

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**GOVERNMENTAL BODY:** Carroll City Council

**DATE OF MEETING:** September 27, 2021

**TIME OF MEETING:** 5:15 P.M.

**LOCATION OF MEETING:** City Hall Council Chambers

**[www.cityofcarroll.com](http://www.cityofcarroll.com)**

## **NOTICE**

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

United States: 1 (312) 626-6799

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

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

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

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

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

The public can watch the meeting live from the City's YouTube channel by going to: <https://tinyurl.com/t64juzk> and on CAAT 6. To ensure you can access the meeting when we go live we suggest that you subscribe to the City's YouTube channel. The YouTube meeting is a view only option and you will not be able to participate in the meeting via YouTube.

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## **AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the September 13 Meeting
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    - 1. Renewal of Class "C" Liquor License with Sunday Sales – *Bloomer's, Inc.*
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
  - A. Carroll Recreation Center Fees – Proposed Rates
  - B. Carroll City Ordinance Chapter 69.08(47) amendment – Walnut Street Parking Regulations
- VI. Resolutions
  - A. Consent of Council pursuant to Code of Ordinances 41.10 for Wendl's Weapons LLC
  - B. Rowland Sale – 224 N. Main Street
    - 1. Resolution Approving Property Development Agreement
    - 2. Resolution Approving Subordination of Property Development Agreement
  - C. \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A
    - 1. Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
    - 2. Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate
  - D. FY 2021/2022 Budget Amendment #1
    - 1. Public Hearing
    - 2. City Budget Amendment and Certificate Resolution
  - E. U.S. 30 East Sanitary Sewer Extension – Professional Services Proposal

VII. Reports

None

VIII. Committee Reports

IX. Comments from the Mayor

X. Comments from the City Council

XI. Comments from the City Manager

XII. Closed Session per Iowa Code 21.5(1)(c) – Strategy Discussion with Legal Counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government

XIII. Adjourn

October/November Meetings:

Board of Adjustment – October 4, 2021 – City Hall – 627 N Adams Street

City Council – October 11, 2021 – City Hall – 627 N Adams Street

Airport Commission – October 11, 2021 – Airport Terminal Building - 21177 Quail Avenue

Planning and Zoning Commission – October 13, 2021 – City Hall - 627 N Adams Street

Library Board of Trustees – October 18, 2021 – Carroll Public Library – 118 E 5<sup>th</sup> Street

City Council – October 25, 2021 – City Hall – 627 N Adams Street

Board of Adjustment – November 1, 2021 – City Hall – 627 N Adams Street

Parks, Recreation and Cultural Advisory Board – November 1, 2021 – Rec Center – 716 N Grant Road

City Council – November 8, 2021 – City Hall – 627 N Adams Street

Airport Commission – November 8, 2021 – Airport Terminal Building - 21177 Quail Avenue

Planning and Zoning Commission – November 10, 2021 – City Hall - 627 N Adams Street

Library Board of Trustees – November 15, 2021 – Carroll Public Library – 118 E 5<sup>th</sup> Street

City Council – November 22, 2021 – City Hall – 627 N Adams Street

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



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

COUNCIL MEETING

SEPTEMBER 13, 2021

(Please note these are draft minutes and may be amended by Council before final approval.)

The meeting was held telephonically or via Zoom web conferencing for those individuals who wished to attend remotely. The public was able to hear and participate in the Council meeting by calling into a publicly posted phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner (arrived at 5:20 p.m.), Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the August 23, 2021 Council meeting, as written; b) bills and claims in the amount of \$998,511.04; and c) Renewal of Class “C” Liquor License with Sunday Sales – *Denny’s Bar & Grill* and New 5-day Class “C” Liquor License – Carroll Hy-Vee (*Kuemper Alumni Event, September 24, 2021*); d) Acceptance of Tobacco Settlement Agreement with Dollar General; and e) Resolution No. 21-54, Employment Contract for Police Officer Nathan Kult. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

Council Member Fleshner arrived at 5:20 p.m.

\* \* \* \* \*

Matt Meiners, Economic Vitality Director with Carroll Area Development Corporation (CADC), gave an update CADC during the oral requests or communications from the audience.

\* \* \* \* \*

It was moved by Haley, seconded by Dirkx, to postpone the discussion regarding the proposed Carroll Recreation Center Fees. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Siemann, to accept the receipt of bids and approve Resolution No. 21-55, Directing Sale of \$3,445,000\* (Subject to Adjustment Per Terms of Offering) General Obligation Refunding Capital Loan Notes, Series 2021A. Susanne Gerlach,

Director with PFM Financial Advisors LLC, presented the bids to Council. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to approve Resolution No. 21-56, Authorizing the Redemption of Outstanding General Obligation Capital Loan Notes, Series 2018B, of the City of Carroll, State of Iowa, Dated November 14, 2018, and Directing Notice Be Given. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

At 5:57 p.m. Mayor Jensen opened a public hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the Graham Park Drainage Ditch No. 77 Improvements – 2021 Project. Mayor Jensen closed said hearing at 6:03 p.m.

It was moved by Dirkx, seconded by Haley, to approve Resolution No. 21-57, Adopting the Plans, Specifications, Form of Contract and Estimate of Cost for the Graham Park Drainage Ditch No. 77 Improvements – 2021 Project. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Kots, seconded by Boes, to approve Resolution No. 21-58, Professional Services Agreement in the amount of \$16,900 with Shive Hattery for the creation of a Preliminary Engineering Report (PER) for the Merchants Park ARPA Tourism Grant Assistance. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

At 6:13 p.m. Mayor Jensen opened a public hearing on the annexation request from LeMar Koethe. Mayor Jensen closed said hearing at 6:27 p.m.

It was moved by Haley, seconded by Siemann, to approve Resolution No. 21-59, Voluntary Annexation of Land Adjacent to the Northeast Boundary of the City of Carroll into the Corporate Limits of the City of Carroll (111 acres of land described as the South 13 acres of the N Frl ½ SW Frl ¼, Section 18, Township 84 North, Range 34 West 5<sup>th</sup> P.M., Carroll County, Iowa and the N½SE¼ and the South 20 Acres of the S½NE¼ of Section 18, Township 84 North, Range 34 West 5<sup>th</sup> P.M., Carroll County, Iowa). On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

At 6:28 p.m. Mayor Jensen opened a public hearing on the adoption of a proposed Carroll Urban Revitalization Plan. Mayor Jensen closed said hearing at 6:39 p.m.

It was moved by Kots, seconded by Haley, to approve Resolution No. 21-60, Adopting Amended Carroll Urban Revitalization Plan. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Siemann, approve Resolution No. 21-61, Revised Policy 0400 – Personnel Policies. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to approve Resolution No. 21-62, Revised Policy No. 0907 – Substance Abuse Prevention Program for Drugs & Alcohol. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve setting Monday, September 27, 2021, as the date for a public hearing for the FY 2021/2022 Budget Amendment #1. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to adjourn at 6:48 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

09-23-2021 02:00 PM  
VENDOR SET: 01 City of Carroll  
REPORTING: PAID, UNPAID, PARTIAL

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
PARTIALLY ITEMS DATES:	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-001720	ACCESS SYSTEMS	COPIER/PRINTER MAINTENANCE	268.10	268.10-	122157	9/23/21	0.00
		** TOTALS **	268.10	268.10-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	168.56	168.56-	122159	9/23/21	0.00
		** TOTALS **	168.56	168.56-			0.00
01-002370	ARNOLD MOTOR SUPPLY	JD MOWER BATTERY	124.99	0.00	000000	0/00/00	124.99
01-002370	ARNOLD MOTOR SUPPLY	OIL AND FILTER	56.71	0.00	000000	0/00/00	56.71
01-002370	ARNOLD MOTOR SUPPLY	OIL FILTERS	38.74	0.00	000000	0/00/00	38.74
01-002370	ARNOLD MOTOR SUPPLY	OIL	8.97	0.00	000000	0/00/00	8.97
01-002370	ARNOLD MOTOR SUPPLY	OIL FILTER AND OIL	41.69	0.00	000000	0/00/00	41.69
		** TOTALS **	271.10	0.00			271.10
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,274.25	1,274.25-	122163	9/23/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	339.23	339.23-	122163	9/23/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	852.84	852.84-	122163	9/23/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	22.75	22.75-	122163	9/23/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	5.25	5.25-	122163	9/23/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	15.50	15.50-	122163	9/23/21	0.00
		** TOTALS **	2,509.82	2,509.82-			0.00
01-002826	BARCO MUNICIPAL PRODUCTS	SIGNAL SOLAR FLASHING BEACON	1,419.29	0.00	000000	0/00/00	1,419.29
		** TOTALS **	1,419.29	0.00			1,419.29
01-001943	BAUER BUILT TIRE CENTER	TIRE REPAIRS	28.00	0.00	000000	0/00/00	28.00
		** TOTALS **	28.00	0.00			28.00
01-001243	BOLAND RECREATION	BB HOOPS - SOUTHSIDE PARK	4,905.00	0.00	000000	0/00/00	4,905.00
		** TOTALS **	4,905.00	0.00			4,905.00
01-003515	BOMGAARS	MISC SUPPLIES	23.97	23.97-	122113	9/15/21	0.00
01-003515	BOMGAARS	FASTENERS	3.77	0.00	000000	0/00/00	3.77
01-003515	BOMGAARS	PTO PIN	20.94	0.00	000000	0/00/00	20.94
01-003515	BOMGAARS	BOLTS	9.82	0.00	000000	0/00/00	9.82
01-003515	BOMGAARS	SNOW BLOWER WRENCHES	41.98	0.00	000000	0/00/00	41.98
01-003515	BOMGAARS	SUPPLIES	1.39	0.00	000000	0/00/00	1.39
01-003515	BOMGAARS	SUPPLIES	47.96	0.00	000000	0/00/00	47.96
01-003515	BOMGAARS	ZIP TIES	24.98	0.00	000000	0/00/00	24.98
01-003515	BOMGAARS	SUPPLIES	77.70	0.00	000000	0/00/00	77.70
01-003515	BOMGAARS	SUPPLIES	298.15	0.00	000000	0/00/00	298.15
		** TOTALS **	550.66	23.97-			526.69
01-002311	BOOK FARM INC.	BOOKS	498.39	498.39-	122161	9/23/21	0.00
		** TOTALS **	498.39	498.39-			0.00

09-23-2021 02:00 PM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

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 S U M M A R Y

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
PARTIALLY ITEMS DATES:	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

VENDOR	---- VENDOR NAME ----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-001522	BRIAN'S DOORS	DOOR REPAIR	90.00	0.00	000000	0/00/00	90.00
		** TOTALS **	90.00	0.00			90.00
01-003693	BRUNER & BRUNER	GENERAL WORK	486.00	0.00	000000	0/00/00	486.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	661.50	0.00	000000	0/00/00	661.50
01-003693	BRUNER & BRUNER	PARKS & RECREATION	135.00	0.00	000000	0/00/00	135.00
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	135.00	0.00	000000	0/00/00	135.00
01-003693	BRUNER & BRUNER	TOBACCO ENFORCEMENT	67.50	0.00	000000	0/00/00	67.50
01-003693	BRUNER & BRUNER	NUISANCE - CLARK STREET	567.00	0.00	000000	0/00/00	567.00
01-003693	BRUNER & BRUNER	PLANNING AND ZONING	54.00	0.00	000000	0/00/00	54.00
		** TOTALS **	2,106.00	0.00			2,106.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	227.52	0.00	000000	0/00/00	227.52
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	54.00	54.00-	122172	9/23/21	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	18.00	18.00-	122115	9/15/21	0.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	273.72	0.00	000000	0/00/00	273.72
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	22.00	0.00	000000	0/00/00	22.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	231.29	0.00	000000	0/00/00	231.29
		** TOTALS **	826.53	72.00-			754.53
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	122119	9/15/21	0.00
		** TOTALS **	350.00	350.00-			0.00
01-000747	CARROLL AUTO SUPPLY	CARBURETOR CLEANER	11.74	0.00	000000	0/00/00	11.74
		** TOTALS **	11.74	0.00			11.74
01-004132	CARROLL AVIATION INC.	CONTRACT	6,800.00	6,800.00-	122114	9/15/21	0.00
		** TOTALS **	6,800.00	6,800.00-			0.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	100.00	0.00	000000	0/00/00	100.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	100.00	0.00	000000	0/00/00	100.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	300.00	0.00			300.00
01-002169	CARROLL COUNTY PUBLIC HEA	HELLER HEP B SHOT	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-004170	CARROLL COUNTY RECORDER	KOETHE ANNEXATION RECORDING	22.00	0.00	000000	0/00/00	22.00
		** TOTALS **	22.00	0.00			22.00
01-004196	CARROLL HYDRAULICS	SNOW BLOWER HOSE	37.96	0.00	000000	0/00/00	37.96
		** TOTALS **	37.96	0.00			37.96

09-23-2021 02:00 PM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

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VENDOR	---- VENDOR NAME ----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-004200	CARROLL LUMBER	SUPPLIES	47.99	0.00	000000	0/00/00	47.99
		** TOTALS **	47.99	0.00			47.99
01-002977	CARROLL REFUSE SERVICE	AUGUST GARBAGE	72.00	72.00-	122110	9/15/21	0.00
		** TOTALS **	72.00	72.00-			0.00
01-004233	CARROLLTON INN	PARK & REC INTERVIEWS	133.28	0.00	000000	0/00/00	133.28
01-004233	CARROLLTON INN	PARK & REC INTERVIEWS	133.28	0.00	000000	0/00/00	133.28
01-004233	CARROLLTON INN	PARK & REC INTERVIEWS	133.28	0.00	000000	0/00/00	133.28
		** TOTALS **	399.84	0.00			399.84
01-002998	CENTURYLINK	BACK-UP PHONE LINE	67.35	67.35-	122165	9/23/21	0.00
01-002998	CENTURYLINK	BACK-UP PHONE LINE	155.01	155.01-	122166	9/23/21	0.00
		** TOTALS **	222.36	222.36-			0.00
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	99.54	0.00	000000	0/00/00	99.54
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	62.49	0.00	000000	0/00/00	62.49
01-002867	CINTAS FIRST AID & SAFETY	LENS WIPES	74.58	0.00	000000	0/00/00	74.58
		** TOTALS **	236.61	0.00			236.61
01-003633	CLEANING SOLUTIONS INC	AUGUST LIBRARY CLEANING	3,120.00	3,120.00-	122170	9/23/21	0.00
		** TOTALS **	3,120.00	3,120.00-			0.00
01-004835	COMMERCIAL SAVINGS BANK	SEPT. WATER ACH	124.98	124.98-	000000	9/20/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	14,815.85	14,815.85-	001152	9/23/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,992.78	15,992.78-	001152	9/23/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,987.22	4,987.22-	001152	9/23/21	0.00
		** TOTALS **	35,920.83	35,920.83-			0.00
01-003451	COMMUNICATION INNOVATORS	IT MAINTENANCE	750.00	750.00-	122169	9/23/21	0.00
		** TOTALS **	750.00	750.00-			0.00
01-003145	CORE AND MAIN LP	OPERATING SUPPLIES	1,845.00	0.00	000000	0/00/00	1,845.00
		** TOTALS **	1,845.00	0.00			1,845.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	56.61	0.00	000000	0/00/00	56.61
		** TOTALS **	56.61	0.00			56.61
01-002271	CREATIVE PRODUCT SOURCING	DARE SUPPLIES & EXPENSES	284.09	284.09-	122137	9/15/21	0.00
		** TOTALS **	284.09	284.09-			0.00
01-005640	DES MOINES REGISTER	SUNDAY SUBSCRIPTION	323.43	323.43-	122174	9/23/21	0.00
		** TOTALS **	323.43	323.43-			0.00

09-23-2021 02:00 PM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

A C C O U N T S P A Y A B L E  
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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-002377	DGR ENGINEERING	TOWER STRUCTURE EVALUATION	3,850.00	0.00	000000	0/00/00	3,850.00
		** TOTALS **	3,850.00	0.00			3,850.00
01-001965	DIANE TRACY	MILEAGE - OUTREACH/SUPPLIES	66.20	66.20-	122158	9/23/21	0.00
		** TOTALS **	66.20	66.20-			0.00
01-003008	DMBA PROPERTIES & CONSULT	1/2 FY 22 TIF REFUNDING	8,132.23	0.00	000000	0/00/00	8,132.23
		** TOTALS **	8,132.23	0.00			8,132.23
01-006270	DREES HEATING & PLUMBING	HANDICAP DOOR REPAIRS	673.71	0.00	000000	0/00/00	673.71
01-006270	DREES HEATING & PLUMBING	THERMOSTAT ISSUE	103.00	0.00	000000	0/00/00	103.00
		** TOTALS **	776.71	0.00			776.71
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	939.80	0.00	000000	0/00/00	939.80
		** TOTALS **	939.80	0.00			939.80
01-012590	ECHO ELECTRIC SUPPLY	LIGHT FIXTURE LENS	175.93	0.00	000000	0/00/00	175.93
		** TOTALS **	175.93	0.00			175.93
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER/REPAIRS	414.06	414.06-	122116	9/15/21	0.00
		** TOTALS **	414.06	414.06-			0.00
01-008020	FAMILY & SPECIALTY MEDICA	PHYSICALS - STURM & GROSS	350.00	0.00	000000	0/00/00	350.00
		** TOTALS **	350.00	0.00			350.00
01-008027	FAREWAY STORES	CONCESSIONS AND SUPPLIES	13.96	13.96-	122139	9/15/21	0.00
01-008027	FAREWAY STORES	EMPLOYEE RECOGNITION	3.27	0.00	000000	0/00/00	3.27
01-008027	FAREWAY STORES	LIFEGUARD OLYMPICS	29.95	29.95-	122139	9/15/21	0.00
		** TOTALS **	47.18	43.91-			3.27
01-008050	FASTENAL COMPANY	MARKING PAINT	30.19	0.00	000000	0/00/00	30.19
		** TOTALS **	30.19	0.00			30.19
01-000633	FILTER CARE	FILTER CLEANING	156.40	0.00	000000	0/00/00	156.40
		** TOTALS **	156.40	0.00			156.40
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	14,005.82	14,005.82-	001153	9/23/21	0.00
		** TOTALS **	14,005.82	14,005.82-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	594.10	0.00	000000	0/00/00	594.10
		** TOTALS **	594.10	0.00			594.10
01-003534	FUSEBOX MARKETING	SEPT. WEB MAINTENANCE	255.00	0.00	000000	0/00/00	255.00
		** TOTALS **	255.00	0.00			255.00

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PARTIALLY ITEMS DATES:	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-009315	GALLS INC.	NAMEPLATE	32.30	0.00	000000	0/00/00	32.30
01-009315	GALLS INC.	UNIFORM PANTS	68.24	0.00	000000	0/00/00	68.24
01-009315	GALLS INC.	VEST PLATE	28.00	0.00	000000	0/00/00	28.00
01-009315	GALLS INC.	VEST PLATE	28.00	0.00	000000	0/00/00	28.00
01-009315	GALLS INC.	UNIFORM PANTS	130.39	0.00	000000	0/00/00	130.39
		** TOTALS **	286.93	0.00			286.93
01-010156	GRAPHIC EDGE LLC	FALL SPORTS SHIRTS	3,483.05	0.00	000000	0/00/00	3,483.05
01-010156	GRAPHIC EDGE LLC	FALL SPORTS SHIRTS	750.93	0.00	000000	0/00/00	750.93
		** TOTALS **	4,233.98	0.00			4,233.98
01-005410	HERALD PUBLISHING COMPANY	SUBSCRIPTION	84.00	84.00-	122173	9/23/21	0.00
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	468.50	468.50-	122173	9/23/21	0.00
		** TOTALS **	552.50	552.50-			0.00
01-011831	HY-VEE INC.	PARK & REC INTERVIEWS	21.98	21.98-	122175	9/23/21	0.00
01-011831	HY-VEE INC.	PARK & REC INTERVIEWS	36.07	36.07-	122175	9/23/21	0.00
		** TOTALS **	58.05	58.05-			0.00
01-011800	HYDRAFLO INC.	OPERATING SUPPLIES	324.44	0.00	000000	0/00/00	324.44
		** TOTALS **	324.44	0.00			324.44
01-012552	INDUSTRIAL BEARING SUPP.	BEARINGS RETURNED	392.53-	0.00	000000	0/00/00	392.53-
01-012552	INDUSTRIAL BEARING SUPP.	BEARINGS/SEAL	113.33	0.00	000000	0/00/00	113.33
01-012552	INDUSTRIAL BEARING SUPP.	SEAL	30.80	0.00	000000	0/00/00	30.80
01-012552	INDUSTRIAL BEARING SUPP.	BEARINGS	946.85	0.00	000000	0/00/00	946.85
		** TOTALS **	698.45	0.00			698.45
01-001549	INLAND TRUCK PARTS COMPAN	UNIT #27 REPAIR PARTS	515.14	0.00	000000	0/00/00	515.14
		** TOTALS **	515.14	0.00			515.14
01-012635	IOWA DEPARTMENT OF TRANSP	THERMAL PAPER	155.52	0.00	000000	0/00/00	155.52
		** TOTALS **	155.52	0.00			155.52
01-012642	IOWA LAW ENFORCE ACADEMY	KULT - ACADEMY	6,650.00	0.00	000000	0/00/00	6,650.00
		** TOTALS **	6,650.00	0.00			6,650.00
01-012660	IOWA LIBRARY ASSOCIATION	CONFERENCE SNYDER & TRACY	360.00	360.00-	122176	9/23/21	0.00
		** TOTALS **	360.00	360.00-			0.00
01-012604	IOWA PEACE OFFICERS ASSOC	MEMBERSHIP DUES	460.00	0.00	000000	0/00/00	460.00
		** TOTALS **	460.00	0.00			460.00

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VENDOR	---- VENDOR NAME ----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-012685	IOWA SMALL ENGINE CENTER	REPAIR PARTS	19.06	0.00	000000	0/00/00	19.06
01-012685	IOWA SMALL ENGINE CENTER	SCREED SWITCH	7.34	0.00	000000	0/00/00	7.34
01-012685	IOWA SMALL ENGINE CENTER	PLATE COMPACTOR FILTERS	15.82	0.00	000000	0/00/00	15.82
		** TOTALS **	42.22	0.00			42.22
01-003845	IOWA STATE ASSOCIATION OF	JUSTIFIED INVOLVED TRAINING	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-012706	IPERS	IPERS CONTRIBUTIONS	19,687.76	19,687.76-	001154	9/23/21	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	117.87	117.87-	001154	9/23/21	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	75.88	75.88-	001154	9/23/21	0.00
		** TOTALS **	19,881.51	19,881.51-			0.00
01-000786	JACK WARDELL	FACILITY TOURS	109.20	109.20-	122155	9/23/21	0.00
		** TOTALS **	109.20	109.20-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	870.00	0.00	000000	0/00/00	870.00
		** TOTALS **	870.00	0.00			870.00
01-003198	JEFF NICHOLS	SALVAGE THEFT TRAINING	8.76	8.76-	122167	9/23/21	0.00
		** TOTALS **	8.76	8.76-			0.00
01-013917	JEO CONSULTING GROUP INC.	2021 STREET RESTORATION	210.00	0.00	000000	0/00/00	210.00
01-013917	JEO CONSULTING GROUP INC.	WATER DISTR. MAIN REPLACEMENTS	830.00	0.00	000000	0/00/00	830.00
		** TOTALS **	1,040.00	0.00			1,040.00
01-013429	JERICO SERVICES INC.	DUST CONTROL	178.75	0.00	000000	0/00/00	178.75
		** TOTALS **	178.75	0.00			178.75
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	88.95	0.00	000000	0/00/00	88.95
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	60.50	0.00	000000	0/00/00	60.50
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART BATTERY	159.48	0.00	000000	0/00/00	159.48
01-003243	JET'S OUTDOOR POWER AND S	CART RENTAL	350.00	0.00	000000	0/00/00	350.00
		** TOTALS **	658.93	0.00			658.93
01-025020	JOHN DEERE FINANCIAL	#35 FILTERS	73.62	73.62-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	MOWER REPAIR PARTS	12.32	12.32-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	OIL AND FILTERS	72.09	72.09-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS	31.76	31.76-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS	7.80	7.80-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	BULB FOR UNIT #34	30.70	30.70-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	65.83	65.83-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	#32 - FILTER	14.10	14.10-	122186	9/23/21	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	3.36	3.36-	122186	9/23/21	0.00

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	311.58	311.58-			0.00
01-002262 K M INTERNATIONAL		SUPPLIES	21.06	0.00	000000	0/00/00	21.06
		** TOTALS **	21.06	0.00			21.06
01-003847 KATHY J. WILSON		PROGRAM PRESENTATION	235.00	235.00-	122171	9/23/21	0.00
		** TOTALS **	235.00	235.00-			0.00
01-001345 KELTEK INCORPORATED		MAGNETIC MOUNTS	68.88	0.00	000000	0/00/00	68.88
		** TOTALS **	68.88	0.00			68.88
01-014815 KEYSTONE LABORATORIES		MONTHLY BAC-T/FLUORIDE	137.50	0.00	000000	0/00/00	137.50
		** TOTALS **	137.50	0.00			137.50
01-014940 KITT PLBG. AND HTG. INC.		SEWER MAINTENANCE	374.00	374.00-	122118	9/15/21	0.00
		** TOTALS **	374.00	374.00-			0.00
01-002440 LIBRARY IDEAS LLC		VOX BOOKS	2,105.50	2,105.50-	122162	9/23/21	0.00
		** TOTALS **	2,105.50	2,105.50-			0.00
01-002986 LINDA J. MC CANN		PROGRAM AND BOOK	120.00	120.00-	122164	9/23/21	0.00
		** TOTALS **	120.00	120.00-			0.00
01-003481 MARCO TECHNOLOGIES LLC		COPIER CONTRACT	131.01	0.00	000000	0/00/00	131.01
		** TOTALS **	131.01	0.00			131.01
01-001193 MARKET ON 30		SRP SUPPLIES	17.08	17.08-	122156	9/23/21	0.00
		** TOTALS **	17.08	17.08-			0.00
01-017133 MASTERCARD		POSTERS/BOOKMARKS/SUBSCRIPTION	281.18	281.18-	122177	9/23/21	0.00
01-017133 MASTERCARD		SUPPLIES	604.80	604.80-	122178	9/23/21	0.00
01-017133 MASTERCARD		APWA EXPO - ST. LOUIS	883.96	883.96-	122179	9/23/21	0.00
01-017133 MASTERCARD		ICMA CONFERENCE & SUPPLIES	328.38	328.38-	122180	9/23/21	0.00
01-017133 MASTERCARD		ADOBE SOFTWARE/REGISTRATION	189.99	189.99-	122181	9/23/21	0.00
01-017133 MASTERCARD		UNIFORMS AND SUPPLIES	244.95	244.95-	122182	9/23/21	0.00
		** TOTALS **	2,533.26	2,533.26-			0.00
01-003461 MERCHANT SERVICES		IN-OFFICE CC PROCESSING FEES	160.11	160.11-	000000	9/16/21	0.00
01-003461 MERCHANT SERVICES		ONLINE CC PROCESSING FEES	616.24	616.24-	000000	9/16/21	0.00
		** TOTALS **	776.35	776.35-			0.00
01-003718 MIDWEST MUNICIPAL CONSULT		EXECUTIVE SEARCH	2,937.82	0.00	000000	0/00/00	2,937.82
		** TOTALS **	2,937.82	0.00			2,937.82

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-017585	MIDWEST WHOLESALE	SPRAY FOAM	52.00	0.00	000000	0/00/00	52.00
		** TOTALS **	52.00	0.00			52.00
01-003226	MIKE KILLEEN	STEEL TOED WORK BOOTS	144.44	144.44-	122112	9/15/21	0.00
		** TOTALS **	144.44	144.44-			0.00
01-002596	MOHR SAND GRAVEL & CONSTR	#3 GRADATION ROCK	2,307.98	0.00	000000	0/00/00	2,307.98
		** TOTALS **	2,307.98	0.00			2,307.98
01-018408	NAPA AUTO PARTS	AIR FRESHNER	13.96	0.00	000000	0/00/00	13.96
01-018408	NAPA AUTO PARTS	SNOWBLOWER REPAIR PARTS	35.47	0.00	000000	0/00/00	35.47
01-018408	NAPA AUTO PARTS	HOSE	16.98	0.00	000000	0/00/00	16.98
01-018408	NAPA AUTO PARTS	BATTERIES	222.53	0.00	000000	0/00/00	222.53
		** TOTALS **	288.94	0.00			288.94
01-003263	NETBANX	REC EFT PROCESSING FEES	88.94	88.94-	000000	9/16/21	0.00
		** TOTALS **	88.94	88.94-			0.00
01-001301	NEW COOPERATIVE INC	CHEMICALS FOR GROUNDS	528.69	528.69-	122107	9/15/21	0.00
		** TOTALS **	528.69	528.69-			0.00
01-003846	NOAH KRUSE	NUISANCE - 727 N COURT ST	40.00	0.00	000000	0/00/00	40.00
01-003846	NOAH KRUSE	NUISANCE - 313 W 9TH ST	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	100.00	0.00			100.00
01-019135	NOVA FITNESS EQUIPMENT	TREADMILL REPAIRS	276.25	0.00	000000	0/00/00	276.25
		** TOTALS **	276.25	0.00			276.25
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	385.88	385.88-	122138	9/15/21	0.00
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	505.60	505.60-	122138	9/15/21	0.00
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	279.66	279.66-	122138	9/15/21	0.00
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	113.60	113.60-	122138	9/15/21	0.00
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	717.38	717.38-	122138	9/15/21	0.00
		** TOTALS **	2,002.12	2,002.12-			0.00
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	26.01	0.00	000000	0/00/00	26.01
		** TOTALS **	26.01	0.00			26.01
01-020400	ORIENTAL TRADING COMPANY	PROGRAM SUPPLIES	181.28	181.28-	122183	9/23/21	0.00
		** TOTALS **	181.28	181.28-			0.00
01-002219	OVERDRIVE INC	DATABASE	2,118.54	2,118.54-	122160	9/23/21	0.00
		** TOTALS **	2,118.54	2,118.54-			0.00

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UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-003210	PATRICK MC CARTY	WORK COMP MILEAGE	399.84	399.84-	122111	9/15/21	0.00
		** TOTALS **	399.84	399.84-			0.00
01-000169	PERRY JOHNSON	MILEAGE - INSPECTIONS	128.24	0.00	000000	0/00/00	128.24
		** TOTALS **	128.24	0.00			128.24
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL LICENSE	67.76	0.00	000000	0/00/00	67.76
		** TOTALS **	67.76	0.00			67.76
01-001136	R & R SEPTIC SERVICE INC	SEPTIC REPAIRS	45.00	45.00-	122106	9/15/21	0.00
		** TOTALS **	45.00	45.00-			0.00
01-009870	RACCOON VALLEY ELECTRIC C	AUGUST ELECTRIC SERVICE	939.74	939.74-	122117	9/15/21	0.00
01-009870	RACCOON VALLEY ELECTRIC C	AIR METHOD ELECTRIC SERVICE	29.45	29.45-	122117	9/15/21	0.00
		** TOTALS **	969.19	969.19-			0.00
01-000490	RANDALL M. KRAUEL	APWA EXPO 2021	553.76	553.76-	122105	9/15/21	0.00
		** TOTALS **	553.76	553.76-			0.00
01-003137	RDG PLANNING & DESIGN	REC CENTER BLDG IMPROVEMENTS	34,347.84	0.00	000000	0/00/00	34,347.84
		** TOTALS **	34,347.84	0.00			34,347.84
01-023815	REGION XII COG	HOUSING GRANT #11	5,066.00	5,066.00-	122184	9/23/21	0.00
01-023815	REGION XII COG	HOUSING REHAB GRANT #10	16,263.00	16,263.00-	122185	9/23/21	0.00
		** TOTALS **	21,329.00	21,329.00-			0.00
01-003785	RICK PEUGH	MILEAGE - RENTAL INSPECTIONS	34.94	0.00	000000	0/00/00	34.94
		** TOTALS **	34.94	0.00			34.94
01-024905	SAFETY-KLEEN CORP.	SUPPLIES	259.09	0.00	000000	0/00/00	259.09
		** TOTALS **	259.09	0.00			259.09
01-003528	SCHAEFFER MANUFACTURING C	GREASE	540.24	0.00	000000	0/00/00	540.24
		** TOTALS **	540.24	0.00			540.24
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	5.56	5.56-	122187	9/23/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	28.24	28.24-	122187	9/23/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	1.50	1.50-	122187	9/23/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	2.50	2.50-	122187	9/23/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	209.95	209.95-	122187	9/23/21	0.00
01-025880	STONE PRINTING CO.	DISCONNECT ENVELOPES	369.23	0.00	000000	0/00/00	369.23
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	9.99	9.99-	122187	9/23/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	23.98	23.98-	122187	9/23/21	0.00

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
PARTIALLY ITEMS DATES:	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021
UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	29.98	0.00	000000	0/00/00	29.98
		** TOTALS **	690.92	281.72-			409.20
01-025935	SUBWAY	PARK & REC INTERVIEWS	79.98	0.00	000000	0/00/00	79.98
		** TOTALS **	79.98	0.00			79.98
01-001705	TITAN MACHINERY	#33 REPAIRS	483.39	0.00	000000	0/00/00	483.39
		** TOTALS **	483.39	0.00			483.39
01-026940	TOYNE INC.	PLATFORM RELIEF VALVE REPAIRS	518.55	0.00	000000	0/00/00	518.55
		** TOTALS **	518.55	0.00			518.55
01-027060	TREASURER OF IOWA	AUGUST SALES TAX	16,298.00	16,298.00-	000000	9/16/21	0.00
01-027060	TREASURER OF IOWA	9/1-9/15/2021 SALES TAX	422.00	422.00-	000000	9/20/21	0.00
		** TOTALS **	16,720.00	16,720.00-			0.00
01-027092	TRUE PITCH INC	FLEX-A-CLAY	982.64	0.00	000000	0/00/00	982.64
		** TOTALS **	982.64	0.00			982.64
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/11/2021	47.98	47.98-	122188	9/23/21	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/4/2021	15.45	15.45-	122120	9/15/21	0.00
		** TOTALS **	63.43	63.43-			0.00
01-028814	VAN METER COMPANY, THE	WELL LUBE LINE SOLENOID	739.73	0.00	000000	0/00/00	739.73
		** TOTALS **	739.73	0.00			739.73
01-029009	VESSCO INC.	PUMP KIT AND SUPPLIES	2,267.51	0.00	000000	0/00/00	2,267.51
01-029009	VESSCO INC.	OPERATING SUPPLIES	1,296.00	0.00	000000	0/00/00	1,296.00
01-029009	VESSCO INC.	OPERATING SUPPLIES	167.23	0.00	000000	0/00/00	167.23
01-029009	VESSCO INC.	OPERATING SUPPLIES	429.71	0.00	000000	0/00/00	429.71
01-029009	VESSCO INC.	OPERATING SUPPLIES	55.39	0.00	000000	0/00/00	55.39
01-029009	VESSCO INC.	OPERATING SUPPLIES	29.95	0.00	000000	0/00/00	29.95
		** TOTALS **	4,245.79	0.00			4,245.79
01-003377	WELLMARK BLUE CROSS/BLUE	OCT. HEALTH INSURANCE PREMIUMS	43,033.94	43,033.94-	122168	9/23/21	0.00
		** TOTALS **	43,033.94	43,033.94-			0.00
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY SYSTEM REPAIRS	615.46	615.46-	122108	9/15/21	0.00
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY SYSTEM REPAIRS	59.43	59.43-	122108	9/15/21	0.00
		** TOTALS **	674.89	674.89-			0.00
01-002762	WITTROCK ELECTRIC LLC	AIR METHODS ELECTRICAL REMOVAL	1,851.07	1,851.07-	122109	9/15/21	0.00
		** TOTALS **	1,851.07	1,851.07-			0.00

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UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-030355	WITTROCK MOTOR CO.	AUGUST CAR RENTAL	349.00	349.00-	122121	9/15/21	0.00
		** TOTALS **	349.00	349.00-			0.00
01-003839	WOOD ROOFING COMPANY INC	REC CENTER ROOF REPAIRS	1,077.25	0.00	000000	0/00/00	1,077.25
		** TOTALS **	1,077.25	0.00			1,077.25
01-003291	WORLDPAY INTEGRATED PAYME	AUG. PROCESSING FEES	29.95	29.95-	000000	9/16/21	0.00
		** TOTALS **	29.95	29.95-			0.00
01-003307	WORLDPAY INTEGRATED PAYME	AUG. ONLINE CC PROCESSING	131.05	131.05-	000000	9/16/21	0.00
01-003307	WORLDPAY INTEGRATED PAYME	AUG IN-OFFICE CC PROCESSING	169.71	169.71-	000000	9/16/21	0.00
01-003307	WORLDPAY INTEGRATED PAYME	AUG. CC PROCESSING FEES	504.85	504.85-	000000	9/16/21	0.00
		** TOTALS **	805.61	805.61-			0.00
01-000386	ZIMCO SUPPLY CO	HERBICIDE	1,670.00	0.00	000000	0/00/00	1,670.00
01-000386	ZIMCO SUPPLY CO	FUNGICIDE	417.30	0.00	000000	0/00/00	417.30
		** TOTALS **	2,087.30	0.00			2,087.30
01-003722	iSOLVED BENEFIT SERVICES	AUG. HRA CHECKS	6,952.32	6,952.32-	000000	9/16/21	0.00
01-003722	iSOLVED BENEFIT SERVICES	AUG HRA & FLEX SPENDING FEES	266.20	266.20-	000000	9/16/21	0.00
		** TOTALS **	7,218.52	7,218.52-			0.00

\* Payroll Expense 179,554.85

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UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	372,300.11	372,300.11CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	96,910.74	0.00	96,910.74
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	469,210.85	372,300.11CR	96,910.74

U N P A I D   R E C A P

UNPAID INVOICE TOTALS	97,303.27
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	392.53CR
** UNPAID TOTALS **	96,910.74

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UNPAID ITEMS DATES :		9/10/2021 THRU 9/23/2021	9/10/2021 THRU 9/23/2021

FUND TOTALS

001	GENERAL FUND	117,339.43
010	HOTEL/MOTEL TAX	29.59
110	ROAD USE TAX FUND	11,763.07
121	LOCAL OPTION SALES TAX	4,905.00
125	U.R. DOWNTOWN S.R.	8,537.23
178	CRIME PREV/SPEC PROJECTS	351.59
304	C.P. STREETS	210.00
313	C.P. - REC CENTER BLDG	34,347.84
350	C.P. - HOUSING FUND	21,329.00
600	WATER UTILITY FUND	28,794.19
602	WATER UTILITY CAP. IMP.	830.00
610	SEWER UTILITY FUND	10,492.80
620	STORM WATER UTILITY	571.00
850	MEDICAL INSURANCE FUND	50,155.26
	* PAYROLL EXPENSE	179,554.85

GRAND TOTAL	469,210.85
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# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**TO:** Mike Pogge-Weaver, City Manager

**FROM:** Brad Burke, Chief of Police

**DATE:** September 23, 2021

**RE:** Renewal of License

The following establishment has applied for renewal of license:

Bloomer's  
1235 Plaza Drive  
Class "C" Liquor License with Sunday Sales

**RECOMMENDATION:** Council consideration and approval of this application.

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MPW*

**FROM:** Jack Wardell, Director of Parks and Recreation *JW*

**DATE:** September 22, 2021

**SUBJECT:** Carroll Recreation Center Fees – Proposed Rates

The last time memberships were raised was January 1, 2021. As personnel, services, and capital costs are steadily increasing memberships should see a moderate increase. Below is the recommendation of the staff.

At their regularly scheduled City Council meeting on September 13, 2021, City Council members wanted public input and more information before a decision would be made on the first reading of the ordinance.

## CITY OF CARROLL RESIDENTS

<u>MEMBERSHIP - ANNUAL</u>	<u>CURRENT</u>	<u>PROPOSED INCREASE</u>
<b>Family</b>	\$474.00	\$509.00
<b>Single Parent</b>	\$420.00	\$451.00
<b>Adult</b>	\$240.00	\$258.00
<b>Senior</b> (62yo & older)	\$216.00	\$232.00
<b>Senior Couple</b> (62yo & older-one person)	\$378.00	\$406.00
<b>College Student</b>	\$216.00	\$232.00
<b>Youth</b> (18yo & younger)	\$168.00	\$180.00
<b>24-hour Access – per member</b> (added to above membership)	\$120.00	\$120.00

**NON-CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP - ANNUAL</u></b>	<b><u>CURRENT</u></b>	<b><u>PROPOSED INCREASE</u></b>
<b>Family</b>	\$498.00	\$535.00
<b>Single Parent</b>	\$441.00	\$474.00
<b>Adult</b>	\$252.00	\$270.00
<b>Senior</b> (62yo & older)	\$227.00	\$244.00
<b>Senior Couple</b> (62yo & older-one person)	\$397.00	\$426.00
<b>College Student</b>	\$227.00	\$244.00
<b>Youth</b> (18yo & younger)	\$177.00	\$190.00
<b>24-hour Access – per member</b> (added to above membership)	\$126.00	\$126.00

**CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP – 30 DAY</u></b>	<b><u>CURRENT</u></b>	<b><u>PROPOSED</u></b>
<b>Family</b> <i>Income Based</i>	\$52.00 \$19.75	\$54.00 \$20.50
<b>Single Parent</b> <i>Income Based</i>	\$49.00 \$17.50	\$51.00 \$18.25
<b>Adult</b> <i>Income Based</i>	\$33.00 \$10.00	\$35.00 \$10.50
<b>Senior</b> (62yo & older) <i>Income Based</i>	\$31.00 \$9.00	\$33.00 \$9.50
<b>Senior Couple</b> (62yo & older-one person) <i>Income Based</i>	\$47.00 \$15.75	\$49.00 \$16.50
<b>College Student</b> <i>Income Based</i>	\$31.00 \$9.00	\$33.00 \$9.50
<b>Youth</b> (18yo & younger) <i>Income Based</i>	\$25.00 \$7.00	\$27.00 \$7.50
<b>24-hour Access – per member</b> <i>Income Based</i> (added to above membership)	\$20.00 \$20.00	\$20.00 \$20.00

**NON-CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP – 30 DAY</u></b>	<b><u>CURRENT</u></b>	<b><u>PROPOSED</u></b>
<b>Family</b>	\$55.00	\$57.00
<b>Single Parent</b>	\$52.00	\$54.00
<b>Adult</b>	\$35.00	\$37.00
<b>Senior</b> <b>(62yo &amp; older)</b>	\$33.00	\$35.00
<b>Senior Couple</b> <b>(62yo &amp; older-one person)</b>	\$50.00	\$52.00
<b>College Student</b>	\$33.00	\$35.00
<b>Youth</b> <b>(18yo &amp; younger)</b>	\$27.00	\$29.00
<b>24-hour Access – per member</b> <b>(added to above membership)</b>	\$26.00	\$26.00

All other miscellaneous fees (including the daily admission rates) will remain the same.

If new rates are approved the recommendation would be to have the effective date be January 1, 2022. This would allow staff time to inform the monthly auto-pay members of the new rates by mailing out postcards with the new rates.

**RECOMMENDATION:** Mayor and Council consideration, introduction and adoption of the Ordinance Amending Carroll Recreation Fees and Charges 114.03.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY OF CARROLL'S RECREATION CENTER FEES  
AND CHARGES

BE IT enacted by the City Council of the City of Carroll, Iowa;

SECTION 1. The City Council for the City of Carroll, Iowa, repeals Chapter 114.03 of the Carroll City Code and is replaced with the following:

**CARROLL RECREATION CENTER FEES & CHARGES**  
(Effective January 1, 2022)

**CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP - ANNUAL</u></b>	<b><u>FEE</u></b>
<b>Family</b>	\$509.00
<b>Single Parent</b>	\$451.00
<b>Adult</b>	\$258.00
<b>Senior</b> (62yo & older)	\$232.00
<b>Senior Couple</b> (62yo & older-one person)	\$406.00
<b>College Student</b>	\$232.00
<b>Youth</b> (18yo & younger)	\$180.00
<b>24-hour Access – per member</b> (added to above membership)	\$120.00

**NON-CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP - ANNUAL</u></b>	<b><u>FEE</u></b>
<b>Family</b>	\$535.00
<b>Single Parent</b>	\$474.00
<b>Adult</b>	\$270.00
<b>Senior</b> (62yo & older)	\$244.00
<b>Senior Couple</b> (62yo & older-one person)	\$426.00
<b>College Student</b>	\$244.00
<b>Youth</b> (18yo & younger)	\$190.00
<b>24-hour Access – per member</b> (added to above membership)	\$126.00

**CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP – 30 DAY</u></b>	<b><u>FEE</u></b>
<b>Family</b>	\$54.00
<i>Income Based</i>	\$20.50
<b>Single Parent</b>	\$51.00
<i>Income Based</i>	\$18.25
<b>Adult</b>	\$35.00
<i>Income Based</i>	\$10.50
<b>Senior</b>	\$33.00
(62yo & older)	\$9.50
<i>Income Based</i>	
<b>Senior Couple</b>	\$49.00
(62yo & older-one person)	\$16.50
<i>Income Based</i>	
<b>College Student</b>	\$33.00
<i>Income Based</i>	\$9.50
<b>Youth</b>	\$27.00
(18yo & younger)	\$7.50
<i>Income Based</i>	
<b>24-hour Access – per member</b>	\$20.00
<i>Income Based</i>	\$20.00
(added to above membership)	

**NON-CITY OF CARROLL RESIDENTS**

<b><u>MEMBERSHIP – 30 DAY</u></b>	<b><u>FEE</u></b>
<b>Family</b>	\$57.00
<b>Single Parent</b>	\$54.00
<b>Adult</b>	\$37.00
<b>Senior</b>	\$35.00
(62yo & older)	
<b>Senior Couple</b>	\$52.00
(62yo & older-one person)	
<b>College Student</b>	\$35.00
<b>Youth</b>	\$29.00
(18yo & younger)	
<b>24-hour Access – per member</b>	\$26.00
(added to above membership)	

## MISCELLANEOUS

<u>TYPE</u>	<u>FEE</u>
<b>Daily Admission</b>	
Youth (5yo – 18yo)	\$6.00
Adult	\$9.00
4yo & younger	One (1) free per one paying adult
<b>Group Rate</b> (10 people or more)	\$4.00 youth \$7.50 adult
<b>Unlimited Fitness Pass</b> (Annual)	\$420.00 (member) \$750.00 (non-member)
<b>Fitness Punch Card</b> (10 punches)	\$40.00 (member) \$50.00 (non-member)
<b>Flex &amp; Stretch</b>	(member)
<b>Aquasthenics</b>	\$20.00/month/class
<b>Stretch &amp; Strengthen</b>	\$25.00 10-punch card
<b>Afternoon Aqua</b>	(non-member) \$30.00/month/class \$35.00 10-punch card

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

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

\_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Laura A. Schaefer, City Clerk

	F.Y. 11-12	F.Y.12-13	F.Y.13-14	F.Y.14-15	F.Y.15-16	F.Y. 16-17	F.Y. 17-18	F.Y. 18-19	F.Y. 19-20	F.Y.20-21
Total Revenue	\$377,582	\$385,699	\$387,629	\$374,911	\$406,822	\$396,286	\$435,347	\$447,635	\$387,754	\$363,293
Personnel	\$294,656	\$280,268	\$308,931	\$261,831	\$323,182	\$353,319	\$388,057	\$372,231	\$362,919	\$311,803
Services & Commodities	\$215,331	\$233,183	\$243,360	\$248,382	\$295,680	\$334,565	\$231,426	\$233,601	\$264,062	\$254,539
Capital Outlay	\$17,955	\$11,558	\$54,539	\$51,175	\$73,233	\$58,670	\$47,432	\$85,582	\$14,483	\$30,280
Total Expenditures	\$527,942	\$525,009	\$606,830	\$561,388	\$692,095	\$746,554	\$666,915	\$691,414	\$641,464	\$596,622
Revenue over/(under) expenditures	\$ (150,360)	\$ (139,310)	\$ (219,201)	\$ (186,477)	\$ (285,273)	\$ (350,268)	\$ (231,568)	\$ (243,779)	\$ (253,710)	\$ (233,329)
Rate increase history	1/1/2012	2/1/2013		7/1/2016			11/1/2018		1/1/2021	
Approximately	5%	5%		5%			5%		5%	
Memberships	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Total Membership Revenue	\$278,993	\$290,982	\$298,484	\$295,088	\$301,462	\$302,337	\$337,412	\$356,763	\$313,774	\$304,552
% of Revenue	73.89%	75.44%	77.00%	78.71%	74.10%	76.29%	77.50%	79.70%	80.92%	83.83%

# City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**MEMO TO:** Mike Pogge-Weaver, City Manager *WSPW*

**FROM:** Brad Burke, Chief of Police *BB*

**DATE:** September 21, 2021

**SUBJECT:** Carroll City Ordinance Chapter 69.08(47) amendment

Chapter 69 of the Carroll City Code deals with Parking Regulations and specifically 69.08(47) deals with parking on Walnut Street. The city received a request from the resident at 212 S Walnut Street to review the parking in the 200 block of S Walnut Street. The request specifically asked for the parking restriction to be removed on the west side of the road. On September 10, 2021, I sent a letter to the residences of the 200 block of S Walnut Street about the request and asking for feedback on parking in that area. I received two messages in support of removing parking, one undecided, and one against parking removal. Review was completed with City Engineer Randy Krauel who feels that removing parking on the west side in the 200 block of S Walnut would not present any issues.

A review of the City Code found that parking between Bluff and First Street on the east side was not addressed but currently signage is in place restricting parking. It was also found that a no parking sign here to corner sign is placed just south of First Street but no code to support the signage. The attached ordinance addresses these issues while also removing the no parking restriction on the west side of the road on Walnut Street between Bluff and Anthony Street.

**RECOMMENDATION:** Council consideration and discussion of the ordinance change amendment to Chapter 69.08, subsection 47 of the City of Carroll Ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES

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

SECTION 1. Chapter 69, Section 08, Subsection 47, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is repealed and the following is adopted in lieu thereof:

69.08(47)

Walnut Street.

A. "No Parking This Side."

(1) From Fifth Street to U.S. Highway 30 - west side only.

(2) From First to Third Street - west side only.

(3) From First Street to S. Clark Street - east side only.

B. "No Parking Here To Corner."

(1) From centerline of First Street to 50 feet south of centerline of First Street – west side only.

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

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

\_\_\_\_\_  
Eric P Jensen., Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**MEMO TO:** Mike Pogge-Weaver, City Manager *WJPW*

**FROM:** Brad Burke, Chief of Police *BB*

**DATE:** September 23, 2021

**SUBJECT:** Consent of Council pursuant to Code of Ordinances 41.10 for Wendl's Weapons LLC

The City of Carroll has approved a resolution which expires on 10/25/2021 for Wendl's Weapons, LLC, for discharge of firearms within the city of Carroll.

City Ordinance 41.10 reads:

#### **41.10 DISCHARGING WEAPONS.**

1. It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns, or other firearms of any kind within the City limits except by written consent of the Council.
2. No person shall intentionally discharge a firearm in a reckless manner.

During these two years, the police department has received no complaints from neighboring businesses on noise or any other issues.

The code requires that Wendl's Weapons, LLC receive written consent from the City Council to allow discharge of firearms within the City limits. This consent would allow for the continued discharging of firearms in the indoor firing range at Wendl's Weapons and owned by Mr. Wendl's LLC. I propose that this consent be granted permanently to Wendl's Weapons, LLC. If the business is sold, consent would not be transferable.

**RECOMMENDATION:** Council consideration and recommendation to grant a permanent, non-assignable consent to allow the discharge of firearms to Wendl's Weapons, LLC for the specific purpose of an indoor firing range located at 810 E Highway 30, Carroll, Iowa.

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION GRANTING A PERMANENT NON-ASSIGNABLE CONSENT TO WENDL'S WEAPONS LLC TO DISCHARGE FIREARMS WITHIN ITS INDOOR FIRING RANGE LOCATED AT 810 E HIGHWAY 30, CARROLL, IOWA**

**WHEREAS** , Wendl's Weapons LLC has been in business since October 25, 2019, with an indoor firearms shooting range within the City of Carroll; and

**WHEREAS**, City Ordinance 41.10 requires written consent of the City Council to discharge firearms within the City of Carroll; and

**WHEREAS**, This consent is contingent upon all State and Federal permits and/or licenses being obtained by Wendl's Weapon LLC allowing an indoor firing range; and

**WHEREAS**, It is determined that permanent consent is reasonable due to continued operation with no complaints; and

**NOW THEREFORE BE IT RESOLVED**, that Wendl's Weapons LLC is hereby granted permanent, non-assignable consent, to discharge firearms within its indoor firing range located at 810 E Highway 30, Carroll, Iowa; and

**BE IT FURTHER RESOLVED**, that this consent is contingent upon Wendl's Weapons, LLC maintaining all required State and federal permits and/or licenses for the indoor firing range; and

**BE IT FURTHER RESOLVED**, that this consent is non-transferable upon sale of Wendl's Weapons, LLC.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 27<sup>th</sup> day of September 2021.

CITY COUNCIL OF THE CITY OF  
CARROLL, IOWA

By \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

BY \_\_\_\_\_  
Laura Schaefer, City Clerk

Mike Wendl  
Wendl's Weapons LLC  
529 N East St  
Carroll, IA 51401  
w- 712-775-2338  
C- 515-321-4558

Carroll City Council,

I am asking for an exception to the current city ordinance that states no firearms may be discharged within city limits. I am proposing to build a 4,000 sq. ft. retail/classroom facility with an additional 2,600 sq. ft. 6 lane 25yd indoor shooting range. The proposed location would be on the East portion of the former Carroll Auto Salvage lot.

The proposed indoor shooting range would be encased in concrete making it virtually bullet proof as well as to help to dampen the report of the firearms being discharge. The ventilation would be 100% OSHA & EPA approved. For safety the range will be supervised 100% of the time with NRA Certified Range Safety Officers and CCTV.

This addition would help generate revenue in the Carroll community because of the need and interest of current Wendl's Weapons and Shooters Outlet's customers. We currently employ 5 full time employees and 6 part time employees between two stores. Our goal is to combine Wendl's Weapons in Carroll with Shooter's Outlet in Arcadia to make one entity.

We plan on being open 7 days a week. Our proposed times of operation would be:

Sunday	12-5
Monday	9-8
Tuesday	9-8
Wednesday	9-8
Thursday	9-8
Friday	9-8
Saturday	9-8

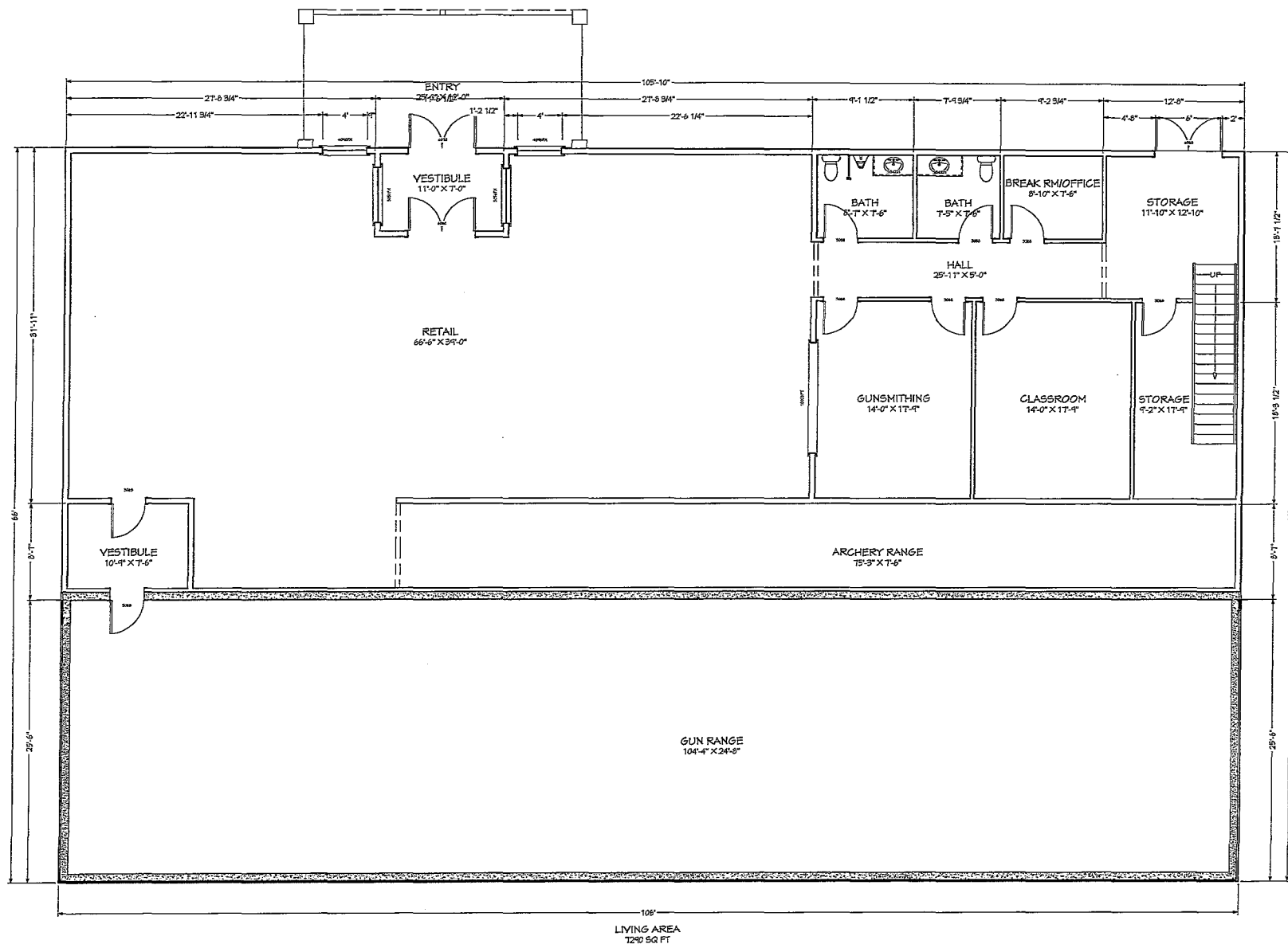
These hours are strictly proposed and may be adjusted to accommodate customer needs.

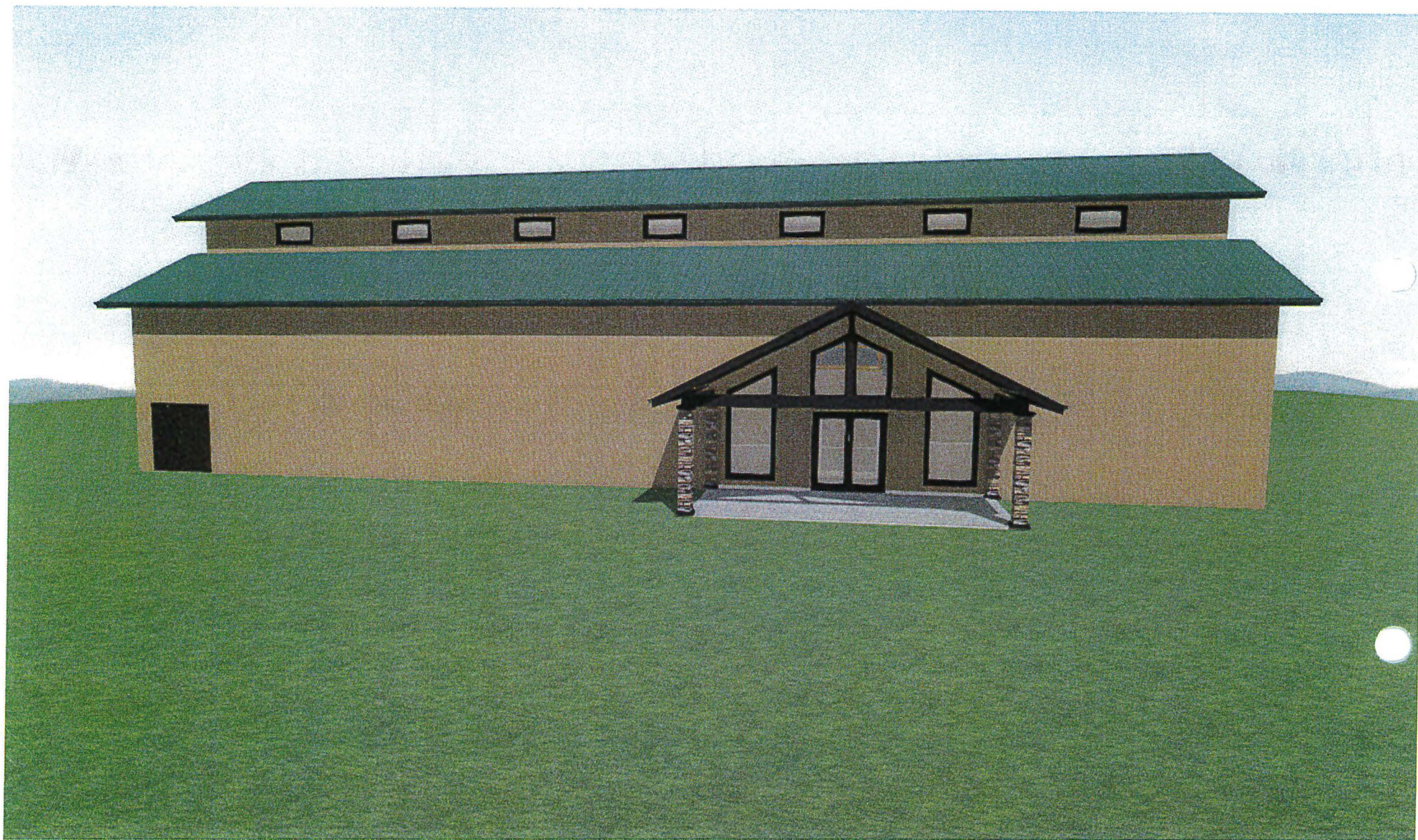
The building construction will help enhance the current area of Carroll and will help draw our current customer base of over 75 miles away to the Carroll community.

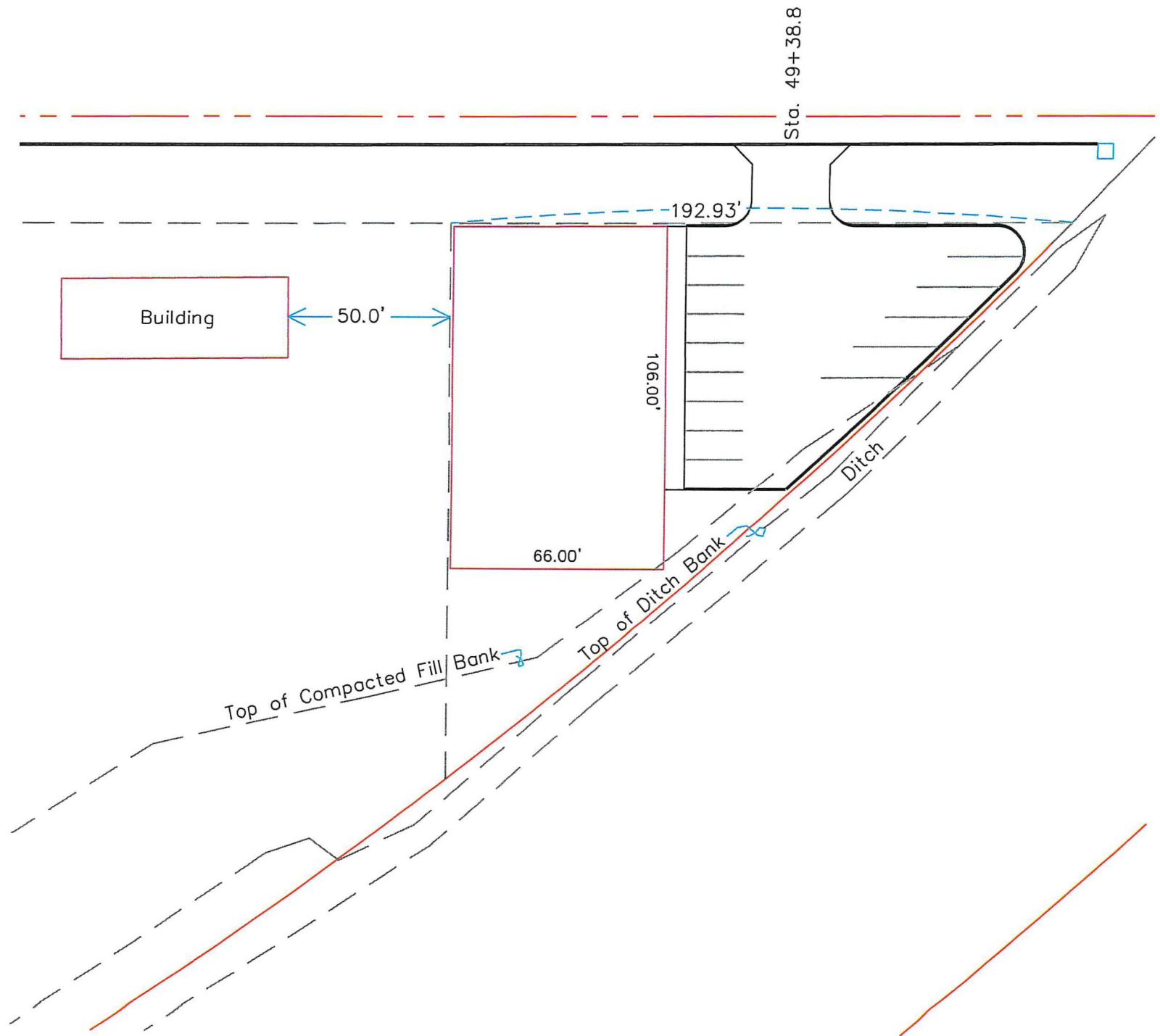
We hope that you take all these matters into consideration of your decision.

Thank you


Mike Wendl







## MEMO

FROM: David S. Bruner   
TO: Mayor and City Council  
DATE: September 22, 2021  
RE: Rowland Sale – 224 N. Main Street

### Background

On December 10, 2020, the City sold Rowland Real Estate, L.L.C. (Rowland) the old City hotel lots on contract for \$1,000, subject to conditions. Rowland has paid the purchase price and has begun some preliminary dirt work on the lots. The primary conditions still outstanding as required by the real estate contract are:

- d. Redevelopment of this property shall begin within 9 months of the date of this Real Estate Contract or date otherwise approved by the Seller and Buyer and must be completed within 18 months of the date of this real estate contract.
- f. The Buyer agrees to construct a 4-plex with detached garages and agrees to add architectural details to the proposed unit including the addition of small dormers above the front entry doors and off set north and south units 3 feet in front of the middle units. Final design must be presented to and shall be approved by the City Manager prior to the start of construction.

Recently, Rowland's lender contacted the City to determine if Rowland could receive the Deed to the property, so the lender could then obtain the first mortgage lien on the property and begin financing Rowland's development of this lot.

It was then determined that signing a Property Development Agreement at the same time the Deed would be delivered to Rowland, would preserve the City's conditions for development originally set out in the real estate contract. In addition, the Deed to Rowland would contain the City's conditions and establish that ownership is subject thereto.

Also, the lender has agreed to include all of the City's conditions in its lending agreements.

The lender has further asked the City to subordinate the Property Development Agreement to their mortgage, to assure the lender would have a first mortgage lien on the property.

### Recommendation

Council consideration of Property Development Agreement and Subordination of the Property Development Agreement to the lender and approve both Resolutions.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING PROPERTY  
DEVELOPMENT AGREEMENT**

WHEREAS, the city has sold its interest in real estate legally described as:

Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37, Second  
Addition to the City of Carroll, Carroll County, Iowa

by Real Estate Contract, dated December 10, 2020, and filed December 28, 2020, in Book 2020  
at Page 4475; and

WHEREAS, the above-stated Contract conveyed the real estate to Rowland Real Estate  
L.L.C.; and

WHEREAS, for construction financing purposes, the City and Rowland Real Estate  
L.L.C. desire to enter into a Property Development Agreement, whereby the City would deliver a  
Deed to Rowland Real Estate L.L.C., while retaining its conditions as outlined in the above-  
stated Real Estate Contract, and

WHEREAS, the Council deems the proposed Property Development Agreement to be in  
the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the above-stated real estate be conveyed  
by Deed to Rowland Real Estate L.L.C. for good and valuable consideration including the  
imposition of the same conditions as required by the above mentioned Real Estate Contract dated  
December 10, 2020, and the Mayor and City Clerk are authorized to execute the deed on behalf  
of the City, and the above mentioned Property Development Agreement (attached hereto) is  
approved and the Mayor and City Clerk are authorized to execute on behalf of the City.

Passed and Approved this 27<sup>th</sup> day of September, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By \_\_\_\_\_  
Laura A. Schaefer, City Clerk

## PROPERTY DEVELOPMENT AGREEMENT

IT IS AGREED by the City of Carroll, (City) and Rowland Real Estate, L.L.C., (Rowland) as follows:

1. This Agreement is executed to facilitate Rowland's ability to finance the residential housing development to be built at 224 N. Main Street, Carroll, Iowa, and legally described as:

Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37, Second Addition to the City of Carroll, Carroll County, Iowa

The City's intent and requirements are to have this project developed, designed, constructed and completed in a good and workmanlike manner as a quality residential project in conformity with all building requirements and the project schedule.

2. The City and Rowland have executed a Real Estate Contract dated December 10, 2020 and filed for record December 28, 2020 as Instrument #2020-4475, with the Carroll County Recorder.

3. The above-stated Real Estate Contract is subject to and conditioned on the following:

- a. All tree removal, landscaping, surveying or other work desired by the Buyer shall be the sole responsibility of the Buyer.
- b. All unknown or unforeseen conditions shall be the sole responsibility of the Buyer.
- c. The Buyer shall keep this property free of garbage, debris, junk, refuse, old building materials, abandoned, non-operational, or junk vehicles, appliances and household furnishings. The yard must be maintained continuously in a healthy and safe condition.
- d. Redevelopment of this property shall begin within 9 months of the date of this Real Estate Contract or date otherwise approved by the Seller and Buyer and must be completed within 18 months of the date of this Real Estate Contract.
- e. All proposed work and construction requiring permits in accordance with the codes adopted by the City of Carroll must be secured by a licensed registered contractor who is currently registered with the City of Carroll.
- f. The Buyer agrees to construct a 4-plex with detached garages and agrees to add architectural details to the proposed unit including the addition of small dormers above the front entry doors and off set north and south units 3 feet in front of the middle units. Final design must be presented to and shall be approved by the City Manager prior to the start of construction.

4. It is the intent of the parties to facilitate financing of Rowland for the construction herein and also to retain the integrity and enforceability of the conditions placed upon Rowland in the above-stated Real Estate Contract.

5. Upon execution of this Agreement, the City shall transfer by Deed the above-described real estate to Rowland, which transfer shall be subject to the conditions set forth in paragraph 3 herein. In addition to this Agreement, the Deed will set out the above-mentioned conditions on the face of the Deed.

6. If Rowland fails to meet each and every condition stated herein and on the Deed, and after a 30-day notice to cure, it agrees to transfer ownership back to the City, upon the City's demand, with all costs of transferring to be assumed and paid for in full by Rowland.

7. Unless sooner terminated, the terms of this Agreement shall continue until July 31, 2022. If so satisfied by July 31, 2022, the City shall deliver in writing proof of full satisfaction of this Agreement, as it may be requested by Rowland.

8. The exercise of one or more rights and remedies under this Agreement by the City shall not preclude the exercise of any other right or remedy at law, or in equity.

9. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by Force Majeure.

10. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required under this Agreement shall be in writing and delivered to the other party at the address below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered U.S. Mail, signature required and postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m., CDT on a business day and the original also sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To City: City of Carroll  
Attn: Mike Pogge-Weaver  
627 N. Adams Street  
Carroll, IA 51401

To Rowland: Andy Rowland  
15920 Hickman Road, Suite 400  
P.O. Box 422  
Clive, IA 50325

11. Rowland may not assign or delegate any of its rights, obligations or responsibilities hereunder without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion. Any purported assignments or delegation in violation of this Agreement shall be null and void. No assignment or delegation shall relieve Rowland of any of its obligations or responsibilities hereunder.

12. This Agreement, together with the Real Estate Contract and Deed, constitute the sole and entire agreement of the parties and supersedes all prior agreements and representations, both written and oral.

13. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

14. Rowland shall instruct Peoples Bank in Jefferson, Iowa, to include all the terms contained herein in its financial agreements, including the mortgage, taken on the above-mentioned real estate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

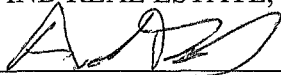
Dated: ~~August~~ <sup>September</sup> 1, 2021.

CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

By: \_\_\_\_\_  
Laura A. Schaefer, Clerk

ROWLAND REAL ESTATE, L.L.C.

By:   
Andrew E. Rowland, Manager

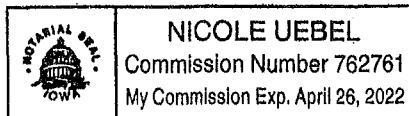
STATE OF IOWA, COUNTY OF CARROLL

This record was acknowledged before me on August \_\_\_\_\_, 2021, by Eric P. Jensen and Laura A. Schaefer, Mayor and City Clerk of the City of Carroll, Iowa

\_\_\_\_\_  
Signature of Notary Public

STATE OF IOWA, COUNTY OF Greene

This record was acknowledged before me on ~~August~~ <sup>September</sup> 1<sup>st</sup>, 2021, by Andrew E. Roland, Manager of Rowland Real Estate, L.L.C.



  
Signature of Notary Public

Prepared and return to: David S. Bruner, 225 E 7th, Carroll, IA 51401 712-792-3480  
Taxes to: Rowland Real Estate LLC, 15920 Hickman Road, Suite 400, PO BXO 422, Clive, IA 50325

### **DEED**

For the consideration of One Dollar (\$1.00) and other valuable consideration, **City of Carroll, Iowa**, does hereby Deed and transfer to **Rowland Real Estate L.L.C.**, all our right, title, interest, estate, claim and demand in the following described real estate in Carroll County, Iowa:

Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37, Second Addition to the City of Carroll, Carroll County, Iowa

Subject to the property development agreement signed by both the grantor and grantee herein, including the following conditions.

- a. All tree removal, landscaping, surveying or other work desired by the Buyer shall be the sole responsibility of the Buyer.
- b. All unknown or unforeseen conditions shall be the sole responsibility of the Buyer.
- c. The Buyer shall keep this property free of garbage, debris, junk, refuse, old building materials, abandoned, non-operational, or junk vehicles, appliances and household furnishings. The yard must be maintained continuously in a healthy and safe condition.
- d. Redevelopment of this property shall begin within 9 months of the date of this Real Estate Contract or date otherwise approved by the Seller and Buyer and must be completed within 18 months of the date of this Real Estate Contract.
- e. All proposed work and construction requiring permits in accordance with the codes adopted by the City of Carroll must be secured by a licensed registered contractor who is currently registered with the City of Carroll.
- f. The Buyer agrees to construct a 4-plex with detached garages and agrees to add architectural details to the proposed unit including the addition of small dormers above the front entry doors and off set north and south units 3 feet in front of the middle units. Final design must be presented to and shall be approved by the City Manager prior to the start of construction.

NO DECLARATION OF VALUE OR REAL ESTATE TRANSFER TAX REQUIRED  
PURSUANT TO SECTION 428.A.2(6) IOWA CODE (2021).

Dated: September 27, 2021

CITY OF CARROLL, IOWA

ATTEST

By \_\_\_\_\_  
Eric P. Jensen, Mayor

By \_\_\_\_\_  
Laura A. Schaefer, City Clerk

STATE OF IOWA, CARROLL COUNTY, ss

On this 27<sup>TH</sup> day of September, 2021, before me a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll; and that the instrument was signed on behalf of the City, by authority of its City Council, and that Eric P. Jensen and Laura A. Schaefer acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

\_\_\_\_\_  
Notary Public

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING SUBORDINATION OF  
PROPERTY DEVELOPMENT AGREEMENT**

WHEREAS, the city has sold its interest in real estate legally described as:

Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37, Second  
Addition to the City of Carroll, Carroll County, Iowa

by Real Estate Contract, dated December 10, 2020, and filed December 28, 2020, in Book 2020 at  
Page 4475; and

WHEREAS, the above-stated Contract conveyed the real estate to Rowland Real Estate  
L.L.C.; and

WHEREAS, for construction financing purposes, the City and Rowland Real Estate L.L.C.  
have entered into a Property Development Agreement, whereby the City will deliver a Deed to  
Rowland Real Estate L.L.C., while retaining its conditions as outlined in the above-stated Real  
Estate Contract; and

WHEREAS, Peoples Bank, Waukee, Iowa, the lender for this project, desires the City to  
subordinate the Property Development Agreement to its mortgage on the above property; and

WHEREAS, the Council deems the proposed subordination to be in the best interest of the  
City of Carroll, Iowa

NOW, THEREFORE, BE IT RESOLVED that the Subordination of the Property  
Development Agreement be approved and the Mayor and City Clerk are authorized to execute the  
Subordination of Property Development Agreement on behalf of the City.

Passed and Approved this 27<sup>th</sup> day of September, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By \_\_\_\_\_  
Laura A. Schaefer, City Clerk

Prepared by: Teri R. Rumley, Peoples Bank, 1185 SE University Ave., Waukee, IA 50263 515-327-7725  
Return to: Peoples Bank, 1185 SE University Ave., Waukee, IA 50263

### **SUBORDINATION OF Property Development Agreement**

---

WHEREAS, **City of Carroll** is the owner and holder of a **Property Development Agreement**, see attached **Exhibit A**, dated September 1, 2021, herein referred to as "Existing Agreement" on the following described Property:

Lot 9 and the South 11 feet of the West 68 feet of Lot 10, Block 37, Second Addition to the City of Carroll, Carroll County, Iowa

Property Address: 224 N Main Street, Carroll, Iowa

WHEREAS, **Rowland Real Estate L.L.C.**, as owner of said property desires to Finance the first lien on said property.

WHEREAS, **City of Carroll**, is willing to subordinate the "Existing Agreement" to the lien of Peoples Bank Mortgage dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ "New Mortgage",

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged **City of Carroll** hereby subordinates its "Existing Agreement" to the lien of the "New Mortgage", so that the "New Mortgage" will be prior in all respects and with regard to all funds advanced thereunder to the "Existing Agreement".

IN WITNESS WHEREOF, the said City of Carroll has executed this Subordination this 27<sup>th</sup> day of September, 2021.

CITY OF CARROLL, IOWA

By \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By \_\_\_\_\_  
Laura A. Schaefer, City Clerk

STATE OF IOWA, CARROLL COUNTY, ss

On this 27<sup>TH</sup> day of September, 2021, before me a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll; and that the instrument was signed on behalf of the City, by authority of its City Council, and that Eric P. Jensen and Laura A. Schaefer acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

\_\_\_\_\_  
Notary Public

m:\janet\word\dsb\1850.20\doc\rowland-subordination

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MPW*

**FROM:** Laura A. Schaefer, City Clerk/Finance Director *LAS*

**DATE:** September 22, 2021

**SUBJECT:** \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

At the September 13, 2021 Council meeting, Council approved a resolution directing the sale of the \$3,445,000\* (Subject to Adjustment per Terms of Offering) General Obligation Refunding Capital Loan Notes, Series 2021A to UMB Bank, N.A of Kansas City, Missouri, with a true interest rate (as-bid) of 0.97982%. Enclosed are the required forms to complete the capital loan note sale process and discussed below.

The first resolution appoints UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar and transfer agent. The city has used UMB Bank serving as paying agent for other debt issuances the City has outstanding and has had no issues with their services. The second resolution authorizes the form of loan agreement and authorizes the issuance. It also approves the Tax Exemption Certificate and Continuing Disclosure Certificate.

The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Notes as tax exempt. A copy of the Tax Exemption Certificate is enclosed. This certificate is very common with this type of issuance and has been a requirement of other Note issuances in the past.

The Continuing Disclosure Certificate requires the City to provide annual financial information and operating data to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") so long as the Notes are outstanding. This, too, is a common requirement for this type of issuance.

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

**RECOMMENDATION:**

Council consideration and approval of the following:

1. Resolution appointing UMB Bank, N.A of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar and Transfer Agent and approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
2. Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A, and levying a tax to pay said Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF CARROLL, IOWA**

\$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A

- Resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

September 27, 2021

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 N. Adams Street, Carroll, Iowa, 51401, at 5:15 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A, dated October 14, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A, dated October 14, 2021.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 27<sup>th</sup> day of September, 2021.

---

Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,325,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,325,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of refunding or refinancing outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Series 2018B, dated November 14, 2018, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of Not to Exceed \$3,600,000 be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring one (1) outstanding issue(s) of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Notes set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$3,325,000 General Obligation Refunding Capital Loan Notes to accomplish the above-described refunding, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Current Refunded Portion" shall mean \$3,370,000 of the Notes to refund the Refunded Bonds.
- "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Carroll, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of refunding or refinancing outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Series 2018B, dated November 14, 2018.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" shall mean \$3,370,000 of the \$4,475,000 General Obligation Capital Loan Notes, Series 2018B, dated November 14, 2018.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the City Clerk/Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Carroll, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$490,374.17	2021/2022*
\$282,000.00	2022/2023
\$287,300.00	2023/2024
\$282,400.00	2024/2025
\$282,500.00	2025/2026
\$287,500.00	2026/2027
\$282,300.00	2027/2028
\$282,100.00	2028/2029
\$286,800.00	2029/2030
\$284,050.00	2030/2031
\$286,300.00	2031/2032
\$283,220.00	2032/2033

\*Payable from available cash on hand or the debt service levy on the Refunded Bonds.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Carroll County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021A GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2021, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2021, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Refunding Capital Loan Notes of the City in the amount of \$3,325,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2021A", be dated October 14, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$455,000	2.000%	2022
\$235,000	2.000%	2023
\$245,000	2.000%	2024
\$245,000	2.000%	2025
\$250,000	2.000%	2026
\$260,000	2.000%	2027
\$260,000	2.000%	2028
\$265,000	2.000%	2029
\$275,000	1.000%	2030
\$275,000	1.000%	2031
\$280,000	1.100%	2032
\$280,000	1.150%	2033

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and

discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be

conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF CARROLL"  
"CITY OF CARROLL"  
"GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"  
"SERIES 2021A"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: October 14, 2021  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Carroll, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of refunding or refinancing outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Series 2018B, dated November 14, 2018, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: \_\_\_\_\_

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF CARROLL, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

#### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

#### IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification \_\_\_\_\_  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with rights of survivorship and not as tenants in common  
IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout

the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds (\$3,370,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 27<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT "A"

### Refunded Bonds

#### CITY OF CARROLL, IOWA \$4,475,000 General Obligation Capital Loan Notes, Series 2018B

TERM NOTE #1	TERM NOTE #5	TERM NOTE #2	TERM NOTE #4	TERM NOTE #3
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Maturity Date	Principal Amount	Availa	Westside	Commercial	UBI	Iowa Savings
6/1/2022	\$420,000.00	\$129,989.00	\$84,000.00	\$56,313.00	\$65,698.00	\$84,000.00
6/1/2023	\$225,000.00	\$69,637.00	\$45,000.00	\$30,167.00	\$35,196.00	\$45,000.00
6/1/2024	\$235,000.00	\$72,732.00	\$47,000.00	\$31,508.00	\$36,760.00	\$47,000.00
6/1/2025	\$240,000.00	\$74,279.00	\$48,000.00	\$32,179.00	\$37,542.00	\$48,000.00
6/1/2026	\$250,000.00	\$77,374.00	\$50,000.00	\$33,520.00	\$39,106.00	\$50,000.00
6/1/2027	\$260,000.00	\$80,470.00	\$52,000.00	\$34,860.00	\$40,670.00	\$52,000.00
6/1/2028	\$265,000.00	\$82,016.00	\$53,000.00	\$35,531.00	\$41,453.00	\$53,000.00
6/1/2029	\$275,000.00	\$85,111.00	\$55,000.00	\$36,872.00	\$43,017.00	\$55,000.00
6/1/2030	\$285,000.00	\$88,207.00	\$57,000.00	\$38,212.00	\$44,581.00	\$57,000.00
6/1/2031	\$295,000.00	\$91,302.00	\$59,000.00	\$39,553.00	\$46,145.00	\$59,000.00
6/1/2032	\$305,000.00	\$94,397.00	\$61,000.00	\$40,894.00	\$47,709.00	\$61,000.00
6/1/2033	\$315,000.00	\$97,491.00	\$63,000.00	\$42,235.00	\$49,274.00	\$63,000.00

\$3,370,000 will be redeemed on October 14, 2021.

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF CARROLL

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Carroll, State of Iowa

(SEAL)

---

TAX EXEMPTION CERTIFICATE

of

CITY OF CARROLL, COUNTY OF CARROLL, STATE OF IOWA, ISSUER

\$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A

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This instrument was prepared by:

Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309  
(515) 243-7611

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## TAX EXEMPTION CERTIFICATE

### CITY OF CARROLL, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on October 14, 2021, by the City of Carroll, County of Carroll, State of Iowa (the "Issuer").

### INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

### ARTICLE I

#### DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$3,325,000 aggregate principal amount of General Obligation Refunding Capital Loan Notes, Series 2021A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the Loan Agreement as the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$3,440,515.85, as set forth in Exhibit A.
- "Issuer" means the City of Carroll, a municipal corporation in the County of Carroll, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means refunding or refinancing outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Series 2018B, dated November 14, 2018 as more fully described in the Resolution.
- "Project Fund" shall mean the fund into which a portion of the Proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Purchasers" means UMB Bank, n.a. of Kansas City, Missouri, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Refunded Bonds" means \$3,370,000 of the \$4,475,000 General Obligation Capital Loan Notes, Series 2018B dated November 14, 2018.
- "Refunding Bonds" means the Bonds.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on September 27, 2021, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

## ARTICLE II

### SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

#### Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, and the Municipal Advisor's Certificate (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate and the Municipal Advisor's Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than

a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

(s) The Issuer has not employed a device in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from

savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

## Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$115,515.85), less underwriter's discount of \$21,412.56, received at Closing are expected to be deposited and expended as follows:

(a) \$46,500.00 (plus a rounding amount of \$2,603.29) representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds; and

(b) \$3,370,000.00 will be used together with earnings thereon to pay the principal, interest and redemption premium, if any, on the Refunded Bonds. The Refunded Bonds will be redeemed on October 14, 2021.

## Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to refund the Refunded Bonds prior to maturity in order to realize debt service savings due to lower interest rates payable on the Refunding Bonds.

The General Obligation Capital Loan Notes, Series 2018B, dated November 14, 2018, were issued to pay (i) costs of reconstructing, renovating, remodeling, equipping and furnishing a building for use as city administrative offices and a city hall, and thereafter for the reconstruction, renovation, remodeling, equipping and furnishing of the existing city administrative offices, city hall, and library for use as an expanded Carroll public library facility; and (ii) costs of the rehabilitation, improvement and equipping of parks already owned, including facilities, equipment, signage, and improvements commonly found in City parks; and the construction and reconstruction of trail and sidewalk improvements.

## Section 2.4 Facts Supporting Tax-Exemption Classification

### Governmental Bonds

#### Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Refunded Bonds were used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government

operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

#### Private Loan Financing Test

No amount of Proceeds of the Refunded Bonds were used directly or indirectly to make or finance loans to persons other than governmental units.

#### Refunding of Governmental or Private Activity Exempt Facility Bonds (where Refunded Bonds must meet requirements)

The Issuer will use the Proceeds of the Bonds to refund the Refunded Bonds. The Issuer has complied with the covenants and restrictions with respect to arbitrage and investment requirements, yield restrictions, and post-closing restrictions on reissuance, reimbursement and change in use imposed by the Code and Regulations on the Refunded Bonds since the issue date of the Refunded Bonds so as to maintain the tax-exempt status of the interest on the Refunded Bonds. The Issuer will comply with all certifications set forth in Article VIII herein.

The Refunded Bonds were exempt from rebate requirements because they met the following exception(s):

- small issuer exception
- 24-month spending exception
- 18-month spending exception

#### Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. The Issuer has incurred a substantial binding obligation to accomplish the refunding. The refunding will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds,

and will be invested without restriction as to yield for a temporary period not in excess of six months.

#### Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

#### Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the

Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 0.871716 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

### ARTICLE III

#### REBATE

##### Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

##### Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

##### Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become

ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue to call the Refunded Notes on October 14, 2021. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

#### Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

#### Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

#### Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

### Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

### Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

## ARTICLE IV

### INVESTMENT RESTRICTIONS

#### Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

#### Section 4.2 Market Price Requirement

- (a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.
- (b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

#### Section 4.3 Investment in Certificates of Deposit

- (a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

#### Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established

industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by

the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

#### Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

#### Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

### ARTICLE V

#### GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

### ARTICLE VI

#### AMENDMENTS AND ADDITIONAL AGREEMENTS

##### Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or

supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

#### Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

#### Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

#### Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

### ARTICLE VII

#### QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$3,325,000 General Obligation Capital Loan Notes, Series 2021A (Covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

## ARTICLE VIII

### FURTHER CERTIFICATIONS WITH RESPECT TO REFUNDING BONDS

(a) Property financed with the Proceeds of the Refunded Bonds will not be sold or disposed of, in whole or in part, prior to the last maturity date of either the obligations or the last maturity of the Bonds.

(b) All of the Proceeds of the Refunded Bonds were used to provide facilities used in the regular operations of the Issuer and neither the facilities nor the output thereof have been or are expected to be used in the trade or business of any person other than the Issuer.

(c) Reimbursement Allocations and Original Expenditures, if any, reimbursed from proceeds of the Refunded Bonds complied with the Reimbursement Regulations in effect at the time of issuance of the Refunded Bonds.

(d) The Proceeds of the Refunding Bonds will be used for a current refunding and the Refunding Bonds are issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Bonds for payment of debt service on the Refunded Bonds. The Proceeds of the Refunding Bonds will be invested in materially higher yield acquired obligations for a temporary period of not to exceed 90 days.

(e) No Proceeds of the Refunded Bonds remain unspent. No sinking fund has been established for the Refunded Bonds. No amount of proceeds of the Refunded Bonds are invested for a temporary period or as part of a minor portion of the Refunded Bonds.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

\_\_\_\_\_  
City Clerk/Finance Director, City of Carroll,  
State of Iowa

(SEAL)

## EXHIBIT A

### CARROLL, IOWA - \$3,325,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021A

#### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of UMB Bank, n.a. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is September 13, 2021.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the

Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

UMB Bank, n.a.

By:\_\_\_\_\_

Name:\_\_\_\_\_

Dated: October 14, 2021

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**

*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*

## **EXHIBIT B**

### **CARROLL, IOWA - \$3,325,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021A**

#### **CERTIFICATE OF MUNICIPAL ADVISOR**

The undersigned, on behalf of PFM Financial Advisors LLC (the "Municipal Advisor"), as the municipal advisor to the City of Carroll, Iowa in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders, a copy of which is attached to this certificate as Attachment 1.

2. The Notice of Sale was disseminated electronically through I-DEAL® an internet bid system and Bloomberg® financial software. The Preliminary Official Statement was distributed via electronic mail to underwriting firms actively bidding on competitive sales in the Midwest. These methods of distribution of the terms of offering and Preliminary Official Statement are regularly used for purposes of disseminating notices of the sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of the bids received are attached to this certificate as Attachment 2.

5. The winning bidder was UMB Bank, n.a. (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing

information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

PFM Financial Advisors LLC

By:\_\_\_\_\_

Name:\_\_\_\_\_

Dated: October 14, 2021

**ATTACHMENT 1**  
**NOTICE OF SALE**

*(Attached)*

**ATTACHMENT 2**

**BIDS RECEIVED**

*(Attached)*

**ATTACHMENT 3**  
**BID COMPARISON**  
*(Attached)*

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Carroll, State of Iowa (the "Issuer"), in connection with the issuance of \$3,325,000 General Obligation Refunding Capital Loan Notes, Series 2021A (the "Notes") dated October 14, 2021. The Notes are being issued pursuant to a Resolution of the Issuer approved on September 27, 2021 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated September \_\_\_\_, 2021.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

### Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2020/2021 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions: "Property Valuations," "Trend of Valuations," "Larger Taxpayers," "Direct Debt," "Levies and Tax Collections," and "Tax Rates."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS

Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF CARROLL, STATE OF IOWA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL  
INFORMATION

Name of Issuer: City of Carroll, Iowa.

Name of Note Issue: \$3,325,000 General Obligation Refunding Capital Loan Notes, Series  
2021A

Dated Date of Issue: October 14, 2021

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial  
Information with respect to the above-named Notes as required by Section 3 of the Continuing  
Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer  
anticipates that the Annual Financial Information will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CARROLL, STATE OF IOWA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MPW*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *LAS*  
**DATE:** September 21, 2021  
**SUBJECT:** FY 2021/2022 Budget Amendment #1  
1. Public Hearing  
2. City Budget Amendment and Certification Resolution

As required by the Iowa Code 384.18, the Notice of Public Hearing was published in the Carroll Times Herald on Friday, September 17, 2021.

Attached please find a summary of all items to be amended and a resolution approving the amendment.

**RECOMMENDATION:** After public hearing, Council consideration and approval of FY 2021/2022 Budget Amendment #1.

# BUDGET AMENDMENT #1 FY 21/22

## GENERAL FUND AMENDMENTS

FD painting and EFIS repair	(22,200)
Wall repair at slow pitch fields	(30,000)
Ash tree removal	(139,225)
Parks mower with cab and blower	(49,000)
Parks rear discharge mower	(28,000)
Trailer for mowers	(5,000)
Parks utility tractor	(26,000)
Parks skid loader	(62,124)
Golf course mower	(40,000)
Golf - pump station & irrigation system	(100,063)
Rec Center - spa UV	(10,000)
Rec - RR partitions/plumbing updates	(15,000)
Rec gym - basketball hoops	(20,600)
Rec Center HVAC upgrades	(157,000)
Rec exercise equipment	(9,500)
Aquatic Center - motor replacement	(10,500)
Aquatic Center - concession stand upgrades	(8,600)
Aquatic Center - slide painting	(6,000)
Aquatic Center - pool lift	(5,000)
Aquatic Center - floatables	(10,000)
CAAT6 Upgrades	(15,000)

<b>7/1/2021 General Fund Balance</b>	<b>\$ 4,465,155</b>
Estimated Revenues	7,808,335
Estimated Expenses	9,335,317
<b>6/30/2022 Projected Balance</b>	<b><u>\$ 2,938,173</u></b>

**Note:** The above budget amendment includes expenses for items of projects that were started in FY 2021 or earlier and have been or are expected to be completed in current FY 2022. These items were all accounted for in the FY 2021 re-estimated amounts when the FY 22 budget was prepared.

## HOTEL/MOTEL TAX FUND

Theater improvements	(250,000)
Website upgrades	(9,010)
Rec Center HVAC upgrades	(50,000)

## ROAD USE TAX FUND

Skid steer loader	(29,950)
PMS data collection	(63,726)

## LOCAL OPTION SALES TAX FUND

Quiet Zone study	(20,150)
Golf - pump station & irrigation system	(58,312)
Southside shelter improvements	(17,223)
Rec Center building improvements	(60,000)

## DEBT SERVICE FUND

2021A Refunding bond proceeds	3,417,440
2021A Refunding issuance fees	(46,000)
2018B Principal (refunded)	(2,950,000)
2021A principal	(425,000)
2021A bond fees	(1,600)

## C.P. AIRPORT

3/21 Runway Maintenance Project	(1,183)
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## C.P. - PARKS & RECREATION

Pickleball Courts Project	(6,839)
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## C.P. - HOUSING

CDBG federal housing grant	136,824
CDBG Housing rehab - federal exp	(136,824)

## SEWER UTILITY FUND

Generator	(40,000)
CCTV camera	(71,580)

<b>TOTAL</b>	<b>(1,451,945)</b>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING  
JUNE 30, 2022

WHEREAS, the City Council of Carroll in Carroll County met on September 27, 2021 at 5:15PM to take up the proposed amendment. The proposed amendment #1 was considered and taxpayers were heard for and against the amendment.

WHEREAS, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment #1 to the budget and modifications proposed at the hearing, if any.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Carroll, following notice published on September 17, 2021 and the public hearing held on September 27, 2021 the current budget is amended as set out in the attached adoption to be certified to the Auditor of Carroll County.

Passed and approved this 27<sup>th</sup> day of September, 2021.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT CARROLL				
Fiscal Year July 1, 2021 - June 30, 2022				
CARROLL conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2022				
Meeting Date:	Meeting Time:	Meeting Location:		
9/27/2021	05:15 PM	Council Chambers, City Hall, 627 N Adams Street		
The governing body of the CARROLL met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	6,168,871	0	6,168,871
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	6,168,871	0	6,168,871
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,173,840	0	1,173,840
Other City Taxes	6	2,233,935	0	2,233,935
Licenses & Permits	7	74,600	0	74,600
Use of Money & Property	8	240,455	0	240,455
Intergovernmental	9	1,476,675	136,824	1,613,499
Charges for Service	10	5,473,870	0	5,473,870
Special Assessments	11	0	0	0
Miscellaneous	12	281,125	0	281,125
Other Financing Sources	13	0	3,417,440	3,417,440
Transfers In	14	4,519,709	0	4,519,709
Total Revenues & Other Sources	15	21,643,080	3,554,264	25,197,344
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,598,975	22,200	2,621,175
Public Works	17	2,669,334	113,826	2,783,160
Health and Social Services	18	101,895	0	101,895
Culture and Recreation	19	3,390,036	1,167,147	4,557,183
Community and Economic Development	20	389,657	9,010	398,667
General Government	21	1,186,971	15,000	1,201,971
Debt Service	22	1,274,535	3,422,600	4,697,135
Capital Projects	23	4,317,564	144,846	4,462,410
Total Government Activities Expenditures	24	15,928,967	4,894,629	20,823,596
Business Type/Enterprise	25	3,186,445	111,580	3,298,025
Total Gov Activities & Business Expenditures	26	19,115,412	5,006,209	24,121,621
Tranfers Out	27	4,519,709	0	4,519,709
Total Expenditures/Transfers Out	28	23,635,121	5,006,209	28,641,330
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,992,041	-1,451,945	-3,443,986
Beginning Fund Balance July 1, 2021	30	18,645,159	5,788,380	24,433,539
Ending Fund Balance June 30, 2022	31	16,653,118	4,336,435	20,989,553
Explanation of Changes: To account for carryover items that were not completed/purchased as of June 30, 2021 including painting of the Fire Station, ash tree removal, mowers and skid loader for the Parks Department, mower for Golf Course, Rec Center basketball hoops, exercise equipment, plumbing updates, spa UV and HVAC upgrades, Aquatic Center improvements, city website upgrade, skid steer loader in the Streets Division, Southside shelter improvements, debt issuance to refund 2018B debt, housing rehab grant and expenditure and Sewer Utility generator and CCTV camera.				

09/27/2021

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MPW*

**FROM:** Randall M. Krauel, Director of Public Works *RMK*

**DATE:** September 22, 2021

**SUBJECT:** U.S. 30 East Sanitary Sewer Extension  
Professional Services Proposal

Proposals to provide professional services for the U.S. 30 East Sanitary Sewer Extension project development have been requested and received. The project includes extension of sanitary sewer from Griffith Road east along the U.S. 30 corridor alignment to serve the recently discussed Rezac property. The following firms were invited to submit proposals.

JEO Consulting Group, Inc.  
McClure Engineering Company

Both firms are well qualified to provide the services necessary to successfully complete the project development. Proposal evaluation based on firm and individual qualifications and project approach resulted in JEO Consulting Group, Inc. having a slight advantage.

The hourly not-to-exceed fees included in the JEO Consulting Group, Inc. Proposal are as follows:

## Basic Service

Topographic Survey	\$ 2,200.00
Design Phase	\$11,600.00
Bidding & Negotiation	\$ 1,900.00
Construction Administration	\$ <u>3,100.00</u>
Total	\$18,800.00

## Additional Services

Additional Survey & Design (700' extension)	\$3,800.00
Easement Description and Exhibit	\$ 400.00 Ea.

U.S. 30 East Sanitary Sewer Extension  
Professional Services Proposal  
September 22, 2021  
Page2

The Project Time Frame included in the JEO Consulting Group, Inc. Proposal is as follows:

	<u>From Authorization To Proceed</u>	<u>Approximate Date</u>
Topographic Survey	14	10-15-21
Wetland Delineation and Report	30	10-29-21
Design Phase	60	11-30-21
Bidding & Negotiation Phase	30	12-30-21
Construction Administration	120	04-30-22

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the U.S. 30 East Sanitary Sewer Extension project.

RMK:ds

attachments (2)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE U.S. 30 EAST SANITARY SEWER EXTENSION PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, a Professional Services Agreement for the development of the U.S. 30 East Sanitary Sewer Extension project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the U.S. 30 East Sanitary Sewer Extension project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 27<sup>th</sup> day of September, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer"). JEO Project # 211333

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Provide a study to update the water and sewer utility customer rates.

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - Compensation**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

- B. The fee for the Project is:

Basic Services

Topographic Survey:	\$ 2,200.00	Hourly not to exceed
Design Phase:	\$ 11,600.00	Hourly not to exceed
Bidding & Negotiation:	\$ 1,900.00	Hourly not to exceed
Construction Administration:	\$ 3,100.00	Hourly not to exceed
Total:	\$ 18,800.00	Hourly not to exceed

Additional Services

Additional Survey & Design (700' extension):	\$ 3,800.00	Hourly not to exceed
Easements Description and Exhibit:	\$ 400.00	Each

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer.

## ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions  
Exhibit C – Hourly Rate Schedule  
Exhibit D – Non-Discrimination Assurances

### 5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.

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By: Dr. Eric Jensen

Title: Mayor

Date Signed: \_\_\_\_\_

Address for giving notices:

City of Carroll

627 N. Adams St.

Carroll, IA 51401



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By: Noah Dryden

Title: Project Manager

Date Signed: 08/26/2021

Address for giving notices:

JEO Consulting Group, Inc.

724 Simon Ave.

Carroll, IA 51401

**U.S. 30 EAST SANITARY SEWER EXTENSION - 2021  
CARROLL, IOWA**

- R. Prepare the notice of intent (NOI) for discharge of storm water during construction and submit to the IDNR for a NPDES construction storm water permit.
- S. Submit final plans, specifications, and the necessary permit schedules to the INDR for construction permits.
- T. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.
- U. Provide final AutoCAD drawings to the City via electronic format.

**III. Bidding & Negotiation Phase**

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established in the contract documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Review the bid tabulation provided by the city and provide a written recommendation of award.
- D. Prepare Contract Documents for execution by Contractor and City and approved by City' legal counsel.

**IV. Construction Administration**

- A. Attend one (1) meeting for preconstruction conference.
- B. Provide interpretation of Plans and Specifications, when necessary.
- C. Review shop drawings (submittals) and related data supplied by the Contractor as requested by City.
- D. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- E. Provide construction staking services for proposed alignment with offsets, elevations, northing & easting, etc. as requested by contractor.
- F. Consults with and advise the City during construction.
- G. Attend final walk through and assist with final punch list creation after project completion.

**V. Meetings Included with this Scope**

- A. 30% Plan in hand review with Owner.
- B. Final plans & specifications review with Owner.
- C. Preconstruction conference.

**VI. Project Time Frame**

- A. Topographic Survey – 14 calendar days from authorization to proceed.
- B. Wetland Delineation and Report – 30 days from authorization to proceed.
- C. Design Phase – 60 calendar days from authorization to proceed.
- D. Bidding & Negotiation Phase – 30 days from approval by the City Council.
- E. Construction Administration – Anticipated 120 days from construction notice to proceed.

**U.S. 30 EAST SANITARY SEWER EXTENSION - 2021  
CARROLL, IOWA**

**1. Project Description/Assignment:**

U.S. 30 East Sanitary Sewer Extension 2021: JEO to provide engineering design, bidding and construction phase services to extend a 10" sanitary sewer main along south side of U.S. 30 east of Griffith Road. The base portion of the Project will include 1,300-foot extension to the City's current east Corporate Limit. An alternate extension of approximately an additional 700 feet will also be included.

**2. Scope of Services – Basic Services**

**I. Topographic Survey**

- A. Conduct a topographic survey of the proposed sanitary sewer corridor including surface features and subsurface utilities in the U.S. 30 right-of-way for the base portion of the work.
- B. Schedule utility location information and incorporate in preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.)
- C. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.

**II. Design Phase**

- A. Identify and evaluate potential alignments of the sanitary sewer extension taking into consideration the existing utilities, available right-of-way, environmental impacts, and other possible conflicts.
- B. Prepare 30% plans that include a cover sheet, general notes and reference information, and preliminary plan/profile of the sewer main extension.
- C. Perform an internal 30% QA/QC of the preliminary plans.
- D. Meet with the City to conduct a plan-in-hand review of the 30% plans.
- E. Revise plans based on internal QA/QC review and the 30% design meeting with the city.
- F. Prepare front-end Contract Documents and technical specifications using SUDAS and city's supplemental specifications.
- G. Perform an internal 60% QA/QC of the plans and specifications.
- H. Revise plans and specifications based on the QA/QC comments from the 60% review.
- I. Prepare 90% complete plans and specifications.
- J. Prepare an opinion of probable construction cost.
- K. Submit plans for internal QA/QC review.
- L. Submit 90% Contract Documents to City for final review.
- M. Finalize construction plans and specifications subject to City's approval. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Iowa.
- N. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- O. Present completed final documents (Plans, Specifications, and Contract Documents) to City for review, approval, and review in detail by attending up to one (1) meeting with City, as necessary, to present Final Design Documents and Opinions of Cost.
- P. Complete & submit Nationwide Permit (NWP) 58 – Utility Line Activities for Water and Other Substances.
- Q. Complete the IDOT Right of Way permit for constructing utilities within the highway right of way. City to pay all permit fees.

**U.S. 30 EAST SANITARY SEWER EXTENSION - 2021  
CARROLL, IOWA**

**3. Additional Services****I. Additional Survey and Design for Extension**

- A. Conduct a topographic survey of the proposed sanitary sewer corridor including surface features and subsurface utilities in the U.S. 30 right-of-way for the additional 700-feet of sanitary sewer. It is assumed that survey field work and processing will be completed at the same time as the base portion of the work.
- B. Provide additional design phase services in-kind for the additional 700-feet of sanitary sewer concurrent with the base portion of the work.

**II. Easement Descriptions and Exhibits**

- A. Perform legal research as necessary for any easement acquisitions. Write up to three (3) land acquisition legal descriptions to be used in the acquisition of land purchase or easement for the proposed improvements. Any additional descriptions for easement or other property acquisitions can be negotiated as needed.

**III. Additional Services Not Included but Could Be Negotiated If Needed.**

- A. Geotechnical investigation.
- B. Floodplain, USACE 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- C. Wetland field investigation & delineation.
- D. Resident-Project-Representation (RPR) inspection services.
- E. Preparing a project specific SWPPP.
- F. Conducting SWPPP inspections and maintaining SWPPP logs, inspections reports and maintenance records.
- G. Construction Materials Testing.
- H. Meetings not outlined in the scope of services.
- I. Payment of review and permitting fees.
- J. Any other item not outlined in the scope of services.

**JEO Consulting Group, Inc.**  
**GENERAL CONDITIONS**

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.



## JEO Consulting Group, Inc. GENERAL CONDITIONS

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



EXHIBIT C



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.  
CURRENT HOURLY RATE SCHEDULE RANGE**

**ACTUAL HOUR BASIS**

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and Members of the City Council

**FROM:** Mike Pogge-Weaver, City Manager *MSPW*

**DATE:** September 22, 2021

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) – **September 20, 2021**
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) –
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) –
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) – **September 13, 2021**
5. Parks, Recreation & Cultural Advisory Board (meets 1<sup>st</sup> Monday of January, March, May, July, September and November) – **No September meeting due to lack of quorum**
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) – **September 14, 2021**
7. Carroll Historic Preservation Commission (no regular meeting dates) – **August 5, 2021**
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Library Board Minutes  
September 20, 2021

The Carroll Board of Trustees met in the Community Meeting Room at the Carroll Public Library. Trustees present: Lisa Auen, Marcie Hircock, Brenda Hogue, Summer Parrott, Dale Schmidt, Ralph von Qualen, Julie Perkins (5:17), Kyle Ulveling (5:19) and director Rachel Van Erdewyk. Trustees absent: Thomas Parrish.

Parrott called the meeting to order at 5:15. It was moved by von Qualen and seconded by Schmidt to approve the agenda. All voted aye. Absent: Parrish, Perkins and Ulveling. It was moved by Schmidt and seconded by von Qualen to approve the August 16 meeting minutes. All voted aye. Absent: Parrish, Perkins, and Ulveling. Perkins joined the meeting at 5:17. Ulveling joined the meeting at 5:19. It was moved by von Qualen and seconded by Auen to approve the September bills. All voted aye. Absent: Parrish.

Director's Report: Children's program continued with Miss Diane's Facebook live, drop offs to local daycares and her virtual Rookies at Home with Grab and Go crafts pickup. Adult programs continued with Crafty Library Ladies, Poetry Group, Book Clubs, and Miss Diane's senior book drop offs. Maker Mondays continued with an attendance of 173. Summer Reading Program wrapped up in August with 793 participants and 338 completing the program. For August, total program attendance was 3,673. Monthly door count 4,031. Total resources utilized was 38,310.

Board Education: Van Erdewyk asked for recommendations on topics including budget, strategic planning, board relationships, public library standards, evaluating services and library law and legal matters. Van Erdewyk to look for resources on these topics(webinars) to view during meetings or outside of meetings.

Old Business: None.

New Business: Sunday Hours were discussed. Van Erdewyk will gather more data to determine if adequate staff is available for Sundays. Ulveling left the meeting at 5:47. COVID-19 Protocols were discussed. von Qualen moved and Perkins seconded the motion to allow Van Erdewyk to follow the city COVID-19 protocols. All voted aye. Absent: Parrish and Ulveling. The Library Personnel Policy was discussed whether to adopt the city's personnel policy or continue to keep a separate personnel policy. Information was provided for Trustees to compare policies. The library's strategic plan was discussed on how to collect community data for the new strategic plan. Van Erdewyk will draft a survey to be distributed to the community. von Qualen left the meeting at 6:24. A library staff in-service day was discussed. Hogue motioned and Schmidt seconded to have the library closed on November 2, 2021, for staff in-service day. All voted aye. Absent Parrish, von Qualen and Ulveling

It was moved by Auen and seconded by Hircock to adjourn. All voted aye. Absent: Parrish, Ulveling, and von Qualen. Meeting adjourned at 6:27. Next regular meeting will be October 18, 2021.

## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, September 13, 2021, at the Arthur Neu Airport. Commission member in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Chairman Hutcheson conducted the 5:30 P.M. meeting.

### MINUTES

The minutes of the previous meeting were reviewed by the Commission. A motion by Comm. Vincent and seconded by Comm. Vincent was made to approve the minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

### RUNWAY REPAIR

Ten Point Construction completed the repair on the runway. They had to do extra repair because of a crack next to the damaged area. The runway was only closed for a day.

### FLIGHT BREAKFAST

The Masons served 900 and there were 20 airplanes that were flown in. Don had the parking lot marked so people knew where to go. The golf carts were very useful which were provided by CAPA/Carroll Aviation.

### TOPICS DISCUSSED:

The HUEY crew were very pleased with the service from Carroll Aviation. They would like to come back again.

Scott Clean Energy would like to discuss the tall wind turbines next meeting.

Have Don do fall spraying.

### BILLS

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

Carroll Aviation	contract	\$ 6,800.00
New Cooperative	chemicals/grounds	528.69
Rueter's	equipment repair	77.70
R&R Septic Service	septic repair	48.15
Westmor Fluid Solut	fuel delivery repair	674.89
Wittrock Motor	August car rental	349.00
Kitt Plumbing	sewer maintenance	374.00
Wittrock Electric	remove electrical (AM)	1,851.07

Raccoon Valley Elec	August electric	939.74
Raccoon Valley Elec	(AM) August electric	29.45
Ecowater	cooler rent/water/repair	414.06
Carroll Cleaning	cleaning supplies	18.00
Carroll Refuse	August refuse	72.00
Bomgaars	misc'l supplies	23.97
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded by Comm. Siemann was made to approve the bills as presented to the Carroll Airport Commission. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Vincent was made to adjourn at 6:01 P.M.

The next regular meeting of the Carroll Airport Commission will be October 11, 2021 at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

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**CARROLL AIRPORT COMMISSION**

**Regular Meeting**

Monday, October 11, 2021

5:30 P.M.

Arthur Neu Airport

**Agenda**

Approve minutes of previous meeting

Scott Clean Engery

Fall Spraying

Farm Report

New Business

Approve monthly bills

# CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

## EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

September 14, 2021

1. The meeting was called to order at 6:32 a.m. by Chair Jeff Anthofer, Mayor of Coon Rapids at the Carroll County Recycling Center. Others in attendance were: Scott Johnson, Carroll County Board of Supervisor; Dan Snyder, City of Breda; Dr. Eric Jensen, Mayor of Carroll; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Snyder moved and Dr. Jensen seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Dr. Jensen seconded to approve the minutes of the August 10, 2021 meeting as presented. Motion carried, all voting aye.
4. Harvey Dales reviewed the bills payable on Monday, September 13 -see attached. Wittry discussed the following bills: Beckstrom Repair – \$1471.45, repairs on Cat 950 loader; Bobcat - \$32,904.94 – new skidloader; Forklift of Des Moines - \$2896.83, repairs on Forklift; Foth Infrastructure and Environment, \$7,174.06 – general engineering; sampling and covenant; Gehling Welding - \$3999.12 - new sign stand; I Saw the Sign - \$1,470.00, new signs; and Ziegler - \$1,888.84 – parts and preventative maintenance. Snyder moved and Johnson seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts and market prices. Dr. Jensen moved and Johnson seconded to approve the financial report, review of set aside accounts and market prices as presented. Motion carried, all voting aye.
6. Wittry reported that the environment covenant for the closed eastern area has been submitted. If approved, the Closure/Post Closure on the closed area will end and no longer be regulated by the landfill rules, no longer require funds to be set aside for the closed area, and very limited monitoring.
7. Bowman and Miller P.C. will be on site on Tuesday to work on the annual fiscal audit.
8. A production staff sorter recently resigned. One application has been received to date. Several options are being considered and will be brought to the Board at a later meeting.
9. The Iowa Recycling and Solid Waste Conference will be held October 4-6 in Cedar Rapids. Lynn Wuebker will receive a professional achievement award in the landfill operator category.
10. Operations are running smoothly and no additional information available on delivery of equipment.
11. The next meeting will be held on Tuesday, October 12, 2021 at 6:30 a.m. at the Recycling Center.
12. Snyder moved and Johnson seconded to adjourn the meeting at 7:20 a.m. Motion carried, all voting aye.

Respectfully submitted,

Mary Wittry

Carroll Historic Preservation Commission  
City of Carroll  
Meeting Minutes  
Thursday, August 5, 2021

Venue: City Hall City Council Chambers

Members present: President John Steffes, Tim Fitzpatrick, Vicki Gach, Denis Bormann

Absent: Carolyn Siemann, Jonathon Pogge-Weaver, Marilyn Barta

Chairperson John Steffes called the meeting to order at 4:35 p.m.

The minutes of the August 5, 2021, meeting were read and approved on motion by Gach, seconded by Bormann.

Gach gave a report on the June 4-6 Preserve Iowa Summit that she and Carolyn Siemann attended virtually, particularly a session on cemetery preservation.

Cemetery 2022 Sesquicentennial celebration: Vicki has met with Deb Goetzinger at City Hall about using an App on the computer. This can be found on the City of Carroll website. People can easily access the website to do a cemetery/grave search and find whom they seek. Austin Scott is no longer involved with the process and there is a suggestion to add photos and obituaries in the future. Carolyn and Vicki will visit with Deb more.

Jonathon Pogge-Weaver and Marilyn Barta will continue progress on potential performers for the cemetery walk.

Gach reported on the yearly calendars for sale. We printed 300 copies and are selling for \$5.00 each. They are available at The Apothecary and the Chamber Office.

Gach led discussion on continued work on the cemetery fence painting. Cost of paint is \$110/gal. for black paint before a 54% discount. We will need plenty of hands on deck to help with the painting when the fence has been sandblasted. Also, at least 80 finials on the Catholic fence are missing, bent, or broken that need attention.

The National Register nomination for the cemetery is still in progress and moves to Des Moines Friday, October 8, to defend it in front of the State Review committee. Still not sure if it will be in person or virtual.

Upkeep of cemetery museum – discussion of setting up a schedule of cleaning the museum at least twice a month. It will be in alphabetical order:

March – Barta. April – Bormann. All to help in May. June – Fitz. July – Gach. August – Pogge-Weaver. September – Siemann. October – Steffes. Bring your own wipes. Dust pan and broom are there for use.

Discussion on the “Little Red Bridge.” Evidently there are posts in the water down in Rolling Hills Park showing the location of this bridge from times past. Possibly mentioned in Jim Kerwin’s historical book?

The meeting was adjourned on motion by Fitzpatrick, seconded by Steffes.

The next meeting will be Thursday, October 21, 2021, in the City Hall Council Chambers at 4:30 p.m.

Respectfully submitted,  
Tim Fitzpatrick, Secretary