



City Council Meeting

Monday, September 26, 2022 at 5:15 pm

LOCATION OF MEETING:

City Hall Council Chambers, 627 N. Adams Street, Carroll, Iowa 51401

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to:

<https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

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

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

a. Approval of Minutes of the September 12 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- New 12 Month Class "B" Beer Permit with Class "C" Native Wine Permit and Sunday Sales - *Full Swing Golf*

d. Acceptance of Tobacco Settlement Agreements

- Sparky's One Stop
- Walmart #1787

e. Infill Housing Incentive Applications

f. FY 2023 Outside Agency Funding Agreement Resolution

- New Opportunities, Inc.

g. Street Restoration - 2022

- Change Order No. 1
- Certificate of Substantial Completion

Also see item 7.a - [December 13, 2021](#) - Street Restoration - 2022 - Professional Services Agreement.

Also see item 6.c - [March 28, 2022](#) - Street Restoration - 2022 - Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost and Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost.

Also see item 7.a - [April 25, 2022](#) - Street Restoration - 2022 - Report of Proposal Opening and Resolution Making Award of the Construction Contract for the Street Restoration - 2022 Project.

h. Graham Park Drainage Ditch #77 Improvements Project

- Change Order No. 1

Also see item VI.D - [February 24, 2020](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020.

Also see item VI.C - [January 25, 2021](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020-2021 - Amendment to Agreement.

Also see item VIII.B - [August 23, 2021](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020-2021 - Amendment No. 2 to Agreement.

Also see item VI.C - [September 13, 2021](#) - Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost.

Also see item 6.a. - [January 24, 2022](#) - Graham Park Creek Improvements - 2022 - Amendment to Agreement.

Also see item 6.a. - [March 28, 2022](#) - Graham Park Drainage Ditch #77 Improvements - Report of Bid Opening and Consideration of Award of Contract.

i. Carroll Municipal Golf Course - Contract Agreement

- Central Control System Global Service Plan - 5 Year Contract

j. Subdivision Ordinance Review - Amended Contract with Region XII

Also see item VII.A - [February 22, 2021](#) - Subdivision Ordinance Review

k. Low-Income Housing Water Assistance Program Agreement

Also see item VI.A. - [October 11, 2021](#) - Low-Income Housing Water Assistance Program

4. Oral Requests and Communications from the Audience

Members of the public wishing to address the Council for items not on the agenda are asked to approach the podium and wait to be recognized. After recognition, the person shall state their name and address for the record. Statement or questions are limited to five (5) minutes.

5. Retail Coach Update

Austin Farmer

6. Ordinances

a. Carroll City Ordinance Chapter 69.08(5) Amendment - Restricted Parking on Birch Street

7. Resolutions

a. \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A

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

8. Reports

a. WWTP VLR Replacement Air Piping - Report of Bid Opening

Also see item 7.b - [April 25, 2022](#) - Wastewater Treatment Plant - Vertical Loop Reactor Air Piping Replacement.

Also see item 7.b - [August 22, 2022](#) - Wastewater Treatment Plant Vertical Loop Reactor Replacement Air Piping.

b. Infill Housing Incentive Application

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

October Meetings:

* Board of Adjustment - October 3, 2022 - City Hall - 627 N Adams St

- * City Council – October 10, 2022 – City Hall – 627 N Adams St
- * Airport Commission – October 10, 2022 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – October 12, 2022 – City Hall - 627 N Adams St
- * Library Board of Trustees – October 17, 2022 – Carroll Public Library – 118 E 5th St
- * City Council – October 24, 2022 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

| Agenda published on 09/22/2022 at 4:27 PM

COUNCIL MEETING
SEPTEMBER 12, 2022

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer, Misty Boes, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and City Attorney Dave Bruner was in attendance.

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

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New Library Director Wendy Johnson was introduced to Council. No Council action taken.

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It was moved by Dirkx, seconded by Siemann, to approve the following items on the consent agenda: a) minutes of the August 22 and September 1, 2022 Council meetings, as written; b) bills and claims in the amount of \$1,151,550.80; c) New 5-day Class “C” Liquor License – *Carroll Hy-Vee (Kuemper Alumni Event, September 30, 2022)*; d) Resolution No. 22-77, Funding Agreement with Region XII Council of Governments Taxi Program; Resolution No. 22-78, Funding Agreement with Carroll Area Child Care Center and Preschool; Resolution No. 22-79, Funding Agreement with Retired Senior Volunteer Program/Foster Grandparent Program; Resolution No. 22-80, Funding Agreement with Carroll Community of Concern Food Pantry; Resolution No. 22-81, Funding Agreement with Carroll Area Development Corporation; Resolution No. 22-82, Funding Agreement with Carroll Chamber of Commerce; e) Change Order No. 2, as amended, in the amount of \$1,492.00 and Change Order No. 3 in the amount of \$2,750.00 for the Northeast Park Parking Lot Improvements Project. The total contract cost with change orders is \$291,409.00; f) Certificate of Substantial Completion for the Northeast Park Parking Lot Improvements Project; g) the purchase of three (3) 20-foot umbrellas from Waterloo Tent and Tarp Company, Inc in the amount of \$14,837.88 for the Carroll Family Aquatic Center; h) the purchase of three (3) Air-Pak X3 Pro SCBAs from Feld Fire in the amount of \$17,961.66; and i) Infill Housing Incentive Application for Nate Hinnars, 1529 E. 10th Street. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communications from the audience.

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It was moved by Dirkx, seconded by Schreck, to approve the second reading and waive the third reading of an ordinance pertaining to Solid Waste Collection Fees by adding a section for a fuel surcharge. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Dirkx, seconded by Siemann, to adopt said Ordinance No. 2206. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Schreck, seconded by Bordenaro, to approve Resolution No. 22-83, Amendment to the Residential Solid Waste Hauling Agreement by adding a section for a fuel surcharge. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Boes, to accept the receipt of bids and approve Resolution No. 22-84, Directing Sale of \$5,400,000* (Subject to Adjustment Per Terms of Offering) General Obligation Local Option Sales and Services Tax Bonds, Series 2022A. Susanne Gerlach, PFM Financial Advisors LLC Director, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Schreck, seconded by Boes, to approve the purchase of one (1) 2023 Ford Police Interceptor Utility Vehicle, with the integrated screen option, in the amount of \$36,471 from Champion Ford. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Boes, seconded by Bordenaro, to adjourn at 5:35 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003940	A T & T MOBILITY	CELL PHONES & AIR CARDS	1,084.35	1,084.35-	125149	9/14/22		0.00
		** TOTALS **	1,084.35	1,084.35-				0.00
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	122.72	0.00	000000	0/00/00		122.72
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	217.57	217.57-	125176	9/21/22		0.00
		** TOTALS **	340.29	217.57-				122.72
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	174.95	0.00	000000	0/00/00		174.95
		** TOTALS **	174.95	0.00				174.95
01-002141	AMERICAN SOCIETY OF	2023 MEMBERSHIP	50.00	0.00	000000	0/00/00		50.00
		** TOTALS **	50.00	0.00				50.00
01-002370	ARNOLD MOTOR SUPPLY	FILTERS	15.27	0.00	000000	0/00/00		15.27
01-002370	ARNOLD MOTOR SUPPLY	AIR COMPRESSOR FILTERS	123.43	0.00	000000	0/00/00		123.43
01-002370	ARNOLD MOTOR SUPPLY	PARTS	3.89	0.00	000000	0/00/00		3.89
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	188.73	0.00	000000	0/00/00		188.73
		** TOTALS **	331.32	0.00				331.32
01-001557	ATCO INTERNATIONAL	SUPPLIES	115.20	0.00	000000	0/00/00		115.20
		** TOTALS **	115.20	0.00				115.20
01-002818	BAKER AND TAYLOR INC.	BOOKS	407.13	407.13-	125181	9/21/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	545.67	545.67-	125181	9/21/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	346.30	346.30-	125181	9/21/22		0.00
01-002818	BAKER AND TAYLOR INC.	SUPPLIES	62.56	62.56-	125181	9/21/22		0.00
		** TOTALS **	1,361.66	1,361.66-				0.00
01-000609	BIERSCHBACH EQUIP & SUPPL	STREET MAINT. SUPPLIES	719.20	0.00	000000	0/00/00		719.20
01-000609	BIERSCHBACH EQUIP & SUPPL	SAFE-T-SEAL	416.00	0.00	000000	0/00/00		416.00
		** TOTALS **	1,135.20	0.00				1,135.20
01-000949	BOHLMANN INC.	PARK BENCH	550.00	0.00	000000	0/00/00		550.00
		** TOTALS **	550.00	0.00				550.00
01-003515	BOMGAARS	SUPPLIES	99.86	99.86-	125148	9/14/22		0.00
01-003515	BOMGAARS	SUPPLIES	56.99	56.99-	125148	9/14/22		0.00
01-003515	BOMGAARS	SUPPLIES	17.98	0.00	000000	0/00/00		17.98
01-003515	BOMGAARS	CONCRETE ANCHORS	11.96	0.00	000000	0/00/00		11.96
01-003515	BOMGAARS	SUPPLIES	10.98	0.00	000000	0/00/00		10.98
01-003515	BOMGAARS	SUPPLIES	275.81	0.00	000000	0/00/00		275.81
01-003515	BOMGAARS	GRINDING WHEELS	9.54	0.00	000000	0/00/00		9.54
01-003515	BOMGAARS	CHAIN	35.88	0.00	000000	0/00/00		35.88
01-003515	BOMGAARS	WEIGHT ROOM EQUIPMENT	18.57	0.00	000000	0/00/00		18.57

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PARTIALLY ITEMS DATES:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	
UNPAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003515	BOMGAARS	PATIO UMBRELLA	116.64	0.00	000000	0/00/00	116.64
01-003515	BOMGAARS	SUPPLIES	11.99	0.00	000000	0/00/00	11.99
		** TOTALS **	666.20	156.85-			509.35
01-001805	BOOK LOOK	BOOKS	679.58	679.58-	125177	9/21/22	0.00
		** TOTALS **	679.58	679.58-			0.00
01-001988	BOOK PAGE	PERIODICAL RENEWAL	390.00	390.00-	125179	9/21/22	0.00
		** TOTALS **	390.00	390.00-			0.00
01-003690	BROWN SUPPLY CO INC	OPERATING SUPPLIES	636.00	0.00	000000	0/00/00	636.00
		** TOTALS **	636.00	0.00			636.00
01-003944	BUSINESS PUBLICATIONS COR	BUSINESS RECORD SUBSCRIPTION	154.95	0.00	000000	0/00/00	154.95
		** TOTALS **	154.95	0.00			154.95
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	109.13	109.13-	125194	9/21/22	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANNG SUPPLIES	70.65	0.00	000000	0/00/00	70.65
01-004138	CAPITAL SANITARY SUPPLY	PAPER TOWELS	103.37	0.00	000000	0/00/00	103.37
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	63.29	63.29-	125151	9/14/22	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	124.82	0.00	000000	0/00/00	124.82
		** TOTALS **	471.26	172.42-			298.84
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	125158	9/14/22	0.00
		** TOTALS **	350.00	350.00-			0.00
01-004123	CARROLL AREA DEVELOPMENT	1/2 FY 23 FUNDING REQUEST	41,200.00	0.00	000000	0/00/00	41,200.00
		** TOTALS **	41,200.00	0.00			41,200.00
01-000747	CARROLL AUTO SUPPLY	#36 FILTERS	164.56	0.00	000000	0/00/00	164.56
		** TOTALS **	164.56	0.00			164.56
01-004132	CARROLL AVIATION INC.	CONTRACT	6,940.00	6,940.00-	125150	9/14/22	0.00
		** TOTALS **	6,940.00	6,940.00-			0.00
01-004173	CARROLL COUNTY 911 FUND	REPLACEMENT PAGERS	225.68	0.00	000000	0/00/00	225.68
		** TOTALS **	225.68	0.00			225.68
01-004160	CARROLL COUNTY AUDITOR	1/2 FY 23 COMM CENTER	75,000.00	0.00	000000	0/00/00	75,000.00
		** TOTALS **	75,000.00	0.00			75,000.00
01-004166	CARROLL COUNTY ISU EXTENS	ORNAMENTAL TURF GRASS	175.00	175.00-	125195	9/21/22	0.00
01-004166	CARROLL COUNTY ISU EXTENS	PEST CONTROL	140.00	0.00	000000	0/00/00	140.00
		** TOTALS **	315.00	175.00-			140.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---

01-002977	CARROLL REFUSE SERVICE	AUGUST GARBAGE PICKUP	65.55	65.55-	125144	9/14/22		0.00
		** TOTALS **	65.55	65.55-				0.00
01-004237	CARROLL VETERINARY CLINIC	OCT. DOG CARE CONTRACT	650.00	0.00	000000	0/00/00		650.00
		** TOTALS **	650.00	0.00				650.00
01-004233	CARROLLTON INN	DIRECTOR APPLICANT LODGING	312.90	312.90-	125196	9/21/22		0.00
		** TOTALS **	312.90	312.90-				0.00
01-004325	CENTRAL IOWA DISTRIBUTING	SUPPLIES	142.00	0.00	000000	0/00/00		142.00
		** TOTALS **	142.00	0.00				142.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	69.57	69.57-	125183	9/21/22		0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	159.62	159.62-	125184	9/21/22		0.00
		** TOTALS **	229.19	229.19-				0.00
01-004137	CHAMBER OF COMMERCE	SUMMER READING PROGRAM PRIZES	500.00	500.00-	125193	9/21/22		0.00
		** TOTALS **	500.00	500.00-				0.00
01-001393	CHAMPION FORD INC.	#15 WATER PUMP	1,895.40	0.00	000000	0/00/00		1,895.40
		** TOTALS **	1,895.40	0.00				1,895.40
01-004525	CITY OF CARROLL	DOWNTOWN RESTROOM WATER	43.27	43.27-	125197	9/21/22		0.00
		** TOTALS **	43.27	43.27-				0.00
01-003633	CLEANING SOLUTIONS INC	AUGUST LIBRARY CLEANING	3,120.00	3,120.00-	125189	9/21/22		0.00
		** TOTALS **	3,120.00	3,120.00-				0.00
01-004835	COMMERCIAL SAVINGS BANK	DEBT PROCEEDS WIRE TRANSFER	5.00	5.00-	000000	9/14/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	SEPT. ACH WATER PROCESSING FEE	125.04	125.04-	000000	9/15/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	14,466.46	14,466.46-	001375	9/22/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,516.22	15,516.22-	001375	9/22/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,948.90	4,948.90-	001375	9/22/22		0.00
		** TOTALS **	35,061.62	35,061.62-				0.00
01-002071	COMPUTER REPAIR & SERVICE	CITY MGR SEC. LAPTOP	1,620.00	0.00	000000	0/00/00		1,620.00
01-002071	COMPUTER REPAIR & SERVICE	EMAIL SETUP	115.00	0.00	000000	0/00/00		115.00
		** TOTALS **	1,735.00	0.00				1,735.00
01-001384	COPY SYSTEMS INC.	POSTAGE MACHINE REPAIRS	340.25	0.00	000000	0/00/00		340.25
		** TOTALS **	340.25	0.00				340.25
01-003214	CORE-MARK MIDCONTINENT IN	CONCESSIONS RETURNED	31.65-	0.00	000000	0/00/00		31.65-

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003214	CORE-MARK MIDCONTINENT IN FALL SOCCER CONCESSIONS		1,052.48	0.00	000000	0/00/00		1,052.48
	** TOTALS **		1,020.83	0.00				1,020.83
01-001595	COUNSEL OFFICE & DOCUMENT COPIER CONTRACT		103.21	0.00	000000	0/00/00		103.21
	** TOTALS **		103.21	0.00				103.21
01-003924	DELTA DENTAL	OCT. DENTAL INS. PREMIUMS	1,109.08	1,109.08-	125192	9/21/22		0.00
	** TOTALS **		1,109.08	1,109.08-				0.00
01-005615	DEMCO EDUCATIONAL CORP.	OPERATING SUPPLIES	931.73	931.73-	125199	9/21/22		0.00
	** TOTALS **		931.73	931.73-				0.00
01-001965	DIANE TRACY	OUTREACH & SUPPLIES	81.04	81.04-	125178	9/21/22		0.00
	** TOTALS **		81.04	81.04-				0.00
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	2,963.61	0.00	000000	0/00/00		2,963.61
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	59.26	0.00	000000	0/00/00		59.26
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	4,909.45	0.00	000000	0/00/00		4,909.45
	** TOTALS **		7,932.32	0.00				7,932.32
01-006275	DREES OIL CO. INC.	PROPANE	115.19	115.19-	125152	9/14/22		0.00
	** TOTALS **		115.19	115.19-				0.00
01-012590	ECHO ELECTRIC SUPPLY	CBD LIGHTS	1,917.43	0.00	000000	0/00/00		1,917.43
01-012590	ECHO ELECTRIC SUPPLY	CBD LIGHTS	64.15	0.00	000000	0/00/00		64.15
01-012590	ECHO ELECTRIC SUPPLY	BULBS	99.79	99.79-	125155	9/14/22		0.00
01-012590	ECHO ELECTRIC SUPPLY	CBD LIGHTS	364.72	0.00	000000	0/00/00		364.72
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	44.35	0.00	000000	0/00/00		44.35
01-012590	ECHO ELECTRIC SUPPLY	REPAIR LIGHTS/OUTLET	74.84	0.00	000000	0/00/00		74.84
	** TOTALS **		2,565.28	99.79-				2,465.49
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	122.51	122.51-	125153	9/14/22		0.00
	** TOTALS **		122.51	122.51-				0.00
01-003717	ELECTRONIC CONTRACTING CO	BRIVO CARD READERS	2,100.00	0.00	000000	0/00/00		2,100.00
	** TOTALS **		2,100.00	0.00				2,100.00
01-008027	FAREWAY STORES	DISTILLED WATER	212.24	0.00	000000	0/00/00		212.24
	** TOTALS **		212.24	0.00				212.24
01-008050	FASTENAL COMPANY	SIGN BOLTS	94.83	0.00	000000	0/00/00		94.83
	** TOTALS **		94.83	0.00				94.83
01-006860	FELD FIRE EQUIPMENT CO.	BADGES FOR FIREMEN	1,543.00	0.00	000000	0/00/00		1,543.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

		** TOTALS **	1,543.00	0.00				1,543.00
01-000633	FILTER CARE	FILTER CLEANING	286.54	0.00	000000	0/00/00		286.54
		** TOTALS **	286.54	0.00				286.54
01-000013	FIRE/POLICE RETIREMENT SY MFPRSI CONTRIBUTIONS		13,839.12	13,839.12-	001376	9/22/22		0.00
		** TOTALS **	13,839.12	13,839.12-				0.00
01-003848	FIRST IMPRESSION	SEPT. MALL RESTROOM CLEANING	300.00	0.00	000000	0/00/00		300.00
		** TOTALS **	300.00	0.00				300.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	724.50	0.00	000000	0/00/00		724.50
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	644.50	0.00	000000	0/00/00		644.50
		** TOTALS **	1,369.00	0.00				1,369.00
01-009500	GEHLING WELDING & REPAIR	EQUIPMENT REPAIRS	22.00	0.00	000000	0/00/00		22.00
01-009500	GEHLING WELDING & REPAIR	WEIGHT EQUIPMENT HANDLE	15.00	0.00	000000	0/00/00		15.00
		** TOTALS **	37.00	0.00				37.00
01-001224	GRAPHIC CONTROLS LLC	OPERATING SUPPLIES	338.24	0.00	000000	0/00/00		338.24
01-001224	GRAPHIC CONTROLS LLC	OPERATING SUPPLIES	604.05	0.00	000000	0/00/00		604.05
		** TOTALS **	942.29	0.00				942.29
01-010156	GRAPHIC EDGE LLC	BASKETBALL HOOPS	259.99	0.00	000000	0/00/00		259.99
		** TOTALS **	259.99	0.00				259.99
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	75.00	75.00-	125198	9/21/22		0.00
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	577.71	0.00	000000	0/00/00		577.71
		** TOTALS **	652.71	75.00-				577.71
01-011831	HY-VEE INC.	PROGRAM SUPPLIES	95.02	95.02-	125200	9/21/22		0.00
01-011831	HY-VEE INC.	GLASS RETIREMENT	88.23	88.23-	125201	9/21/22		0.00
		** TOTALS **	183.25	183.25-				0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	748.55	748.55-	125190	9/21/22		0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	18.50	18.50-	125190	9/21/22		0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	748.55	748.55-	125190	9/21/22		0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	18.50	18.50-	125190	9/21/22		0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	78.75	78.75-	125190	9/21/22		0.00
		** TOTALS **	1,612.85	1,612.85-				0.00
01-001572	IMFOA	FALL IMFOA CONF REG - SCHAEFER	125.00	125.00-	125142	9/14/22		0.00
		** TOTALS **	125.00	125.00-				0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES :	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022
PARTIALLY ITEMS DATES:	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022
UNPAID ITEMS DATES :	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022	9/09/2022	THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003295	IMPACT7G INC	ASBESTOS REMOVAL	1,725.00	0.00	000000	0/00/00		1,725.00
		** TOTALS **	1,725.00	0.00				1,725.00
01-012685	IOWA SMALL ENGINE CENTER	EQUIPMENT REPAIRS	26.95	26.95-	125156	9/14/22		0.00
01-012685	IOWA SMALL ENGINE CENTER	FUEL FILTERS	9.69	0.00	000000	0/00/00		9.69
		** TOTALS **	36.64	26.95-				9.69
01-012706	IPERS	IPERS CONTRIBUTIONS	19,545.77	19,545.77-	001377	9/22/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	12.39	12.39-	001377	9/22/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	439.19	439.19-	001377	9/22/22		0.00
		** TOTALS **	19,997.35	19,997.35-				0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00		960.00
		** TOTALS **	960.00	0.00				960.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	295.70	0.00	000000	0/00/00		295.70
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	103.45	0.00	000000	0/00/00		103.45
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	100.60	0.00	000000	0/00/00		100.60
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	323.95	0.00	000000	0/00/00		323.95
01-003243	JET'S OUTDOOR POWER AND S	GOLF CARTS - FLIGHT BREAKFAST	320.00	320.00-	125145	9/14/22		0.00
		** TOTALS **	1,143.70	320.00-				823.70
01-025020	JOHN DEERE FINANCIAL	OIL FILTERS AND OIL	130.98	130.98-	125206	9/21/22		0.00
01-025020	JOHN DEERE FINANCIAL	#35 OIL FILTERS	88.37	88.37-	125206	9/21/22		0.00
01-025020	JOHN DEERE FINANCIAL	HYDRAULIC & TRANSMISSION OIL	111.58	111.58-	125206	9/21/22		0.00
		** TOTALS **	330.93	330.93-				0.00
01-002700	JUSTIN FERRIN	FTO BASIC COURSE	248.82	248.82-	125180	9/21/22		0.00
		** TOTALS **	248.82	248.82-				0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	122.44	0.00	000000	0/00/00		122.44
		** TOTALS **	122.44	0.00				122.44
01-001345	KELTEK INCORPORATED	CHARGING PORT	58.48	0.00	000000	0/00/00		58.48
		** TOTALS **	58.48	0.00				58.48
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLUORIDE	403.00	0.00	000000	0/00/00		403.00
		** TOTALS **	403.00	0.00				403.00
01-014542	KIESLER'S POLICE SUPPLY	SERVICE WEAPONS LESS TRADE-INS	13,384.00	0.00	000000	0/00/00		13,384.00
		** TOTALS **	13,384.00	0.00				13,384.00
01-003022	LAVERN DIRKX	HOUSING CONFERENCE	137.04	0.00	000000	0/00/00		137.04
01-003022	LAVERN DIRKX	ACCESS WASHINGTON EXPENSES	1,748.96	0.00	000000	0/00/00		1,748.96

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

		** TOTALS **	1,886.00	0.00				1,886.00
01-003540	LINCOLN HIGHWAY ASSOCIATI	PERIODICAL RENEWAL	75.00	75.00-	125188	9/21/22		0.00
		** TOTALS **	75.00	75.00-				0.00
01-002331	MACQUEEN EQUIPMENT LLC	#35 EQUIPMENT MAINT. SUPPLIES	547.48	0.00	000000	0/00/00		547.48
		** TOTALS **	547.48	0.00				547.48
01-017133	MASTERCARD	SUPPLIES/CONFERENCE	1,381.47	1,381.47-	000000	9/14/22		0.00
01-017133	MASTERCARD	ADOBE SOFTWARE	14.99	14.99-	125202	9/21/22		0.00
01-017133	MASTERCARD	BACKGROUND/TRNG/KENNEL	1,481.18	1,481.18-	125203	9/21/22		0.00
01-017133	MASTERCARD	SUPPLIES	1,722.24	1,722.24-	125204	9/21/22		0.00
01-017133	MASTERCARD	SUPPLIES	489.40	489.40-	125205	9/21/22		0.00
		** TOTALS **	5,089.28	5,089.28-				0.00
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	1,196.98	1,196.98-	000000	9/14/22		0.00
		** TOTALS **	1,196.98	1,196.98-				0.00
01-003863	MID-IOWA ENVIRONMENTAL	ASBESTOS REMOVAL	2,975.00	0.00	000000	0/00/00		2,975.00
		** TOTALS **	2,975.00	0.00				2,975.00
01-003226	MIKE KILLEEN	IRWA CONFERENCE EXPENSES	154.90	154.90-	125185	9/21/22		0.00
		** TOTALS **	154.90	154.90-				0.00
01-002951	MIKE POGGE-WEAVER	HOUSING CONFERENCE	128.59	0.00	000000	0/00/00		128.59
01-002951	MIKE POGGE-WEAVER	ACCESS DC & ICMA CONFERENCE	202.99	0.00	000000	0/00/00		202.99
		** TOTALS **	331.58	0.00				331.58
01-017730	MOORHOUSE READY MIX CO.	GRAVEL FOR NORTH ENTRANCE	291.00	291.00-	125157	9/14/22		0.00
		** TOTALS **	291.00	291.00-				0.00
01-018408	NAPA AUTO PARTS	HOSE FITTINGS	163.89	0.00	000000	0/00/00		163.89
01-018408	NAPA AUTO PARTS	SANDING POOL	24.15	0.00	000000	0/00/00		24.15
01-018408	NAPA AUTO PARTS	GRINDING WHEELS	32.98	0.00	000000	0/00/00		32.98
		** TOTALS **	221.02	0.00				221.02
01-003250	NEW WAY FORD	1/2 TON EXTENDED CAB PICKUP	21,740.00	21,740.00-	125146	9/14/22		0.00
		** TOTALS **	21,740.00	21,740.00-				0.00
01-003298	NUTRIEN AG SOLUTIONS INC	FALL SPRAYING	893.23	893.23-	125147	9/14/22		0.00
		** TOTALS **	893.23	893.23-				0.00
01-020208	O'HALLORAN INTERNATIONAL	FILTERS	283.80	0.00	000000	0/00/00		283.80
01-020208	O'HALLORAN INTERNATIONAL	AIR FILTERS	141.71	0.00	000000	0/00/00		141.71

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

		** TOTALS **	425.51	0.00				425.51
01-020203	OFFICE STOP	OFFICE SUPPLIES	292.99	0.00	000000	0/00/00		292.99
		** TOTALS **	292.99	0.00				292.99
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	34.38	0.00	000000	0/00/00		34.38
		** TOTALS **	34.38	0.00				34.38
01-021050	P & H WHOLESALE INC.	PIPE RETURNED	14.39-	0.00	000000	0/00/00		14.39-
01-021050	P & H WHOLESALE INC.	PIPE	14.39	0.00	000000	0/00/00		14.39
01-021050	P & H WHOLESALE INC.	PIPE	75.50	0.00	000000	0/00/00		75.50
01-021050	P & H WHOLESALE INC.	PVC FITTINGS	30.35	0.00	000000	0/00/00		30.35
01-021050	P & H WHOLESALE INC.	SUPPLIES	1.16	0.00	000000	0/00/00		1.16
01-021050	P & H WHOLESALE INC.	PUMP SUPPLIES	67.73	0.00	000000	0/00/00		67.73
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIR PARTS	148.80	0.00	000000	0/00/00		148.80
		** TOTALS **	323.54	0.00				323.54
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS	85.00	0.00	000000	0/00/00		85.00
		** TOTALS **	85.00	0.00				85.00
01-009870	RACCOON VALLEY ELECTRIC C	AUGUST ELECTRIC SERVICE	939.73	939.73-	125154	9/14/22		0.00
		** TOTALS **	939.73	939.73-				0.00
01-003881	SCHOOL LIFE	PROGRAM SUPPLIES	99.45	99.45-	125191	9/21/22		0.00
		** TOTALS **	99.45	99.45-				0.00
01-003696	SCI COMMUNICATIONS INC	MISC TELEPHONE ISSUES	1,050.00	0.00	000000	0/00/00		1,050.00
		** TOTALS **	1,050.00	0.00				1,050.00
01-002803	SITE ONE LANDSCAPE SUPPLY	REPAIR KITS	338.66	0.00	000000	0/00/00		338.66
		** TOTALS **	338.66	0.00				338.66
01-001652	SNAPPY POPCORN CO. INC.	FALL SOCCER CONCESSIONS	96.00	0.00	000000	0/00/00		96.00
		** TOTALS **	96.00	0.00				96.00
01-003945	SPIKE STRIP MFG	REPLACE SPIKE STRIP	100.00	0.00	000000	0/00/00		100.00
		** TOTALS **	100.00	0.00				100.00
01-000322	STATE LIBRARY OF IOWA	STAFF TRAINING - JOHNSON	15.00	15.00-	125174	9/21/22		0.00
		** TOTALS **	15.00	15.00-				0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	20.85	20.85-	125207	9/21/22		0.00
01-025880	STONE PRINTING CO.	OPERATING SUPPLIES	9.99	9.99-	125207	9/21/22		0.00
		** TOTALS **	30.84	30.84-				0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003943	SWEETS BY JANNELLE	SUSAN GLASS RETIREMENT	63.00	0.00	000000	0/00/00		63.00
		** TOTALS **	63.00	0.00				63.00
01-026401	TEN POINT CONSTRUCTION CO	2022 STREET RESTORATION	3,467.50	0.00	000000	0/00/00		3,467.50
		** TOTALS **	3,467.50	0.00				3,467.50
01-000578	TERRY KLUVER	IRWA CONFERENCE EXPENSES	154.90	154.90-	125175	9/21/22		0.00
		** TOTALS **	154.90	154.90-				0.00
01-002862	TRAVIS BOELL	STEEL TOED BOOTS	200.00	200.00-	125182	9/21/22		0.00
		** TOTALS **	200.00	200.00-				0.00
01-027060	TREASURER OF IOWA	AUGUST SALES TAX	16,764.83	16,764.83-	000000	9/14/22		0.00
		** TOTALS **	16,764.83	16,764.83-				0.00
01-027079	TRIPLE A SEEDS INC.	FALL RYE GRAIN	61.50	0.00	000000	0/00/00		61.50
01-027079	TRIPLE A SEEDS INC.	FERTILIZER	129.00	0.00	000000	0/00/00		129.00
01-027079	TRIPLE A SEEDS INC.	FERTILIZER	43.00	0.00	000000	0/00/00		43.00
		** TOTALS **	233.50	0.00				233.50
01-003220	TURFWERKS	REPAIR PARTS	498.05	0.00	000000	0/00/00		498.05
		** TOTALS **	498.05	0.00				498.05
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/3/2022	26.38	26.38-	125159	9/14/22		0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/10/2022	26.43	26.43-	125208	9/21/22		0.00
		** TOTALS **	52.81	52.81-				0.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	RANDOM DRUG TEST	42.00	0.00	000000	0/00/00		42.00
		** TOTALS **	42.00	0.00				42.00
01-003941	US DEPARTMENT OF TRANSPOR	CDL QUERIES	31.25	31.25-	000000	9/14/22		0.00
		** TOTALS **	31.25	31.25-				0.00
01-028814	VAN METER COMPANY, THE	SUPPLIES	48.51	0.00	000000	0/00/00		48.51
		** TOTALS **	48.51	0.00				48.51
01-002666	VAN WALL EQUIPMENT INC.	LAWN MOWER	39,711.38	0.00	000000	0/00/00		39,711.38
		** TOTALS **	39,711.38	0.00				39,711.38
01-003377	WELLMARK BLUE CROSS/BLUE	OCT. HEALTH INS. PREMIUMS	1,016.58	1,016.58-	125186	9/21/22		0.00
01-003377	WELLMARK BLUE CROSS/BLUE	OCT. HEALTH INS. PREMIUMS	47,048.70	47,048.70-	125187	9/21/22		0.00
		** TOTALS **	48,065.28	48,065.28-				0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES	:		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---
01-002590	WENDL'S WEAPONS LLC	MAGAZINES	104.40	0.00	000000	0/00/00		104.40
01-002590	WENDL'S WEAPONS LLC	GUN PARTS	43.20	0.00	000000	0/00/00		43.20
** TOTALS **			147.60	0.00				147.60
01-002381	WESTMOR FLUID SOLUTIONS L	CREDIT ON ACCT	99.09-	99.09	125143	9/14/22		0.00
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY REPAIR	678.07	678.07-	125143	9/14/22		0.00
** TOTALS **			578.98	578.98-				0.00
01-030355	WITTROCK MOTOR CO.	AUGUST CAR RENTAL	550.00	550.00-	125160	9/14/22		0.00
01-030355	WITTROCK MOTOR CO.	#20 FENDER REPAIRS	600.00	0.00	000000	0/00/00		600.00
** TOTALS **			1,150.00	550.00-				600.00
01-003291	WORLDPAY INTEGRATED PAYME	CC PROCESSING	1,131.99	1,131.99-	000000	9/14/22		0.00
** TOTALS **			1,131.99	1,131.99-				0.00
01-003722	ISOLVED BENEFIT SERVICES	AUGUST HRA CHECKS	1,356.34	1,356.34-	000000	9/14/22		0.00
** TOTALS **			1,356.34	1,356.34-				0.00
* Payroll Expense			179,652.90					

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES:	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES :		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022

	R E P O R T T O T A L S		
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	369,143.26	369,143.26CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	215,820.88	0.00	215,820.88
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	584,964.14	369,143.26CR	215,820.88

U N P A I D R E C A P	
UNPAID INVOICE TOTALS	215,866.92
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	46.04CR
** UNPAID TOTALS **	215,820.88

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
PARTIALLY ITEMS DATES :	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022
UNPAID ITEMS DATES :		9/09/2022 THRU 9/22/2022	9/09/2022 THRU 9/22/2022

FUND TOTALS

001	GENERAL FUND	273,929.82
010	HOTEL/MOTEL TAX	30.79
110	ROAD USE TAX FUND	9,603.87
121	LOCAL OPTION SALES TAX	343.27
178	CRIME PREV/SPEC PROJECTS	1,356.45
304	C.P. STREETS	3,467.50
313	C.P. - REC CENTER BLDG	4,705.00
314	C.P.-STREETS MAINT BLDG	88.62
600	WATER UTILITY FUND	26,802.92
610	SEWER UTILITY FUND	33,485.72
612	SEWER UTILITY CAP. IMP.	15.67
620	STORM WATER UTILITY	950.91
850	MEDICAL INSURANCE FUND	50,530.70
	* PAYROLL EXPENSE	179,652.90

GRAND TOTAL 584,964.14

BRUNER, BRUNER, REINHART & MORTON, LLP


ATTORNEYS AT LAW

Barry T. Bruner
David S. Bruner
Eric D. Reinhart
Jessica L. Morton

225. E. 7th Street
CARROLL, IOWA 51401-0863
Telephone (712) 792-3480
Fax (712) 792-6981
www.brunerlegal.com

Robert S. Bruner
(1913-2006)
Robert F. Feilmeyer
(retired)

MEMO

TO: Mayor Beardmore, City Council and Manager
FROM: David S. Bruner, City Attorney 
DATE: September 12, 2022
RE: Acceptance of tobacco Settlement Agreements-Sparky's One Stop

BACKGROUND

On April 21, 2022, tobacco retailer compliance checks by the Carroll Police Department resulted in a citation being issued to an employee of Sparky's One Stop for providing tobacco to a minor. In accordance with State law, the City must pursue a civil penalty against the tobacco permit holder. The civil penalty for a first offense is \$300 for Sparky's One Stop.

The above retailer has made its payment of the civil penalty and submitted their Settlement Agreement.

RECOMMENDATION

Motion authorizing the Mayor to execute the Order accepting the Settlement Agreement from the above retailer for violation of the State's tobacco law.

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BEFORE THE CARROLL CITY COUNCIL

In Re:

Sparky's One Stop
1515 Plaza Drive
Carroll, IA 51401

ORDER ACCEPTING
AGREEMENT
(FIRST VIOLATION)

ON this 26th day of September, 2022, in lieu of a public hearing on the matter, the Carroll City Council approves the attached Agreement between the above captioned permittee and the City of Carroll.

THEREFORE, the Carroll City Council FINDS that the above captioned permittee has remitted to the City of Carroll a civil penalty in the amount of three hundred dollars (\$300.00). This violation dated April 21, 2022, will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

cc: Connie M. Larson
Assistant Iowa Attorney General
Hoover Building
Des Moines, IA 50319

m:\janet\word\dsb\1850.11\doc-22\sparky's-order accepting-1st

IN RE:

Sparky's One Stop
1515 Plaza Drive
Carroll, IA 51401

SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this violation dated April 21, 2022 will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300.00 made payable to the City of Carroll, Iowa, to settle the above referenced complaint.

SPARKY'S ONE STOP

BY: 

DATE

7/25, 2022

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

m:\janet\word\dsb\1850.11\0forms\sparky's - acknow-settlemtnagree-1st

BRUNER, BRUNER, REINHART & MORTON, LLP


ATTORNEYS AT LAW

Barry T. Bruner
David S. Bruner
Eric D. Reinhart
Jessica L. Morton

225. E. 7th Street
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Telephone (712) 792-3480
Fax (712) 792-6981
www.brunerlegal.com

Robert S. Bruner
(1913-2006)
Robert F. Feilmeyer
(retired)

MEMO

TO: Mayor Beardmore, City Council and Manager
FROM: David S. Bruner, City Attorney 
DATE: September 12, 2022

RE: Acceptance of tobacco Settlement Agreements-Walmart #1787

BACKGROUND

On April 21, 2022, tobacco retailer compliance checks by the Carroll Police Department resulted in a citation being issued to an employee of Walmart #1787 for providing tobacco to a minor. In accordance with State law, the City must pursue a civil penalty against the tobacco permit holder. The civil penalty for a first offense is \$300 for Walmart #1787.

The above retailer has made its payment of the civil penalty and submitted their Settlement Agreement.

RECOMMENDATION

Motion authorizing the Mayor to execute the Order accepting the Settlement Agreement from the above retailer for violation of the State's tobacco law.

m:\janet\word\dsb\1850.11\ltrs-22\council91222-walmart

BEFORE THE CARROLL CITY COUNCIL

In Re:

Walmart #1787
2014 Kittyhawk Road
Carroll, IA 51401

ORDER ACCEPTING
AGREEMENT
(FIRST VIOLATION)

ON this 26th day of September, 2022, in lieu of a public hearing on the matter, the Carroll City Council approves the attached Agreement between the above captioned permittee and the City of Carroll.

THEREFORE, the Carroll City Council FINDS that the above captioned permittee has remitted to the City of Carroll a civil penalty in the amount of three hundred dollars (\$300.00). This violation dated April 21, 2022, will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

cc: Connie M. Larson
Assistant Iowa Attorney General
Hoover Building
Des Moines, IA 50319

m:\janet\word\dsb\1850.11\doc-22\walmart-order accepting-1st

IN RE:

Walmart #1787
2014 Kittyhawk Road
Carroll, IA 51401

SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this violation dated April 21, 2022 will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300.00 made payable to the City of Carroll, Iowa, to settle the above referenced complaint.

WALMART #1787

BY: Jessica M. Post

9/6, 2022
DATE

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

m \janet\word\dsb\1850 11\doc-22\walmart - acknow-settlemtnagree-1st

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: September 22, 2022

SUBJECT: Infill Housing Incentive Application

The City of Carroll received an Infill Housing Incentive application as follows:

Applicant:	Wittrock Construction (JFF LLC)
Property Location:	1432 Woodland Dr (Northridge Subdivision)
Estimated Building Value:	\$385,000

As a note, the incentive is paid to the applicant after the City issues the final occupancy permit for the home. If this application is approved there will be 18 incentives remaining available.

RECOMMENDATION: Mayor and City Council consideration and approval of the requested Infill Housing Incentive application.

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: Woodland Drive

Legal Description or Parcel Number: LOT 4, Northridge Addition

Applicant: JFF LLL

Address: 1320 N. West St.

City: Carroll State: Iowa

Phone: (712) 830-3187

Current Property Value (from assessor's records)

Land: \$ _____ Building(s): \$ _____

Brief Description of Project: New Home - single family

Estimated Cost of Actual Building Improvements: \$ 385,000

Start Date: 10-1-22

Estimated or Actual Completion Date: 5-1-22

Note: No change may be made once an application is approved without approval of the Carroll City Council.

Acknowledgments:

A copy of the building permit is attached.

The property to which improvements are made conform to all applicable city codes.

The applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining a housing incentive from the City of Carroll and is true and complete to the best of the applicant's knowledge. The applicant acknowledges that no incentive will be received unless it is approved by the Carroll City Council. The applicant understands and acknowledges the rules of the Program and acknowledges that incentive eligibility is subject to the Program rules.

Applicant's Signature:  Date Signed: 9-16-22

City Council Action:

_____ Approved Date: _____

_____ Disapproved Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 9/22/2022

PERMIT #: 220221

DATE ISSUED: 9/22/2022

PROJECT ADDRESS: 1432 WOODLAND DRIVE
LOCATION: 1432 WOODLAND DRIVE
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: WITTROCK CONSTRUCTION
ADDRESS: 1320 N WEST ST
CITY: CARROLL
STATE: IA
ZIP: 51401-1440
PHONE:

CONTRACTOR: WITTROCK CONSTRUCTION
ADDRESS: 1320 N WEST ST
CITY: CARROLL
ST: IA
ZIP: 51401-1440
PHONE:

VALUATION: \$ 385,000.00
WORK: RESIDENTIAL NEW
PROP. USE:
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE	DESCRIPTION	AMOUNT
BL ISSUE	BUILDING ISSUE FEE	\$1,153.50
CONST WTR	CONSTRUCTION WATER	\$ 42.00
TOTAL		\$1,195.50

NOTES: NEW SINGLE FAMILY DWELLING

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE 9/22/22

(APPROVED BY)

DATE 9/22/22

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: September 22, 2022
SUBJECT: FY 2023 Outside Agency Funding Agreement Resolution
1. New Opportunities, Inc.

The City's June 30, 2021 financial statement audit received a comment regarding donations of public funds to private non-profit organizations. The recommendation from the City's auditor was, "the City Council should determine and document the public purpose served by these types of disbursements prior to authorizing any further payments. If this practice is continued, the City should establish written policies and procedures, including the requirements for proper public purpose documentation."

City staff sought information from other communities and worked with the City's auditor for the documentation of the public purpose. Attached is an agreement with New Opportunities, Inc. that documents the public purpose for funding family development center services, prevention services and treatment services.

RECOMMENDATION: Council review and approval of the attached resolution approving a funding agreement with New Opportunities, Inc.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
NEW OPPORTUNITIES, INC.**

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

WHEREAS, it is determined that the approval of the funding agreement with New Opportunities, Inc. is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with New Opportunities, Inc. be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and New Opportunities (hereafter “Entity”) of 23751 Hwy 30 E, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

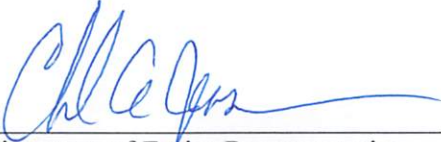
1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
2. The City shall provide funding not to exceed \$10,920 for fiscal year 2023. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for an initial half of the funding any time after July 1st. The remaining amount will be reimbursed by the City based on actual clients served with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2023.
 - a. The City will be contracting for Family Development Center (FDC) Services, Prevention Services, and Treatment Services between June 1, 2022 through May 31, 2023, not to exceed the following amounts:

Service	Cost per Client Served	Maximum Number of Client Reimbursed	Maximum Annual Amount
FDC Services	\$1.20	910	\$1,092.00
Prevention Services	\$2.00	2457	\$4,914.00
Treatment Services	\$34.00	145	\$4,914.00

3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of family development and substance abuse treatment and prevention for the citizens of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.

7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 22nd day of September, 2022.



Signature of Entity Representative

Chad A Jensen, CEO

Print Name and Title

Mark E. Beardmore
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Randall M. Krauel, Director of Public Works

DATE: September 21, 2022

SUBJECT: Street Restoration – 2022

- Change Order No. 1

During construction of the Street Restoration – 2022 project, conditions were encountered that dictated work be performed that was not included in the Contract. The additional work performed is detailed in the attached proposed Change Order No. 1 and summarized below along with proposed costs.

Geogrid subbase stabilization on Peeble Lane	\$2,900.00
Sidewalk retaining wall	<u>\$750.00</u>
Total	\$3,650.00

No change in Contract Time is proposed.

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 1 to the Street Restoration – 2022 project Contract in the amount of \$3,650.00.

RMK:ds

attachments (2)

CHANGE ORDER
NO. 1

PROJECT: STREET RESTORATION - 2022
 OWNER: City of Carroll, Iowa
 OWNER's Contract No.: Resolution #22-35
 CONTRACTOR: Ten Point Construction Co., Inc.
 ENGINEER: JEO Consulting Group, Inc.

DATE OF ISSUANCE: September 15, 2022

EFFECTIVE DATE: September 26, 2022

You are directed to make the following changes in the Contract Documents:

Description: See Attachment A

Reason for Change Order: See Attachment A


Attachments: Attachment A

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ 748,034.25
Net Increase (Decrease) from previous Change Order No. 1: \$ 0.00
Contract Price prior to this Change Order: \$ 748,034.25
Net Increase (Decrease) of this Change Order: \$ 3,650.00
Contract Price with all approved Change Orders: \$ 751,684.25

CHANGE IN CONTRACT TIMES:
Original Contract Times: Full Completion: November 15, 2022
Net change from previous Change Orders No. --- to No. ---, Full Completion: None
Contract Times prior to this Change Order: Full Completion: November 15, 2022
Net increase (decrease) this Change Order: Full Completion: None
Contract Times with all approved Change Orders: Full Completion: November 15, 2022

RECOMMENDED:

City of Carroll

By: 
Randall M. Krauel, City Engineer

Date: 09-15-22

APPROVED:

City of Carroll

By: _____
Mark E. Beardmore, Mayor

Date: 09-26-22

ACCEPTED:

Ten Point Construction Co., Inc.

By: _____
(Authorized Signature)

Date: _____

STREET RESTORATION - 2022

CHANGE ORDER NO. 1 ATTACHMENT A

Description:

- 1.1 Provision and placement of geogrid on Peeble Lane Sta. 401+89 to Sta. 403+30, 10.5 feet wide.
- 1.2 Construction of block retaining wall to protect tree at 2105 N. Main Street.

Reason for Change:

- 1.1 Unstable subbase could not be stabilized by subbase over-excavation.
- 1.2 Sidewalk removal and replacement to conform to ramp grade restrictions resulted in root exposure of adjacent tree.

Cost:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.1	Geogrid	L.S.	1	\$2,900.00	\$2,900.00
1.2	Retaining Wall	L.S.	1	\$750.00	\$ 750.00
Total					\$3,650.00

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSW-w*

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

DATE: September 21, 2022

SUBJECT: Street Restoration - 2022
Certificate of Substantial Completion

The contractor, Ten Point Construction Co., Inc., has successfully completed the Street Restoration – 2022 project. The date of substantial completion was August 23, 2022. The date of full completion included in the Contract is November 15, 2022.

The final project construction cost is \$754,550.50. The amended Contract price is \$751,684.25. The difference in costs is primarily due to additional full-depth patching identified during the project.

RECOMMENDATION: Mayor and City Council consideration of acceptance of the Certificate of Substantial Completion for the Street Restoration – 2022 project.

RMK:ds

attachment

CITY OF CARROLL

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: STREET RESTORATION - 2022
OWNER: City of Carroll, Iowa
OWNER'S Contract No.: Resolution #22-35
CONTRACTOR: Ten Point Construction Co., Inc.
ARCHITECT: JEO Consulting Group, Inc.

DATE OF SUBSTANTIAL COMPLETION: August 23, 2022

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

To: City of Carroll, Iowa

And To: Ten Point Construction Co., Inc.

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows: See Specifications.

The following document are attached and made part of this Certificate.

None

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

ENGINEER issues this Certificate of Substantial Completion on September 15, 2022.

CITY OF CARROLL, IOWA

By: 
Randall M. Krauel, City Engineer

CONTRACTOR accepts this Certificate of Substantial Completion on:

(Date)

Ten Point Construction Co., Inc.

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on September 26, 2022

CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

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: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: September 14, 2022
SUBJECT: Graham Park Drainage Ditch #77 Improvements Project- Change Order No. 1

During construction on the Graham Park Drainage Ditch #77 Improvements project, some items of work were encountered that required changes to the original construction plans. The items of work have been included in the attached change order and are summarized as follows:

An additional 100 tons of Rip Rap (Class E) were added to the project due to extra sluffing of the ditch bank. The estimated amount needed was short only by 100 ton to the original 1,488 ton that was bid.

During the project construction, engineers from Shive-Hattery, Inc. and Healy Excavation discovered a stretch of Drainage Ditch #77 that was not in the original specifications. With the City's sewer line being extremely close to the ditch bank, the Parks and Recreation Director and the City Engineer agreed with the engineer and contractor that it was in the City's best interest to protect the sewer line bank wall. The total amount of Rip Rap needed is 30 tons.

Total amount of added 100 ton of Rip Rap	\$7,500
Total amount of added 30 ton of Rip Rap	\$2,250
Total amount of Change Order #1	\$9,750
Engineering	\$45,100
Master Plan	\$27,000
Change Order #1	\$9,750
Healy Excavation	\$213,627
TOTAL EXPENSE	\$295,477
LOST FY 18	\$75,000
LOST FY 21	\$150,000
REAP GRANT	\$125,000
Interest	\$2,800
TOTAL REVENUES	\$352,800

RECOMMENDATION: Mayor and City Council consideration and approval of Change Order No. 1 in the amount of \$9,750 for the Graham Park Drainage Ditch #77 Improvements Project.

CHANGE ORDER

DATE:
 September 8, 2022

PROJECT:

City of Carroll – Drainage Ditch 77 Improvements

CHANGE ORDER NUMBER:

01

OWNER:

City of Carroll

CONSULTANT:

Shive-Hattery, Inc.
 4125 Westown Pkwy, Suite 100
 West Des Moines, IA 50266

CONTRACTOR:

Healy Excavating

THE CONTRACT DATED MARCH 23, 2022 BETWEEN THE CITY OF CARROLL AND HEALY EXCAVATING IS MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER:

1. Additional 30 tons of rip rap were added to protect an existing sanitary sewer manhole and pipe infrastructure immediately east of the park shelter.
2. Based on discussions with the contractor, an additional 100 tons of rip rap is anticipated to be required to completed the project.

Changes to the Contract Unit Prices and Quantities are summarized below:

#	ITEM DESCRIPTION	BID QUANTITY	UNIT	ADDED /SUBTRACTED QUANTITY	BID UNIT PRICE	NET CHANGE IN CONTRACT PRICE
5	Rip Rap, Class E, Sanitary Sewer Protection	NA	TON	30	\$75.00	\$2,250.00
5	Rip Rap, Class E, Ditch Stabilization	1,488	TON	100	\$75.00	\$7,500.00

NET TOTAL = \$9,750

Original Contract Sum	\$	213,627.00
Net Change by previously authorized Change Orders	\$	0.00
Contract Sum prior to this Change Order	\$	213,627.00
Amount that this Change Order will increase the Contract Sum	\$	9,750.00
New Contract Sum including this Change Order	\$	223,377.00

The Contract Time will not be increased.

The date of Substantial Completion will remain December 16, 2022.

THIS DOCUMENT IS NOT VALID UNTIL SIGNED BY CONSULTANT, CONTRACTOR, AND OWNER.

Shive-Hattery, Inc.

CONSULTANT

Dan Jensen

SIGNATURE

Geomorphic Restoration Inc.

CONTRACTOR

John Healy

SIGNATURE

City of Carroll

OWNER

SIGNATURE

Dan Jensen, Civil Engineer

PRINTED NAME/TITLE

John Healy, Owner

PRINTED NAME

PRINTED NAME

September 8, 2022

DATE

9-8-22

DATE

DATE

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: September 14, 2022
SUBJECT: Carroll Municipal Golf Course- Contract Agreement

- Central Control System Global Service Plan - 5 Year Contract

The Carroll Municipal Golf Course is requesting to re-enter into a 5-year (through August of 2027) contract with Rain Bird Corporation for the use of its Central Control System Global Service Plan (GSP). The GSP from Rain Bird allows the Carroll Municipal Golf Course to better utilize day to day operations for its irrigation system. This allows workers to set irrigation schedules, identify exact areas of leaks or problems within the irrigation system, and Rain Bird to remote access and fix any software issues within our system. The Carroll Municipal Golf Course has entered into a similar agreement since the irrigation was installed in 2002. Each time a new contract is extended, Rain Bird provides the City of Carroll a new computer, monitor, keyboard, and updated software as a part of the contract. The City has historically used the GSP Premium and this is an annual budgeted expense.

GSP Premium 5-Year GSP Contract annual price:

\$3,850.00

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the 5-year Central Control System Global Service Plan by Rain Bird for the annual cost of \$3,850.00.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CENTRAL CONTROL SYSTEM GLOBAL SERVICE
PLAN WITH RAIN BIIRD CORPORATION**

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

WHEREAS, it is determined that the approval of the Central Control System Global Service Plan with Rain Bird Corporation is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the Central Control System Global Service Plan with Rain Bird Corporation be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk


Central Control System Global Service Plans


Golf Course Name _____ GSP Member # _____




Contact Name _____ Phone# _____ Email: _____

Getting the most from a world-class irrigation system can be a challenging task, but Rain Bird helps you every step of the way. Our Global Service Plans enable you to stay in control, optimizing performance, controlling costs, and preventing downtime. They provide the tools you need to secure your system, keeping it up to date and running smoothly 24/7/365. Our dedicated team of engineers delivers remote maintenance and technical support when you need it.

	Product ID		Description	Pricing	Years
	<input type="checkbox"/>	G022ADA	ADV PLAN YEARLY PAYMENT	\$ 1,650.00	
	<input type="checkbox"/>	G022ADM	ADV PLAN MONTHLY PAYMENT	\$ 151.25	
	Lump-Sum Payment: <input type="checkbox"/>			Annual Payment: <input type="checkbox"/>	

	Product ID		Description	Pricing
	<input type="checkbox"/>	G022PLL5	5YR PLUS PLAN LUMP SUM	\$ 16,862.50
	<input type="checkbox"/>	G022PLAI5	5YR PLUS PLAN ANNUAL INITIAL	\$ 3,550.00
	<input type="checkbox"/>	G022PLAR5	5YR PLUS PLAN ANNUAL RECURRING	\$ 3,550.00
	<input type="checkbox"/>	G022PLMI5	5YR PLUS PLAN MONTHLY INITIAL	\$ 1,600.00
	<input type="checkbox"/>	G022PLMR5	5YR PLUS PLAN MONTHLY RECURRING	\$ 303.81

	Product ID		Description	Pricing
	<input type="checkbox"/>	G022PRL5	5YR PREMIUM PLAN LUMP SUM	\$ 18,287.50
	<input type="checkbox"/>	G022PRAI5	5YR PREMIUM PLAN ANNUAL INITIAL	\$ 3,850.00
	<input type="checkbox"/>	G022PRAR5	5YR PREMIUM PLAN ANNUAL RECURRING	\$ 3,850.00
	<input type="checkbox"/>	G022PRMI5	5YR PREMIUM PLAN MONTHLY INITIAL	\$ 1,600.00
	<input type="checkbox"/>	G022PRMR5	5YR PREMIUM PLAN MONTHLY RECURRING	\$ 331.78

Add-Ons	Product ID		Description	Pricing	Qty/ Yrs
	<input type="checkbox"/>	001344-GSP700330	GSP PC – v8 Update (ADV ONLY)	\$ 2,450.00	
	<input type="checkbox"/>	G01300MIADV	TEMP MI ADV LICENSE (1 Year)	\$ 612.68	
	<input type="checkbox"/>	G01300MIPRO	TEMP MI PRO LICENSE (1 Year)	\$ 965.91	
	<input type="checkbox"/>	001375	ALERT-CONNECT (1 Year) (ADV/PLUS ONLY)	\$ 750.00	
	<input type="checkbox"/>	001385	GSP MI-Ready iPad	\$ 1,580.63	

NEW ! Alert-Connect has arrived

Remotely Monitor the performance of your Central Control



GSP Auto Cloud Back-up

Automatic daily back-up of your Central Control data base



GSP Alert!

Automatic alerts to you, your distributor and Rain Bird should your Control System or PC encounter an issue






GSP Connect

Unlimited remote control application for your PC

Don't risk losing a night's Irrigation!

Alert - Connect will automatically alert you when irrigation stops unexpectedly

Select your plan			
Normal business hours phone support	✓	✓	✓
GSP Auto Cloud Back-Up - Automatic daily back-up of your Central Control database	✓	✓	✓
BX and parts discounts - 20% discount on Board Exchange and hardware	✓	✓	✓
GSP 24/7/365 - 24/7/365 support should your irrigation fail after hours	✓	✓	✓
GSP Remote - Unlimited remote troubleshooting by GSP engineers		✓	✓
GSP Plug and Play PC - Full Rain Bird specification preconfigured PC		✓	✓
GSP MI - Flow managed real-time mobile users licenses		✓	✓
Next day PC and interface loan / replacement program		✓	✓
GSP Software Update - Get the latest version of your existing Central Control software		✓	✓
GSP Connect - Unlimited remote control application for your irrigation PC			✓
GSP Alert! - Immediate automated alerts to you, your distributor, and Rain Bird should your Control System or PC encounter an issue such as crashing or shutting down.			✓



For complete peace of mind, contact your Rain Bird distributor to put your plan in place today.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: September 22, 2022

SUBJECT: Subdivision Ordinance Review

The City's subdivision ordinance was last updated in September of 2003 and while it is a good framework, some updates are needed to make it more straightforward, especially related to rural subdivision plats and simple lot splits of existing subdivisions. Additionally, this would give the City the opportunity to codify the code and make it part of the City's Code of Ordinances and have it available on-line as part of our overall City Code.

The City entered into an agreement on February 22, 2021 with Region XII to revise the City of Carroll's subdivision ordinance for a proposed fee of \$2,000. Since work is still underway on this project, Region XII has proposed an amendment to the agreement extending the deadline to complete work on the revised code to June 30, 2023.

RECOMMENDATION: Mayor and City Council consideration of a resolution approving an amendment to the contract with Region XII Council of Governments, Inc. to complete a Subdivision Ordinance Review for the City of Carroll extending the completion deadline to June 30, 2023.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO CONTRACT NUMBER TA2043 WITH REGION XII COUNCIL OF GOVERNMENTS, INC. TO COMPLETE A SUBDIVISION ORDINANCE REVIEW FOR THE CITY OF CARROLL

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

WHEREAS, the amended contract with Region XII Council of Governments, Inc. to complete a Subdivision Ordinance Review for the City of Carroll is attached hereto as Exhibit “A”; and

WHEREAS, it is determined that the approval of the attached contract is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the amended contract with Region XII Council of Governments, Inc. to complete a Subdivision Ordinance Review for the City of Carroll, attached as Exhibit “A”, be authorized, and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of September 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Contract Number: TA2043
Amendment Number: 1

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF CARROLL

SUBDIVISION ORDINANCE REVIEW

The following bolded text amendment is made to Article 5.0 of the agreement:

Article 5.0 TIME PERFORMANCE. The services of the COG shall commence no earlier than September 1, 2021 and be undertaken in such a manner as to assure their expeditious completion. All of the services identified shall be completed by **June 30, 2023.**

IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

REGION XII COUNCIL OF GOVERNMENTS

CITY OF CARROLL

BY:  9-12-2022

Richard T. Hunsaker
Executive Director

Date

BY: _____

Mark Beardmore
Mayor

Date

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, Finance Director/City Clerk *las*
DATE: September 20, 2022
SUBJECT: Low-Income Housing Water Assistance Program (LIHWAP)

In October 2021, the City entered into an agreement with New Opportunities, Inc. for a program called Low-Income Household Water Assistance Program (LIHWAP). The program was authorized by Congress to address the financial impact the COVID-19 pandemic has had on low-income households. LIHWAP is dual funded through Consolidated Appropriations and the American Rescue Plan Act.

This past year was the first year of the program. Funding continues to be available and the attached agreement shall terminate September 30, 2023. The funding will funnel from the Iowa Department of Human Rights to the 16 Iowa Community Action Agencies, including New Opportunities, across the state of Iowa. The policies and procedures for this new program will closely align with those of the Low-Income Home Energy Assistance Program (LIHEAP) which New Opportunities currently administers. New Opportunities would verify and approve households and make payments to the City for only the approved households and amounts.

By signing the attached agreement, the City agrees to the following:

- Receive notifications from New Opportunities of LIHWAP eligible households
- Receive benefit payments from New Opportunities on behalf of eligible households and apply such payments to the appropriate accounts
- Ensure that once notification of payment is received appropriate action is taken such as restoration of services or cancelling a scheduled disconnect
- Work with New Opportunities to provide acceptable documentation of receipt of LIHWAP funds for approved households
- Maintain confidentiality of LIHWAP households' personal information and share customer information required to administer LIHWAP benefits
- Ensure that no additional fees or penalties are charged against LIHWAP households that would not be charged to non-LIHWAP households

The funding is to cover past-due amounts and any fees and taxes associated with reconnecting service to a disconnected household or cover past-due amounts and any fees and taxes associated with bringing the account current to avert disconnection. The funding will cover fees for services for water, wastewater and storm water only. The funding will not cover garbage fees that is currently charged on utility bills. There is no additional expense for the City to work with New Opportunities on this program.

From November 2021 to August 2022, 32 utility accounts have benefitted from this program in the City of Carroll.

RECOMMENDATION: Council consideration of a resolution to approve a Water Utility Vendor Agreement with New Opportunities for the Low-Income Household Water Assistance Program.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A WATER UTILITY VENDOR AGREEMENT WITH
NEW OPPORTUNITIES, INC. FOR THE LOW-INCOME HOUSEHOLD
WATER ASSISTANCE PROGRAM**

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

WHEREAS, it is determined that the approval of the attached Water Utility Vendor Agreement with New Opportunities, Inc. for the Low-Income Household Water Assistance Program is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the Water Utility Vendor Agreement with New Opportunities, Inc. for the Low-Income Household Water Assistance Program be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

WATER UTILITY VENDOR AGREEMENT LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Household Water Assistance Program (LIHWAP) and:

Vendor (payment is issued in this name)	Local Agency
Address	Address
City, State, Zip	City, State, Zip
Contact Person	Contact Person
Phone	Phone
Email	Email
Fax	Fax
Vendor Tax ID#	

Vendor Provides:

- ☐ Drinking Water Only
☐ Wastewater Only
☐ Both Drinking and Wastewater

Type of Entity:

- ☐ Publicly Owned
☐ Privately/Shareholder Owned

Counties Served:

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Household Water Assistance Program (LIHWAP). Note: the term 'Vendor' applies to Owners & Operators of Community Water Supply Systems.

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor of those households that have been approved for the LIHWAP program through the mail, email, phone, or an online portal hosted by the Vendor (if available). Agencies are to notify Vendors timely enough to avert disconnection of service, avoid any additional charges beyond normal usage/service charges, and ensure reconnection when appropriate.

3.00 Household Payments from LIHWAP

The LIHWAP program provides benefit awards on behalf of eligible customers by paying arrearages to drinking water/wastewater utilities in order to ensure service continuity and to reconnect service. By signing this agreement, Vendors must accept LIHWAP payments for eligible households on whose behalf payments are made by the Local Agency. Eligible households are third-party beneficiaries under this agreement, and all payments accepted by the Vendor on behalf of an approved household must be applied to that household's water account. Any LIHWAP credit balances must remain on the account until the benefit is exhausted. Water service must be maintained for at least 45 days after receiving the LIHWAP approval notification from the local agency so that the customer maintains drinking water/wastewater service while payment is being issued.

Any payment that cannot be appropriately applied to an account by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

3.10 Households with Past Due Amounts Owed

The Vendor will accept LIHWAP payments for drinking water and/or wastewater charges for households with past due amounts owed, and will ensure the households' water service remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 45 calendar days, no additional fees or charges occur beyond standard monthly usage/service costs, and if disconnection has already occurred reconnection will be established promptly.

For FY23, households may receive no more than two LIHWAP assistance payments from local agencies.

3.20 Disconnected Households

LIHWAP payments that cover the balance owed by a disconnected household for drinking water and/or wastewater services will establish prompt reconnection of the water account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 45 calendar days, no additional fees or charges occur beyond standard monthly usage/service costs, and if disconnection has already occurred reconnection will be established promptly.

For FY23, households may receive no more than two LIHWAP assistance payments from local agencies

3.30 Supported Expenses

The following are expenses which the LIHWAP program supports:

- Drinking Water/Wastewater utility past/back charges and water-related amounts required to bring the account current
- Reconnection fees

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHWAP program:

- Utility deposits for first-time service
- Expenses for diversion fees or equipment tampering
- Repair, replacement, or installation of home water systems/fixtures
- Wells or any other non-utility provided water system
- Energy and non-essential services (unrelated to drinking water or wastewater)

4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the format provided to the Vendor by the Local Agency.

5.00 Continuous Access to Drinking Water/Wastewater Services

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to Drinking Water/Wastewater services.

6.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing and payment arrangements.

7.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

8.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Household Water Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

9.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, and any funds remain on the account, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and determine the distribution of any remaining funds. Any remaining funds on the account paid under this program are to be returned to the Local Agency within 30 calendar days following reconciliation of the account. If the household has an arrearage on a different portion of the account such as garbage, LIHWAP funds cannot be used to pay that arrearage, and the Vendor shall not withhold a refund.

10.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHWAP credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information. Vendors are not required or expected to modify their existing billing/accounting software, but must, upon request, be able to identify LIHWAP payments on a customer's account.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home water usage, or such other data as the state determines is reasonably necessary.

11.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

12.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

The Local Agency may terminate this agreement upon written notice of a breach by the Vendor of any material term, condition or provision of this agreement after the Vendor is given the opportunity to cure the breach.

The Local Agency may terminate the agreement immediately in instances where the Vendor has committed or engaged in fraud, misappropriation of funds, malfeasance, misfeasance, or bad faith.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

By signing below, both parties acknowledge and accept the terms of this agreement.

Vendor

Vendor Authorized Individual (printed name)

Vendor Authorized Individual (signature)

Date

Local Agency

Local Agency Director (printed name)

Local Agency Director (signature)

Date

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 
FROM: Brad Burke, Chief of Police 
DATE: September 20, 2022
SUBJECT: Carroll City Ordinance Chapter 69.08(5) amendment – Birch Street

Chapter 69 of the Carroll City Code deals with Parking Regulations and specifically 69.08 deals with no parking zones. I received a request from a council member to restrict parking on Birch Street due to vehicles parking on both sides of the street. This presents issues with larger vehicles traveling on the roadway. Currently there are no parking restrictions on Birch Street. A letter was sent to the residents on Birch Street that would be directly affected by the restriction as the parking would be adjacent to their property or across the street from their property. As of this date, I have received feedback from six property owners. The property owners are split on the proposed change.

An ordinance has been created to restrict parking on the east side of Birch Street from Fifteenth Street to Eighteenth Street.

RECOMMENDATION: Council discussion of the ordinance change amendment to Chapter 69.08, subsection 44 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 is amended by adding a new Subsection 5 and renumbering the remaining subsections:

69.08 NO PARKING ZONES

5. Birch Street

A. "No Parking Anytime."

(1) From Fifteenth Street to Eighteenth Street – east 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 _____, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Mark E. Beardmore., Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2022.

Laura A. Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: September 20, 2022

SUBJECT: \$5,400,000 General Obligation Local Option Sales and Service Tax Bonds, Series 2022A

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

At the September 12, 2022 Council meeting, Council approved a resolution directing the sale of the \$5,400,000 General Obligation Local Option Sales and Service Tax Bonds, Series 2022A to First National Capital Markets, Inc. of Omaha, NE with a true interest rate of 3.4955%. These funds will be used to pay for construction costs for the Carroll Recreation Center Building Improvements – 2021 Project. Enclosed are the required forms to complete the bond sale process.

The first resolution appoints UMB Bank, N.A. of West Des Moines to serve as paying agent, bond registrar and transfer agent. The City has used UMB Bank in the past and no issues have arisen with UMB Bank serving as paying agent for debt issuances the City has outstanding. The second resolution 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 Bonds 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 debt 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 Bonds 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, Bond Registrar and Transfer Agent and approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
2. Resolution authorizing and providing for the issuance of \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, and levying a tax to pay said Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

ITEMS TO INCLUDE ON AGENDA FOR SEPTEMBER 26, 2022

CITY OF CARROLL, IOWA

\$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A.

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; 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 26, 2022

The City Council of the City of Carroll, State of Iowa, met in City Hall, 627 N. Adams Street, Carroll, Iowa, in regular session, 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, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND 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, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, dated October 12, 2022, 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 Bonds; 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 bonds; 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 \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, dated October 12, 2022.

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 26th day of September, 2022.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,400,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS, SERIES 2022A, AND LEVYING A TAX TO PAY SAID BONDS; 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 AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$5,400,000 GENERAL OBLIGATION LOCAL
OPTION SALES AND SERVICES TAX BONDS, SERIES 2022A,
AND LEVYING A TAX TO PAY SAID BONDS; APPROVAL OF
THE TAX EXEMPTION CERTIFICATE AND CONTINUING
DISCLOSURE CERTIFICATE

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, 2021, as amended, and election(s) duly held in accordance therewith, the City Council of the City of Carroll, Iowa, sometimes hereinafter referred to as the "Issuer", is currently entitled to receive proceeds of a local option sales and service tax imposed in accordance with said Chapter 423B (the "Local Option Tax"), which local option taxes are and will continue to be collected as set forth in the ordinance imposing said tax, and said revenues are available for the payment of General Obligation Local Option Sales and Services Tax Bonds, subject to the following premises; and

WHEREAS, revenues derived from the Local Option Tax are to be allocated as follows: seventy-five percent (75%) for necessary capital improvement projects as defined by the Council and which enhance necessary city facilities, thereby enhancing the quality of life for the citizens, and the economic competitiveness for the City of Carroll, and for any other lawful purpose of the City of Carroll, Iowa, as determined by the City Council (the "Designated Project Portion"); and twenty-five percent (25%) for property tax relief; and

WHEREAS, the City is in need of funds to pay costs of the construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center, and it is deemed necessary and advisable that the City should issue General Obligation Local Option Sales and

Services Tax Bonds, in the amount of \$5,400,000, payable from the Designated Project Portion and the debt service fund, as provided in Section 423B.9(4) of the Code of Iowa, for said purpose; and

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, pursuant to notice published as required by Section 423B.9(4) of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$7,610,000 of General Obligation Local Option Sales and Services Tax Bonds, and no petition for an election thereon was received, and the Council is therefore now authorized to proceed with the issuance of \$5,400,000 of General Obligation Local Option Sales and Services Tax Bonds, Series 2022A (the "Bonds"); and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above-mentioned Bonds were sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received by the City at the sale.

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

Section 17. 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 Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond 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 Bonds.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "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 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds" shall mean the Bonds 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 Bonds pursuant to the Representation Letter.
- "Bond Fund" shall mean the Sinking fund created in Section 2 of this Resolution.
- "Bonds" shall mean \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, authorized to be issued by this Resolution.
- "Designated Project Portion" shall mean that portion of the Local Option Tax Receipts, being equal to 75% received by the City and allocated under Section 15 hereof.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Issuer. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.
- "Governing Body" shall mean the City Council of the City of Carroll.
- "Issuer" and "City" shall mean the City of Carroll, State of Iowa.
- "Local Option Tax" shall mean all local option tax receipts received by the Issuer pursuant to Iowa Code Section 423B.7 as authorized pursuant to the special City election held on August 7, 2012, which imposed a tax beginning January 1, 2014 and sunseting December 31, 2023, and the special City election held on September 8, 2020, which imposed a tax which will become effective upon the sunset of the prior tax on January 1, 2024.
- "Parity Bonds" shall mean local option sales and tax bonds, Bonds or other obligations payable solely from the Designated Project Portion of the Local Option Tax on an equal basis with the Bonds herein authorized to be issued.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds 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 Bonds as the same shall become due.
- "Project" shall mean costs of the construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, 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 Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the City Clerk/Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "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 Bonds issued hereunder.

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

a) Source of Payment. The Bonds herein authorized and the interest thereon shall be payable in the first instance from the Designated Project Portion of the Local Option Tax Receipts and thereafter, to the extent necessary, from the tax levy authorized in this Section 2.

b) Local Option Tax Receipts. As set forth in Section 15 hereof, there is hereby established a Local Option Sales and Services Tax Bond Principal and Interest Fund (the "Sinking Fund") as a separate and special fund to pay principal of and interest on the Bonds and any other bonds or Bonds issued under Chapter 423B of the Code of Iowa. All amounts collected by the Issuer in each fiscal year as part of the Designated Project Portion of the Local Option Tax Receipts or otherwise derived therefrom shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total principal and interest falling due in said year on the Bonds and any other bonds or Bonds payable from the Designated Project Portion of the Local Option Tax Receipts. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on said Bonds.

c) Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued in the event that the Designated Project Portion of the Local Option Tax Receipts are insufficient to do so, there is hereby appropriated to the Sinking Fund and 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
\$390,767.12	2022/2023
\$397,112.50	2023/2024
\$393,712.50	2024/2025
\$395,112.50	2025/2026
\$391,112.50	2026/2027
\$391,912.50	2027/2028
\$387,312.50	2028/2029
\$387,512.50	2029/2030
\$387,312.50	2030/2031
\$384,362.50	2031/2032
\$385,992.50	2032/3033
\$391,892.50	2033/2034
\$391,862.50	2034/2035
\$391,492.50	2035/2036
\$395,782.50	2036/2037
\$394,562.50	2027/2038
\$396,812.50	2038/2039
\$398,500.00	2039/2040
\$404,625.00	2040/2041

(BOND: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

d) 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 Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

e) 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. Pledge of Sinking Fund. The Designated Project Portion of the Local Option Tax shall be collected and deposited into the Sinking Fund, which is hereby pledged for and shall be used only as set forth herein; and also there shall be apportioned to said fund any property taxes levied under Section 2 of this Resolution.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, 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. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Sections 2 and 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 Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Local Option Sales and Services Tax Bonds of the City in the amount of \$5,400,000, shall be issued pursuant to the provisions of Section 423B.9(4) of the Code of Iowa for the aforesaid purposes. The Bonds 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 Bonds shall be designated "GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BOND, SERIES 2022A", be dated October 12, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2023, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds 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 Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$265,000	4.000%	2023
\$210,000	4.000%	2024
\$215,000	4.000%	2025
\$225,000	4.000%	2026
\$230,000	4.000%	2027
\$240,000	4.000%	2028
\$245,000	4.000%	2029
\$255,000	4.000%	2030
\$265,000	3.000%	2031
\$270,000	3.100%	2032
\$280,000	3.250%	2033
\$1,245,000	3.400%	2037*
\$1,455,000	3.750%	2041*

*Term Bonds

b) Redemption.

Optional Redemption. Bonds maturing after June 1, 2030, 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 Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds 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.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

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

Term Bond #1

Principal Amount	Interest Rate	Maturity June 1st
\$295,000	3.400%	2034
\$305,000	3.400%	2035
\$315,000	3.400%	2036
\$330,000	3.400%	2037*

Term Bond #2

Principal Amount	Interest Rate	Maturity June 1st
\$340,000	3.750%	2038
\$355,000	3.750%	2039
\$370,000	3.750%	2040
\$390,000	3.750%	2041*

*Final Maturity

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

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds 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 Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds 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 Bonds registered in its name for the purposes of

payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds 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 Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds 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 Bonds 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 Bonds 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 Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds 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 Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond 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 Bond 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 Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, 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 Bondholder.

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 Bondholders and payments on the Bonds. 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 Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, 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 Bonds, (ii) registration and transfer of interests in Depository Bonds 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 Bonds 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 Bonds, 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 Bonds, 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 Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond 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 Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds 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 Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds 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 Bond (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 Bond, a new fully registered Bond, 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 Bond, 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 Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, 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 Bonds 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 Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds 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 Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds 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 Bonds 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 Bonds 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 Bonds. 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 Bonds 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 bond for each annual maturity. The Registrar shall furnish additional Bonds 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 Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond 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 Bond, 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 Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond 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 Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds 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 authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the City Clerk/Treasurer of the Issuer directing the authentication and delivery of the Bonds 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 Bonds 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 bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF CARROLL"
"CITY OF CARROLL"
"GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BOND"
"SERIES 2022A"

Rate: _____
Maturity: _____
Bond Date: October 12, 2022
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., West Des Moines, Iowa, 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, 2023, 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 Bond 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 Bond is issued pursuant to the provisions of Section 423B.9(4) of the Code of Iowa, for the purpose of paying costs of the construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center, in conformity to a Resolution of the Council of said City duly passed and approved.

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

Bonds maturing after June 1, 2030, 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 Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds 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 Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds 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.

The Bonds are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Bond #1

Principal Amount	Interest Rate	Maturity June 1st
\$295,000	3.400%	2034
\$305,000	3.400%	2035
\$315,000	3.400%	2036
\$330,000	3.400%	2037*

Term Bond #2

Principal Amount	Interest Rate	Maturity June 1st
\$340,000	3.750%	2038
\$355,000	3.750%	2039
\$370,000	3.750%	2040
\$390,000	3.750%	2041*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond 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 Bondholders of such change. All bonds 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 Bond Resolution.

This Bond 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 Bond, have been existent, had, done and performed as required by law; that a local option sales and services tax has been duly authorized, levied and will be maintained in full force for the payment of principal and interest on the Bonds of which this Bond is one; that in the event that the Designated Project Portion of the Local Option Sales and Services Tax Receipts (as such terms are defined in the Resolution) shall be insufficient in any year to pay the Bonds and interest thereon, 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 Bond as the same will respectively become due; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond 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., Des Moines, Iowa.

Date of authentication: _____

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

UMB BANK, N.A., Registrar
West Des Moines, Iowa

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 Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, 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 bond(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 Bond 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 Bond, 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 Bond)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Bonds and Parity Bonds shall be secured equally and ratably by the Designated Project Portion of the Local Option Tax Receipts without priority by reason of number or time of sale or delivery; and the Designated Project Portion of the Local Option Tax Receipts is hereby irrevocably pledged, as set forth in Section 15, to the timely payment of both principal and interest as the same become due.

Section 15. Allocation of Local Option Tax Receipts From and after the delivery of the Bonds, and as long as any Parity Bonds payable from the Designated Portion of the Local Option Tax Receipts shall be outstanding and unpaid either as to principal or as to interest, or until the Bonds and other Parity Bonds then outstanding shall have been discharged and satisfied in the manner provided in the applicable Authorizing Resolution and this Resolution, the Local Option Tax Receipts shall be deposited as collected in a fund to be known as the Local Option Sales Tax Revenue Fund (the "Revenue Fund") and shall be allocated and applied as follows:

(a) Sinking Fund. There is hereby established and shall be maintained within the Revenue Fund a special account from which interest and principal on the Bonds and any Parity Bonds will be paid. The fund is and shall be known as the Local Option Sales Tax Bond Principal and Interest Fund (the "Sinking Fund"). The Designated Project Portion of the Local Option Tax Receipts shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total interest and principal coming due on the Bonds and any Parity Bonds, payable from the Designated Project Portion of the Local Option Tax Receipts during the fiscal year. Money in the Sinking Fund shall be pledged for and used solely for the purpose of paying the principal of and interest on the Bonds and any Parity Bonds that are payable from the Designated Project Portion of the Local Option Tax receipts, as the same shall become due and payable. The Sinking Fund shall be comprised of a separate account for each issue outstanding from time to time, and amounts within the Sinking Fund shall be allocated to each such account, pro-rata, in proportion to the annual principal and interest of each issue or series in the fiscal year. The proceeds of any tax levies made as provided in Section 2(b) of this Resolution also shall be deposited in the Sinking Fund as required.

(b) Tax Levy Repayment Fund. There is hereby established a special account within the Revenue Fund to be known as the Local Option Property Tax Levy Repayment Fund, into which any remaining Designated Project Portion of the Local Option Tax

Receipts shall be deposited to the extent necessary to repay the Issuer for any funds advanced from property taxes levied in Section 2 of this Resolution, with such amounts to be applied to the reduction of property taxes as required by Section 423B.9(4) of the Code of Iowa.

(c) Subordinate Obligations. The Designated Project Portion of the Local Option Tax receipts may thereafter be used to pay principal and interest of any obligations for which the Designated Project Portion of the Local Option Tax Receipts have been pledged on a subordinate basis.

(d) Surplus Revenues. The Designated Project Portion of all Local Option Tax Receipts thereafter may be used for any lawful purpose of the Local Option Tax Receipts as determined by the City Council.

The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and Tax Levy Repayment Fund shall be maintained as separate accounts but may be invested in conjunction with other funds of the Issuer but designated as a trust fund on the books and records of the Issuer.

Section 16. Parity Bonds. The Issuer will issue no other Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the Designated Project Portion of the Local Option Tax Receipts having priority over the Bonds or Parity Bonds except as provided in this Resolution.

Additional Bonds may be issued on a parity and equality of rank with the Bonds with respect to the lien and claim of such Additional Bonds to the Designated Project Portion of the Local Option Tax Receipts and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three months after the date of delivery of such refunding bonds and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of refunding the Bonds, Parity Bonds or general obligation bonds outstanding, or undertaking additional projects allowable under the Designated Project Portion of the Local Option Tax Receipts if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or Independent Financial Consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Designated Project Portion of the Local Option Tax Receipts for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.25 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Bonds and any Parity Bonds for both principal of and interest on the Bonds or Parity Bonds then outstanding which are payable from the Designated Project Portion of the Local Option Tax Receipts and the Additional Bonds then proposed to be issued.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, "preceding fiscal year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 17. Discharge and Satisfaction of Bonds. Subject to the provisions of Section 423B.9 of the Code of Iowa, which shall control in the event of any conflict herewith, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds, in any one or more of the following ways:

(a) By paying the Bonds when the same shall become due and payable; and

(b) By depositing in trust with the City Clerk/Treasurer or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds shall cease, determine

and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 18. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 19. 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 Bonds 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 Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 20. 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 Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds 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 Bonds 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 Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 21. 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 Bonds. 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/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 22. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds 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 Bonds; (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 Bonds;(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 23. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 24. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 25. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 26. 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 26th day of September 2022.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

(SEAL)

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on October 12, 2022 by and between the City of Carroll hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, dated October 12, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- (a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- (b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- (c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- (d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for

the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The 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 AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Carroll City Clerk/Finance Director 627 N. Adams St. Carroll, Iowa 51401
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 26th day of September, 2022.

CITY OF CARROLL,
STATE OF IOWA, ISSUER

By: _____
Mayor

ATTEST:

By: _____
City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

ATTEST:

By: _____

(Title)

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

TAX EXEMPTION CERTIFICATE

of

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

\$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A

This instrument was prepared by:

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

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION.....	- 1 -
ARTICLE I DEFINITIONS	- 1 -
ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS	- 4 -
Section 2.1 Authority to Certify and Expectations	- 4 -
Section 2.2 Receipts and Expenditures of Sale Proceeds	- 7 -
Section 2.3 Purpose of Bonds	- 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification	- 7 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds	- 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield	- 8 -
Section 2.7 Pertaining to Yields.....	- 9 -
Section 2.8 Reimbursement Bonds	- 9 -
ARTICLE III REBATE	- 10 -
Section 3.1 Records	- 10 -
Section 3.2 Rebate Fund	- 10 -
Section 3.3 Exceptions to Rebate.....	- 11 -
Section 3.4 Calculation of Rebate Amount.....	- 12 -
Section 3.5 Rebate Requirements and the Bond Fund.....	- 12 -
Section 3.6 Investment of the Rebate Fund	- 13 -
Section 3.7 Payment to the United States	- 13 -
Section 3.8 Records	- 13 -
Section 3.9 Additional Payments	- 14 -
ARTICLE IV INVESTMENT RESTRICTIONS.....	- 14 -
Section 4.1 Avoidance of Prohibited Payments.....	- 14 -
Section 4.2 Market Price Requirement	- 14 -
Section 4.3 Investment in Certificates of Deposit	- 15 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements	- 15 -
Section 4.5 Records	- 17 -
Section 4.6 Investments to be Legal	- 17 -
ARTICLE V GENERAL COVENANTS	- 18 -
ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS	- 18 -
Section 6.1 Opinion of Bond Counsel; Amendments.....	- 18 -
Section 6.2 Additional Covenants, Agreements	- 18 -
Section 6.3 Internal Revenue Service Audits	- 18 -
Section 6.4 Amendments	- 18 -
ARTICLE VII QUALIFIED TAX EXEMPT OBLIGATIONS.....	- 19 -
ISSUE PRICE CERTIFICATE EXHIBIT A.....	21
MUNICIPAL ADVISOR’S CERTIFICATE EXHIBIT B.....	25

TAX EXEMPTION CERTIFICATE

CITY OF CARROLL, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on October 12, 2022, 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 \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A (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 \$5,400,000 aggregate principal amount of General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, 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 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 \$5,484,059.45, 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 the construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means First National Capital Markets of Omaha, Nebraska, 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.

- "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 26, 2022 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 and the Certificate of the Municipal Advisor as set forth in Exhibit B.

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, (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 (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 or reserve 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.

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 \$84,059.45), less underwriter's discount of \$37,800, received at Closing are expected to be deposited and expended as follows:

(a) \$52,350.00 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 (with any excess remaining on deposit in the Project Fund); and

(b) \$5,393,909.45 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center.

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 Bonds is to be 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.

The Issuer may periodically enter into short term leases of the facility being financed with the Proceeds of the Bonds, but anticipates that any such arrangement that does not qualify as use by the general public will be minimal and not cause the Bonds to become private activity bonds.

Private Loan Financing Test

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

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. Not later than six months after Closing, work on the Project will have commenced and 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 3.413299 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

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:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 7%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used

for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall 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:

\$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A
(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

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.

(SEAL)

City Treasurer, City of Carroll, State of Iowa

EXHIBIT A

CARROLL, IOWA - \$5,400,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS, SERIES 2022A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of First National Capital Markets ("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 12, 2022.

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.

FIRST NATIONAL CAPITAL MARKETS

By: _____

Name: _____

Dated: OCTOBER 12, 2022

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

EXHIBIT B

CARROLL, IOWA - \$5,400,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX BONDS, SERIES 2022A

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 Terms of Offering were disseminated electronically through I-DEAL® an internet bid system and Bloomberg® financial software. Notification of the competitive sale was published in The Bond Buyer® newspaper on in its upcoming sales calendar. 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 First National Capital Markets (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 12, 2022

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 \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A (the "Notes") dated October 12, 2022. The Notes are being issued pursuant to a Resolution of the Issuer approved on September 26, 2022 (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 13, 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 2021/2022 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," "Tax Rates," "History of Taxable Retail Sales," and "LOSST Revenues".

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 _____, 2022.

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: \$5,400,000 General Obligation Sales and Services Tax Bonds, Series
2022A

Dated Date of Issue: October 12, 2022

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: _____

02089453-1\10275-076

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *WSP-w*

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

DATE: September 21, 2022

SUBJECT: WWTP VLR Replacement Air Piping
Report of Bid Opening

Bids for the Wastewater Treatment Plant Vertical Loop Reactor Replacement Air Piping project were scheduled to be received, opened, and tabulated on Tuesday, September 20, at 2:00 P.M. No bids on the project were received.

A quick poll of the general contractor plan holders indicated that other workload requirements and the completion schedule dictated their decisions not to submit bids. Further discussions with potential bidders are being conducted. It is anticipated that a revised completion date will be proposed for re-bidding the project.

RMK:ds

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: September 22, 2022

SUBJECT: Infill Housing Incentive Application

The City of Carroll received an Infill Housing Incentive application as follows:

Applicant:	Brian & Karen Mentzer
Property Location:	1530 E 10 th St (Northridge Subdivision)
Estimated Building Value:	\$400,000

In this case, the building permit for this home was issued on July 27, 2022. The original program approved on July 25th and established that homes with permits issued on or after August 1, 2022 would be eligible for the incentive. While the Northridge Subdivision was not originally included in the original incentive it was subsequently added on August 22, 2022; however, the original August 1, 2022 permit date was retained. With the building permit issued on July 27, 2022, which is prior to August 1, 2022 start date, the Mentzer's are not eligible for this incentive.

A few areas the Council should take into consideration when reviewing this request:

- First, the lot was purchased on February 1, 2022, see attached property deed which was prior to when the Council held a general discussion on housing on March 28, 2022. The building plans for the home were dated April 9, 2022, see attached. The first discussion of creating the infill housing incentive occurred at the staff level on April 29, 2022 and at the Council level on July 11, 2022, which was after when the Mentzer's purchased the home lot and developed building plans for the home. It would appear that the Mentzer's were going to building a home prior to the start of the infill housing incentive and the incentive was not necessarily the motivating factor for them to construct their new home.

- Second, if an exception is made for this request, there will likely be additional requests for an exception. Including the Mentzer's permit, there were 6 single family home permits issued in 2022 prior to August 1, 2022. Each of these new homes would otherwise be eligible for the incentive if the City would retroactively make the incentive available to them and includes the following:

<u>Address</u>	<u>Value</u>	<u>Development</u>	<u>Permit Date</u>
416 Deer Creek Lane	\$530,000	Timber Creek	5/4/2022
418 Deer Creek Lane	\$350,000	Timber Creek	6/6/2022
1031 Roman Road	\$600,000	Northridge	6/16/2022
1416 Woodland Drive	\$333,333	Northridge	6/21/2022
120 N Court	\$75,000	Carroll Addition	7/19/2022
1530 E 10th	\$400,000	Northridge	7/27/2022

For the above reasons, staff is recommending that the requested incentive be denied.

As a note, the incentive is paid to the applicant after the City issues the final occupancy permit for the home. If both this application and the requested incentive at 1432 Woodland Dr from JFF LLC (Wittrock Construction) are approved, then there will be 17 incentives remaining available.

RECOMMENDATION: Mayor and City Council consideration and denial of the requested Infill Housing Incentive application.

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 1530 E. 10th St.

Legal Description or Parcel Number: Northridge Fourth Subdivision, Phase Three, Block 5, Lot 6

Applicant: Brian & Karen Mentzer

Address: 706 Prairie View Dr.

City: Carroll State: Iowa

Phone: 712-830-0376

Current Property Value (from assessor's records)

Land: \$ 1,160 Building(s): \$ 0

Brief Description of Project: New Home

Estimated Cost of Actual Building Improvements: \$ 400,000

Start Date: 8/1/2022

Estimated or Actual Completion Date: June, 2023

Note: No change may be made once an application is approved without approval of the Carroll City Council.

****The Building Permit was issued 7/27/22, after the first passing of the housing program. At that time, Northridge was not included which made this lot ineligible; so the permit was turned in to get the project started.**

However, after the 8/22/22 and 9/1/22 revisions we are now applying. This will fill a lot within the City and provide a house for sale as well within the City. Thank you.

Acknowledgments:

A copy of the building permit is attached.

The property to which improvements are made conform to all applicable city codes.

The applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining a housing incentive from the City of Carroll and is true and complete to the best of the applicant's knowledge. The applicant acknowledges that no incentive will be received unless it is approved by the Carroll City Council. The applicant understands and acknowledges the rules of the Program and acknowledges that incentive eligibility is subject to the Program rules.

Applicant's Signature: *Brian M. Mentez* Date Signed: 09-08-2022

City Council Action:

_____ Approved Date: _____

_____ Disapproved Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 7/27/2022

PERMIT #: 220125

DATE ISSUED: 7/27/2022

PROJECT ADDRESS: 1530 E 10
LOCATION: 1530 E 10
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: BRIAN MENTZER
ADDRESS: 706 PRAIRIE VIEW DR
CITY: CARROLL
STATE: IA
ZIP: 51401-3292
PHONE:

CONTRACTOR: BRIAN MENTZER
ADDRESS: 706 PRAIRIE VIEW DR
CITY: CARROLL
ST: IA
ZIP: 51401-3292
PHONE:

VALUATION: \$ 400,000.00
WORK: RESIDENTIAL NEW
PROP. USE:
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE
BL ISSUE
CONST WTR

DESCRIPTION
BUILDING ISSUE FEE
CONSTRUCTION WATER

AMOUNT
\$1,191.00
\$ 42.00

TOTAL \$1,233.00

NOTES: NEW HOUSE

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE

MAIN LEVEL FLOOR PLAN
SOS-1.1.1-P-01

Instrument #: 2022-0374
02/01/2022 12:03:33 PM Total Pages: 1
WD WARRANTY DEED
Recording Fee: \$ 12.00 Transfer Tax: \$93.60
Ashten Wittrock, Recorder, Carroll County Iowa



Prepared by: David S. Bruner, 225 E 7th, Carroll, IA 51401 712-792-3480

Taxes paid by: Brian Mentzer, 706 Prairie View Drive, Carroll, IA 51401

Return to: **WARRANTY DEED**
(CORPORATE GRANTOR)

For the consideration of One Dollar (\$1.00) and other valuable consideration **Roman J. Steffes & Sons Construction, Inc.**, a corporation organized and existing under the laws of Iowa does hereby convey to **Brian C. Mentzer and Karen A. Mentzer, husband and wife as joint tenants with full rights of survivorship and not as tenants in common**, the following described real estate in Carroll County, Iowa:

Lot 6, Block 5, Northridge Fourth Subdivision, Phase Three, City of Carroll, Carroll County, Iowa, and a 1/16th membership in Block 5, Northridge Fourth Phase Three Homeowners Association, Inc. pursuant to Declaration as filed in Book 2017, Page 2460

The Corporation hereby covenant with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number; according to the context.

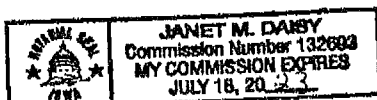
Dated: February 1, 2022

ROMAN J. STEFFES & SONS
CONSTRUCTION, INC.

BY: Martin J. Steffes
Martin J. Steffes
Vice-President

STATE OF IOWA, COUNTY OF CARROLL, ss

This instrument was acknowledged before me on February 1, 2022, by Martin J. Steffes, as Vice-President, of Roman J. Steffes & Sons Construction, Inc.



Janet M. Darby
Notary Public

Carroll Historic Preservation Commission
City of Carroll
City Hall Council Chambers
Wednesday, March 30, 2022

Meeting Minutes

Meeting Called to order at 5:00 p.m. by Vicki Gach. Members present: Vicki Gach, Denis Bormann, John Steffes, Carolyn Siemann, Karen Friedlein, Tim Fitzpatrick. Absent: Jonathan Pogge-Weaver.

Minutes from February 23, 2022, meeting were approved on motion from Steffes, second by Bormann.

Vicki welcomed our new alternate commissioner, Karen Friedlein.

Plans for 2022 Cemetery Centennial Celebration: need contacts for cemetery actors and still need more student actors. Fitz will visit with R.T. Schreck for more information coordinating with the Legion program.

Promotional ideas: student actors at Chamber Coffee, radio ads for more promotion of event - tag team with Vicki/John for ads, take videos of them doing them ads.

Vicki went through list of actors/actresses...still need several more. Fitz to talk with Tim and Diane Tracy to ask for their help. Looking for nun habits for the sisters/actors.

Carolyn will have maps to hand out on legal-sized paper with numbers/locations of actors.

Reminder of Cemetery Museum clean-up on Monday, May 23, at 5:00 p.m.

Reminder of Chamber of Commerce Coffee on Friday, May 27, 8-9 a.m. at the Cemetery Museum.

Adjournment: motion by Bormann, seconded by Steffes.
Next meeting: TBD

Respectfully submitted,
Tim Fitzpatrick, Secretary

Library Board Minutes

August 25, 2022

The Carroll Board of Trustees met at the Carroll Public Library and via zoom for a special session meeting. Trustees present: Summer Parrott, Dale Schmidt, Lisa Auen, Julie Perkins, Ralph VonQualen, and Thomas Parrish. Absent: Marcie Hircock, Brenda Hogue, and Kyle Ulveling Also in attendance Parveen Karim (interim director) and Wendy Johnson (new director).

Parrott called the meeting to order at 7:30 pm. It was moved by Auen and seconded by Schmidt to approve the agenda. All voted aye. Absent: Hircock, Hogue, and Ulveling.

Minutes Approval: It was approved by von Qualen and seconded by Parrish to approve the minutes from August 18, 2022. All voted aye. Absent: Hircock, Hogue, and Ulveling

Correspondence: Thank you notes were received from Wendy Moulton and Angela Hughes.

Old business: Karim filed Enrich Iowa and the paperwork is in the Director's office.

New Business: It was discussed to keep Judy Behm on for training until the end of September, and at that time Johnson would be acclimated and hire a third part time staff member.

Hircock joined the meeting at 7:45 pm.

Parrott asked for a motion for Karim to return to Assistant Director role and salary on September 6th and keep Behm at current role and salary until October 1. The motion was moved by Schmidt and seconded by von Qualen. All voted aye. Absent: Hogue and Ulveling.

Karim informed the board that Baker & Taylor, who handles the software used to file the Annual Survey was down and the Annual Survey could not be filed until further notice.

Parrott adjourned the meeting at 7:49 pm. Parrish motioned and it was seconded by von Qualen to adjourn. All voted aye. Absent: Hogue and Ulveling.

Next regular meeting- September 19, 2022 at Carroll Public Library: Community Meeting Room 118 E 5th St, Carroll, IA 51401 at 5:15pm cst. **If you can't be present at the meeting, please contact Wendy Johnson at 792-3432 or email wjohnson@carroll-library.org**

Summer Parrott- President

Parveen Karim-Recording Secretary

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, September 12, 2022, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Pete Crawford, engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. 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. Fulton and seconded by Comm. Wittrock was made to approve the minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

LED LIGHTING

Mr. Crawford had the go letter from the FAA. He discussed the scope of the project and AIP and BIL funding. Federal funds will not be available until May of 2023. McClure Engineering will work on the plans and specifications so the bids could go out and be opened in February of 2023.

MOWER BIDS

Comm. Vincent presented bids from Reuter's for a Kubota mower for \$28,300.00 and from Van Wall for a John Deere mower for \$26,200.00 plus canopy. After discussion a motion by Comm. Siemann and seconded by Comm. Wittrock was made to accept the bid from Van Wall for \$26,200.00 plus canopy. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Haley Equipment did not submit a bid.

TOPICS DISCUSSED:

It was a beautiful day for the Flight Breakfast and the Lodge served over 900 with 20 fly-ins and Don gave 49 rides. Comm. Vincent suggested next year in conjunction with the Flight Breakfast an airshow could be considered. Joe Schumacher will be contacted.

There is some eroding where the new pavement meets the old on runway 13/31. Comm. Vincent and Comm. Wittrock will check with local contractors for the repair.

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

Carroll Aviation	contract	\$ 6,940.00
Wittrock Motor	August car rental	550.00
Echo Group	bulbs	100.80
Iowa Small Engine	equipment repair	26.95
Jet Outdoor Power	golf carts/Flight BK	320.00
Nutrien Ag	fall spraying/weeds	893.23
Drees Oil	propane	115.19
Westmor Fluid Sol	fuel delivery repair	678.07
Rueter's	Kubota repair	359.63
Moorhouse Ready Mix	gravel north entrance	291.00
Raccoon Valley Elec	August electric service	939.73
Carroll Cleaning	cleaning supplies	63.29
Carroll Refuse	August garbage	65.55
Ecowater	cooler/rent/water	122.51
Bomgaars	rodent bait/misc'l	156.85
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded by Comm. Fulton 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 Comm. Siemann and seconded by Comm. Vincent was made to adjourn at 6:44 P.M..

The next regular meeting of the Carroll Airport Commission will be October 10, 2022, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, October 10, 2022

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

LED Lighting Project

Runway Repair

Airshow

New Business

Approve monthly bills