IMPORTANT INFORMATION

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

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

September 19, 2022

The City Council of the City of Maquoketa in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 201 East Pleasant Street, Maquoketa, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of an Upper Story Housing Agreement by and between the City of Maquoketa and Redeker Partners LLC (138 South Main Street), and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN UPPER STORY HOUSING AGREEMENT BY AND BETWEEN THE CITY OF MAQUOKETA AND REDEKER PARTNERS LLC (138 SOUTH MAIN STREET)", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN UPPER STORY HOUSING AGREEMENT
BY AND BETWEEN THE CITY OF MAQUOKETA AND
REDEKER PARTNERS LLC (138 SOUTH MAIN STREET)

WHEREAS, by Resolution No. 2015-16, adopted July 27, 2015, this Council adopted Amendment No. 1 to the Maquoketa Amended and Restated Unified Urban Renewal Plan (the "Plan"), which unified certain areas located within the City that had previously been found eligible as and designated as urban renewal areas under Iowa law, collectively to be known as the Maquoketa Amended and Restated Unified Urban Renewal Area (the "Urban Renewal Area" or "Area"), and which Plan as amended most recently by an Amendment No. 4 adopted on October 19, 2020, is on file in the office of the Recorder of Jackson County; and

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

WHEREAS, the City has received a proposal from Redeker Partners LLC ("Redeker"), in the form of a proposed Upper Story Housing Agreement (the "Agreement") by and between the City and Redeker, pursuant to which, among other things, the City would cause the design and construction of certain improvements to create two new low and moderate income upper-story housing units (the "Project") on certain real property owned by Redeker that is located at 138 South Main Street within the Urban Renewal Area as defined and legally described in the Agreement (the "Redeker Property") in connection with the City's receipt of a \$488,604 CDBG-CV grant (the "State Grant") through the Iowa Economic Development Authority Non-Entitlement Community Development Block Grant Program, as outlined in the proposed Agreement; and

WHEREAS, the Agreement also proposes that Redeker will pay the costs of the Project not covered by the State Grant, estimated to be \$90,901, under the terms and following satisfaction of the conditions set forth in the Agreement, and will operate the completed housing units as Low and Moderate Income units as set forth in an Operating Agreement attached to the Agreement as an exhibit; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to construct improvements in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

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

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

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

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

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

PASSED AND APPROVED this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JACKSON)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Maquoketa, State of Iowa

(SEAL)

02093227-1M7078-098

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE
138 SOUTH MAIN STREET FACILITY IMPROVEMENT

WHEREAS, the City of Maquoketa, Iowa received a Community Development Block Grant CARES (Contract #CVN-042) for improvements to 138 South Main Street; and,

WHEREAS, the Maquoketa City Council held a public hearing regarding plans, specifications and form of contract for the 138 S Main Street project on Monday, September 19, 2022.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Maquoketa does hereby approve plans, specifications and form of contract to the 138 S Main Street Project.

PASSED AND APPROVED this 19th day of September, 2022.

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

CERTIFICATION

I, Joshua Boldt, City Manager, do hereby certify the above is a true and correct copy of Resolution No. 2022-_____ which was passed by the Maquoketa City Council this 19th day of September, 2022.

Joshua Boldt, City Manager

FINANCE/PERSONNEL COMMITTEE MEETING
Monday, September 12, 2022

Present: Collister, Lyon

Absent: Simonson

Others

Present: Boldt, Messerli, Ellenz, Carr

Chairperson Collister called the meeting to order at 3:37 p.m.

Motion by Lyon, seconded by Collister approving the agenda. All Ayes

Motion by Lyon, seconded by Collister approving the August 8th minutes. All Ayes

Committee members reviewed the August credit card statement and bank statement.

City Manager Boldt reminded committee members that the Police Chief, Library Director and Public Works Director were not included in the recent raises. He stated the police chief surveyed some surrounding towns to compare salaries. Boldt is recommending the salary for the Police Chief be increased from \$80,000 to \$90,000.

Boldt is recommending the Public Works Director wage be increased by 6% going from \$76,175 to \$80,744.

Boldt explained that the Library Director currently makes \$55,779. Surrounding towns were surveyed and salaries had a wide range from low to high. Boldt met with Library Board members who have recommended increasing the base salary to \$60,000. Members are also recommending providing direct pay in the amount of \$5,000 out of the local access revenue from the City to compensate for all of the work Katie has done with local access.

Motion by Lyon, seconded by Collister to update Department Head salaries as follows:

Police Chief: \$80,000 to \$90,000

Public Works Director – 6% - \$76,175 to \$80,744

Library Director - \$55,779 to \$60,000. Additional \$5,000 annually for local access work.

All Ayes

City Manager Boldt presented a revised evaluation form. He stated it is a very simple, easy to follow form.

Collister questioned if evaluations would be done on anniversary dates or once a year and Boldt stated he would like to do them all at the same time.

Motion by Lyon, seconded by Collister approving revised evaluation form. All Ayes

Motion by Lyon, seconded by Collister adjourning at 3:48 p.m. All Ayes

Joshua Collister, Chairperson

ATTEST:

Judy Carr, Deputy Clerk

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING SALARY INCREASE FOR POLICE CHIEF, LIBRARY DIRECTOR
AND PUBLIC WORKS DIRECTOR EFFECTIVE SEPTEMBER 21, 2022

WHEREAS, City Manager Boldt presented the Finance/Personnel Committee with proposed salary increases for City Department Heads; and,

WHEREAS, Finance/Personnel Committee members recommended approval of the proposed increases.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Maquoketa does hereby approve salary increases for City Department Heads as follows:

Police Chief – from \$80,000 to \$90,000

Public Works Director – 6% - from \$76,175 to \$80,744

Library Director – from \$55,779 to \$60,000 Additional \$5,000 annually for local access work.

BE IT FURTHER RESOLVED, salary increases will be effective September 21, 2022.

PASSED AND APPROVED this 19th day of September, 2022.

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

CERTIFICATION

I, Joshua Boldt, City Manager, do hereby certify the above is a true and correct copy of Resolution No. 2022-___ which was passed by the Maquoketa City Council this 19th day of September, 2022.

Joshua Boldt, City Manager

ITEMS FOR AGENDA

CITY OF MAQUOKETA, IOWA

\$308,000 Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2019

- Resolution approving an amendment to the resolution authorizing issuance of Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2019, dated December 20, 2019, and authorizing execution and delivery of Amendment to Loan Agreement

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

September 19, 2022

The City Council of the City of Maquoketa in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 201 East Pleasant Street, Maquoketa, Iowa, at _____M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Council Member _____ introduced the following Resolution entitled " RESOLUTION APPROVING AN AMENDMENT TO THE RESOLUTION AUTHORIZING ISSUANCE OF SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2019, DATED DECEMBER 20, 2019, AND AUTHORIZING EXECUTION AND DELIVERY OF AMENDMENT TO LOAN AGREEMENT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION APPROVING AN AMENDMENT TO THE
RESOLUTION AUTHORIZING ISSUANCE OF SEWER
REVENUE CAPITAL LOAN NOTES ANTICIPATION
PROJECT NOTE, SERIES 2019, DATED DECEMBER 20, 2019,
AND AUTHORIZING EXECUTION AND DELIVERY OF
AMENDMENT TO LOAN AGREEMENT

WHEREAS, pursuant to a resolution approved on December 2, 2019 (the "Resolution"), the City of Maquoketa, Iowa (hereinafter the "Issuer") previously issued its Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2019, dated December 20, 2019 (the "Note"), to the extent of \$308,000, pursuant to a Loan and Disbursement Agreement between Issuer and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying preliminary costs of the Project (as defined in the Resolution); and

WHEREAS, under the foregoing Resolution, one Note was issued, in the principal amount of \$308,000; and

WHEREAS, Section 3 of the Resolution and the Agreement provide for the final maturity of the Note to be December 20, 2022; and

WHEREAS, the Iowa Finance Authority has agreed to extend the maturity date of the Note to December 20, 2025; and

WHEREAS, an Amendment to the Agreement (hereinafter the "Amendment") has been prepared to reflect that the final maturity date of the Note shall be December 20, 2025, a copy of which is attached hereto as Exhibit A.

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

Section 1. The Resolution is hereby amended to provide that the final maturity date of the Note shall be extended from December 20, 2022 to December 20, 2025, and all references

to the maturity date of the Note in the Resolution shall be deemed to be revised to provide that the final maturity of the Note shall be December 20, 2025.

Section 2. The Amendment in substantially the form attached to this Resolution is hereby authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Except as amended herein, all of the other terms and conditions of the Resolution and the Agreement are in all respects ratified, confirmed and approved and shall remain in full force and effect.

PASSED AND APPROVED this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF JACKSON)

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

WITNESS my hand and the seal of said Municipality hereto affixed this _____
day of _____, 2022.

City Clerk, Maquoketa, Iowa

SEAL

EXHIBIT A

AMENDMENT TO

IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT

This Amendment (the "Amendment") to Interim Loan and Disbursement Agreement is made and entered into as of September 19, 2022, by and between the City of Maquoketa, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Lender"), and amends that certain Interim Loan and Disbursement Agreement dated December 20, 2019, by and between the Lender and the Participant (the "Agreement").

WHEREAS, the Lender, in cooperation with the Iowa Department of Natural Resources, is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program and the Drinking Water Facilities Financing Program established in Iowa Code Sections 455B.291 through 455B.299; and

WHEREAS, the Participant has requested, and the Lender has agreed, to extend the Maturity Date set forth in the Agreement; and

WHEREAS, the City Council of the Participant has approved the extension of the Maturity Date by resolution on September 19, 2022.

NOW, THEREFORE, the parties agree as follows:

Section 1. Notwithstanding anything to the contrary therein, the Maturity Date of the Agreement shall be extended to December 20, 2025.

Section 2. Except as otherwise provided in this Amendment, the provisions of the Agreement, as heretofore amended, are hereby ratified, approved and confirmed and incorporated herein.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MAQUOKETA, IOWA

By: _____
Mayor

Attest:

City Clerk

IOWA FINANCE AUTHORITY

By: _____
Its: _____

02101334-1\17078-078

RESOLUTION NO. 2022-_____

RESOLUTION AWARDING TRACY THEDE A DOWNTOWN INCENTIVES – UPPER STORY RENOVATION GRANT IN THE AMOUNT OF \$15,000 UPON VERIFICATION OF COMPLETED WORK AND FINAL QUALIFIED BILL COSTS

WHEREAS, the City Council of the City of Maquoketa has created a Downtown Incentives – Façade and Commercial Interior Grant program and created a board to oversee the application process; and,

WHEREAS, the Downtown Incentives Board has reviewed the application filed by Tracy Thede; and,

WHEREAS, the Board is recommending Council approval of the application filed by Tracy Thede for a Downtown Incentives – Upper Story Renovation Grant in the amount of \$15,000 upon verification of completed work and final qualified bill costs.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Maquoketa does hereby approve the Downtown Incentive – Upper Story Renovation Grant in the amount of \$15,000 upon verification of completed work and final qualified bill costs.

PASSED AND APPROVED this 19th day of September, 2022.

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

CERTIFICATION

I, Joshua Boldt, City Manager, do hereby certify the above is a true and correct copy of Resolution No. 2022-_____ which was passed by the Maquoketa City Council this 19th day of September, 2022.

Joshua Boldt, City Manager

REQUEST FOR COUNCIL ACTION

Agenda Item: _____

SUBJECT:

Resolution awarding Tracy Thede a Downtown Incentives – Upper Story Renovation Grant in the amount of \$15,000

Originated By:

Joshua Boldt

Referred To:

City Council

Summary of Background and Reasons for Request:

Mr. Thede approached the City regarding a renovation at the newly purchased 112 W Platt St in Downtown Maquoketa. Mr. Thede plans a complete renovation of two present but aged apartments in the second story of the building. Mr. Thede plans on turning these two residences in short-term AirBNB style rentals for travelers enjoying the area's recreational features. Mr. Thede seems to have a sound business plan.

In the attached backup, the plans call for demolition, wall, floor, mechanicals, appliances, painting, and window repairs/replacements. The work is significant. The maximum allowable for Upper Story Renovation Grant in the Downtown Incentives fund is \$15,000. The applicant is seeking the maximum allowable.

Council support is recommended.

Reports and Documents Attached:

See attached.

Is this Currently Budgeted? **Yes** **No N/A**

Funding Source: 007-6-5520-65090

Ending Balance:

Manager's Recommendation:

Approve

Date Referred to Council: _____

Action Taken: _____

DOWNTOWN INCENTIVE PROGRAM APPLICATION

Application must be approved by City Council prior to work beginning. The City reserves the right to request additional information. All information supplied to the Downtown Incentives Committee will be kept confidential. Attach additional sheets as necessary.

PROGRAM(S) APPLIED FOR

- | | |
|---|--|
| <input type="checkbox"/> ACQUISITION ASSISTANCE GRANT | <input type="checkbox"/> FAÇADE GRANT |
| <input type="checkbox"/> BLADE SIGN | <input checked="" type="checkbox"/> COMMERCIAL INTERIOR GRANT |
| <input type="checkbox"/> CONSULTANT ASSISTANCE GRANT | <input checked="" type="checkbox"/> UPPER STORY RENOVATION GRANT |

APPLICANT INFORMATION

APPLICANT IS: OWNER TENANT

Applicant name: Tracy Thede

Applicant mailing address: 107 N main St Maquoketa Ia 52060

Applicant email address: TThede@gmail.com Phone: 303-482-5655

Owner name (if not applicant): _____

Owner email address _____ Phone: _____

BUSINESS INFORMATION (IF APPLICABLE)

Name of business: _____

Address of building for which grant is sought: 112 W Platt st Maquoketa Ia 52060

New business? No Yes If no, please enter the number of years you have been in business.

Relocating from another location? Yes No Current address _____

BUILDING INFORMATION

Provide a color copy of the parcel report from Beacon

PROPOSED USE OF FUNDS WORKSHEET

Detailed estimates MUST be attached.

PROPOSED USE OF FUNDS	BRIEF DESCRIPTION	ESTIMATED COST
<input type="checkbox"/>	Abstracting Fees (ACQ Grant)	\$
<input type="checkbox"/>	Acquisition Price (ACQ Grant)	\$
<input type="checkbox"/>	Appraisal Fees (ACQ Grant)	\$
<input type="checkbox"/>	Attorney Fees (ACQ Grant)	\$
<input type="checkbox"/>	Origination Fees (ACQ Grant)	\$
<input type="checkbox"/>	Real Estate Agent Fees (ACQ Grant)	\$
<input type="checkbox"/>	Recording Fees (ACQ Grant)	\$
<input type="checkbox"/>	UCC Filing Fee & UCC Search (ACQ Grant)	\$
<input type="checkbox"/>	Blade Sign Total Cost	\$
<input type="checkbox"/>	Consultant Fee	\$
<input type="checkbox"/>	Brick Cleaning & Tuck Pointing	\$
<input checked="" type="checkbox"/>	Demolition Work	\$
<input type="checkbox"/>	Exterior Lighting	\$
<input checked="" type="checkbox"/>	Finish Work	\$
<input checked="" type="checkbox"/>	Floor/Ceiling/Wall Repair	\$ ~ 5,000
<input type="checkbox"/>	Installation of Permanent Fixtures	\$
<input checked="" type="checkbox"/>	Mechanical Systems Upgraded/Retrofitted	\$ 35,000
<input checked="" type="checkbox"/>	Painting	\$ ~ 500
<input type="checkbox"/>	Preservation of Architectural Elements	\$
<input type="checkbox"/>	Signage (Other Than Blade Sign)	\$
<input checked="" type="checkbox"/>	Window/Door Repair	\$ ~ 2,500
<input type="checkbox"/>	OTHER (PLEASE SPECIFY)	\$
Total Estimated Cost		\$
Grant Amount Requested		\$

*\$44,110.44
according to
all attached
backup. JB*

ADDITIONAL PROGRAM REQUIREMENTS

ACQUISITION ASSISTANCE GRANT

No additional information needed

BLADE SIGN

Provide building permit application and sidewalk construction permit if applicable

CONSULTANT ASSISTANCE GRANT

Design Size Area: 1600 sf

Include a copy of the designer's business card

FAÇADE GRANT

Façade to be improved: Front Side Rear

Include images of the current and proposed façade.

COMMERCIAL INTERIOR GRANT

Expansion of Existing retail Remodeling of Existing Retail

Include images or description of proposed improvements.

New Flooring, Paint, lighting

UPPER STORY RENOVATION GRANT

2 Number of Apartments to be Created

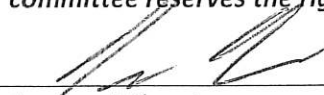
_____ Number of Apartments to be Renovated

ALL APPLICATIONS

Include a W-9 – Request for taxpayer Identification and Certification

STATEMENT OF UNDERSTANDING

As the applicant, I agree to comply with the guidelines and procedures of the Downtown Incentive Program and the conceptual design and outline specifications as agreed by myself and the committee. I understand I must provide copies of all proposed materials and design drawings for the estimated scope of work, and upon completion of the approved improvements, a copy of the contractor's waiver of lien for evidence of payment. I also understand the committee reserves the right to request additional information.



Applicant Signature

8/23/22

Date

I certify that I, as the owner of this property, do authorize the applicant to apply for the Downtown Incentive Program and undertake the approved improvements.

Owner Signature (if other than applicant)

Date

Total Estimated Cost \$ _____
Grant Amount Requested \$ 60,000

Return application to City Hall, 201 East Pleasant Street, Maquoketa. A Downtown Incentive Committee meeting will be scheduled to review your application.

OFFICE USE ONLY BELOW

Grant Amount Awarded \$ _____

Chairperson, Downtown Incentives Committee Date

City Manager, City of Maquoketa Date

Reimbursement \$ _____

Finance Clerk, approved for reimbursement Date

\$2,738.47

MATERIAL LIST

Design #: 3057545871

Items For Installation -

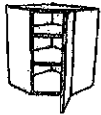
Base 1 - You have selected 1 of these at a price of \$234.13, for a total of \$234.13.



Model: SBD2FF130 W30"xD24"xH30"

SKU	Description	Each	Total
4783852	KLÉARVÜE Cabinetry™ 110-Degree Cabinet Hinge - 2 pk	2	2
4783858	KLÉARVÜE Cabinetry™ Medium L-Bracket - 2 pk	1	1
4780060	KLÉARVÜE Cabinetry® 30"W x 24"D x 30"H Base Cabinet - Box Only	1	1
4784377	KLÉARVÜE Cabinetry® 15" W x 26" H Stöten® Brite White Cabinet Door	2	2
4784426	KLÉARVÜE Cabinetry® 30" x 5" Stöten® Brite White Drawer Front	1	1

Wall 2 - You have selected 1 of these at a price of \$177.50, for a total of \$177.50.



Model: WC2430 W24"xD14"xH30"

SKU	Description	Each	Total
4783530	KLÉARVÜE Cabinetry® 24"W x 24"D Wall Corner Shelf	2	2
4780044	KLÉARVÜE Cabinetry® 24"W x 24"D x 30"H Wall Corner Cabinet - Box Only	1	1
4784371	KLÉARVÜE Cabinetry® 13-1/8" W x 30" H Stöten® Brite White Cabinet Door	1	1

Wall 3 - You have selected 2 of these at a price of \$128.45, for a total of \$256.90.



Model: WD11230 W12"xD14"xH30"

SKU	Description	Each	Total
4783852	KLÉARVÜE Cabinetry™ 110-Degree Cabinet Hinge - 2 pk	1	2
4780000	KLÉARVÜE Cabinetry® 12"W x 14"D x 30"H Wall Cabinet - Box Only	1	2
4783500	KLÉARVÜE Cabinetry® 12"W x 14"D Shelves - 2 pk	1	2
4784370	KLÉARVÜE Cabinetry® 12" W x 30" H Stöten® Brite White Cabinet Door	1	2

Base 4 - You have selected 1 of these at a price of \$397.54, for a total of \$397.54.

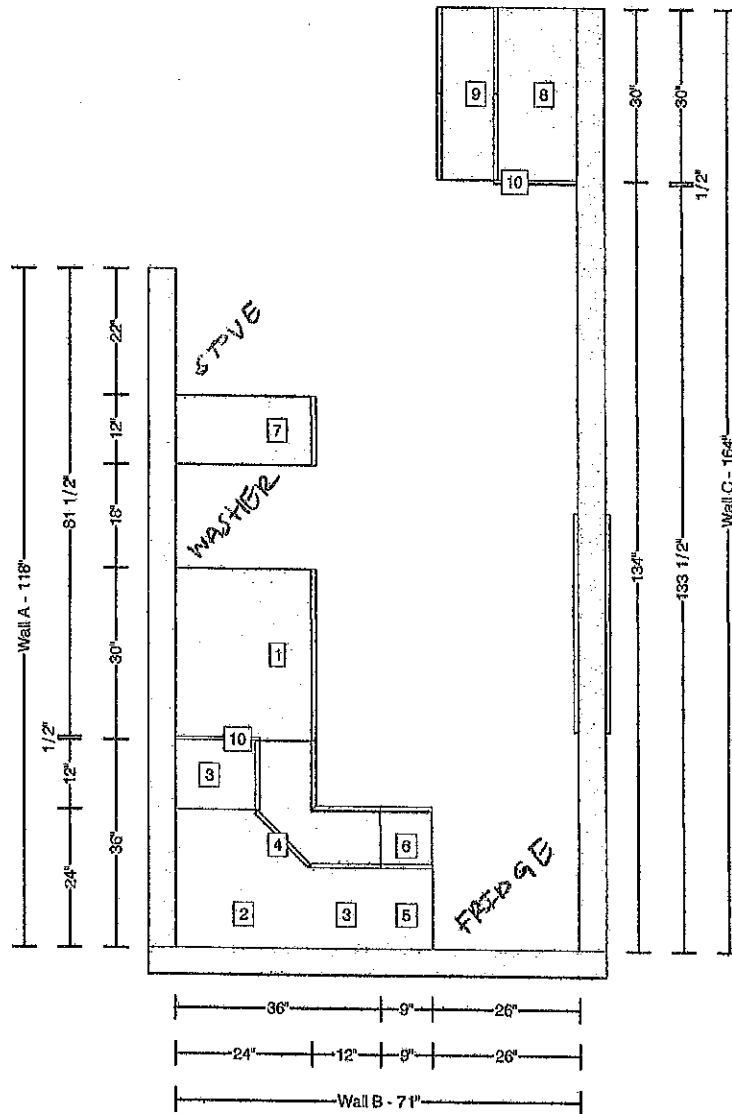


Model: BCC36 W36"xD24"xH30" Diagonal Base Corner with Carousel

SKU	Description	Each	Total
4783854	KLÉARVÜE Cabinetry™ 155-Degree Cabinet Hinge - 2 pack	1	1
4780076	KLÉARVÜE Cabinetry® 36"W x 36"D x 30"H Lazy Susan Corner Base Cabinet - E	1	1
4784406	KLÉARVÜE Cabinetry® 11" W x 30" H Stöten® Brite White 2-Piece Door Set	1	1

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIED ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN, OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

KLEARVUE



All measurements have been provided by the guest. Menards™ is not responsible for any errors in dimensions. Verify the accuracy of all dimensions prior to purchase.

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIED ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully, MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.



WIREONE
 102 E. 2nd St.
 Davenport, IA, 52801
 563.387.9799
 billing@wireoneiowa.com

Estimate 52604546
 Job 46891
 Estimate Date 8/18/2022
 Customer PO

Billing Address
 Tracy Thede
 112 West Platt Street
 Maquoketa, IA 52060 USA

REMIT PAYMENT TO :
 WIREONE
 1425 Metro East Dr. Ste 102,
 Pleasant Hill, IA 50327

Job Address
 Tracy Thede
 112 West Platt Street
 Maquoketa, IA 52060 USA

Estimate Details

Rewire by square foot price Option 2: Upstairs work, plus new basement panel

Task #	Description	Quantity	Your Price	Your Total
1	Rewire home to current electrical code <ul style="list-style-type: none"> • Whole house smoke/CO2 alarms • New Panel and Main Service • Arc Fault Circuit Interrupting protection on all 120 volt circuits • Whole house surge protection • Updated main grounding system • One light centered in each room (recessed lights an additional charge) • One year Safety & Savings Plan Included <p>EXCLUSIONS: This estimate includes all areas of your home unless listed otherwise. Any areas that are not included in the rewire, will include no repairs, no new circuits, no devices, no rewiring and no troubleshooting to those areas. No warranty or guarantee is included on any areas that we do not rewire. If repairs are required to any area that was not included, additional charges will apply and require your authorization.</p> <p>AREAS NOT INCLUDED:</p>	1100.00	\$20.99	\$23,089.00
2	Professional replacement of a 100 amp meter disconnect. <ul style="list-style-type: none"> • Per 2020 NEC section 230.70, a service disconnect is required to be installed for a building on the exterior of the building or inside nearest the point of entrance of the service conductors. 	2.00	\$1,699.99	\$3,399.98
3	Professional installation of a premium 200 amp main breaker panel, installed on the surface of a wall, labeled and tested system.	1.00	\$4,789.99	\$4,789.99
Sub-Total				\$31,278.97
Tax				\$2,189.53
Total				\$33,468.50
Est. Financing				\$696.14

We appreciate the opportunity to serve you!

This proposal for \$33,468.50 will include any and all labor, material, supervision and equipment to perform the above-mentioned work, excluding any major unforeseen problems or additions. This proposal is being provided as a result of a walk-through of the property.

Proposal is valid for 10 days from date of Proposal.

This proposal is made with the understanding that sufficient infrastructure exists to facilitate the above upgrades or repairs.

Excludes any additional power or lighting requirements not specifically outlined in the above proposal including work that may arise from demo to be completed. Any agreed upon additions or change orders will be invoiced and due as they are completed.

Unless otherwise noted, excavating work does not include landscaping, seed, or sod. We limit our repair to back filling the excavation area only.

Locating all underground private facilities with paint or flags is the sole responsibility of the owner, and any damage that occurs to a facility that has not been located by the owner is not the responsibility of WIREONE. This includes but is not limited to irrigation systems, private wiring systems, private telecom systems, and invisible fence systems. We offer no warranty on customer supplied devices, ballasts, light fixtures, breakers, equipment, etc. or any other customer supplied materials.

Unless it is specifically noted otherwise, WIREONE's obligation under this Agreement expressly excludes any work or service associated with

clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, you may be required to pay the person or company even if you have paid the general contractor the full amount due. Therefore, check the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying your general contractor. In addition, when making payment to your general contractor, it is important to obtain lien waivers from your general contractor and from persons or companies registered as furnishing labor or materials to your property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry. The MNLRL Internet Web site address is sos.iowa.gov/MNLRL. The MNLRL toll-free telephone number 1-888-767-8683.

Acceptance of, and permission to proceed with this proposal, as indicated by authorization signature, constitutes a contractual agreement to the above mentioned terms.

Thank you for the opportunity to submit this proposal. Any consideration is greatly appreciated. If you have any questions or concerns, please let us know.

WORKMANSHIP GUARANTEE

WIREONE offers our Exclusive 5 Year Workmanship Guarantee to the original purchaser of Residential services on specific work where those services have not been tampered with by other parties and excludes parts or equipment failure. This guarantee is defined as the proper installation based on local building codes at the time of installation and is specifically listed on any work tasks where it applies.

DIAGNOSTICS

All Diagnostics include and are limited to investigation of one individual issue. This diagnostic will identify problems within the system, thus enabling us to propose any needed solutions options, including but not limited to additional repairs or replacements.

DEPOSITS - PAYMENTS AT TIME OF SERVICE

All work performed requires a 50% deposit to cover all miscellaneous expenses associated. All task codes which have commenced, as well as 15% of the remaining balance above and beyond will remain Non-Refundable. Payment in full will be due upon completion of services, (and in most cases prior to building department inspections), deferred payments through third party financing shall be the sole responsibility of the customer.

In the event that payment is required and bank account information, a check, or credit card is provided as a form of payment, I hereby authorize WIREONE, herein called COMPANY, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make an electronic fund transfer from my account, (iii) process the payment as a check transaction or (iv) charge my credit card that was provided, as determined by COMPANY and as applicable. I acknowledge that the origination of ACH transactions to my account and/or charges to my credit card must comply with the provision of U.S. law and that I may only revoke this authorization by notifying COMPANY as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact the COMPANY for information on revoking this authorization, please call and let us know.

WARRANTY & REBATES

All work performed by WIREONE includes warranty coverage which varies dependent on the level of service chosen. In the event our work fails within the warranty period, you will not be charged for a return visit during normal operating hours (8a-4p M-F) if found to be the fault of WIREONE. In the event of an extended manufacturer warranty, that warranty will apply as a credit to your account which may be redeemed dollar for dollar towards your repair work. All extended warranties must be in writing to be applicable. Exclusions of warranty include: Customer-supplied parts are not warranted and return trips to service customer supplied products are an additional charge. Expendable items such as light bulbs, filters, batteries, refrigerant have no warranty coverage and may be replaced for an additional charge. Used or reinstalled items, such as obsolete outdated breakers, reinstalled humidifiers, etc and have no warranty coverage. WIREONE shall not be liable for any damage due to acts of God or nature, pre-existing conditions of the home, or for any tampering with work other than WIREONE personnel. If Drain Clearing machinery becomes lodged in the home drain lines, homeowner is responsible for any repair and replacement. 3rd Party rebates cannot be guaranteed by WIREONE in any way and rebate funding remains the responsibility of the agency offering the rebates. Manufacturer warranties may be void in cases where the equipment was not registered with the manufacturer, WIREONE may assist in some warranty registrations, however the responsibility for these remains the customers responsibility.

BUILDING PERMITS & INSPECTIONS

All work involving permits must be completed within 6 months time as determined by the bldg. dept. Any delays or appointments missed by customer, leading to additional building dept fees will result in additional charges to customer or location owner. All charges due back to WIREONE will be subject to the above listed payment terms.

DRYWALL/ SIDING/ STUCCO/ LANDSCAPING REPAIRS

While we strive for minimal or no damage to interior wall or floor surfaces, exterior walls or landscaping areas, our work does periodically result in unavoidable aesthetic damages. Unless specifically purchased as a specific line item, our work does not include repairs to these surfaces.

OPTIONS FOR REPAIR OF SAFETY VIOLATIONS

Multiple repair options are always presented where safety violations or needed upgrades are discovered. Failure to correct these items resultant from refusal of service and further damages will void all warranties and be the sole responsibility of the customer if neglected. All work performed will be performed in compliance with the latest building code(s).

Heat Pump Split System 3rd Generation - Energy Star 120V with Line Set Cover & IR Wifi Thermostat

Visit the MRCCOOL COMFORT MADE SIMPLE Store

72 ratings | 83 answered questions

Amazon's Choice for "mrcool diy"

\$1,888.00

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Brand MRCCOOL COMFORT MADE SIMPLE

Special Feature Variable-speed DC Inverter compressor, Leakage Protection: Protect your investment! - When your MrCool DIY unit detects low refrigerant an alert w...
[See more](#)

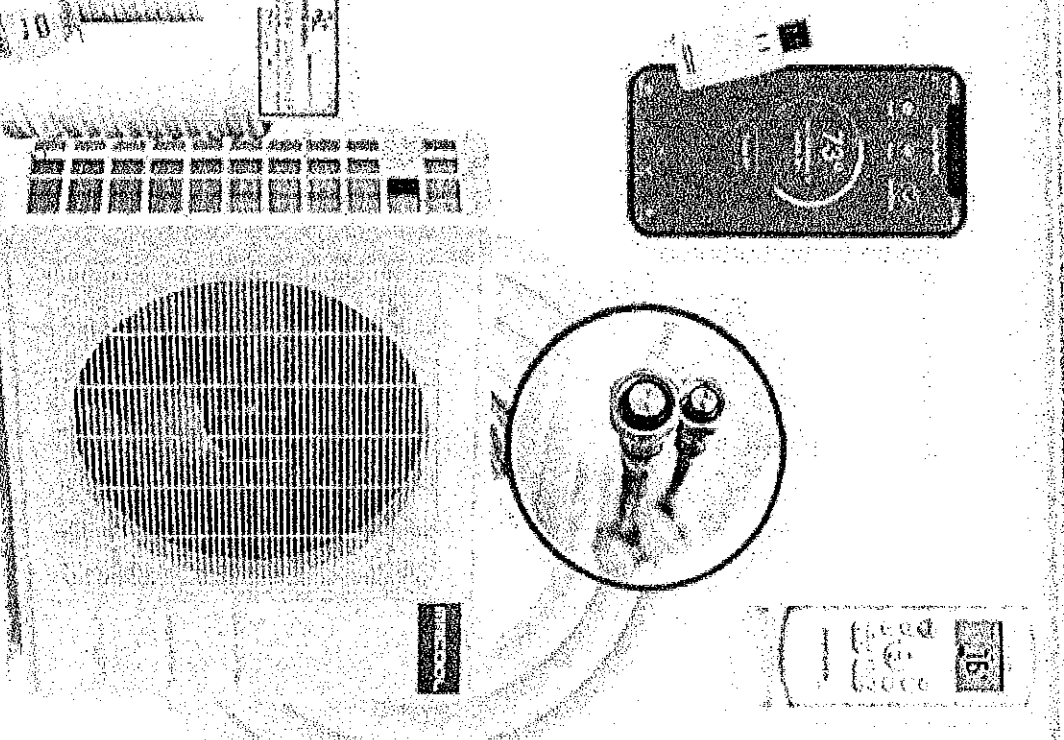
Seasonal Energy Efficiency Ratio 22

[See more](#)

About this item

- Control your MrCool DIY 3rd Gen mini split with the included wireless remote, IR Wifi Thermostat, Google Assistant, Amazon Alexa, or an app from your Android or Apple device.
- The 3rd Generation MrCool DIY mini split has an feature that activates in Cool, DRY or Auto mode. This keeps the fan running on low for roughly 10 minutes to dry condensation buildup.
- New SmartHVAC app: wifi control - compatible with Alexa and Google assistant - you can control your DIY anywhere with your Apple or android smart device and an Internet connection

Roll over image to zoom in



Each Unit: You will install. The included set Unit: Remote

Search for a product, brand, or SKU

HVAC

PEX

Fittings

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Thermostats

TRADEMASTER Join the Program Built for Pro's! Exclusive benefits, absolute!

Home > Plumbing Supplies > Water Heaters > Heat Pump Water H

50 Gallon Voltex Resider Water Heater

Brand: AO Smith SKU: HPTU-50N **\$\$\$**

+ \$1,792.99 each

ADD TO CART

in Stock Get 12 Mon, Aug 29 - Wed, Aug 31

More Available Inventory Details



CONTACT & SUPPD
Live Chat Online Now

CONTACT

80



Live Chat

* Est. wait: 1 min

01



Text 888-757-4774

* Est. wait: 7+ min

02



Call 888-757-4774

* Est. wait: 6-23 min

03



Email

* Response by Thurs

04

MANUALS (3)

Product Overview

User Guide

Warranty Info

This item replaces: HPTU-5

SHP1-50

Whirlpool® 18" Stainless Steel Built In Dishwasher

Model #: WDF518SAHM

At a Glance

Fit 8 place settings in this compact dishwasher that offers more flexibility and room to work in the kitchen. A smaller space doesn't mean you have to sacrifice cleaning performance, thanks to a dishwasher with a separate spray arm in each rack.



⚠ Proposition 65 Warning for California Residents

Other

Quick Wash Yes

Certifications

Kilowatt Hrs. per Year 234
ENERGY STAR® Qualified Yes

Construction

Rack Material Nylon
Handle Type Recessed

Dimensions

Depth w/Door Open 44.5
Shipping Weight 75

Specifications

Hi Temp Wash Yes
Normal Yes

Display

Control Lockout Yes
Rinse Aid Dispenser Indicator Yes
Controls Digital

Features

Small Item Holder Yes
Stemware Holder Yes
Silverware Basket Yes

General Features

Detergent Dispenser Yes
Rinse Aid Dispenser Yes
Filter Type Removable

Performance

Wash System Filter
Water Filtration Yes
Heavy Yes
Light Wash Yes
Heated Dry Yes
Number of Options 3



Appliance Solutions

\$699

Whirlpool® 11.6 Cu. Ft. Fingerprint Resistant Stainless Steel Counter Depth Top Freezer Refrigerator

Model #: WRT112CZJZ

At a Glance

If you're searching for a small energy efficient refrigerator, our top-freezer refrigerator delivers the flexibility you need to make the most of every inch. Features like gallon door storage help free up shelf space. Digital temperature controls and an ice maker connection kit mean you're ready for guests, even at the last minute.



Proposition 65 Warning for California Residents

Controls

Location of Controls Interior

Configuration and Overview

Advance Foam Insulation 99.9% lower Global Warming Potential and Better Energy Performance

Exterior

Handle Color Silver

Icemaker Details

Icemaker Location Freezer

Freezer Compartment

Freezer Type Standard
Shelves 1 Glass

Refrigerator Details

Number of Interior Shelves 2
Lighting LED

Appearance

Hidden Hinge Yes
Handle Material Plastic
Door Style Flat
Reversible Door Yes
Cabinet Finish Textured

Dimensions

Depth Closed Excluding Handles 28-3/8 in
Depth Closed Including Handles 28-3/8 in
Depth Excluding Doors 24.0 in
Depth With Door Open 90 Degree 49.0 in
Height To Top Of Cabinet 60-5/8 in
Height To Top Of Door Hinge 61-7/16 in

GE Stacked Laundry Center with 3.8-cu ft Washer and 5.9-cu ft Dryer

6783

\$1,394.00

R

Specifications Compare Reviews Q&A Protection Plans Product Features

GE Electric Stacked Laundry Center with 3.8-cu ft Wash...

Frigidaire Electric Stacked Laundry Center with 3.9-c...

Whirlpool Electric Stacked Laundry Center with 1.6-c...

Whirlpool Electric Stacked Laundry Center with 3.5-c...

LG W Stact



\$1,394.00

\$1,499.00

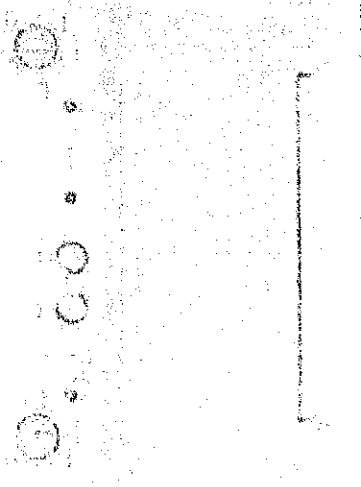
Save \$105.00

Ends Aug 24



\$1324.30 when you choose 5% savings on eligible purchases every day. [Learn how](#)

\$117/ with 1 Ltd fir



- Rotary-electromechanical dryer controls - allow fast,...
- 11 wash cycles - cycles are designed to specifically h...
- 6 wash/rinse temperatures - select the right temperat...

Manufacturer Color/Finish: White



Protect your Product
View available plans & Services

20 stove

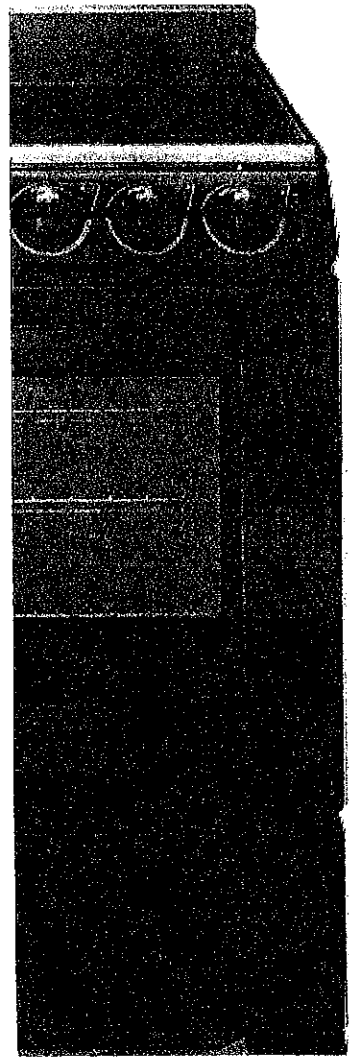


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OEM Set of 3 Sylvania Heater Bulb Kit 1500W Compatible with GEN4 USA1000 Infrared Heaters

☆☆☆ \$73.99



Summit REX2051BRT Summit REX2051RT 20 Inch Wide 2.3 Cu Free Standing Electric Range

Brand: Summit Appliance

2 ratings

-11% \$900⁴⁸

List Price: \$1,010.00

Get 3% back on this item with the Amazon Rewards V

Drawer Type	Broiler
Material	Ceramic
Fuel Type	Electric
Brand	Summit Appliance
Form Factor	Freestanding

About this item

- 20 width
- Smooth ceramic glass top
- Oven window with light
- Waist-high broiler

RESOLUTION NO. 2022-_____

RESOLUTION AWARDING COURTNEY HICKSON A DOWNTOWN INCENTIVE GRANT – FAÇADE GRANT IN THE AMOUNT OF \$1,200 UPON VERIFICATION OF COMPLETED WORK AND FINAL QUALIFIED BILL COSTS

WHEREAS, the City Council of the City of Maquoketa has created a Downtown Incentives – Façade and Commercial Interior Grant program and created a board to oversee the application process; and,

WHEREAS, the Downtown Incentives Board has reviewed the application filed by Courtney Hickson; and,

WHEREAS, the Board is recommending Council approval of the application filed by Courtney Hickson for a downtown incentive grant – façade in the amount of \$1,200 upon verification of completed work and final qualified bill costs.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Maquoketa does hereby approve the Downtown Incentive –Façade Grant application filed by Courtney Hickson for a downtown incentive grant – façade in the amount of \$1,200 upon verification of completed work and final qualified bill costs.

PASSED AND APPROVED this 19th day of September, 2022.

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

CERTIFICATION

I, Joshua Boldt, City Manager, do hereby certify the above is a true and correct copy of Resolution No. 2022-_____ which was passed by the Maquoketa City Council this 19th day of September, 2022.

Joshua Boldt, City Manager

REQUEST FOR COUNCIL ACTION

Agenda Item: _____

SUBJECT:

Resolution awarding Courtney Hickson a Downtown Incentives – Façade Grant in the amount of \$1,200

Originated By:

Joshua Boldt

Referred To:

City Council

Summary of Background and Reasons for Request:

Courtney Hickson contacted the City with regard to adding a decorative awning at the 116 W Platt St building she purchased and is planning to open a Mental Health Counseling services business. Ultimately Courtney Hickson proposed a \$2,400 awning of which half would be covered under the Façade Grant program. The project will add business diversity to the downtown district and give the building a needed facelift.

Courtney Hickson filed application with the Downtown Incentives Committee and this was supported unanimously.

Council support is recommended.

Reports and Documents Attached:

See attached.

Is this Currently Budgeted? **Yes** **No N/A**

Funding Source: 007-6-5520-65090

Ending Balance:

Manager's Recommendation:

Approve

Date Referred to Council: _____

Action Taken: _____



Date Application Received _____

DOWNTOWN INCENTIVE PROGRAM APPLICATION

Application must be approved by City Council prior to work beginning. The City reserves the right to request additional information. All information supplied to the Downtown Incentives Committee will be kept confidential. Attach additional sheets as necessary.

PROGRAM(S) APPLIED FOR

- ACQUISITION ASSISTANCE GRANT
- FAÇADE GRANT
- BLADE SIGN
- COMMERCIAL INTERIOR GRANT
- CONSULTANT ASSISTANCE GRANT
- UPPER STORY RENOVATION GRANT

APPLICANT INFORMATION

APPLICANT IS: OWNER TENANT

Applicant name: Courtney Hickson + Colin Johnson

Applicant mailing address: 510 Butternut St. Maquoketa, IA 52060

Applicant email address: Courtney.hickson@courlook.com Phone: 563.249.8007

Owner name (if not applicant): _____

Owner email address _____ Phone: _____

BUSINESS INFORMATION (IF APPLICABLE)

Name of business: NA - Rental Property, will be mental health services in the future

Address of building for which grant is sought: 116 W Platt St.

New business? No Yes If no, please enter the number of years you have been in business.

Relocating from another location? Yes No Current address _____

BUILDING INFORMATION

Provide a color copy of the parcel report from Beacon

PROPOSED USE OF FUNDS WORKSHEET

Detailed estimates MUST be attached.

PROPOSED USE OF FUNDS	BRIEF DESCRIPTION	ESTIMATED COST
<input type="checkbox"/>	Abstracting Fees (ACQ Grant)	\$
<input type="checkbox"/>	Acquisition Price (ACQ Grant)	\$
<input type="checkbox"/>	Appraisal Fees (ACQ Grant)	\$
<input type="checkbox"/>	Attorney Fees (ACQ Grant)	\$
<input type="checkbox"/>	Origination Fees (ACQ Grant)	\$
<input type="checkbox"/>	Real Estate Agent Fees (ACQ Grant)	\$
<input type="checkbox"/>	Recording Fees (ACQ Grant)	\$
<input type="checkbox"/>	UCC Filing Fee & UCC Search (ACQ Grant)	\$
<input type="checkbox"/>	Blade Sign Total Cost	\$
<input type="checkbox"/>	Consultant Fee	\$
<input checked="" type="checkbox"/>	Brick Cleaning & Tuck Pointing	\$ 2400
<input type="checkbox"/>	Demolition Work	\$
<input type="checkbox"/>	Exterior Lighting	\$
<input type="checkbox"/>	Finish Work	\$
<input type="checkbox"/>	Floor/Ceiling/Wall Repair	\$
<input type="checkbox"/>	Installation of Permanent Fixtures	\$
<input type="checkbox"/>	Mechanical Systems Upgraded/Retrofitted	\$
<input type="checkbox"/>	Painting	\$
<input type="checkbox"/>	Preservation of Architectural Elements	\$
<input type="checkbox"/>	Signage (Other Than Blade Sign)	\$
<input checked="" type="checkbox"/>	Window/Door Repair	\$
<input checked="" type="checkbox"/>	OTHER (PLEASE SPECIFY) awning	\$
Total Estimated Cost		\$ 2400
Grant Amount Requested		\$ 1200

ADDITIONAL PROGRAM REQUIREMENTS

ACQUISITION ASSISTANCE GRANT

No additional information needed

BLADE SIGN

Provide building permit application and sidewalk construction permit if applicable

CONSULTANT ASSISTANCE GRANT

Design Size Area: _____sf

Include a copy of the designer's business card

FAÇADE GRANT

Façade to be improved: Front Side Rear

Include images of the current and proposed façade.

will send to Josh via email

COMMERCIAL INTERIOR GRANT

Expansion of Existing retail Remodeling of Existing Retail

Include images or description of proposed improvements.

UPPER STORY RENOVATION GRANT

_____ Number of Apartments to be Created

_____ Number of Apartments to be Renovated

ALL APPLICATIONS

Include a W-9 – Request for taxpayer Identification and Certification

STATEMENT OF UNDERSTANDING

As the applicant, I agree to comply with the guidelines and procedures of the Downtown Incentive Program and the conceptual design and outline specifications as agreed by myself and the committee. I understand I must provide copies of all proposed materials and design drawings for the estimated scope of work, and upon completion of the approved improvements, a copy of the contractor's waiver of lien for evidence of payment. I also understand the committee reserves the right to request additional information.

Courtney Dickson
Applicant Signature

8/10/22
Date

I certify that I, as the owner of this property, do authorize the applicant to apply for the Downtown Incentive Program and undertake the approved improvements.

Courtney Dickson
Owner Signature (if other than applicant)

8/10/22
Date

Total Estimated Cost \$ 2400
Grant Amount Requested \$ 2400

Return application to City Hall, 201 East Pleasant Street, Maquoketa. A Downtown Incentive Committee meeting will be scheduled to review your application.

OFFICE USE ONLY BELOW

Grant Amount Awarded \$ _____

Chairperson, Downtown Incentives Committee _____ Date _____

City Manager, City of Maquoketa _____ Date _____

Reimbursement \$ _____

Finance Clerk, approved for reimbursement _____ Date _____

BRIAN MARTIN MASONRY, INC.
 28150 225TH STREET
 LeClaire, Iowa 52753

563-289-3974
 cell 563-505-7800

Proposal To: Courtney Hickson	Phone: Courtney.hickson@outlook.com	Date 8/30/2022
Street:	Job Name: Courtney's Building	
City, State, Zip:	Job Location: 116 W. Platt St. Maquoketa, IA	

Bid to grind out and tuck point approximately 5 ft down from the top, on front of building. Grind out two 2nd floor window sills and tuck point. Tuck point where canopy is removed.

Not included in bid: Dumpster, Demolition, Caulking, Re-rod..

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: **\$ 2,400.00**

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

Authorized Signature:
 PAYMENTS TO BE MADE EACH 30 DAYS AS WORK PROGRESSES TO THE VALUE OF WORK COMPLETED LESS RETAINAGE AS SPECIFIED IN CONTRACT. THE ENTIRE AMOUNT OF CONTRACT TO BE PAID WITHIN 30 DAYS AFTER COMPLETION.

ACCEPTANCE OF PROPOSAL – The above prices, Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made As outline above.
 Date of Acceptance: _____

Signature: _____
 Signature: _____

Beacon™ Jackson County, IA

Summary

Parcel ID 145172428602000
Alternate ID
Property Address 116 W Platt St
 Maquoketa
Sec/Twp/Rng 24-84-2
Brief Legal Description O.P. LOT 19 & W20' OF E40' EX N6' OF LOT
 20 BLK 25
 (Note: Not to be used on legal documents)
Document(s) DED: 20-4142- (2020-10-02)
Gross Acres 0.00
Exempt Acres N/A
Net Acres 0.00
CSR N/A
Class C - Commercial
 (Note: This is for tax purposes only. Not to
 be used for zoning.)
Tax District MAQUOKETA CITY UNIFIED URBAN R
 ENEWAL PROJECT
School District MAQUOKETA SCH



Owners

Primary Owner
 (Deed Holder)
Rees, Timothy E
604 W Platt St
 Maquoketa, IA 52060-2118

Secondary Owner

Mailing Address

Land

Lot Dimensions Regular Lot: 20.00 x 93.00
Lot Area 0.04 Acres; 1,860 SF

Commercial Buildings

Type	Base Area	Year Built
Bars and Lounges	1360	1951

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/2/2022	REES, TIMOTHY E.	HICKSON, COURTNEY P. & JOHNSON, COLIN D. (JT)	22-2918	Normal	Deed		\$62,000.00
10/2/2020	THE BRICK TAP, LLC	REES, TIMOTHY E.	20-4142	Normal	Deed		\$47,500.00
7/3/2012	WELLS FARGO BANK, NATIONAL ASSOCIATION	THE BRICK TAP, LLC	2012-2745	Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	Spec Warranty Deed		\$20,500.00
6/22/2011	KETTMANN, RUSS, SHERIFF OF JACKSON COUNTY, IOWA	WELLS FARGO BANK, NATIONAL ASSOCIATION	2011-2450	Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	Sheriff's Deed		\$32,175.00
7/20/2010	KINDSFATHER, SHERRY M. (HICKS)	HICKS, RANDALL W.	2010-2853	Quit Claim Deed	Quit Claim Deed		\$0.00
12/9/2003	BOWLING, JUDY E.	HICKS, RANDALL W. & SHERRY M. (JT)	2003-6876	Normal	Deed		\$65,330.00

Valuation

	2022	2021	2020	2019	2018
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Land	\$7,300	\$7,300	\$7,300	\$7,300	\$7,300
+ Building	\$35,600	\$35,600	\$35,600	\$35,600	\$35,600
= Total Assessed Value	\$42,900	\$42,900	\$42,900	\$42,900	\$42,900

Taxation

	2021	2020	2019	2018
Classification	Commercial	Commercial	Commercial	Commercial
+ Taxable Land Value	\$6,570	\$6,570	\$6,570	\$6,570
+ Taxable Building Value	\$32,040	\$32,040	\$32,040	\$32,040
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$38,610	\$38,610	\$38,610	\$38,610
- Military Exemption	\$0	\$0	\$0	\$0
= Net Taxable Value	\$38,610	\$38,610	\$38,610	\$38,610
x Levy Rate (per \$1000 of value)	34.56850	34.45597	34.45447	33.92229
= Gross Taxes Due	\$1,334.69	\$1,330.35	\$1,330.29	\$1,309.74
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	(\$516.24)	(\$481.43)

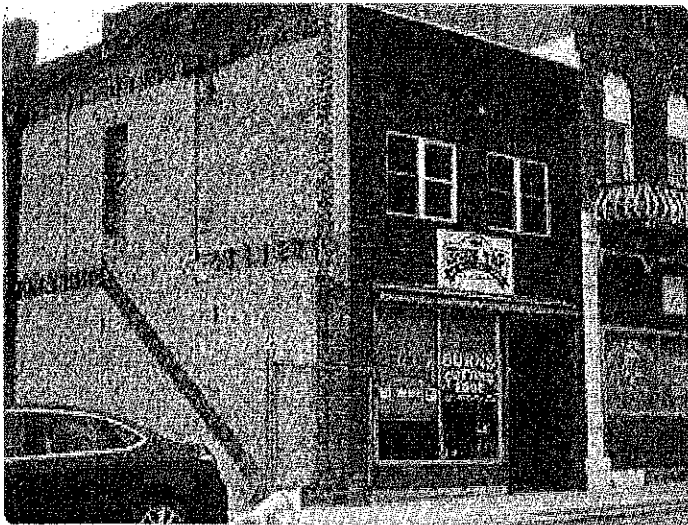
- Prepaid Tax	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$1,334.00	\$1,330.00	\$814.00	\$828.00

Tax History

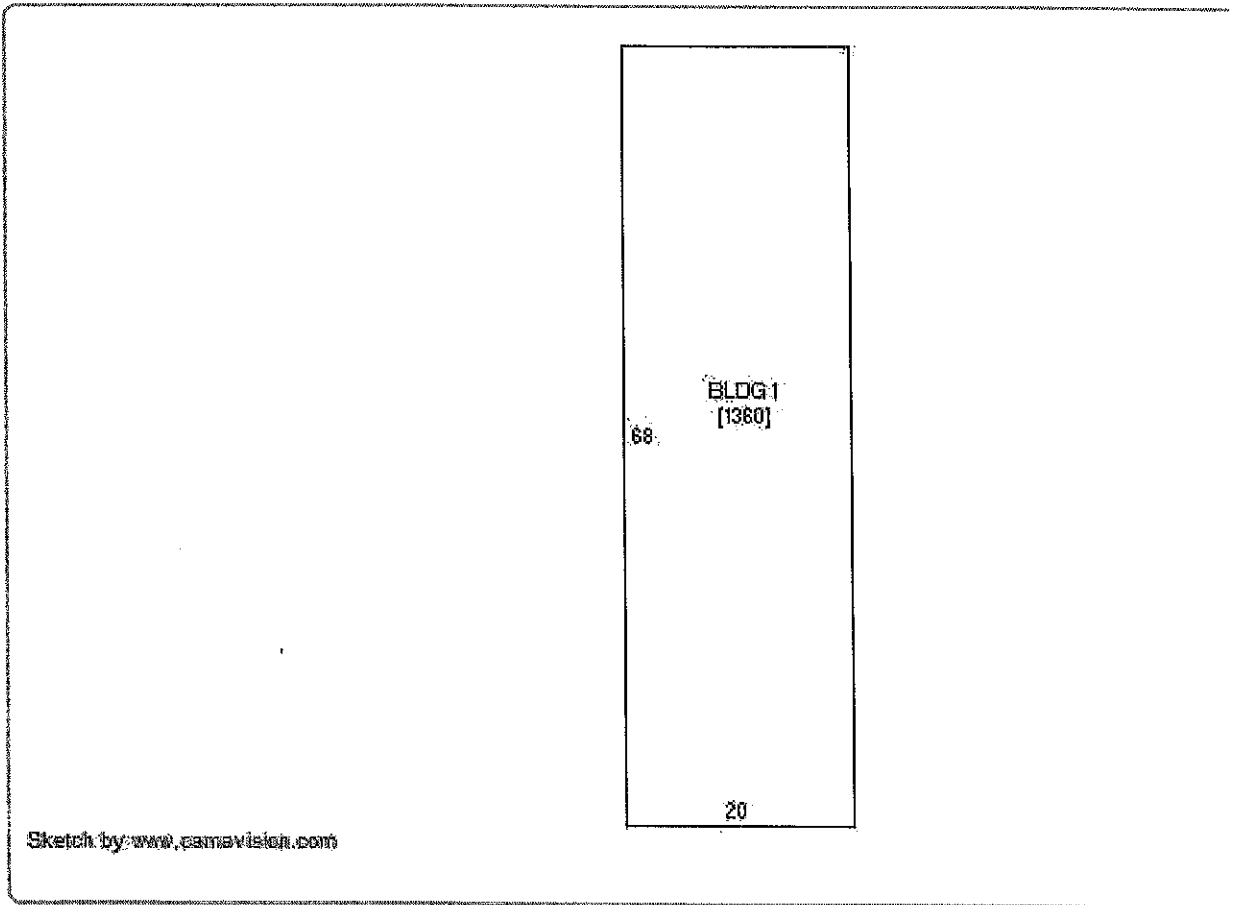
Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	\$667	No		22197
	September 2022	\$667	No		
2020	March 2022	\$665	Yes	2022-05-01	22196
	September 2021	\$665	Yes	2021-10-24	
2019	March 2021	\$407	Yes	2021-05-04	22204
	September 2020	\$407	Yes	2020-09-25	
2018	March 2020	\$414	Yes	2020-03-20	22182
	September 2019	\$414	Yes	2019-09-30	
2017	March 2019	\$458	Yes	2019-03-29	22151
	September 2018	\$458	Yes	2018-09-26	
2016	March 2018	\$417	Yes	2018-03-27	22054
	September 2017	\$417	Yes	2017-09-25	
2015	March 2017	\$402	Yes	2017-03-30	22072
	September 2016	\$402	Yes	2016-09-13	

Photos





Sketches



No data available for the following modules: Residential Dwellings, Agricultural Buildings, Yard Extras, Special Assessments Report.

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[GDPR Privacy Notice](#)

[Last Data Upload: 8/31/2022, 6:23:47 AM](#)

Version 2.3.216



RESOLUTION NO. 2022-_____

RESOLUTION BETWEEN THE CITY OF MAQUOKETA AND JACKSON COUNTY CONSERVATION BOARD PLEDGING LOCAL MATCH THROUGH DESTINATION IOWA GRANT FUNDS, FRIENDS OF JACKSON COUNTY CONSERVATION TRAIL FUND AND REAP FUNDS FOR THE PURPOSE OF MAKING A DUAL APPLICATION TO THE FEDERAL RECREATIONAL TRAILS PROGRAM AND PROVIDING FOR A MAINTENANCE AGREEMENT UPON COMPLETION OF THE PROJECT

WHEREAS, the City of Maquoketa and Jackson County Conservation Board are interested in a Federal Recreational Trails Program Grant; and,

WHEREAS, the total proposed FRT grant application will be \$561,755.15 with the 20% local share of this as \$112,351.03.

WHEREAS, local match could be made through Destination Iowa Grant funds, Friends of Jackson County Conservation Trail Funds and REAP Funds for purpose of making the dual application; and,

NOW, THEREFORE, Be It Resolved, the City Council of the City of Maquoketa does hereby approve agreement between the City of Maquoketa and Jackson County Conservation Board pledging local match through Destination Iowa Grant Funds, Friends of Jackson County Conservation Trail Fund and REAP funds for the purpose of making a dual application to the Federal Recreational Trails Program and providing for a maintenance agreement upon completion of the project.

PASSED AND APPROVED this 19th day of September, 2022.

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

CERTIFICATION

I, Joshua Boldt, City Manager, do hereby certify the above is a true and correct copy of Resolution No. 2022-_____ which was passed by the Maquoketa City Council this 19th day of September, 2022.

Joshua Boldt, City Manager

RESOLUTION NO. 2022-_____

RESOLUTION WAIVING REQUEST FOR QUALIFICATIONS AND AUTHORIZING AN EXCLUSIVE LISTING AGREEMENT WITH HUBBELL COMMERCIAL BROKERS

WHEREAS, the City of Maquoketa has 59.12 acres of City owned property and 4.62 acres of MIDAS owned property in the Industrial Park; and,

WHEREAS, the City is interested in employing a pro-active real estate broker to market the Industrial Park property; and,

WHEREAS, upon surveying other communities and Iowa Economic Development Authority, it was found that Hubbell Commercial Brokers are a premier listing partner for cities; and,

WHEREAS, the City Manager has recommended Council authorize an exclusive listing agreement with Hubbell Commercial Brokers.

NOW, THEREFORE, Be It Resolved, the City Council of the City of Maquoketa does hereby authorize an exclusive listing agreement with Hubbell Commercial Brokers for property in the City's Industrial Park.

PASSED AND APPROVED this 19th day of September, 2022.

Tom Messerli, Mayor

ATTEST:

Joshua Boldt, City Manager

CERTIFICATION

I, Joshua Boldt, City Manager, do hereby certify the above is a true and correct copy of Resolution No. 2022-_____ which was passed by the Maquoketa City Council this 19th day of September, 2022.

Joshua Boldt, City Manager

Real Estate Services Proposal

Hwy 61 Industrial Park

PREPARED FOR

JACKSON COUNTY ECONOMIC
ALLIANCE



MAQUOKETA, IOWA

CBRE Hubbell
Commercial
PART OF THE AFFILIATE NETWORK

September 13, 2022

Jackson County Economic Alliance
Attn: Kelley Brown
119 South Main Street, Suite 5
Maquoketa, IA 52060

RE: Real Estate Services Proposal for Jackson County Economic Alliance

Dear Ms. Brown:

CBRE|Hubbell Commercial (CBRE|HC) is pleased to present Jackson County Economic Alliance this proposal to provide commercial real estate brokerage services. CBRE|HC has capabilities of providing a wide array of services to our clients, including:

- Current Situation Analysis
- Financial Analysis for Relocation Projects
- Broker Opinions of Value
- Comparative Cost Analysis
- Market Research and Surveys
- Property Analysis
- Lease and Sale Negotiations
- Economic Development Consulting

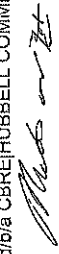
Our team has worked to develop the service delivery solution as described herein. We will leverage the scope, scale and reach to achieve collective successes that hopefully meet and exceed your objectives and expectations.

CBRE|HC's goal is to ensure expenditures are minimized, occupancy standards are met and the Jackson County Economic Alliance's best interests are invariably represented. CBRE|HC has a proven track record of providing clients with strategic guidance, including effective tenant representation across many platforms.

Thank you for your consideration. We are eager and ready to execute a plan that satisfies the Mason Asset Management's needs.

Sincerely,

HUBBELL COMMERCIAL BROKERS, LC.
d/b/a CBRE|HUBBELL COMMERCIAL



Mike Macri III, CCIM, MRED
Vice President



Laura Peters, PLA, MRED
Sales Associate

**TABLE
OF**

Contents

1	Company Overview A. Company History B. Organizational Chart C. Company Ownership Information D. CBRE Affiliation	2	Property Analysis	3	Seller Representation Process	4	Compensation
5	Team Members A. General Description B. Relevant Experience C. Team Bios D. Broker/Salesperson Licenses	6	Experience A. Relevant projects B. References				

Company Overview

Execution Team

Hubbell's commercial brokerage division offers services to individuals and corporations. Our brokers have the most up-to-date statistics and analysis on space availability, market trends and lease rates. We are capable of handling the most complex transactions in all areas of commercial real estate. Our brokers' high ethical standards and professionalism have won CBRE|Hubbell associates the respect and preference of individual and corporate clients nationwide who recognize there is no substitute for the best.

CBRE|Hubbell Commercial assists clients with the following services:

- Acquisition, disposition and leasing of existing properties
- Acquisition of major parcels of land
- Specialized services in office, retail, industrial and investment property sales and leasing, locally and nationally
- Identification of available land sites Guidance on property tax rate

Executive Leaders

Leaders



Rick Tollakson
Hubbell Realty
Company
President & CEO



Bill Wright
CBRE|Hubbell
Commercial
Senior Vice President &
Managing Director



Mike Macri III, CCIM,
MRED
CBRE|Hubbell Commercial
Vice President



Laura Peters, PLA, MRED
CBRE|Hubbell Commercial
Sales Associate

Team Leaders

Marketing Support

Lauren Miller Brown
CBRE|Hubbell Commercial
Senior Marketing Specialist

Suzanne Muntz
CBRE|Hubbell Commercial
Marketing Specialist

Tony Leshen
CBRE|Hubbell Commercial
Property Research Analyst

Research Support

Hubbell Realty Company

Since the 1850s, Hubbell Realty Company has been a catalyst for growth in Des Moines. It began in 1855 when 16-year-old Frederick M. Hubbell arrived in Fort Des Moines with nothing but drive and determination. His vision led him into many different business ventures, including organizing Des Moines' first streetcar company, forming Equitable Life Insurance Company of Iowa, investing in railroads, purchasing and developing properties, and forming the Des Moines Water Company. All were enterprises that enhanced the growth and quality of life of his adopted hometown.

Since that time, the Hubbell name has become synonymous with community advocacy and real estate in central Iowa. Incorporated in 1903, Hubbell Realty Company is the real estate leader in Des Moines, providing a full range of services including commercial construction, development services, property management, brokerage and home building.

Hubbell in the Community

Since its founding in 1856, Hubbell Realty Company has played important roles in both Des Moines' business circles and the community at large. Its commitment to strengthening the community is part of Hubbell's mission statement. This commitment is expressed through taking leadership roles in a number of local organizations and charitable giving to more than five dozen local nonprofit groups every year.

Hubbell Realty Company's philanthropic efforts have touched many thousands of lives in its 161-year history. Its giving has driven human services, economic development, culture and beautification projects, and programs of all scales to make the world, and specifically central Iowa, a better place.

Six Ways CBRE Capital Markets Maximizes

1

Specialized Advisors

Navigating extraordinary disruption to futureproof investment strategies

2

Connected Global Scale

Linking clients to capital and opportunity in every market across the globe

3

Access to Global Capital

Offering undisputed leadership in commanding global capital

4

Powerful Insights

Accelerating performance with executable insights into industries, economies, market sectors and occupiers

5

Innovative Technology

Providing access to global inventory and meaningful, actionable data

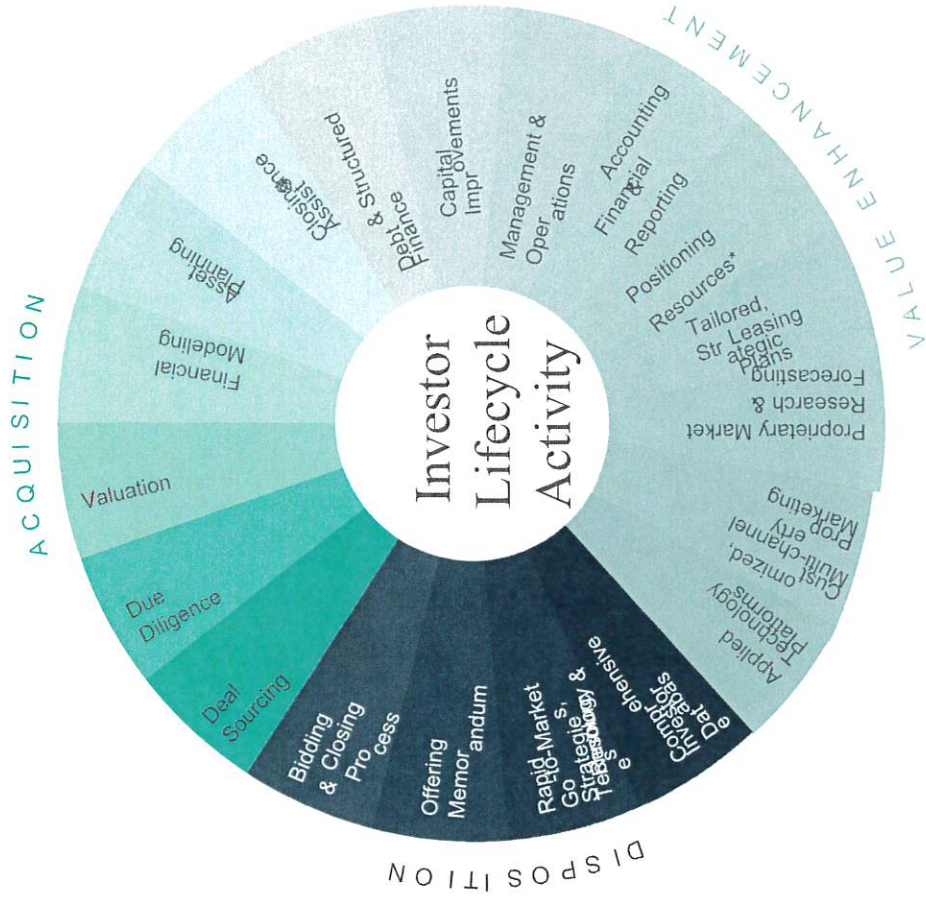
6

Integrated Investor Platform

Unlocking the power and potential of real estate across its entire lifecycle

CBRE's Integrated Investor Platform

CBRE offers a complete spectrum of integrated services for investors, unlocking the power and potential of real estate across its entire lifecycle. Our capabilities extend broader and deeper than any other real estate services provider, offering unparalleled tools and resources, leverage, credibility, market coverage and local expertise.



CBRE Corporate Overview

CBRE Group, Inc. (NYSE:CBRE) is the world's largest commercial real estate services and investment firm, with the #1 global market position in leasing, property sales, property management, occupier outsourcing and valuation. Additionally, our development business (Trammell Crow Company) is the largest in the U.S. and we operate one of the largest investment management businesses (CBRE Investment Management) globally. CBRE holds a 60% ownership interest in Turner & Townsend Holdings Limited, a global professional services company specializing in program management, project management, and cost consulting across the commercial real estate, infrastructure and natural resources sectors. We are the largest shareholder in Industrious, a provider of premium flexible workplace solutions, and we are a financial sponsor of and strategic partner with Altus Power, Inc. (NYSE:AMPS), a leading provider of solar energy solutions for commercial and industrial properties.

Worldwide Business Activity

2021

500+

OFFICES

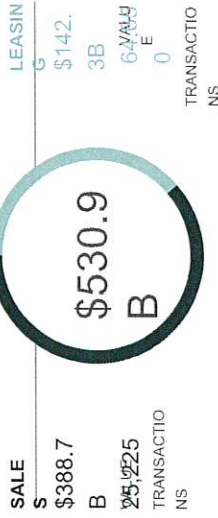
105,000+

EMPLOYEES*

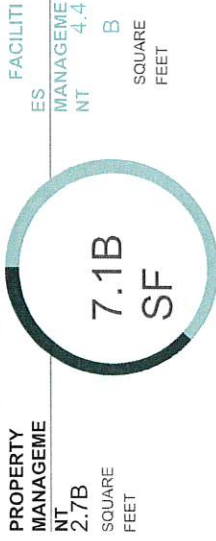
100+

COUNTRIES

Total Transaction Value



Management Portfolio



\$89.1B

LOAN ORIGINATIONS

\$329.7B

LOAN SERVICING

\$141.9B

INVESTMENT ASSETS UNDER MANAGEMENT

\$18.5B

DEVELOPMENT IN PROCESS

564,900

VALUATION & ADVISORY ASSIGNMENTS

\$133.0B

PROJECT MANAGEMENT CONTRACT VALUE

*Excluding Turner & Townsend employees

Global Recognition

Ranked #122 on the Fortune
500
list in 2022; ranked since
2008

Fortune 500

Named a top
company for diversity
and women

Forbes

Named World's Most Admired
Real Estate Company 12
years in a row

Fortune

Voted the industry's top real estate
brand by Lipsey for 21 consecutive
years

Lipsey

Among top few outsourcing
service providers for 16
consecutive years

IAOP

Recognized #11 sustainable
company

Barron's

Recognized as a World's Most
Ethical Company by the
Ethisphere Institute nine years in
a row

**Ethisphere
re
Institute**

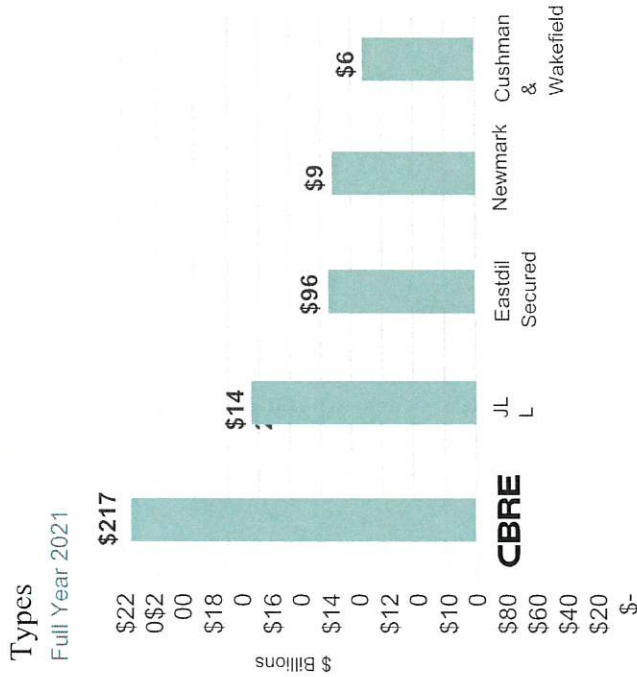
Included in Dow Jones
Sustainability Indices; World Index
for third consecutive year; North
America Index eight years in a
row

DJSI

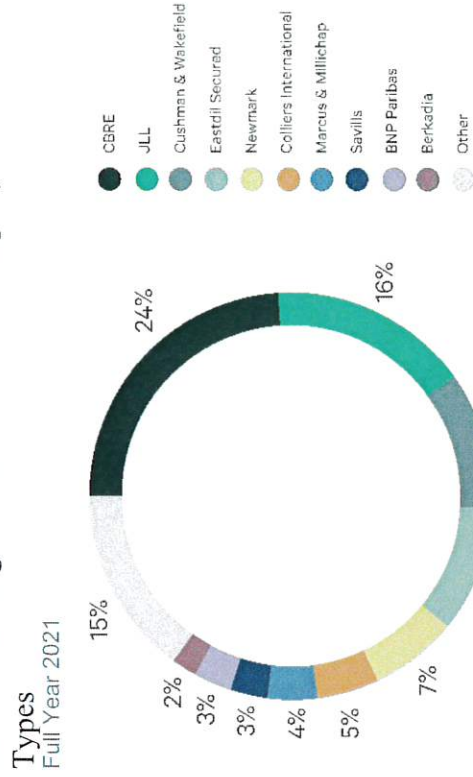


CBRE Corporate Overview

Global Brokerage Rankings—All Property



Global Brokerage Market Share—All Property



Source: Real Capital Analytics. *Closed properties only, based on seller's broker, excludes entity level transactions. Based on independent reports of properties and portfolios \$10 million and greater.

2

Property Analysis

Property Analysis



Strengths

- Easily accessible from Hwy 61
- Within easy daily trucking distance to the major manufacturing corridors in Eastern Iowa and Western Illinois
- Large site accommodating multiple uses/development opportunities
- Within the City's industrial park and associated zoning and codes
- proximity to small to mid-sized communities to pull from for employment.
- Amenable community and municipal government to development of the site
- Existing infrastructure and roadways
- Comparatively low cost of land acquisition and consequently cost of total development
- Prepared site without "Certified" Designation.

Challenges

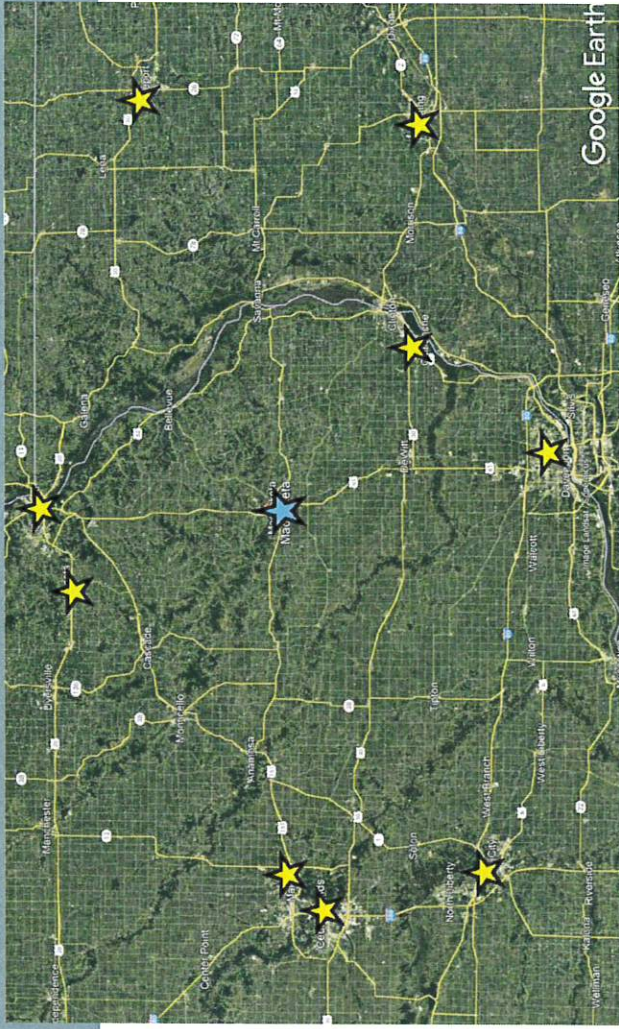
- Limited manufacturing base in the immediate area (within 10 miles).
- High existing employment in the area.
- Limited existing business requiring expansion in the immediate area

Opportunities

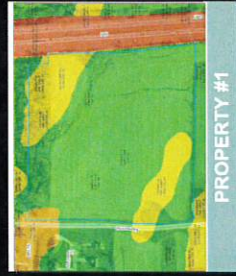
- Distribution location within one day truck drive of more major markets than the Des Moines Metro area.
- Ability to offer a lower cost development alternative to neighboring larger markets

The Hwy 61 Industrial Park (also known as the "Maquoketa Industrial Park") consists of several existing developed properties and 60 acres +/- remaining for development. The Industrial Park is well situated between several key manufacturing communities and corridors in Eastern Iowa. The proximity to Dubuque, Quad Cities, Waterloo, Peosta, Cedar Rapids, Clinton and versus addition smaller manufacturing hubs in Eastern Iowa and Western Illinois. While the proximity does not put the site at the heart of any one manufacturing/warehouse hub, it does permit the site and area to be utilized and tertiary location for a wider variety of users and operators given the tertiary proximity to so many location.

Due to the macroeconomic factors in the industrial warehouse and manufacturing industry, expanded demand and development of warehousing of raw materials and finished products is a trend that is projected to be ongoing for the foreseeable future. Further, cost of construction and development will continue to rise and materials needed for construction (steel beam, door frames, dock levelers, etc.) are in high demand. The Hwy 61 Industrial Development offers manufacturers, their suppliers and warehouse/wholesales a distinct advantage of development needed product in the region in a highly efficient, low cost location that permits suppliers to service several manufactures or several plants for the same manufacturer from one distribution site.



Sold Comparable Sites



PROPERTY #1

2865 Edgewood Road Rd
Hiawatha, IA 52233

Oct 18, 2021

\$1,200,000

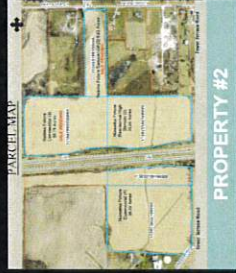
\$28,262

LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND



PROPERTY #2

1 Edgewood Rd
Hiawatha, IA 52233

Dec 1, 2021

\$1,467,200

\$40,000

LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND



PROPERTY #3

3 Edgewood Road
Hiawatha, IA 52233

Oct 15, 2021

\$555,145

\$27,293

LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND



PROPERTY #4

4607 E 53rd St
Davenport, IA 52807

Sep 8, 2021

\$1,350,000

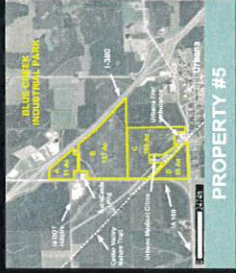
\$35,592

LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND



PROPERTY #5

US Highway 150
Urbana, IA 52345

Sep 11, 2020

Not Disclosed

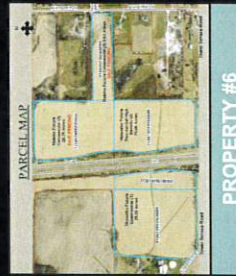
Not Disclosed

LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND



PROPERTY #6

Center Point Rd 3
Robins, IA 52233

Jul 23, 2020

\$878,000

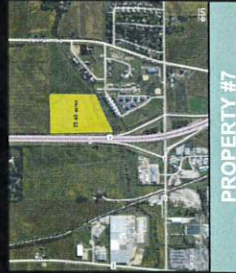
\$25,014

LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND



PROPERTY #7

HWY 61 & Blackhawk Trail Rd
Elkridge, IA 52748

Dec 21, 2018

\$312,600

\$12,182

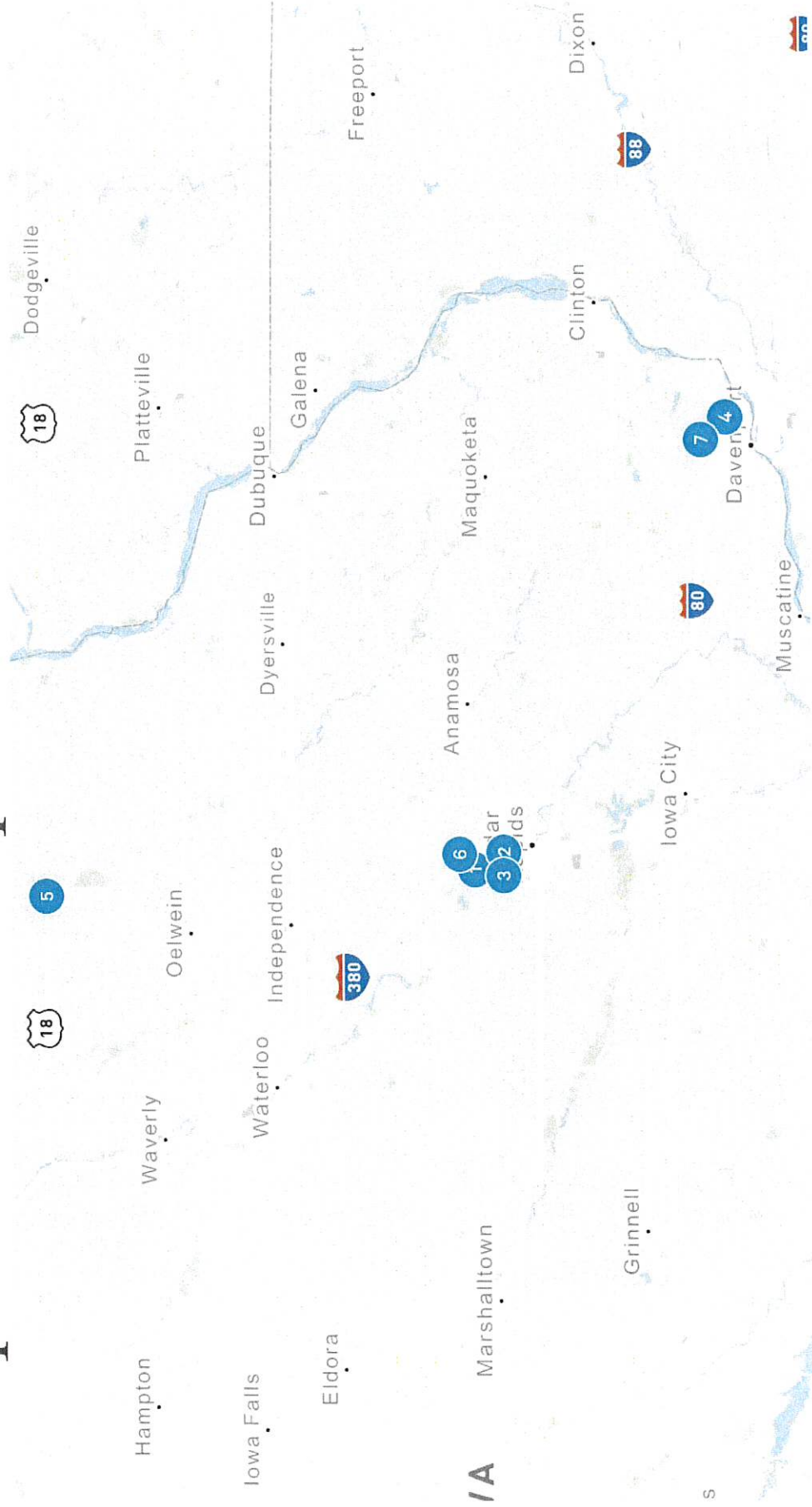
LOCATION

SALE DATE

SALE PRICE

PRICE/AC LAND

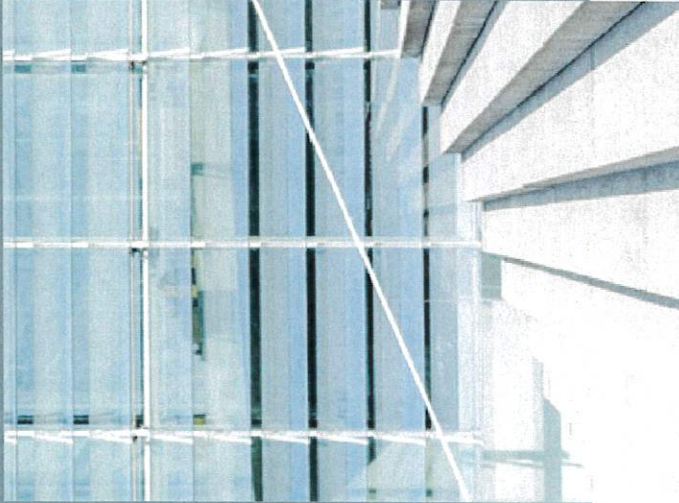
Comparable Site Map



Valuation Summary

The Hwy 61 Industrial Development offers manufacturers, their suppliers and warehouse/wholesales a distinct advantage of development needed product in the region in a highly efficient, low cost location that permits suppliers to service several manufacturers or several plants for the same manufacturer from one distribution site. Based on our analysis of the marketplace and comparable sale for similar condition industrial land sales in the region. We feel the listing price can be raised to \$25,000 per acre from its current levels. The lack of exposure nationally with the current marketing will not preclude Buyers from the property as they simply have not been exposed to the site previously. Further, we expect greater value to the region and community from the jobs base created by future development and increased tax basis and increased population than the singular land sale transaction will provide.

	STRONG PRICE SUPPORT	COMPETITIVE OFFERS	Suggested Listing
PURCHASE PRICE	\$25,000 per Acre	\$20,000- 35,000 per Acre	\$25,000 Per Acre
PRICE PSF	\$.5739/SF	\$.5739/SF - \$.8035/SF	\$.5739/sf
Est. Additional Cost of Land Development	\$50,000/ Acre	\$50,000/ Acre	N/A
Est. Cost of New Construction Excluding Land	\$110.00/SF of Space	\$80.00/SF -\$135.00/SF	N/A



Key Value Drivers



Low Cost, Highly Efficient Site



AVAILABILITY AND ACCESS TO MANUFACTURERS



SUPPLY/ DEMAND FOR LOGISTICS SPACE



PRIVATE 1031/ CAPITAL



RRREVERSION AWAY FROM JUST IN TIME INVENTORY

Seller Representation Process

Marketing Process

MAXIMIZE VISIBILITY. INFLUENCE PERCEPTION. DRIVE ACTION.

When you partner with CBRE, you unlock the industry's leading marketing platform. Our team will deliver a tailored marketing strategy specific to your goals, develop a highly polished collection of materials, and apply tactics and technologies that will communicate the unique value of this

opportunity.

Phase 1

PRE-MARKETING

This team provides unparalleled underwriting support to every transaction. In addition to team members' decades of underwriting experience, our proprietary database contains rent, occupancy and sale information that can be sorted and manipulated in a myriad of ways to empirically support values to investors, lenders and appraisers.

Phase 2

MARKETING

CBRE delivers an informed perspective, an understanding of leading-edge practices across markets and an unmatched ability to leverage the most effective tools and technologies for your property. The result is an appealing, highly polished collection of marketing collateral that sets the stage for the offering.

After we create the necessary materials to launch a multi-channel marketing campaign, we set the streamlined process in motion with Deal Flow, CBRE's proprietary investment listing platform, in order to create a competitive environment. This phase in the process includes:

- Listing exposed internally to more than 500 CBRE investment sales professionals around the country
- Email blasts through Deal Flow and/or mailed announcement flyer
- Accepting inquiries and answering questions from prospective buyers
- Actively courting qualified investors and sharing access to virtual deal room
- Conducting buyer site tours in person and/or virtually
- Soliciting first round of offers

Phase 3

BIDS & BUYER SELECTION

Our team will implement a fair, confidential negotiation process which includes:

- Evaluating offers with our client
- Sending out "best and final" letters to the top buyer prospects along with due diligence materials
- Receiving best and final bids
- Conducting buyer interviews
- Buyer selection
- Executing agreements necessary to contract sale
- Opening escrow upon delivery of contract and deposit

Phase 4

CLOSING

This final phase is detail heavy and relies on the strength of our platform, initial due diligence and experience. During the closing process, we will:

- Facilitate the buyer's due diligence, including review of title and survey, zoning, physical inspection and market reviews
- Facilitate buyer's conventional financing requirements
- Address any issues necessary for closing
- Close escrow
- Successfully transition to new ownership

Marketing Tools

When you partner with CBRE, you unlock the industry's leading marketing platform. Our team will deliver a tailored marketing strategy specific to your goals, develop a highly polished collection of materials and apply tactics and technologies that will communicate the unique value of Hwy 61 Industrial Park.

Powered by CBRE Deal Flow

CBRE Deal Flow is CBRE's listing platform for all investment sales. This digital, all-in-one marketplace streamlines the entire disposition process, with full-coverage tracking, a secure virtual deal room and sophisticated reporting. Deal Flow enables a highly customized property marketing package complete with website, email marketing, and virtual deal room, with exposure to **1.1M+ investors globally and 150,000+ site visits per month.**



Marketing Approach

Leveraging the latest tools and technologies, we will deploy a comprehensive marketing effort to broad the investor pool. The entire process is streamlined through Deal Flow, CBRE's proprietary digital marketplace with a growing database of more than 1.1M+ global investors, which allows us to swiftly connect qualified investors to the opportunity. This strategy will command the attention of the greatest amount of potential buyers, creating a highly competitive bidding process and ensuring no stone is left unturned to achieve maximum value and certainty of close.

Craft an Irresistible Story

CBRE has identified several themes that will garner the full attention of acquisition committees throughout the real estate community. The team will demonstrate the stability of income and the value-enhancement opportunities.



Lead the Story

CBRE will create and maintain a "buzz" about the offering, starting with direct outreach to targeted investors followed by an email blast. We then mail a marketing piece highlighting the asset's characteristics and rarity factor followed by more in-person follow-up.



Master the Details

One of our team's hallmarks is the ability to make assets "easy to buy" and "easy to compete for" by furnishing all the supporting schedules and information that allow buyers to reach to the upper end of pricing and terms. This includes: comps of similar deals trading nationally, occupancy cost studies, void analyses, percentage rent schedules, sub-market drivers, statistics and rent comparables.

Push the Market

Our team strategically times offering milestones with a "slow-fast" tempo that provides adequate time for investors to tour and underwrite the property but accelerates during the bidding process as initial offers are due. This posture maximizes competitive pressures and supports a timely and efficient closing process.

Compensation

Compensation

BROKERAGE SERVICES

CBRE|Hubbell Commercial agrees to be compensated through a commission-based fee structure for the successful representation of Jackson County Economic Alliance in a new sales transaction and disposition of owned and represented properties. The following outlines the proposed fee structures:

DISPOSITION TRANSACTION

- 6% for lot sales under 10 acres
- 5% for lot sales over 10 acres

Team Members

Qualifications and Staffing

Mike Macri III, CCIM, MRED

Mike Macri III has served clients as a commercial real estate broker and owner/developer representative for over 20 years. Mike brings his well-built reputation for creative and critical thinking and ability to solve complex problems to each development project and real estate transaction. He is responsible for nearly two million square feet of development projects and property leases throughout Iowa on behalf of various landlords and developers. In addition, Mike has built a working relationship with a multitude of investors, tenants, government agencies and developers nationwide with employees locally and globally. Mike has served as Consultant for Economic Development for the City of Pleasant Hill, Iowa; City of DeSoto, Iowa and Mills County Economic Development. Mike has also served as the Director of Real Estate for Myriad Advisor Solutions and currently serves as the Director of Real Estate for Business Transition Solutions for both the state and national site selections. Mike did his undergraduate work at the University of Iowa with a BA in Finance focusing on financial derivatives and a certificate in Entrepreneurship. Mike also completed his Master's in Real Estate Development from Iowa State University. Mike is a past President of the Iowa CCIM Chapter and will be an Adjunct Professor of Real Estate at Iowa State University starting in the Fall 2022 semester.

Laura Peters, PLA, MRED

Laura Peters brings nearly 25 years of unique experience to CBRE | Hubbell Commercial. Laura is a recent graduate of Iowa State University with a Master of Real Estate Development. Prior to joining the CBRE team, Laura worked for seven years as a Planner for the City of Des Moines in the Development Services Department. She also served as the Executive Director of the 6th Avenue Corridor – a nonprofit organization actively working to revitalize an economically-challenged neighborhood north of downtown Des Moines. Laura is also a licensed landscape architect and has over ten years of experience working in private sector architectural firms where she directed projects through the master planning, design, and construction phases. Laura has a wealth of knowledge regarding site selection, master planning, design development, construction, and city entitlement processes. Laura's goal at CBRE | Hubbell Commercial is to help clients establish a clear vision for their development projects and assist in navigating complex city regulations.

Mike Macri III, CCIM, MRED

VICE PRESIDENT, DES
MOINES



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M +1 515 229 2313
mike.macri@cbre-hubbell.com

Professional Background

Mike Macri, III graduated from the University of Iowa's Tippie College of Business in 2002 and quickly moved to become a top producing agent within the Iowa Market. Mike recently joined CBRE | Hubbell Commercial bringing his well-built reputation for creative and critical thinking that exemplifies his professionalism and ability to solve complex problems. He is responsible for nearly 2.0 million SF of development projects and properties in Iowa and the Des Moines metropolitan area on behalf of various Landlords and developers. Mike has served as the Director of Real Estate for Business Transition Solutions and has served as Consultant for Economic Development for the City of Pleasant Hill Iowa, City of DeSoto Iowa & Mills County Economic Development. In addition, Mike has built a working relationship with a multitude of investors, tenants, government agencies and developers nationwide with employees locally and globally. Mike currently serves as the Director of Real Estate for Business Transition Solutions for both the State and National site selections along with consulting for numerous Developers and Investors.

- Mike provides a well-rounded knowledge base with experience in:
- Complex Lease Negotiations
 - Site Analysis and Selection
 - Development, Build-to-Suits and Tenant Improvement Ventures
 - Tenant/Buyer Representation
 - Project Feasibility Studies
 - Landlord/Seller Representation
 - 1031 Exchanges
 - Economic Development Consultation Services

His excellent track record of growth and turning adversity into opportunity, combined with a strong work ethic and ability to think on his feet, makes him an asset on any client's team.

Recognitions / Community Involvement

- 40 under 40 Class of 2008
- 2nd Leukemia & Lymphoma Society Men of the Year – 2015
- Leukemia & Lymphoma Society All Star of the Year – 2019
- Iowa CCIM President – 2020

Clients Represented

- American Family Insurance
- Aspen Equipment
- BF Fasteners
- Business Transition Solutions
- Capstone Search Group
- Daiohs USA, Inc
- Denso North America
- Gershman Mortgage
- Fligg Land & Cattle, LLC
- Group Benefits Limited
- Gulf Side Investments, LLC
- Hawkeye Hotels, LLC
- Hubbell Realty Company
- Ingram Entertainment
- JAKS Properties, LLC
- Kubica, Inc
- L&L Insulation
- Picoa, Inc.
- Hollander Bedding Products
- Material Control Systems
- Crown Cork & Seal
- Love's Travel Plaza
- KCNG
- Kubica Corp.
- Community Health Trust
- Pratt Real Estate Group
- Lion Development
- Interstate Power Systems
- Ottumwa Partners in Progress

Laura Peters, MRED

SALES ASSOCIATE, DES
MOINES



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M +1 515 490 2784
laura.peters@cbre-hubbell.co
m

Professional Background

Laura Peters brings nearly 25 years of unique experience to CBRE | Hubbell Commercial. Laura is a recent graduate of Iowa State University with a Master of Real Estate Development. Prior to joining the CBRE team, Laura worked for seven years as a Planner for the City of Des Moines in the Development Services Department. She also served as the Executive Director of the 6th Avenue Corridor – a nonprofit organization actively working to revitalize an economically-challenged neighborhood north of downtown Des Moines. Laura is also a licensed landscape architect and has over ten years of experience working in private sector architectural firms where she directed projects through the master planning, design, and construction phases. Laura has a wealth of knowledge regarding site selection, master planning, design development, construction, and city entitlement processes. Laura's goal at CBRE | Hubbell Commercial is to help clients establish a clear vision for their development projects and assist in navigating complex city regulations.

Laura joins CBRE | Hubbell Commercial as a member of the Macri/Peters team. Mike Macri III has 20 years of experience and is a top-producing agent in the Iowa market. Together, Mike and Laura provide a comprehensive package of services to guide their clients through all facets of real estate development and transactions.

Recognitions / Community Involvement

- Pet Project Midwest, Fundraising Committee, September 2018 – current
- City of Des Moines Urban Design Review Board, Appointed Member, June 2014 – March 2015
- Iowa Chapter of the American Society of Landscape Architects, President, 2011 – 2013
- (Also served multiple terms as Vice President, Member-at-Large, and Conference Chair)
- After School Arts Program, instructor, 2012-2013
- Merle Hay Neighborhood Plan Steering Committee, 2006-2008
- Greater Des Moines Leadership Institute, graduate, 2007

Clients Represented

- RNK Investments
- Community Health Trust
- Ottumwa Partners in Progress
- Hollander Bedding
- New Plan Learning
- Hatchings.com
- Fusion Investments, LLC

Licenses



STATE OF IOWA
IOWA DEPARTMENT OF COMMERCE
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a license as:

Real Estate Salesperson.

License Number: S42749000 Expires: December 31, 2022

Status: Active

Michael A. Ivacki III

Assigned to: Hubbell Commercial Brokers, L.C. F03815000
6900 Westtown Pkwy
West Des Moines, Iowa 50266



STATE OF IOWA
IOWA DEPARTMENT OF COMMERCE
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a license as:

Real Estate Salesperson.

License Number: 570666000 Expires: December 31, 2024

Status: Active

Ms. Laura A Peters

Assigned to: Hubbell Commercial Brokers, L.C. F03815000
6900 Westtown Pkwy
West Des Moines, Iowa 50266

Experience

Notable Transactions



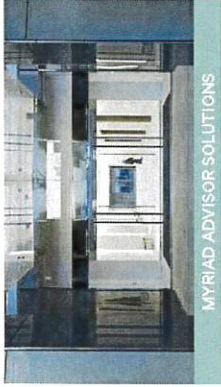
PARK AVENUE PARTNERS, LC

Des Moines & Urbandale, IA
10 Bldgs Portfolio | \$22.6 M



4113 121TH STREET

Urbandale, IA
52,500 SF Office Call Center



MYRIAD ADVISOR SOLUTIONS

30+ States
300 Office Locations



CROWN CORK & SEAL

7500 Chavenelle Rd
Dubuque, IA
330,000 SF Industrial/Manufacturing Space



LENNOX USA

Mason City, IA
350,000 SF



PIZZA RANCH PORTFOLIO

Urbandale/Altoona, IA
2 property NNN lease package



LIONS GATE CROSSING

Altoona, IA
5 building retail development.
100% pre construction Leased/Sold



KONG, INC

Waterloo, Iowa
52,500 SF
Build - to - Suit

Tenant Representation and Site Analysis

Mr. Macri and Ms. Peters offer advisory services on projects, including site selection for new or expanding markets; existing market evaluation, development projects and portfolio assessment. We provide clients with strategic planning, market assessments, portfolio optimization, site selection recommendations, economic and financial impact analysis, economic development and investment strategies.

- Our Services Include:
- Site Selection
- Strategic Planning
- Real Estate Market Analysis
- Transactional Services and Strategies Negotiations
- Financial & Economic Impact Analysis
- Project Management

By gaining a thorough understanding of your business objectives, we define and implement a process that creates accountability and produces results. We combine the detailed requirements from our client diagnostic phase with the dynamics of the real estate market to achieve your objectives at the lowest possible occupancy cost. We ensure that what is obtained in negotiations is delivered and the project is implemented as planned, on time and within budget.

In addition to providing the most comprehensive coverage of general market information, we can also deliver the most complete analysis of actual business transacted in the market.

For projects that involve secondary and national markets, we have a proven track record of completing transaction by working with local brokers in areas where we do not maintain offices. Mr. Macri and Ms. Peters's experience at uncovering pitfalls, assessing market conditions, and successfully working under tight time constraints has proven his value to client's time and time again.

We understand that the cost, quality and available supply of real estate in association with human capital, drives site selection requirements for labor intensive operations. Finding the right people, locating in proximity to your labor pool is the key to choosing the best location for your business.

Mr. Macri, Ms. Peters and CBRE leverages Population Demographics, Comparable Industry locations, Labor Market intelligence, and Market Trends to select the best performing locations and assess current markets and portfolios to establish a site selection strategy.

Through a customized site selection, a comprehensive community evaluation, skilled economic and/or Landlord incentive negotiations and expert real estate evaluation, Mr. Macri and Ms. Peters deliver progressive, insightful and comprehensive operational information as it relates to your location selection.

Core Competencies

Mr. Macri, Ms. Peters and CBRE offers advisory services on projects, including site selection for new or expanding markets; existing market evaluation, development projects and portfolio assessment. We provide clients with strategic planning, market assessments, portfolio optimization, site selection recommendations, economic and financial impact analysis, economic incentive and transactional strategies.

- Our Services Include:
- Site Selection
- Strategic Planning
- Market Analysis
- Transactional Services and Strategies
- Negotiations
- Financial & Economic Impact Analysis

Current Portfolio Analysis

Mr. Macri, Ms. Peters and CBRE provides an analytical assessment of local market dynamics. With an emphasis on primary research, market assessments offer a "street-level" and evaluations of the market. Customizing these solutions, CBRE provides the following analysis:

- Demographic analysis and benchmarking
- Local competitor and employer interviews
- Wage survey and analysis
- Competitor analysis
- Market optimization modeling
- Workforce longevity analysis
- Comparative market analysis
- Custom GIS analysis, including commute shed, disruption analysis
- Custom demographic analysis

Our portfolio optimization strategy evaluates workforce locations across a company's portfolio for risk; skill set performance, cost and availability to generate cost savings and location strategies. Specific elements include:

- Workforce longevity analysis
- Skill set analysis
- Expansion strategy
- Consolidation strategy
- Emerging market strategies
- Cost savings analysis

Case Study



Urbandale, IA

VITAL STATISTICS

ADDRESS	4113 121st Street, Urbandale, IA
LEASE	The Members Group, LLC
SQUARE FEET	52,550
PROPERTY TYPE	Remodel & Re-Tenant of Leased Space

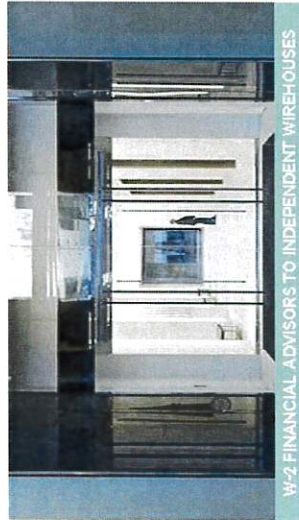
SUMMARY

Mike Macri III worked with Park Avenue Partners, LLC as exclusive leasing representative for the portfolio of properties locally known as the Crossroads Business Park in Urbandale, IA; a 300,000 SF office and warehouse development. Mr. Macri worked with the ownership, management, and their accounting and legal representatives to formulate a leasing strategy for a 52,500 SF call center and data center space occupied by Wells Fargo Bank, NA until January 2016. At the time, it was the largest available call center space marketed in the state.

Mr. Macri, in 2015, developed an aggressive and collaborative marketing plan with Ownership to utilize the existing features and technology Wells Fargo had installed into the property and intended to leave behind; these included: over 600 CAT3 & CAT5 data and phone lines, all existing cubical furniture, 2000 amp back-up generator & associated battery back-up system, existing security cameras and systems, as well as other FF&E. Mr. Macri was able to identify not only all possible and probable local uses with both publicly known and unknown space needs but multiple national users quietly looking for space in the market. Ultimately, the space was leased to The Members Group, LLC (TMG), a credit and debit card processor for numerous credit unions nationally. TMG is headquartered in Clive, IA. TMG contributed roughly \$1MM dollars towards a cosmetic renovation to match their company's aesthetic goals. PAP, LLC updated several of the HVAC units and the thermostat controls as a concession. Additionally, TMG was able to save roughly \$1MM in technical and IT expenses due to Mr. Macri's efforts in working with contractors and ownership to maintain the integrity of the systems left in the building. Without these technological systems the space would not have been selected by TMG.

The entire project was completed without public knowledge until AFTER the transaction was completed per TMG's requirement. This project and the 400+ employees hired to this facility alone make TMG one of the top five employers in Urbandale.

Case Study



VITAL STATISTICS	
ADDRESS	30+ States
LEASE	Myriad Advisor Solutions
SQUARE FEET	300 + Transactions
PROPERTY TYPE	National Site Selection Office users

30+ States

SUMMARY

Myriad Advisor Solutions is a business consulting firm and one stop shop for independent financial advisors. Myriad works with financial advisory wirehouses to facilitate the transitions process for advisors moving from a W-2, or employee model, to an independent advisor model. Mike Macri III was retained as the Director of Real Estate responsible for all real estate transactions and client real estate needs nationally. Mr. Macri created the systems, processes, structure, and national network for local advisors used to facilitate a seamless and confidential transition for the clients. Mr. Macri remained directly involved in the transitions from initial transition approval through occupancy of the space. It was Mr. Macri's proven site selection systems and processes of negotiation that allowed transition times for one wirehouse to go from eighteen months on average down to three months. Mr. Macri was directly involved in facilitating the three key goals for each transaction:

- Alleviate concerns and fears recruited prospects may have regarding business creation and ownership and help Myriad's wirehouse clients gain commitments from them.
- Help these new business owners to make good, informed decisions with their business start-ups and teach them what they need to know to select the proper site for their businesses.
- Move the transitioning revenue to their new Broker/Dealer's books as quickly as possible.

During Mr. Macri's tenure with the firm, he assisted in hundreds of transactions across the US from single-advisor operations to large complex multi-advisor/multi-firm transitions.

Case Study



Des Moines & Urbandale, IA

VITAL STATISTICS

ADDRESS

Des Moines & Urbandale, IA

SELLER

Park Avenue Partners, LC

SQUARE FEET

14 Buildings/ 511,046 SF

PROPERTY TYPE

Industrial, Office, Warehouse, Retail

SUMMARY

Mike Macri III worked with Park Avenue Partners, LC as exclusive leasing and sales representative for the portfolio of properties starting in 2002 with 10 properties representing approximately \$25 million in valuation and a vacancy of nearly thirty percent until 2017 when the majority of the portfolio was sold. Mr. Macri and Ms. Peters worked with the ownership, management and their accounting and legal representatives to formulate a revised tenant mix and leasing strategy at inception of the relationship and worked to revise the plan over the term of the 15 year relationship. In 2015, PAP, LC began to dispose of properties strategically per the plan developed in collaboration with ownership. At the time of disposition and through the efforts of Mr. Macri and Ms. Peters, the portfolio had grown to a \$45 Million dollar valuation consisting of over 500,000 SF of space with over 97% occupied at the time of dispositions in two states. In the Spring of 2017, the disposition had been completed of 10 of the 14 properties per the disposition strategy which began in 2015. The remaining properties were to be retained by Ownership.

During the tenure of the relationship, rental rates increased on the industrial component of the portfolio by 35%. Occupancies remained historically high as well as tenant renewal rates and expansions increased. Through Mr. Macri and Ms. Peters' marketing and leasing efforts, major tenants were either secured or renewed with significant increase in valuation and cash flow to the Lessor. These tenants included: Wells Fargo Bank, Ventech Solutions, US Cellular, The Members Group, Group Benefits Limited, US Government, Tobroco Manufacturing, Ingram Entertainment, Richman Printing, Allegra Print Marketing, Print Mail Solutions, Dahous North America, ServPro, and numerous others.

Case Study



Ankeny, IA

SUMMARY

Mike Macri III worked with L&L Insulation and the Ownership of the property at 3305 SE Delaware (Flagg Land & Cattle, LLC) to dispose of their corporate headquarters and distribution & manufacturing facility in Ankeny, IA and located a suitable site to expand operations and relocate business activities.

The first task was to identify and locate a suitable alternative existing site to move the manufacturing and distribution divisions. Due to expanded growth of the company, more space was needed just five years after completion of the new HQ. Relocation was completed in summer of 2007. With the pending vacation of the building imminent, the Ownership did not want a vacancy. Mr. Macri was able to secure a fully occupying lease with the GSA (Gov't Services Admin.) to lease the facility as a warehousing site for FEMA in the short term while a Buyer or new use was procured. Mr. Macri was then able to secure a repurposing of the building in coordination with Ownership to convert the property into an indoor sports facility, called the FlaggField House. Mr. Macri was able to secure the first occupants for tenancy the day after the GSA's lease expired. This repurposing proved to be more successful than expected. As the FlaggField House, the property generated over \$20MM in economic impact to the community in the first 12 months of operations alone while housing over 2,000 athletes weekly for numerous local, regional, and national events. Most importantly, it secured the carry-cost of the building while attempting to sell.

As the end-goal of Ownership was the disposal of the building, Mr. Macri was ultimately able to secure a sale to Casey's Marketing Group in 2012 at what was at the time, the highest priced sale of warehouse space in the market. Over the term of the assignment, Mr. Macri's efforts insured that the property did not see a single day of vacancy, and ultimately, all the goals of L&L Insulation and Flagg Land & Cattle were met or exceeded.

VITAL STATISTICS

ADDRESS

3305 SE Delaware, Ankeny, IA

SELLER

L&L Insulation & Flagg Land & Cattle, LC

SQUARE FEET

80,000 SF relocation

PROPERTY TYPE

Industrial & Sports Venue Repurposing & Sale

Contacts

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Vice President

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Licensed in the State of Iowa.

Laura Peters, PLA,
MRED

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Licensed in the State of Iowa

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CBRE Hubbell
Commercial
PART OF THE AFFILIATE NETWORK

This form is required by the real estate laws of the State of Iowa.

EXCLUSIVE LISTING AGREEMENT

In consideration of the mutual agreements set forth below, the undersigned Seller/Landlord and Hubbell Commercial Brokers, L.C., an Iowa Limited Liability Company, d/b/a/ CBRE/Hubbell Commercial, ("**Broker**"), agree as follows:

- I. **Employment.** Seller/Landlord enters into this Agreement with Broker for the purpose of employing the Appointed Agent[s] designated in the Seller/Landlord Disclosure of Appointed Agency (the "**Appointed Agent[s]**") as the exclusive agent to sell and/or lease the following described property: Jackson County Parcels:
- II.
 - i. 146183130002500 consisting of 59.12 acres.

Except for other sales associates of Broker who are appointed as Seller/Landlord's agents, neither Broker, nor any other sales associate affiliated with Broker will be acting as Seller/Landlord's agent. Broker, with Seller/Landlord's consent, may name additional Appointed Agent[s] for Seller/Landlord from time to time if the Appointed Agent[s] is unable to fulfill the terms of this Agreement, or by agreement between Broker and Seller/Landlord. An appointment of another Appointed Agent[s] does not relieve the original Appointed Agent[s] of any duties owed to Seller/Landlord.

- II. **Terms.** Sale Price: \$25,000 per Acre.

- III. **Appointed Agency.** The Seller/Landlord acknowledges receipt of the Seller/Landlord Disclosure of Appointed Agency attached hereto prior to entering into this Agreement and expressly consents to the appointment of the agent[s] identified therein. The Appointed Agent[s] owes the duties set forth in the Disclosure of Agency Relationship form executed by Seller/Landlord.

- IV. **Term of Agreement.** The period of the listing shall be from the date hereof and end on 12-1-2023.

- V. **Best Efforts.** Appointed Agent[s] shall use his/her best efforts to sell or lease this property during the term of this listing or any extension thereof.

- VI. **Seller/Landlord's Role.** Seller/Landlord understands and agrees that during the term of this Agreement, or any extension thereof, Seller/Landlord is obligated to refer all leads and inquiries on the listed premises to the Appointed Agent[s].

- VII. **Compensation.** Seller/Landlord agrees to pay Broker the following commission:

- (a) In the event of a lease Six (6) percent of the net rental, payable during the lease term, including any negotiated renewals, options and extensions when made or exercised. Landlord understands and agrees that said commission shall be payable to Broker in the event of a lease, upon execution of said lease, whether leased by the Appointed Agent[s], by the Seller/Landlord or by any other person during the period of this listing, or any extension thereof, and shall be payable for any negotiated renewal, option or extension, when such negotiated renewal, option or extension is executed or exercised.

(b) In the event of a sale Six (6%) percent of the sale price for parcels or combination of parcels UNDER ten (10) acres. Or, Five (5%) percent of the sale price for parcels or combination of parcels OVER ten (10) acres. Percentage will be the same for transactions involving an exchange. the value of the real property exchanged, plus any other value received. Seller agrees to furnish the purchaser a Warranty Deed and abstract continued to the date of sale showing merchantable title to said property in said Seller. Seller understands and agrees that the commission shall be payable to Broker at the closing whether the property is sold by the Appointed Agent[s], by the Seller/Landlord or by any other person during the period of this listing or any extension thereof.

Should a bona fide offer be made by a ready, willing and able buyer or tenant, meeting the terms of this contract or on any other terms which the Seller/Landlord may authorize or accept, and the Seller/Landlord fails to accept such offer or fails to fulfill the terms of the Purchase or Lease Agreement, then the Seller/Landlord shall pay to Broker the agreed commission in full upon demand.

VIII. Protection. Before the termination of this Listing Agreement, Broker shall provide Seller/Landlord a list of all persons, firms or corporations caused to be interested in the property during the term of the listing, or any extension thereof. If within one hundred eighty (180) days after the expiration of this listing, or any extension thereof, Seller/Landlord executes a lease or purchase agreement with any persons, firm or corporation contacted or caused to be interested in the property during the period of this Listing Agreement, or any extension thereof, by the Appointed Agent[s], then the Seller/Landlord agrees to pay Broker the agreed upon commission.

IX. Dual Agency Disclosure. Potential buyers/tenants who are represented by the Appointed Agent[s] may want to be shown the Seller/Landlord's property. The Appointed Agent[s] cannot show the Seller/Landlord's property to these potential buyers/tenants unless both the Seller/Landlord and the potential buyer/tenant provide a written consent permitting dual agency.

X. Other Sellers/Landlords. The Appointed Agent[s] may also represent sellers/landlords of other property that is in competition with Seller/Landlord's property. If this occurs, the Appointed Agent[s] will not disclose to either the Seller/Landlord or such other seller/landlords, the terms of offers made or accepted by either such seller/landlord or any other confidential information provided by either such seller/landlord.

XI. Possibility of Separate Representation. Broker may also have affiliated salespersons, other than your Appointed Agent(s), who represent potential Buyers/Tenants of your property or Sellers/Landlords of other property that is in competition with your property.

XII. Sharing Compensation with Other Brokerages. Broker shall reciprocate cooperation and compensation with selling/leasing brokerage firms and the Seller/Landlord consents to such payment. It is the Broker's policy not to offer subagency to any other brokerage firm.

XIII. Escrow Company Fee. Seller/Landlord shall pay any third party escrow company's fee for closing the transaction.

XIV. Representations about Property. Seller/Landlord has furnished to the Appointed Agent[s] all material information concerning this property and represents that, to the best of the Seller/Landlord's knowledge and belief, all representations made by the Seller/Landlord to the Appointed Agent[s] and Broker are true and correct. If it is established that such information and representations are incorrect or untrue, the Seller/Landlord shall indemnify and hold the Appointed

Agent[s], Broker and all Broker's agents and licensees harmless from any and all loss, damage or expense in connection therewith, including court costs and reasonable attorney fees incurred.

XV. Material Defects. The Seller/Landlord acknowledges that the Seller/Landlord has a legal duty to disclose to any proposed buyer or tenant any material defects which the Seller/Landlord has actual knowledge and which a reasonable inspection by the proposed buyer or tenant would not reveal.

XVI. Excluded Property. The following items, which would ordinarily be considered a part of the real estate, shall not be included in this sale or lease. Any Furniture, Fixtures and Equipment owned by the Lessee Entity and not the Lessor entity will be excluded from the list of "included property".

XVII. Brokerage Services Only. Seller/Landlord acknowledges that Appointed Agent[s] is being retained solely as a real estate agent and that neither Broker nor the Appointed Agent[s] are acting as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, or other professional service adviser. Seller/Landlord is hereby advised to seek professional advice concerning the condition of the property, status of title and other legal and tax matters concerning any proposed transaction.

XVIII. Costs and Fees. Seller/Landlord agrees to pay all costs and reasonable attorney's fees incurred by Broker in any action maintained by Broker to enforce this Agreement or to collect the commission agreed upon.

XIX. Equal Opportunity. This property is offered without regard to race, color, creed, religion, national origin or physical disability.

- a) Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
- b) The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

XX. Authorization to Execute. Each of the individuals signing this Agreement, represent by his/her signature that he/she is authorized to sign this Agreement and bind the Seller/Landlord and Broker to the terms and conditions.

Dated this 13th day of September, 2022

BROKER:
HUBBELL COMMERCIAL BROKERS, L.C.
d/b/a CBRE/Hubbell Commercial

SELLER/LANDLORD:
CITY OF MAQUOKETA, IOWA

By: _____
Mike Macri III, CCIM, MRED, Appointed Agent

By: _____

(Title: _____)

ADDRESS: _____

PHONE NO: _____

SELLER/LANDLORD DISCLOSURE OF APPOINTED AGENCY

I. IF HUBBELL COMMERCIAL BROKERS, L.C., AN IOWA LIMITED LIABILITY COMPANY, d/b/a CBRE/HUBBELL COMMERCIAL, (the "Broker") LISTS YOUR PROPERTY FOR SALE OR LEASE:

a) When a Hubbell Commercial Brokers, L.C., d/b/a/ CBRE/Hubbell Commercial agent or designated group of Hubbell Commercial Brokers, L.C. agents (the "Listing Agent") lists your property for sale or lease, it is the policy of The Broker to appoint the Listing Agent to act solely on your behalf to the exclusion of all other affiliated agents of The Broker This is known as appointed agency.

b) When The Broker's appointed agent lists your property for sale or lease but an outside brokerage firm or another licensee of The Broker other than your Listing Agent(s) procures the Buyer or Tenant, it is the policy of The Broker that the Listing Agent(s) solely represents you. This is known as single appointed agency.

c) When a The Broker's agent both 1) lists or has a financial interest in a property, and 2) sells, leases or has a financial interest in the Buyer/Tenant, it is the policy of The Broker that the Appointed Agent(s) with your consent represent both the Seller/Landlord and the Buyer/Tenant as a disclosed dual agent. This is known as a disclosed dual agency.

d) When The Broker is the listing firm, it is our policy to reciprocate cooperation and compensation with selling brokerage firms.

II. DUTIES OF APPOINTED AGENT(S): Your Appointed Agent(s) owes to you and to all parties those duties set forth in the Disclosure of Agency Relationship and, if applicable, the Dual Agency Consent Agreement.

III. APPOINTED AGENT(S): With your approval, the Broker appoints Mike Macri III (Appointed Agent(s)), a sales associate affiliated with Broker to represent you in the sale or lease of Iowa real estate. Except for other sales associates of Broker who are appointed by Broker as your Appointed Agent(s), neither Broker, nor any other sales associates affiliated with Broker will be acting as your agent.

Broker with your consent may name additional Appointed Agent(s) to represent you from time to time if the Appointed Agent(s) is unable to fulfill the terms of this Agreement or by agreement between Broker and you. A designation of another or additional Appointed Agent(s) to represent you does not relieve any other Appointed Agent(s) of any duties owed to you.

IV. DUAL AGENCY DISCLOSURE: Potential Buyers/Tenants who are also represented by your Appointed Agent(s) may want to be shown your property. Your Appointed Agent[s] cannot show your property to those potential Buyers/Tenants unless both you and the potential Buyer/Tenant provide a written consent for the Appointed Agent(s) to act as a disclosed dual agent(s).

V. POSSIBILITY OF SEPARATE REPRESENTATION: Broker may also have affiliated salespersons, other than your Appointed Agent(s), who represents potential Buyers/Tenants of your property or Sellers/Landlords of other property that is in competition with your property.

VI. OTHER SELLERS/LANDLORDS: Your Appointed Agent(s) may also represent the Sellers/Landlords of other property that is in competition with your property. Your Appointed Agent(s) may represent those Sellers/Landlords.

THE FULL TERMS AND CONDITIONS OF THE BROKERAGE SERVICES THAT WILL BE PROVIDED YOU WILL BE SET FORTH IN THE SEPARATE SELLER/LANDLORD LISTING AGREEMENT.

DISCLOSURE OF AGENCY RELATIONSHIP

The undersigned acknowledge that Mike Macri III and Laura Peters, as an Appointed Agent(s) of Hubbell Commercial Brokers, L.C., an Iowa limited liability company, d/b/a CBRE/Hubbell Commercial, represents Seller/Landlord and/or Buyer/Tenant named below (hereinafter the "Client") with respect to the sale or lease of the following property: Jackson County Parcels:

- i. 146183130002500 consisting of 59.12 acres.

If the Appointed Agent(s) represents both the Seller/Landlord and Buyer/Tenant, the duties of the Appointed Agent(s) are set forth in the Dual Agency Consent Forms executed by each client and those forms are incorporated herein as if fully set forth.

If the Appointed Agent(s) represents either the Seller/Landlord or Buyer/Tenant, but not both, the Appointed Agent has the following duties to its client:

- a) Place the client's interests ahead of the interests of any other party unless loyalty to a client violates a duty as a disclosed dual agent or other applicable law.
- b) Disclose all information known that is material to the transaction that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- c) Fulfill any obligations within the scope of the brokerage agreement, except those obligations which are inconsistent with other duties the Appointed Agent[s] has under law.
- d) Disclose any financial interests Appointed Agent[s] has in any business entity to which the client has been referred for any service or product related to this transaction.

The following duties apply to all parties:

- a) To provide brokerage services to all parties in the transaction honestly and in good faith.
- b) To diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c) To disclose to each party all material adverse facts that we know, except for the following:
 - [1] Material adverse facts known by that party.
 - [2] Material adverse facts a party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - [3] Material adverse facts the disclosure of which is prohibited by law.
 - [4] Material adverse facts that are known to a person who conducts an inspection on behalf of a party.
- d) To account for all property coming into the possession of the Broker or the Appointed Agent(s) that belongs to any party within a reasonable time after receiving the property.

Hubbell Commercial Brokers, L.C. and its licensees may provide brokerage services simultaneously to more than one party in different transactions.

Each party by signing this form acknowledges that this disclosure was made prior to providing specific assistance or prior to any offer being made or accepted by a party to a transaction, whichever is sooner.

SELLER/LANDLORD:
CITY OF MAQUOKETA, IOWA

BUYER/TENANT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

This form is required by the real estate laws of the State of Iowa.

EXCLUSIVE LISTING AGREEMENT

In consideration of the mutual agreements set forth below, the undersigned Seller/Landlord and Hubbell Commercial Brokers, L.C., an Iowa Limited Liability Company, d/b/a/ CBRE/Hubbell Commercial, ("**Broker**"), agree as follows:

- I. **Employment.** Seller/Landlord enters into this Agreement with Broker for the purpose of employing the Appointed Agent[s] designated in the Seller/Landlord Disclosure of Appointed Agency (the "**Appointed Agent[s]**") as the exclusive agent to sell and/or lease the following described property: Jackson County Parcels:
- II.
 - i. 145183110001500 consisting of 4.62 acres.

Except for other sales associates of Broker who are appointed as Seller/Landlord's agents, neither Broker, nor any other sales associate affiliated with Broker will be acting as Seller/Landlord's agent. Broker, with Seller/Landlord's consent, may name additional Appointed Agent[s] for Seller/Landlord from time to time if the Appointed Agent[s] is unable to fulfill the terms of this Agreement, or by agreement between Broker and Seller/Landlord. An appointment of another Appointed Agent[s] does not relieve the original Appointed Agent[s] of any duties owed to Seller/Landlord.

- II. **Terms.** Sale Price: \$25,000 per Acre.

- III. **Appointed Agency.** The Seller/Landlord acknowledges receipt of the Seller/Landlord Disclosure of Appointed Agency attached hereto prior to entering into this Agreement and expressly consents to the appointment of the agent[s] identified therein. The Appointed Agent[s] owes the duties set forth in the Disclosure of Agency Relationship form executed by Seller/Landlord.

- IV. **Term of Agreement.** The period of the listing shall be from the date hereof and end on 12-1-2023.

- V. **Best Efforts.** Appointed Agent[s] shall use his/her best efforts to sell or lease this property during the term of this listing or any extension thereof.

- VI. **Seller/Landlord's Role.** Seller/Landlord understands and agrees that during the term of this Agreement, or any extension thereof, Seller/Landlord is obligated to refer all leads and inquiries on the listed premises to the Appointed Agent[s].

- VII. **Compensation.** Seller/Landlord agrees to pay Broker the following commission:

- (a) In the event of a lease Six (6) percent of the net rental, payable during the lease term, including any negotiated renewals, options and extensions when made or exercised. Landlord understands and agrees that said commission shall be payable to Broker in the event of a lease, upon execution of said lease, whether leased by the Appointed Agent[s], by the Seller/Landlord or by any other person during the period of this listing, or any extension thereof, and shall be payable for any negotiated renewal, option or extension, when such negotiated renewal, option or extension is executed or exercised.

(b) In the event of a sale Six (6%) percent of the sale price for the parcel. Percentage will be the same for transactions involving an exchange. The value of the real property exchanged, plus any other value received. Seller agrees to furnish the purchaser a Warranty Deed and abstract continued to the date of sale showing merchantable title to said property in said Seller. Seller understands and agrees that the commission shall be payable to Broker at the closing whether the property is sold by the Appointed Agent[s], by the Seller/Landlord or by any other person during the period of this listing or any extension thereof.

Should a bona fide offer be made by a ready, willing and able buyer or tenant, meeting the terms of this contract or on any other terms which the Seller/Landlord may authorize or accept, and the Seller/Landlord fails to accept such offer or fails to fulfill the terms of the Purchase or Lease Agreement, then the Seller/Landlord shall pay to Broker the agreed commission in full upon demand.

VIII. Protection. Before the termination of this Listing Agreement, Broker shall provide Seller/Landlord a list of all persons, firms or corporations caused to be interested in the property during the term of the listing, or any extension thereof. If within one hundred eighty (180) days after the expiration of this listing, or any extension thereof, Seller/Landlord executes a lease or purchase agreement with any persons, firm or corporation contacted or caused to be interested in the property during the period of this Listing Agreement, or any extension thereof, by the Appointed Agent[s], then the Seller/Landlord agrees to pay Broker the agreed upon commission.

IX. Dual Agency Disclosure. Potential buyers/tenants who are represented by the Appointed Agent[s] may want to be shown the Seller/Landlord's property. The Appointed Agent[s] cannot show the Seller/Landlord's property to these potential buyers/tenants unless both the Seller/Landlord and the potential buyer/tenant provide a written consent permitting dual agency.

X. Other Sellers/Landlords. The Appointed Agent[s] may also represent sellers/landlords of other property that is in competition with Seller/Landlord's property. If this occurs, the Appointed Agent[s] will not disclose to either the Seller/Landlord or such other seller/landlords, the terms of offers made or accepted by either such seller/landlord or any other confidential information provided by either such seller/landlord.

XI. Possibility of Separate Representation. Broker may also have affiliated salespersons, other than your Appointed Agent(s), who represent potential Buyers/Tenants of your property or Sellers/Landlords of other property that is in competition with your property.

XII. Sharing Compensation with Other Brokerages. Broker shall reciprocate cooperation and compensation with selling/leasing brokerage firms and the Seller/Landlord consents to such payment. It is the Broker's policy not to offer subagency to any other brokerage firm.

XIII. Escrow Company Fee. Seller/Landlord shall pay any third party escrow company's fee for closing the transaction.

XIV. Representations about Property. Seller/Landlord has furnished to the Appointed Agent[s] all material information concerning this property and represents that, to the best of the Seller/Landlord's knowledge and belief, all representations made by the Seller/Landlord to the Appointed Agent[s] and Broker are true and correct. If it is established that such information and representations are incorrect or untrue, the Seller/Landlord shall indemnify and hold the Appointed Agent[s], Broker and all Broker's agents and licensees harmless from any and all loss, damage or expense in connection therewith, including court costs and reasonable attorney fees incurred.

XV. Material Defects. The Seller/Landlord acknowledges that the Seller/Landlord has a legal duty to disclose to any proposed buyer or tenant any material defects which the Seller/Landlord has actual knowledge and which a reasonable inspection by the proposed buyer or tenant would not reveal.

XVI. Excluded Property. The following items, which would ordinarily be considered a part of the real estate, shall not be included in this sale or lease. Any Furniture, Fixtures and Equipment owned by the Lessee Entity and not the Lessor entity will be excluded from the list of "included property".

XVII. Brokerage Services Only. Seller/Landlord acknowledges that Appointed Agent[s] is being retained solely as a real estate agent and that neither Broker nor the Appointed Agent[s] are acting as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, or other professional service adviser. Seller/Landlord is hereby advised to seek professional advice concerning the condition of the property, status of title and other legal and tax matters concerning any proposed transaction.

XVIII. Costs and Fees. Seller/Landlord agrees to pay all costs and reasonable attorney's fees incurred by Broker in any action maintained by Broker to enforce this Agreement or to collect the commission agreed upon.

XIX. Equal Opportunity. This property is offered without regard to race, color, creed, religion, national origin or physical disability.

- a) Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
- b) The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

XX. Authorization to Execute. Each of the individuals signing this Agreement, represent by his/her signature that he/she is authorized to sign this Agreement and bind the Seller/Landlord and Broker to the terms and conditions.

Dated this 13th day of September, 2022

BROKER:
HUBBELL COMMERCIAL BROKERS, L.C.
d/b/a CBRE/Hubbell Commercial

SELLER/LANDLORD:
MAQUOKETA INDUSTRIAL DEVELOPMENT
ASSTANCE SERVICES

By: _____
Mike Macri III, CCIM, MRED, Appointed Agent

By: _____

(Title: _____)

ADDRESS: _____

PHONE NO: _____

SELLER/LANDLORD DISCLOSURE OF APPOINTED AGENCY

I. IF HUBBELL COMMERCIAL BROKERS, L.C., AN IOWA LIMITED LIABILITY COMPANY, d/b/a CBRE/HUBBELL COMMERCIAL, (the "Broker") LISTS YOUR PROPERTY FOR SALE OR LEASE:

a) When a Hubbell Commercial Brokers, L.C., d/b/a/ CBRE/Hubbell Commercial agent or designated group of Hubbell Commercial Brokers, L.C. agents (the "Listing Agent") lists your property for sale or lease, it is the policy of The Broker to appoint the Listing Agent to act solely on your behalf to the exclusion of all other affiliated agents of The Broker This is known as appointed agency.

b) When The Broker's appointed agent lists your property for sale or lease but an outside brokerage firm or another licensee of The Broker other than your Listing Agent(s) procures the Buyer or Tenant, it is the policy of The Broker that the Listing Agent(s) solely represents you. This is known as single appointed agency.

c) When a The Broker's agent both 1) lists or has a financial interest in a property, and 2) sells, leases or has a financial interest in the Buyer/Tenant, it is the policy of The Broker that the Appointed Agent(s) with your consent represent both the Seller/Landlord and the Buyer/Tenant as a disclosed dual agent. This is known as a disclosed dual agency.

d) When The Broker is the listing firm, it is our policy to reciprocate cooperation and compensation with selling brokerage firms.

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III. APPOINTED AGENT(S): With your approval, the Broker appoints Mike Macri III (Appointed Agent(s)), a sales associate affiliated with Broker to represent you in the sale or lease of Iowa real estate. Except for other sales associates of Broker who are appointed by Broker as your Appointed Agent(s), neither Broker, nor any other sales associates affiliated with Broker will be acting as your agent.

Broker with your consent may name additional Appointed Agent(s) to represent you from time to time if the Appointed Agent(s) is unable to fulfill the terms of this Agreement or by agreement between Broker and you. A designation of another or additional Appointed Agent(s) to represent you does not relieve any other Appointed Agent(s) of any duties owed to you.

IV. DUAL AGENCY DISCLOSURE: Potential Buyers/Tenants who are also represented by your Appointed Agent(s) may want to be shown your property. Your Appointed Agent[s] cannot show your property to those potential Buyers/Tenants unless both you and the potential Buyer/Tenant provide a written consent for the Appointed Agent(s) to act as a disclosed dual agent(s).

V. POSSIBILITY OF SEPARATE REPRESENTATION: Broker may also have affiliated salespersons, other than your Appointed Agent(s), who represents potential Buyers/Tenants of your property or Sellers/Landlords of other property that is in competition with your property.

VI. OTHER SELLERS/LANDLORDS: Your Appointed Agent(s) may also represent the Sellers/Landlords of other property that is in competition with your property. Your Appointed Agent(s) may represent those Sellers/Landlords.

THE FULL TERMS AND CONDITIONS OF THE BROKERAGE SERVICES THAT WILL BE PROVIDED YOU WILL BE SET FORTH IN THE SEPARATE SELLER/LANDLORD LISTING AGREEMENT.

DISCLOSURE OF AGENCY RELATIONSHIP

The undersigned acknowledge that Mike Macri III and Laura Peters, as an Appointed Agent(s) of Hubbell Commercial Brokers, L.C., an Iowa limited liability company, d/b/a CBRE/Hubbell Commercial, represents Seller/Landlord and/or Buyer/Tenant named below (hereinafter the "Client") with respect to the sale or lease of the following property: Jackson County Parcels:

- i. 145183110001500 consisting of 4.62 acres.

If the Appointed Agent(s) represents both the Seller/Landlord and Buyer/Tenant, the duties of the Appointed Agent(s) are set forth in the Dual Agency Consent Forms executed by each client and those forms are incorporated herein as if fully set forth.

If the Appointed Agent(s) represents either the Seller/Landlord or Buyer/Tenant, but not both, the Appointed Agent has the following duties to its client:

- a) Place the client's interests ahead of the interests of any other party unless loyalty to a client violates a duty as a disclosed dual agent or other applicable law.
- b) Disclose all information known that is material to the transaction that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- c) Fulfill any obligations within the scope of the brokerage agreement, except those obligations which are inconsistent with other duties the Appointed Agent[s] has under law.
- d) Disclose any financial interests Appointed Agent[s] has in any business entity to which the client has been referred for any service or product related to this transaction.

The following duties apply to all parties:

- a) To provide brokerage services to all parties in the transaction honestly and in good faith.
- b) To diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c) To disclose to each party all material adverse facts that we know, except for the following:
 - [1] Material adverse facts known by that party.
 - [2] Material adverse facts a party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - [3] Material adverse facts the disclosure of which is prohibited by law.
 - [4] Material adverse facts that are known to a person who conducts an inspection on behalf of a party.
- d) To account for all property coming into the possession of the Broker or the Appointed Agent(s) that belongs to any party within a reasonable time after receiving the property.

Hubbell Commercial Brokers, L.C. and its licensees may provide brokerage services simultaneously to more than one party in different transactions.

Each party by signing this form acknowledges that this disclosure was made prior to providing specific assistance or prior to any offer being made or accepted by a party to a transaction, whichever is sooner.

SELLER/LANDLORD:
MAQUOKETA INDUSTRIAL DEVELOPMENT
ASSISTANCE SERVICES

BUYER/TENANT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CIVIL SERVICE COMMISSION

September 13th, 2022

Meeting was called to order at approximately 7:40 am by Jeff Tampir

Present: Billy Coakley, Milan James, & Jeff Tampir

Others Present: Brendan Zeimet

Approval of Agenda: Motion by James, 2nd by Coakley to approve agenda. Ayes 3

Audience: No audience present

Motion by Coakley, 2nd by James to place three candidates on Civil Service list for Sergeant Promotion. List will be good for a period of one year unless statutory regulations require a different amount of time.

In alphabetical order: Ewoldt, Richard

Heiar, Jayson

Pirtle, Cory

Aye 3

Motion by Coakley, 2nd by James to adjourn at 8:00 am Ayes – 3

Jeff Tampir, Chairperson

ATTEST:

Brendan, Zeimet, Police Chief

PUBLIC WORKS COMMITTEE MEETING
Monday, September 12, 2022

Present: Dan Holm, Mark Lyon, Josh Collister

Others

Present: Josh Boldt, Mayor Tom Messerli, Frank Ellenz, Jeff Bodenhofer

Chairperson Lyon opened the meeting at 3:00 p.m.

Motion by Holm, seconded by Lyon approving the agenda. All Ayes

Motion by Holm, seconded by Lyon approving minutes from August 8, 2022. All Ayes

Public Parking Lot Sign Update

Ellenz introduced the final proposal for the Public Parking Lot Signs. The signs were reduced to 18 x 24 inches. The entrance and exit signs will have the city logo with the word "Parking", and signs will be back to back. The directional signs will have the word "Parking" with an arrow to the left or right on them. The total cost, including decorative poles for the entrances is \$3,072.65.

Motion by Collister, seconded by Holm to approve the purchase of the parking lot signs and poles as discussed. All Ayes.

Platt Street Project Update

Boldt stated that he and Ellenz have met with the private property owners.

- Arcade Street Intersection – making the pedestrian crossing ADA Compliance issue per IDOT.

Boldt stated the original cost to correct the ADA non-compliance issue at the Arcade and Platt Street intersection was projected to be \$100,000. The revised estimate of \$35,000.00 is not final but welcomed.

- Planter Reduction Savings – Use of historical bricks

Ellenz stated the plan revisions are needed from the designer for final approval from DOT. There will be some re-stocking fees for the plant materials already ordered. There will be an estimated project Credit of \$16,935.00 – not including the restock fees.

- 12" PVC Storm Sewer (dual pipe): – This item was considered and discussed at the July 5th City Council Meeting.

Pipe was reduced from 15" to 12" to avoid conflict with proposed sanitary sewer already installed. Contractor chose to use dual pipes based off IDOT capacity concerns. Estimated cost - \$3762.53.

- 6" WM Quantity Increase – mix-up on initial bid form. This was considered and discussed at the June 6th City Council Meeting.

Tschiggfrie had to source a large quantity of 6" main during construction. Due to increase, contractor is allowed to negotiate and updated unity price. \$3,360.91 represents that increase. The cost of increase was not known at the time of the June 6th meeting.

- 4" Water Main: This is an added item to make tie-ins to existing 4" water main on the side streets. There is currently no contract item to pay for 4" WM costs. This was considered at the July 5th City Council Meeting. Estimated costs: \$1,500.00.

This may not even be charged eventually, the quantities of 4" pipe used have been very low.

- Removed and Replace 24" RCP Storm Sewer: 3 lengths of 24" storm sewer had to be replaced at a different alignment due to a conflict identified in the field after the pipes had already been placed in the trench. Estimated cost: \$1,519.50.

This has not been discussed and is already completed by Tschiggfrie. The tie-ins were necessary to continue the project. Ellenz stated there was another utility in the way so the pipes were laid at a different grade rather than have them (Mediacom & Century Link) move the lines.

Collister inquired if these companies were notified they had to move their lines.

Ellenz replied yes, they were both notified.

Collister stated then we should bill them the cost of this change order.

Boldt stated we have every right to bill them. Attorneys were used to make clear the necessity to move the lines in another section of the project and those letters were successful.

- Pedestrian Signal Push Button Extensions: Due to IA DOT compliance, 1 dedicated post and 2 push button extensions were identified to bring the project in compliance.

Ellenz stated existing posts were used at that time and IA Dot compliance was not an issue. Posts will have to be ordered with the push button extension access to be in compliance. Estimated cost: \$5,123.63.

- Removal of Structures (Retaining Walls): This is a new added item. There was no bid/contract item included on the project for this. Estimated cost: \$37,381.21.

Collister inquired if Council was informed prior to this happening.

Boldt stated no, Council was not informed prior to the retaining walls being removed.

Ellenz replied he did not know about the retaining walls as they were not in the plans.

Boldt stated this is an after the fact bill and he plans on looking into this.

Holm suggested labeling it as a non-authorized work order penalty.

Collister stated as it is written, he will not recommend approval of this at the Council Meeting and will inform other Council Members of his opinion.

Lyon inquired that now that the retaining walls have been removed, is it in the plan to replace them?

Boldt stated there are 3 walls on the West and 3 on the East. Not sure why they had to come out.

Ellenz replied the retaining walls had to be removed to install the curb ramps and the correct grade to be ADA compliant.

Boldt stated every work order gets put in outside hands for review.

Collister stated there should be accountability on these projects.

- NW Eliza Combined Retaining Wall Sidewalk (at curb ramps): This was not included in the plans. Concerns were raised over the steep grade and ability to tie-in without a retaining wall. After meeting with the Lutheran Church representatives, the City requested a proposed plan revision. Estimated cost - \$5,925.00

This was discussed with the above item regarding retaining walls and the grade of the curb ramps. The alternative solution is to provide a short retaining wall. This will give properties great curb appeal and be easier to maintain for the churches.

- Driveway/Parking Area Removal and Replacements for 407 & 409 East Platt: Pavement outside of the right of way has drainage problem due to the design elevation of the trail not allowing drainage to the street. To correct several PCC panels at 407 E Platt and a 16' x 35' of HMA needs to be removed and replaced. In a prior project the City paid for 50%. It is not necessary to do this work if the City, Contractor and Property Owners chose to pursue this work separately. Estimated Total Cost: \$22,094.69, Estimated 50% Cost: \$11,047.35.

This project has not been discussed yet and isn't related to the project design itself but is a private property issue.

Collister stated that Till's property would be improved.

- **Rock Excavation (Utility Trench):** Bedrock was encountered in a utility trench on a side street requiring a different excavation method to remove it. There is not a contract item to cover this work. Estimated cost: \$3,500.

Ellenz stated there was no rock excavation in the plans. On Platt & Dearborn intersection there was 4 to 5 feet of rock. This takes longer to dig than dirt.

Holm stated this is a large piece of rock. His house sits on top of a portion of it.

- **Closure of Coal Chutes – 114 E. Platt St.:** This private property has two open chutes to the basement of the building as a result of excavating sidewalk from the site. These two chutes must be closed before the sidewalk goes in – which is mid-September. This was discussed before Council on September 6th Council Meeting. Estimated cost: \$8,000.

Western Ave – Meadow Park Progress Update:

Ellenz stated there was to be a progress meeting last Wednesday, it was rescheduled for this coming Wednesday. The meeting will be a Zoom meeting. The last of the sanitary sewer services and water main will be done this week. It will be about 3 weeks to complete the underground utility services. They will then move into pouring the concrete in that area.

Mayor Messerli inquired if the sewer drainage problem had been corrected.

Ellenz replied that yes it was repaired.

Collister inquired if someone periodically checks on the water and sewer mains being installed.

Ellenz stated he is there every day and Jeff Bodenhofer will televise the lines after all is complete.

Other:

Boldt stated his wife, Kara has joined the Parks Board and they are looking into getting some grants.

Boldt stated he will be doing a KMAQ public input session regarding what is out there and needed for parks.

Lyon inquired if the 5th Ward Park equipment had been repaired yet.

Ellenz stated he saved the City \$900.00 by going to Walmart and purchasing a roller blade and using the bearing from that.

Motion by Collister, seconded by Holm adjourning at 3:32 p.m.

All Ayes

Mark Lyon, Chairperson

ATTEST:

Teresa Lindstrom, Utility Billing Clerk