

# Council/Staff Planning Session

## 1. Meeting Date And Time

- 1.I. Meeting Date And Time- July 27, 2020 6:00 P.m., Council Chambers, 105 Milwaukee Mall Note: Council Members Will Be Utilizing Zoom.com To Attended The Meeting Remotely, Mayor And Staff Will Be Participating Via Computer In The Council Chambers. Public Can Attend In Person And Listen To The Meeting Discussion While Complying With The 6' Social Distance Protocol Or They Can Attend The Meeting On Their Own Computer Via Zoom.com: Meeting ID 787 065 8066 Phone Number To Call To Participate Via Telephone: 312-626-6799

## 2. Call To Order

## 3. Mayor's Comments

## 4. Facade Grant Applications- Floyd Co. Historical Museum And North Iowa Lawn And Sports

Documents:

[AIS 4 - FACADE APPLIC FROM FLOYD HIST MUESUM AND NORTH IOWA LAWN CARE.PDF](#)

## 5. Agreement With Iowa State Snowmobile Association

Documents:

[AIS 5. -IOWA STATE SNOWMOBILE ASSOC. AGREEMENT CWB FOR GRANT FUNDS.PDF](#)

## 6. Review Letter Of Endorsement For Cambrex Project

Documents:

[AIS - 6 CAMBREX SPOSORSHIP 2020.PDF](#)

## 7. City Administrator Report

## 8. Adjourn

**MEETING DATE: 7/27/20**

**ITEM: 4**

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## **AGENDA ITEM SUMMARY**

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**Subject: Façade applications from Floyd Co. Historical Museum and North Iowa Lawn and Sports**

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### **Background Summary:**

A façade application has been submitted from the Floyd County Historical Museum for work to be completed at the museum address of 500 Gilbert St. Work includes the removal of three defunct and unstable chimneys from the building. Total cost of the project is: \$18,600 and they are seeking the maximum 50% match in façade funds of \$9,300.00.

A façade application was also received from North Iowa Lawn & Sport located at 809 Wisconsin Street. They have plans of replacing a garage door to match the remaining doors. Total cost of the project is \$1,842.84. They are seeking maximum 50% match in façade funds of \$921.42

Mark Wicks will be available during the meeting to review and answer questions.

CITY OF CHARLES CITY

**COMMUNITY REVITALIZATION  
FACADE IMPROVEMENT GRANT APPLICATION**

Date of application 6-24-2020

Applicant's name Floyd County Historical Society

Mailing address 500 Gilbert St. Charles City, IA 50606

Telephone 641-228-1099  
(Home) (Work)

Project address Same

Does the applicant own the building? Yes  No

If no, who does own the building? N/A

Owner's address N/A

Owner's telephone N/A

Describe proposed project specifically: (attach additional sheets if necessary)

Removal of three brick chimneys on the museum building.  
Chimneys are original to the building but no longer in use.  
Natural deterioration has resulted in the chimneys crumbling,  
leaning dangerously and have been found by two independent  
contractors to be structurally unstable. Chimneys will be  
removed and sound face bricks will be saved for future  
facade repairs. Metal sheet caps will be installed over the  
flues to provide easy access in the future.

Proposed starting date: As soon as funding becomes available.

Proposed completion date: July 2021

Amount of funds requested: \$ 9,300.00

Estimated cost of project \$ 18,600.00

Provide a brief outline of project costs Complete removal and tear down of  
three roof top chimney's on the Museum building.

- remove all brick down to roof termination. Sound face brick  
will be saved for future use on museum building. All other  
debris will be disposed of by contractor. Sheet metal cap  
will be fitted over the old flues.

List current assessed valuation of project property \$ 622,820.00 Tax Exempt

Please list the source and amount of all other funds to be supplied by the applicant or other public or private sources

<u>Source</u>	<u>Amount</u>
<u>John Ruan Foundation Trust</u>	<u>requested support</u>
<u>Principal Financial Group Foundation</u>	<u>requested support</u>
<u>Fred Maytag Family Foundation</u>	<u>requested support</u>
<u>Roy J. Carver Charitable Trust</u>	<u>requested support</u>

If the project property has been vacant, state how long N/A

Is the project property properly zoned for the business? yes

If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application.

N/A

Number of years the applicant has been in business

56 years as a museum, 66 years as a historical society

Names and addresses of contractors and/or architect used for the proposed project.

Janssen Waterproofing Inc. 6665 21<sup>st</sup> Ave, Van Horn, IA

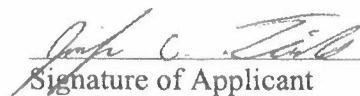
Number of new jobs (if any) the proposed project will create N/A

Number of existing jobs proposed project will preserve N/A

Applicant should be aware that additional financial data may be required if requested by the Facade Improvement Review Committee. Applicant should also be aware that no application will be considered if expenditures are incurred prior to approval of the application.

It is understood that the Applicant will actively support and/or participate in the programs and activities of Community Revitalization.

The undersigned applicant affirms that the information submitted herein is true and accurate to the best to my (our) knowledge. I (we) have read and understand the conditions of the Community Revitalization Facade Improvement Program and agree to abide by its conditions and guidelines.

  
Signature of Applicant

6-25-2020  
Date

Signature of Applicant

Date

# Janssen Waterproofing, Inc.

6665 21st Avenue, Van Horne, Iowa 52346-9859--Phone 800-243-1667--Fax: 319-228-8459

E-mail: janssenwaterproofing\_randy@hotmail.com

319-721-0250 cell.

Floyd County Museum and Historical Society  
500 Gilbert Street  
Charles City, IA 60616

DATE: June 23, 2020

PAGE: One of Three

Attn: Ms. Jennifer C. Thiele - Director

**Re:** Complete removal and tear down of the three existing roof top chimneys of the Museum Building. These chimneys are beyond repair and need to be removed down to the roof level and capped with a sheet metal coping cap. The chimneys vented out the acidic natural gas fumes which over time have destroyed the structural integrity of these structures. The existing roof will be carefully protected at all times.

We do hereby propose to furnish all necessary labor, tools, equipment, materials, insurance, protection and supervision for the referenced project as detailed in the following.

## SCOPE OF WORK

### REMOVAL OF BRICK CHIMNEYS

After placing protection board on the roof membrane, we will carefully remove all brick down to the existing roof termination bars. Sound face brick will be carefully saved and set aside for future use on the building's exterior. All other debris will be disposed of by the Contractor.

### SHEET METAL CAP INSTALLED

After the defective brick are removed to the EPDM roofs termination bar; we will install sheet metal caps over the old flues. A heavy wooden sheathing will be placed over the flue and mechanically fastened. An approved moisture barrier system will be placed between the substrate wood and new sheet metal cap. The new metal cap will be secured and fastened so as for easy future removal by roofers to complete their project. Stainless steel screws or fasteners will only be used.

### CLEAN-UP

All debris resulting will be removed by the Contractor. The building, premises and public will be carefully protected at all times. The premises will also be maintained in a neat and orderly manner as possible.

### WARRANTY

We will warranty our workmanship and materials; for a period of 5 years after project completion. Conditions will be as per attached warranty sample sheet.

The preceding can be accomplished for the sum of \$ 18,600.00

**TERMS OF PAYMENT:** Progressive payments to be made on monthly basis equal to the percentage of completed work--all such payments to be received by Janssen Waterproofing, Inc. prior to the 10th day of the month following the month for which work has been invoiced. Upon 100% completion of work payment is expected immediately unless other arrangements are made.

THIS PROPOSAL SHALL BECOME A BINDING CONTRACT UPON ACCEPTANCE BY THE OWNER. BY ACCEPTING THIS PROPOSAL, THE OWNER AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. THIS PROPOSAL SHALL BE NULL AND VOID IF ANY DIFFERENT OR ADDITIONAL TERMS ARE ADDED BY THE OWNER IN ITS ACCEPTANCE OR ELSEWHERE. THIS PROPOSAL SHALL BE NULL AND VOID IF NOT ACCEPTED BY OWNER ON OR BEFORE **July 28, 2020**

This proposal is accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

JANSSEN WATERPROOFING, INC.

By \_\_\_\_\_  
Owner/Authorized Agent

*Catherine E. Janssen*

COMMUNITY REVITALIZATION  
FACADE IMPROVEMENT GRANT APPLICATION

Date of application 7-14-2020

Andrew Wegner

Applicant's name North Iowa Lawn & Sport

Mailing address 809 Wisconsin St Charles City IA 50616

Telephone 641-330-5777 641-631-0399  
(Home) (Work)

Project address 809 Wisconsin St Charles City IA 50616

Does the applicant own the building? Yes  No

If no, who does own the building? \_\_\_\_\_

Andy Wegner  
Owner's address 408 S Iowa

Owner's telephone 641-330-5777

Describe proposed project specifically: (attach additional sheets if necessary)  
Replacing garage door on exterior of  
building to match other doors

Proposed starting date: As soon as possible

Proposed completion date: Pending Approval

Amount of funds requested: 184284 - 1/2

Estimated cost of project 184284

Provide a brief outline of project costs attached

List current assessed valuation of project property \$ 200,000

Please list the source and amount of all other funds to be supplied by the applicant or other public or private sources

<u>Source</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____

If the project property has been vacant, state how long n/a

Is the project property properly zoned for the business? yes

If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application.

Number of years the applicant has been in business

7 months

Names and addresses of contractors and/or architect used for the proposed project.

Kelly Thompson 2303 S Jefferson Ave Mason City

Number of new jobs (if any) the proposed project will create none

Number of existing jobs proposed project will preserve none

Applicant should be aware that additional financial data may be required if requested by the Facade Improvement Review Committee. Applicant should also be aware that no application will be considered if expenditures are incurred prior to approval of the application.

It is understood that the Applicant will actively support and/or participate in the programs and activities of Community Revitalization.

The undersigned applicant affirms that the information submitted herein is true and accurate to the best to my (our) knowledge. I (we) have read and understand the conditions of the Community Revitalization Facade Improvement Program and agree to abide by its conditions and guidelines.

Amy Woz  
Signature of Applicant

7-14-2020  
Date

Russell Beckmeier  
Signature of Applicant

7/14/20  
Date

THOMPSON CONSTRUCTION

COMMERCIAL 9'X8' WHITE INSULATED OVERHEAD DOOR WITH WINDOWS

(R-VALUE 16.2)

	\$850.00
1 - CHAMBERLAIN DOOR OPENER	\$148.00
OPENER EXTENSION KIT	\$ 29.99
OPERATOR REINFORCEMENT	\$ 24.29
DOOR RAIL HANGER BRACKETS	\$ 20.00
COST FOR INSTALLATION	\$650.00
TAX	\$120.56
TOTAL	\$1,842.84



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## AGENDA ITEM SUMMARY

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**Subject: Agreement with the Iowa State Snowmobile Association for grant funding \$35,000 for Charley Western Bridge Project**

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Top Goals - 2019

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### **Background Summary:**

Shortly after the Charley Western Bridge was found to be severely deteriorating and closed the public for safety, the Iowa State Snowmobile Association (ISSA) was contacted from the area snowmobile group in regard to obtaining grant funding to help offset the cost of repairing or replacing the Charley Western bridge. The group had secured \$35,000 in funding to put towards the project and was our first money in to go towards replacing the Charley Western Trail bridge.

Now that the bridge replacement project has been successfully bid we are looking to finalize the agreement that would grant the \$35,000 in funding to the city for the upcoming project. The attached agreement has been drafted by the city attorney based on an initial draft from ISSA.

The agreement calls for a 20 year commitment to allowing the snowmobile association use of the bridge for crossing with snowmobiles. In return the ISSA will grant the City the funds as well as maintain and repair damage that occurs to the bridge due to snowmobile damage.

Historically the City and the area snowmobile association have had a good relationship as snowmobilers used the previous bridge and have taken measures to not ride directly on the asphalt trails themselves.

We support approval of this agreement.

**NON-EXCLUSIVE LICENSE AGREEMENT  
BY AND BETWEEN IOWA STATE SNOWMOBILE ASSOCIATION  
AND THE CITY OF CHARLES CITY, IOWA**

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“License”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), between Iowa State Snowmobile Association, an Iowa non-profit corporation (hereinafter called “ISSA”), and the City of Charles City, Iowa, an Iowa municipality (hereinafter called “City”)

**RECITALS**

**WHEREAS**, ISSA has agreed to provide the City with a ‘forgivable’ grant under the ISSA Snowmobile Grant program in the amount of \$35,000.00 (“the grant amount”) for reconstruction of the Charley Western Trail Bridge, which bridge is part of a pedestrian pathway located within the City of Charles City; and

WHEREAS, in exchange for providing the grant amount for the reconstruction of the Charles City Western Trail Bridge, ISSA has required that the City permit members of ISSA to enter upon and utilize the Charley Western Trail Bridge right-of-way (hereafter “CWTB”) as part of a snowmobile trail.

**NOW THEREFORE**, for and in consideration of the covenants and conditions contained herein, and subject to the terms and conditions set forth below, it is hereby agreed between the City and ISSA as follows:

1. **License for Use.** City hereby issues this Non-Exclusive License Agreement (“License”) to ISSA, extending to ISSA the privilege of using the CWTB for the purpose of authorizing its members to utilize the CWTB pedestrian pathway as a snowmobile trail without charge.
2. **Term.** This License shall be for a term of twenty (20) years commencing on the Effective Date (“Initial Term”). Unless either Party provides written notice to the other Party at least 365 days prior to the expiration of the Initial Term or any subsequent Renewal Term, this License shall automatically renew for subsequent one (1) year terms (each a “Renewal Term”).
3. **Maintenance of the CWTB.** Licensee shall have the right to enter upon the CWTB to properly maintain the CWTB as a snowmobile trail. The Licensee shall be responsible for any damage which may result to the CWTB relating to or arising from use of the CWTB as a snowmobile trail. The Licensee shall reimburse the City for any expenditure that may be required to be made on the CWTB relating to or arising use of the CWTB as a snowmobile trail.
4. **Indemnification, Hold Harmless, and Insurance.** In consideration of the City granting the License, ISSA agrees to protect, defend, indemnify and hold the City and its employees harmless from and against all cost, loss, claim, damage or expense, including attorney fees arising out of any loss of life, personal injury or property loss or damage caused by use of the CWTB as a snowmobile trail. Licensee shall obtain and maintain insurance coverage in amounts satisfactory to the City and shall provide proof thereof upon request by the City.
5. **Limitation of Liability.** Pursuant to Iowa Code Sections 321G.22 and 461C.3, the City owes no duty of care to Licensee, its members, or the general public to keep the CWTB or surrounding premises and pedestrian

pathways safe for entry or use by persons operating a snowmobile, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes.

6. **Applicable Laws and Regulations.** The Licensee shall adhere to and meet the requirements of the applicable City, County, State, and Federal laws, and any other applicable laws or regulations in its use of the public rights-of-way arising from this License. Licensee acknowledges that the City makes no claim that the terms of this License, as stated herein, in any way approves or disapproves the requirements set forth by other agency regulations.
7. **No Property Interest in Public Right-of-Way.** Licensee acknowledges and agrees that it has not by virtue of this License acquired any property interest in the public right-of-way or CWTB or surrounding premises, and that it shall not be entitled to compensation from the City on account of the City's termination of the License as above provided except as set forth in Paragraph 9 herein.
8. **Non-compliance and Termination for Cause.** Licensee's non-compliance with any of the terms of this License may be considered cause, after reasonable notice and opportunity to cure, for the City to terminate this License. In the event this License is terminated by the City for cause, Licensee shall not be entitled to compensation or return of any grant funds provided by Licensee to the City.
9. **Termination Without Cause.** The grant amount provided by Licensee shall be forgiven in the amount of 1/20 of the original amount on each anniversary of the Effective Date during the initial twenty-year term of this License. If, during the initial twenty-year term, the City terminates the License without cause, it shall immediately pay Licensee the remaining un-forgiven grant amount owing.
10. **Assignment or Transfer of License.** This License shall not be assigned or transferred without prior approval of the City. This License shall be binding upon the successors and assigns of the Licensee. However, the Licensee agrees that termination of this license agreement shall not relieve the Licensee of any obligation or liability incurred herein.

*[signature page follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**ISSA**

**Charles City, Iowa**

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Signature

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Signature

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Print Name

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Print Name

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Title

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Title

## AGENDA ITEM SUMMARY

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**Subject: Cambrex 2020 Expansion project - City Sponsor  
IEDA application**

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### **Background Summary:**

Cambrex Corp. recently announced a \$49.29M expansion project which will create 32 new jobs that exceed the qualifying wage of \$17.81 per hour. This qualifies Cambrex for state incentive from Iowa Economic Development Authority (IEDA). On July 17th the IEDA board generally supported an award to Cambrex in the amount of \$250,000 in direct financial assistance as well as tax benefits via the state High Quality Job program.

As part of the official application to the state the City has been asked to be the project sponsor. This is something we have done for other projects as it shows that we support the project. Additionally there is a local match requirement of which will be met with a forgivable loan from the Charles City Area Development Corporation of \$30,400 as well as with a forgivable loan from the area Tif district based on the new jobs, \$1,250 per job \* 32 = **\$40,000**. We will be considering this application and forgivable loan at an upcoming SW Bypass committee meeting as the project is located within the SW Bypass Urban Renewal area. Recommendation will then come back to the City and County for final approval.

401 North Main Street  
Charles City, Iowa 50616



641.228.3020  
FAX: 641.228.4744

[www.charlescityia.com](http://www.charlescityia.com)

Charles City  
Area Development Corporation

email: [ccadc@charlescityia.com](mailto:ccadc@charlescityia.com)

20 July 2020

Steven T. Diers, ICMA-CM, Administrator  
City of Charles City, Iowa  
105 Milwaukee Mall  
Charles City, Iowa 50616

Dear Administrator Diers:

Cambrex Charles City, Inc. is undertaking an expansion at its Charles City location. Capital investment is estimated at \$49,290,000. There will be 32 jobs created, all dramatically eclipsing the \$17.81/hr. prevailing Charles City Laborshed 100% wage threshold.

Charles City Area Development Corporation respectfully requests that the City Council of Charles City, Iowa pass a Resolution of Endorsement vis-à-vis this worthy project. This document will be forwarded to the Iowa Economic Development Authority [IEDA]. The Resolution would likely be similar to one the City passed for the 2017 Cambrex IEDA application.

Mayor Andrews will be asked thereafter to sign the support document embedded within the IEDA High Quality Jobs Program application. That page is attached to this file.

Thank you for your cooperation and effort.

Sincerely,

Timothy S. Fox, MPP, CED, EDFP, PCED

SECTION H

**Certification & Release of Information**

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1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner?  Yes  No
2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor?  Yes  No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity?  Yes  No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner?  Yes  No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner?  Yes  No
6. *If yes to any of the above, please provide additional explanation:*

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms have been met.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):

John M. Andrews 06-18-2020  
Signature Date

\_\_\_\_\_  
Signature Date

John M. Andrews, VP Operations & Site Director

Dean Andrews, Mayor

IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.