

## City Council Meeting Monday, April 8, 2024 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 two March 25, 2024 Meetings and April 2, 2024 Meeting
  - b. Approval of Bills and Claims
  - c. Licenses and Permits:
    - Renewal of Class "E" Retail Alcohol License Hy-Vee
    - Resolution Allowing Alcoholic Beverage Sales and New 5-day Special Class "C" Retail Alcohol License *Lucky Wife Wine Slushies (Rolling Hills Market Event on June 21, 2024)*
    - Resolution Allowing Alcoholic Beverage Sales and New 5-day Special Class "C" Retail Alcohol License Lucky Wife Wine Slushies (Rolling Hills Market Event on August 16, 2024)

#### d. Appointments to Committees, Commissions and Boards

Appointment by Mayor

William Polking - Carroll Foundation (3-year term to expire 12-31-25)

Adam Schweers - Carroll Foundation (3-year term to expire 12-31-26)

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Julie Mayhall - Carroll Foundation (3-year term to expire 12-31-27) Appointment by Council Chris Whitaker - Carroll Foundation (3-year term to expire 12-31-25) CJ Niles - Carroll Foundation (3-year term to expire 12-31-26) Appointment by Chamber of Commerce Ryan Milligan - Carroll Foundation (3-year term to expire 12-31-27)

#### 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. Ordinances

#### a. Carroll City Ordinance Chapter 69.08 Amendment

Change Main Street No Parking Zone to Loading Zone

#### b. Amending Chapter 156 - Sign Code

#### 6. Resolutions

#### a. Iowa Finance Authority Down Payment Assistance Program Grant

Resolution Providing Match Funds for the 2024 HOME Down Payment Assistance
 Program

#### b. \$1,130,000 General Obligation Capital Loan Notes, Series 2024A

• Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate

Also see item 8.a - February 26, 2024 - Not to Exceed \$1,282,500 General Obligation Capital Loan Notes (Golfview Subdivision and Fire Rescue Vehicle) - Set Public Hearing and item 6.a - March 11, 2024 - Not to Exceed \$650,000 General Obligation Capital Loan Notes (Fire Rescue Vehicle) - Public Hearing and item 7.a - March 25, 2024 - \$1,130,000\* (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2024 - Acceptance of Proposal

#### c. FY 2024/2025 Budget

- Public Hearing
- Resolution Adopting the FY 2025 Annual Budget

A copy of the 2024-2025 Preliminary Budget can be found using this link.

Also see item 9.b - February 26, 2024 - FY 2024/2025 Proposed Property Tax Levy and item 3.a - March 25, 2024 - FY 2024/2025 Proposed Property Tax Levy Public Hearing and item 8.a - March 25, 2024 - FY 2024/2025 Budget - Set Public Hearing Date

#### d. Shive-Hattery, Inc. - Amendment to Agreement - Merchants Park

Also see item VI.d - September 13, 2021 - Professional Services Agreement - Merchants Park ARPA Tourism Grant Assistance And item 8.b - April 25, 2022 - Carroll Merchants Park: Destination Iowa Grant Opportunity And item 7.d - May 9, 2022 - Destination Iowa Grant Application for Merchants Park And item 7.a - October 24, 2022 - Destination Iowa Grant Application And item 6.d - May 22, 2023 - Merchants Park Baseball Stadium Upgrades - Budget Update and Professional Services Agreement And item 6.a, 6.b, and 6.c - September 25, 2023 - Bleachers, Netting and Dugouts - Public Hearing on Plans & Specifications and Rejection of Bids And item 6.a - February 12, 2024 - Merchants Park Baseball Stadium Project

#### e. Vacation of a Portion of North West Street

- Resolution Setting a Public Hearing
- f. Rezoning Proposal from A-1, Agricultural District to R-3, Low-Density Residential District
  - Resolution Setting Public Hearing

#### g. Water System Pressure Zone Improvements - 2024

• Professional Services Agreement

#### 7. Reports

#### a. Carroll County EMS REC Membership Discounts Discussion

b. Graham Park Bandshell Renovation Project - Discussion and Direction
 Also see item XIV - August 23 2021 - Graham Park Pedestrian Bridges – Condition
 Observation and Repair Recommendations Report - 2021– Work Session
 and item VII.E - November 8, 2021 - Graham Park Amphitheater Study - 2021 - Professional
 Services Agreement
 and item 7.b– December 19, 2022 – Graham Park Bandshell and Bridges
 and item 8.a– December 18, 2023 – Professional Services Agreement - Shive Hattery
 Engineering - Graham Park Bandshell

#### c. U.S. 30 Traffic Signal Removal

Also see item 7.c- November 13, 2023 – U.S. 30 Traffic Signal Removal Study - Adams Street, Court Street and item 8.c- March 25, 2024 – U.S. 30 Traffic Signal Removal Study

#### d. Cleaning Services

#### 8. Committee Reports (Informational Only)

• None

#### 10. Comments from the City Council

#### 11. Comments from the City Manager

#### 12. Adjourn

April Meetings:

- \* Airport Commission April 8, 2024 Airport Terminal Building 21177 Quail Ave
- \* Planning and Zoning Commission April 10, 2024 City Hall 627 N Adams St
- \* Library Board of Trustees April 15, 2024 Carroll Public Library 118 E 5th St
- \* City Council April 22, 2024 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 04/04/2024 at 3:17 PM

#### COUNCIL MEETING

#### MARCH 25, 2024

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

The Carroll City Council met in special session on this date at 5:00 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided.

#### \* \* \* \* \* \* \*

At 5:01 p.m. Mayor Fleshner opened a public hearing on the FY 2024/2025 Proposed Property Tax Levy. No public comments were received. Mayor Fleshner closed said public hearing at 5:03 p.m.

#### \* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to adjourn at 5:03 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

#### COUNCIL MEETING

#### MARCH 25, 2024

(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: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

#### \* \* \* \* \* \* \*

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

\* \* \* \* \* \* \*

Public Works Department, Street Division and Wastewater Division, employee Jeff Warnke was recognized for his years of service and his upcoming retirement. No Council action taken.

\* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the March 11, 2024 Council meeting, as written; b) bills and claims in the amount of \$839,728.19; c) Licenses and Permits: Renewal of Class "C" Retail Alcohol License – *Carroll Brewing Company* and New 5-day Class "C" Retail Alcohol License – *Carroll Hy-Vee (Kuemper Ball – April 27, 2024)*; d) Mayoral appointment with Council approval of Todd Bierl to the Civil Service Commission (4-year term to expire April 1, 2028) and e) approval of an Infill Housing Incentive Application for Adam & Bailey Warnke (209 S. Elm) and the cancellation of the following Infill Housing Applications due to construction not starting within three (3) months of the approval of the application: MB Construction & Real Estate (1413 – 1415 E. 10<sup>th</sup> Street, 1417 – 1419 E. 10<sup>th</sup> Street, and 1421 – 1425 E. 10<sup>th</sup> Street) and Jake Vonnahme (1528 E. 10<sup>th</sup> Street). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-16, Directing the Acceptance of a Proposal to Purchase \$1,130,000\* (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2024A from Iowa Savings Bank of Carroll, Iowa. Susanne Gerlach, PFM Financial Advisors LLC Managing Director, presented the bid proposal results. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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#### \* \* \* \* \* \* \*

It was moved by Dirkx, seconded by Siemann, to approve an Amended Carroll Area Access Television Coordinator Agreement. On roll call, Ayes: Bauer, Dirkx, and Siemann. Nays: Atherton, Bordenaro and Schreck. Abstain: None. Absent: None. Motion failed 3-3.

\* \* \* \* \* \* \*

It was moved by Atherton, seconded by Bordenaro, to approve Resolution No. 24-17, Accepting a Permanent Easement for Watermain Right-of-Way Granted by Mufflerman LLC for the Water Distribution Main Improvement Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-18, Accepting a Temporary Easement for Watermain Right-of-Way Granted by LBC of Carroll, LLC for the Water Distribution Main Improvement Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \* \* \*

It was moved by Atherton, seconded by Bordenaro, to approve Resolution No. 24-19, Accepting a Temporary Easement for Watermain Right-of-Way Granted by Silverado, Inc. for the Water Distribution Main Improvement Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to approve Resolution No. 24-20, Accepting an Easement for Sanitary Sewer Right-of-Way Granted by Carroll County Redemption, LLC in Lot 3, Wendl Subdivision Plat 2. On roll call, all present voted aye. Nays: None. Abstain due to a conflict of interest: Atherton. Absent: None. Motion carried 5-0.

\* \* \* \* \* \* \*

It was moved by Dirkx, seconded by Siemann, to approve the proposed FY 2024/2025 budget which includes setting April 8, 2024, as the date for the public hearing on the FY 2024/2025 budget and directs City Clerk to publish said public hearing. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Siemann, seconded by Schreck, to accept the Certificate of Substantial Completion for the Carroll Recreation Center Building Improvements – 2021 Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \* \* \*

Council discussed the U.S. 30 Traffic Removal Study. Kimberly Tiefenthaler, Carroll Chamber of Commerce Executive Director, addressed Council on this issue. No Council action taken.

#### \* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to approve the street closure for the Carroll Chamber of Commerce Live + Local Events on Fifth Street from West Street to Carroll Street on June 6, June 27, July 25, August 22 and September 19, 2024. Kimberly Tiefenthaler, Carroll Chamber of Commerce Executive Director, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \* \* \*

It was moved by Atherton, seconded by Bordenaro, to waive city policies 304 and 307 related to the sale of real property and approve the proposed Notice – Request for Bids and Bid Form for 1114 N. Main Street. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to adjourn at 6:24 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

#### COUNCIL MEETING APRIL 2, 2024

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

The Carroll City Council met in special session on this date at 3:35 p.m. in the Chamber of Commerce Board Room, 407 W. 8th Street. Members present: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck (departed at 5:07 p.m.) and Carolyn Siemann. Absent: Mayor Jerry Fleshner. Mayor Pro Tem Carolyn Siemann presided in the absence of Mayor Fleshner.

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Jim Thompson, Iowa Economic Development Authority Business Specialist, presented the Carroll Downtown Assessment Report. No Council action taken.

\* \* \* \* \* \* \*

Council Member Schreck departed at 5:07 p.m.

\* \* \* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to adjourn at 5:46 p.m. All present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried: 5-0.

ATTEST:

Carolyn Siemann, Mayor Pro Tem



## COUNCIL CLAIMS 4/8/2024

By Vendor Filed As

#### Payment Dates 3/26/2024 - 4/8/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003940 - A	T & T MOBILIT			
287314044451X04062024	CELL PHONES	130858	04/04/2024	782.56
287314044451X04062024	CELL PHONES	130858	04/04/2024	31.46
287314044451X04062024	CELL PHONES	130858	04/04/2024	13.48
		Vend	or Filed As 003940 - A T & T MOBILIT Total:	827.50
Vendor Filed As: 001720 - A	CCESS SYSTEMS			
INV1542571	COPIER CONTRACT	130836	03/26/2024	179.40
INV1539796	COPIER CONTRACT			21.72
INV1539796	COPIER CONTRACT		=	136.90
		Vendo	or Filed As 001720 - ACCESS SYSTEMS Total:	338.02
Vendor Filed As: 001704 - A	cco			
0241077-IN	CHEMICAL READER PROBES			1,701.93
0241162-IN	POOL/SPA CHEMICALS		_	60.88
			Vendor Filed As 001704 - ACCO Total:	1,762.81
Vendor Filed As: 001621 - A	CE HARDWARE			
324599	SUPPLIES			52.95
324618	SUPPLIES			29.98
324510	CLEANING SUPPLIES			17.97
324527	CASTERS			49.95
324548	SUPPLIES			15.98
324555	SUPPLIES			41.86
324582	SUPPLIES			46.96
324644	BOLTS			0.37
324682	SUPPLIES			35.97
324710	CLEANER			4.99
324728	SPRAYERS AND HOSE			90.97
324755	SUPPLIES			46.96
324773	#15 LICENSE PLATE SCREWS			3.76
324776	SUPPLIES			10.97
324793	PAINT BRUSHES			5.97
324824	RESTROOM REPAIR PARTS			9.99
324849	SUPPLIES			44.98
324858				18.29
324866	PLANT SUPPLIES			23.97
324868	REPAIR PARTS	Vend	or Filed As 001621 - ACE HARDWARE Total:	13.98 566.82
Vender Filed As: 001000		venu		500.02
Vendor Filed As: 001698 - Al 46934	TONER CARTRIDGE			129.95
40954	TONER CARTRIDGE	Vendo	Filed As 001698 - ADVANCED LASER Total:	129.95
Vender Filed Act 002270		Vendor		129.95
Vendor Filed As: 002370 - Al 07NV136230	SUPPLIES			29.98
0/11/150250		Vendor F	iled As 002370 - ARNOLD MOTOR SU Total:	29.98
Vendor Filed As: 002818 - BA				
2038105856	BOOKS	130839	03/26/2024	1,050.59
2038128333	BOOKS	130839	03/26/2024	84.28
2038137315	BOOKS	130839	03/26/2024	1,268.43
2038156648	BOOKS	130839	03/26/2024	179.15
			Filed As 002818 - BAKER AND TAYLO Total:	2,582.45
Vendor Filed As: 000949 - Bo	DHLMANN INC.			
B16298	MEMORIAL BENCH - GRADE			835.00
		Vendo	or Filed As 000949 - BOHLMANN INC. Total:	835.00
				Page 10

COUNCIL CLAIMS 4/8/2	024		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 00351	5 - BOMGAARS			
21236259	MP - DRAG REPAIRS			11.99
21236956	TOOL AND FASTENERS			77.55
21237480	SPRAYER AND NOZZLES			40.99
21237857	MISC SUPPLIES			274.18
21237865	SOFTNER SALT			31.96
21239289	#26 TAILGATE CHAIN			24.99
21239396	CUTTING WHEEL			23.88
21239846	CLEANING SUPPLIES			70.53
21240252	SUPPLIES			23.48
21241085	SIGN PARTS			9.87
21243044	SHOVELS			83.98
21243380	SUPPLIES			56.31
21243592	SUPPLIES			12.98
21243671	PAINT			7.99
21244155	REPAIR PARTS			32.36
		Ven	dor Filed As 003515 - BOMGAARS Total:	783.04
Vendor Filed As: 036220				
INV0000436	MEMBERSHIP REFUND	130834	03/26/2024	30.00
			Filed As 036226 - BRADY MILLER Total:	30.00
Vendor Filed As: 00366				
10803741	LOCAL AND LONG DISTANCE	DET00001E1	04/02/2024	260.47
		DFT0000151	04/03/2024	
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	133.59
10803741		DFT0000151	04/03/2024	187.65
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	223.15
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	170.25
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	316.56
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	397.01
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	399.81
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	221.01
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	141.54
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	472.44
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	381.03
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	300.98
10803741	LOCAL AND LONG DISTANCE	DFT0000151	04/03/2024	343.64
		Vendor File	d As 003661 - BREDA TELEPHONE Total:	3,949.13
Vendor Filed As: 03623	1 - CANTERBURY DIAMOND			
0582774-IN	CONCRETE SAW BLADE			186.75
		Vendor Filed As (	036231 - CANTERBURY DIAMOND Total:	186.75
Vendor Filed As: 00379	1 - CAPITAL ONE			
00254	FLASH DRIVES	130830	03/26/2024	31.76
03514	SUPPLIES	130830	03/26/2024	33.58
03514	SUPPLIES	130830	03/26/2024	99.85
03926	SPRING BREAK/TEA PARTY/E	130830	03/26/2024	41.41
03978	CLEANING SUPPLIES	130830	03/26/2024	51.36
06063	SUPPLIES	130830		19.73
			03/26/2024	
07543	PROGRAM SUPPLIES	130830 Vend	03/26/2024 or Filed As 003791 - CAPITAL ONE Total:	43.23 320.92
		venu		520.52
Vendor Filed As: 00413		120044	02/26/2024	110.00
R078194	CLEANING SUPPLIES	130844	03/26/2024	110.00
R078553	SUPPLIES			93.82
R078562	WET FLOOR SIGNS			33.00
R078591	SUPPLIES			102.00
R078595	SUPPLIES			217.86
R078644	CLEANING SUPPLIES			285.86
		Vendor Fil	led As 004138 - CAPITAL SANITAR Total:	842.54
Vendor Filed As: 00074	7 - CARROLL AUTO SU			
348911	#22 OIL FILTER			15.72
				Page 11

COUNCIL CLAIMS 4/8/202	4		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
349098	OIL CHANGE #52			48.21
349144	AIR FILTER #52			16.81
		Vendor File	d As 000747 - CARROLL AUTO SU Total:	80.74
Vendor Filed As: 004146 -	CARROLL CONTROL			
4430	FURNACE REPAIRS	130845	03/26/2024	140.00
4495	EXHAUST FAN REPAIRS			106.25
		Vendor Filed	d As 004146 - CARROLL CONTROL Total:	246.25
Vendor Filed As: 004174 -	CARROLL COUNTY			
NV0000444	MARCH FINGERPRINTS			120.00
NV0000445				90.00
NV0000446				190.00
NV0000447	NOVEMBER FINGERPRINTS	Vender File		130.00
		vendor File	ed As 004174 - CARROLL COUNTY Total:	530.00
Vendor Filed As: 004183 -				
NV0000470	LIEN PAYMENT 2235 FAIRWAY			80.00
NV0000470	LIEN PAYMENT 2235 FAIRWAY	Man dan File		5.00
		Vendor File	ed As 004183 - CARROLL COUNTY Total:	85.00
Vendor Filed As: 004195 -				
48703	DOOR CLOSERS			1,030.26
		Vendor File	ed As 004195 - CARROLL GLASS C Total:	1,030.26
Vendor Filed As: 002977 -	CARROLL REFUSE			
NV0000474	MARCH TRASH COLLECTIONS	130855	04/04/2024	14,204.56
		Vendor Fi	led As 002977 - CARROLL REFUSE Total:	14,204.56
Vendor Filed As: 000991 -	CARUS PHOSPHATE			
SLS 10111843	WATER TREATMENT SUPPLIES			4,445.28
		Vendor Filed	As 000991 - CARUS PHOSPHATE Total:	4,445.28
Vendor Filed As: 003058 -	CENTRAL IOWA RE			
743633	ROW - 614 W 15TH ST			724.00
		Vendor File	d As 003058 - CENTRAL IOWA RE Total:	724.00
Vendor Filed As: 002867 -	CINTAS FIRST AI			
5204314815	FIRST AID SUPPLIES			69.79
		Vendor F	iled As 002867 - CINTAS FIRST AI Total:	69.79
Vendor Filed As: 004525 -	CITY OF CARROLL			
NV0000475	DOWNTOWN RESTROOM WA	130861	04/04/2024	50.00
		Vendor Fil	led As 004525 - CITY OF CARROLL Total:	50.00
Vendor Filed As: 003633 -	CLEANING SOLUTI			
2257	FEBRUARY LIBRARY CLEANING	130840	03/26/2024	3,120.00
2270	MARCH PD CLEANING			624.00
2279	MARCH CLEANING CITY HALL			2,080.00
		Vendor File	ed As 003633 - CLEANING SOLUTI Total:	5,824.00
Vendor Filed As: 002071 -	COMPUTER REPAIR			
17743	4 STAFF COMPUTERS	130837	03/26/2024	5,480.00
17846	IT SERVICES	130837	03/26/2024	510.00
		Vendor Filed	As 002071 - COMPUTER REPAIR Total:	5,990.00
Vendor Filed As: 003214 -	CORE-MARK MIDCO			
1501492	SOCCER CONCESSIONS			1,010.49
		Vendor Filed	As 003214 - CORE-MARK MIDCO Total:	1,010.49
Vendor Filed As: 005395 -	D & K PRODUCTS			
<b>Vendor Filed As: 005395</b> - 75611IN	D & K PRODUCTS GRASS SEED			1,800.00
				1,800.00 120.00
75611IN	GRASS SEED			
75611IN 75612IN	GRASS SEED HERBICIDE			120.00

COUNCIL CLAIMS 4/8/2024		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Number Payment Date	Amount
Vendor Filed As: 003988 - DA			122.00
\$10326099.001	PRESSURE GAUGE & TILE PRO	Vendor Filed As 003988 - DAKOTA SUPPLY G Total:	122.00 122.00
Vendor Filed As: 000854 - DE	ARBORN NATION		
INV0000431	APRIL LIFE INSURANCE PREMI	130827 03/26/2024	325.61
11110000431		Vendor Filed As 000854 - DEARBORN NATION Total:	325.61
Vendor Filed As: 001075 - E 8			
CWW.326	SLUDGE HAULING		34,143.25
0111.320		Vendor Filed As 001075 - E & F CUSTOM PU Total:	34,143.25
Vendor Filed As: 012590 - EC			-
S010527454.001	ANTENNA BRACKETS	130862 04/04/2024	109.36
S010544971.001	BATTERIES	130862 04/04/2024	103.03
S010547845.001	COOLER OUTLET		7.18
		Vendor Filed As 012590 - ECHO ELECTRIC S Total:	219.57
Vendor Filed As: 003971 - EN	IPLOYEE BENEFI		
INV0000438	HRA CHECKS	DFT0000138 03/26/2024	270.37
000042191	APRIL HRA PARTICIPANT FEES	DFT0000149 04/01/2024	385.00
		Vendor Filed As 003971 - EMPLOYEE BENEFI Total:	655.37
Vendor Filed As: 004052 - EP	CO LTD INC		
2416001	HOOKS FOR MEN'S SHOWERS		176.00
		Vendor Filed As 004052 - EPCO LTD INC Total:	176.00
Vendor Filed As: 036230 - EP	IC SPORTS		
7559092	PROGRAM SUPPLIES		436.82
7559098	SOCCER BALLS	_	661.83
		Vendor Filed As 036230 - EPIC SPORTS Total:	1,098.65
Vendor Filed As: 008050 - FA	STENAL COMPAN		
IACAR194838	DOLLY FOR EQUIPMENT	_	429.25
		Vendor Filed As 008050 - FASTENAL COMPAN Total:	429.25
Vendor Filed As: 006860 - FE	LD FIRE EQUIP		
0437015-IN	ANNUAL COMP SERVICE	_	800.00
		Vendor Filed As 006860 - FELD FIRE EQUIP Total:	800.00
Vendor Filed As: 036210 - FIF	RST CLASS MULTISERVICES INC		
INV0000467	REC CLEANING 3/17-3/30/24	_	1,601.06
		Vendor Filed As 036210 - FIRST CLASS MULTISERVICES INC Total:	1,601.06
Vendor Filed As: 003534 - FU	SEBOX MARKETI		
8089	APRIL WEB MAINTENANCE	=	255.00
		Vendor Filed As 003534 - FUSEBOX MARKETI Total:	255.00
Vendor Filed As: 036220 - GL	OBAL INDUSTRIAL		
121679027	WATER FOUNTAIN REPAIRS	=	40.33
		Vendor Filed As 036220 - GLOBAL INDUSTRIAL Total:	40.33
Vendor Filed As: 003037 - GN	AB FOODS INC		
187	HOUSING PLANNING SESSION	_	92.36
		Vendor Filed As 003037 - GMB FOODS INC Total:	92.36
Vendor Filed As: 010605 - HA	CH CHEMICAL C		
13975893	LAB SUPPLIES	_	1,721.80
		Vendor Filed As 010605 - HACH CHEMICAL C Total:	1,721.80
Vendor Filed As: 010615 - HA	LEY IMPLEMENT		
IC74213	FILTERS AND OIL		194.82
		Vendor Filed As 010615 - HALEY IMPLEMENT Total:	194.82
Vendor Filed As: 010660 - HA	WKEYE TRUCK E		
162208	#53 REPAIR PARTS		100.57
		Vendor Filed As 010660 - HAWKEYE TRUCK E Total:	100.57
Vendor Filed As: 005410 - HE	RALD PUBLISHI		
INV0000442	NEWSPAPER RENEWAL 1 YR	130846 03/26/2024	84.00
		Vendor Filed As 005410 - HERALD PUBLISHI Total:	84.00 Page 13
			. 490 10

COUNCIL CLAIMS 4/8/2024			Payment Dates: 3/26/20	024 - 4/8/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 000130 - HG				
702223-2	BRIDGE INSPECTIONS	Vender Fil		4,846.54
		Vendor File	ed As 000130 - HGM ASSOCIATES Total:	4,846.54
Vendor Filed As: 011831 - HY		120247	02/25/2024	11.04
48701841181	WATER	130847	03/26/2024	11.94
	4	venc	dor Filed As 011831 - HY-VEE INC. Total:	11.94
Vendor Filed As: 002198 - ILA INV0000443	AWARD WINNER POSTERS &	130838	02/26/2024	18.00
11110000443	AWARD WINNER POSTERS &		03/26/2024	18.00 18.00
		·		18.00
Vendor Filed As: 012552 - INI IN229695	BELTS			27.80
111229093	BLUS	Vendor File	ed As 012552 - INDUSTRIAL BEAR Total:	27.80
Vendor Filed As: 012589 - IN	TO VIMETEDS			
753084	DRYGAS PBT			125.00
735004		Vendor	Filed As 012589 - INTOXIMETERS Total:	125.00
Vendor Filed As: 012610 - IO				
INV0000439	IMMI CONFERENCE REGISTRA	130831	03/26/2024	350.00
1110000433			ed As 012610 - IOWA CITY/CO. M Total:	350.00
Vendor Filed As: 003982 - IO				550.00
33637	CALENDAR AD	130842	03/26/2024	75.00
33037	CALLINDAR AD		As 003982 - IOWA INFORMATIO Total:	75.00
Vender Filed Act 012666 10				
Vendor Filed As: 012666 - IO 259862	FEBRUARY 2024 LOCATES			84.20
233002		Vendor F	iled As 012666 - IOWA ONE CALL Total:	84.20
Vender Filed Act 012679 101				04120
Vendor Filed As: 012678 - IO 038379	NO PARKING SIGNAGE			38.20
030373	NO FARRING SIGNAGE	Vendor File	ed As 012678 - IOWA PRISON IND Total:	38.20
Vender Filed Act 013685 101				50.20
Vendor Filed As: 012685 - IO 138257	VEHICLE REPAIR PARTS			48.15
130237	VEHICLE REPAIR PARTS	Vendor File	d As 012685 - IOWA SMALL ENGI Total:	48.15
Vendor Filed As: 003722 - iSC				
W32984	MARCH FLEX SPENDING PART	DFT0000152	04/04/2024	82.80
WJZJ04	MARCHTELX SI ENDING FART		led As 003722 - iSOLVED BENEFIT Total:	82.80
Vendor Filed As: 036227 - JA				02.00
INV0000437	MEMBERSHIP REFUND	130835	03/26/2024	38.66
11110000437			or Filed As 036227 - JANICE KLEIN Total:	38.66
Vender Filed Act 012017				
Vendor Filed As: 013917 - JEC 149141	GC IRRIGATION BOOSTER STAT			2,506.30
149143	WEST ST GOLF COURSE DEVE			4,713.00
149143	WEST ST GOLF COURSE DEVE			1,941.25
149143	WEST ST GOLF COURSE DEVE			2,600.00
149433	2022 STORMWATER IMPROV		_	24,898.00
		Vendor Fil	led As 013917 - JEO CONSULTING Total:	36,658.55
Vendor Filed As: 036234 - JIN	1 DETERMANN			
INV0000471	REC MEMBERSHIP REFUND		_	203.34
		Vendor Fi	led As 036234 - JIM DETERMANN Total:	203.34
Vendor Filed As: 000169 - JO	HNSON, PERRY			
INV0000477	MARCH MILEAGE - INSPECTIO		_	157.45
		Vendor Fil	ed As 000169 - JOHNSON, PERRY Total:	157.45
Vendor Filed As: 036229 - JO	SEPH D LE VALLEY			
10242	ADULT PROGRAM	130851	03/26/2024	500.00
		Vendor Filed	As 036229 - JOSEPH D LE VALLEY Total:	500.00
Vendor Filed As: 036232 - JO	SH SAMPLE			
INV0000469	GOLF MEMBERSHIP REFUND			123.75
				Dec - 44
				Page 14

COUNCIL CLAIMS 4/8/20	24		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0000469	GOLF MEMBERSHIP REFUND		_	140.01
		Ve	ndor Filed As 036232 - JOSH SAMPLE Total:	263.76
Vendor Filed As: 036233				117 27
1062	FIX DOOR HANDLE	Va	ndor Filed As 036233 - JTR LOCK INC. Total:	<u>117.37</u> <b>117.37</b>
		ve	nuol Fileu As 050255 - JTR LOCK INC. Total.	117.57
Vendor Filed As: 014520 173512	- KASPERBAUER CLE LAUNDER MATS			156.33
175512		Vendor	Filed As 014520 - KASPERBAUER CLE Total:	156.33
Vendor Filed As: 002178				
INV0000434	COURT IN GREENE COUNTY	130828	03/26/2024	13.90
INV0000462	FORENSIC INTERVIEW EXPENS	130854	04/04/2024	13.43
		Ve	ndor Filed As 002178 - KLEVER, ALEX Total:	27.33
Vendor Filed As: 003093	- KRAUS. GRANT			
INV0000464	IPRA SPRING CONFERENCE	130856	04/04/2024	157.62
		Ven	dor Filed As 003093 - KRAUS, GRANT Total:	157.62
Vendor Filed As: 002453	- LAMBERTZ, JASON			
165564	PRODUCTION COSTS			1,050.00
		Vendor	Filed As 002453 - LAMBERTZ, JASON Total:	1,050.00
Vendor Filed As: 002698	- LANDSCAPERS PAR			
0000132585	LL DUGOUT PROJECT			80.13
		Vendor	Filed As 002698 - LANDSCAPERS PAR Total:	80.13
Vendor Filed As: 017133	- MASTERCARD			
INV0000432	WEATHER TECH FLOOR LINERS	130832	03/26/2024	138.95
INV0000432	DRAWER SYSTEM BINS	130832	03/26/2024	1,485.00
INV0000440	VIDEOS	130848	03/26/2024	75.99
INV0000440	BOOKS	130848	03/26/2024	134.95
INV0000440	BOOKS	130848	03/26/2024	101.40
INV0000440	VIDEOS	130848	03/26/2024	156.42
INV0000440	VIDEOS	130848	03/26/2024	8.01
		vel	ndor Filed As 017133 - MASTERCARD Total:	2,100.72
Vendor Filed As: 002993				
151132 151132	CBD STREET RESURFACING CBD STREET RESURFACING			5,500.00
151132	CBD STREET RESURFACING			23,400.00 6,820.00
131132		Vendor	Filed As 002993 - MC CLURE ENGINE Total:	35,720.00
Vendor Filed As: 017220	- MC FARLAND CLIN			
INV0000466	FF PHYSICAL			329.00
INV0000466	PRE-EMP PHYSICAL - GOLWIT			246.00
		Vendor	Filed As 017220 - MC FARLAND CLIN Total:	575.00
Vendor Filed As: 003966	- MICROBAC LABORA			
NT2402414	SAMPLE ANALYSIS			87.50
		Vendor F	iled As 003966 - MICROBAC LABORA Total:	87.50
Vendor Filed As: 017585	- MIDWEST WHOLESA			
578405	CEMENT FORMS			106.46
579184	SUPPLIES			19.80
		Vendor Fi	led As 017585 - MIDWEST WHOLESA Total:	126.26
Vendor Filed As: 002651	- MOTOR INN OF CA			
10679	VEHICLE REPAIRS			150.07
		Vendor	Filed As 002651 - MOTOR INN OF CA Total:	150.07
Vendor Filed As: 017735	- MOTOROLA SOLUTI			
8281846441	WATCH GUARD UPGRADE			2,800.00
		Vendor F	iled As 017735 - MOTOROLA SOLUTI Total:	2,800.00
Vendor Filed As: 003529	- MURRAY'S WELDIN			
CB126243	MOUNTING BRACKET			51.00
		Vendor F	iled As 003529 - MURRAY'S WELDIN Total:	51.00

COUNCIL CLAIMS 4/8/202	4		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Nu	mber Payment Date	Amount
Vendor Filed As: 018408 -				
066280	#26 HOSE CLAMP	Vie		9.60
		Ve	ndor Filed As 018408 - NAPA AUTO PARTS Total:	9.60
Vendor Filed As: 019124 -				
501650	LAB SUPPLIES			1,066.12
		V	endor Filed As 019124 - NORTH CENTRAL L Total:	1,066.12
Vendor Filed As: 003298 -	NUTRIEN AG SOLU			
53478929	CBD - HERBICIDE		_	515.00
		V	endor Filed As 003298 - NUTRIEN AG SOLU Total:	515.00
Vendor Filed As: 020326 -	OPTIONS INK			
8198	LIBRARY SIGNAGE	130849	03/26/2024	464.80
8620	SUMMER READING LAWN SIG	130849	03/26/2024	1,475.00
			Vendor Filed As 020326 - OPTIONS INK Total:	1,939.80
Vendor Filed As: 021050 -	P & H WHOLESALE			
\$2954753.001	SUPPLIES	130863	04/04/2024	39.63
S2952575.001	REVERSE OSMOSIS SYSTEM	130863	04/04/2024	288.27
\$2953271.001	PLUMBING REPAIR PARTS			107.27
S2955520.001	FILTERS		=	155.22
		V	endor Filed As 021050 - P & H WHOLESALE Total:	590.39
Vendor Filed As: 001949 -	PERFORMANCE TIR			
0175422	#35 TIRE REPAIRS			49.22
		Ve	ndor Filed As 001949 - PERFORMANCE TIR Total:	49.22
Vendor Filed As: 004066 -	POSTEL KERSTEN			
INV0000441	MILEAGE - OUTREACH	130843	03/26/2024	40.67
			/endor Filed As 004066 - POSTEL, KERSTEN Total:	40.67
V	DOCTMACTED		<b>-</b> ,	
Vendor Filed As: 021735 -	POSTAGE TO MAIL WATER BIL	130833	02/26/2024	1 220 22
INV0000430	POSTAGE TO MAIL WATER BIL	130833	03/26/2024 Vendor Filed As 021735 - POSTMASTER Total:	1,338.33 1,338.33
			Vendor Filed AS 021755 - FOSTMASTER Total.	1,558.55
Vendor Filed As: 004030 -				
INV0000468	ADAMS STREET RECONSTRUCT			24,853.91
		ve	ndor Filed As 004030 - RASCH CONSTRUCT Total:	24,853.91
Vendor Filed As: 023640 -				
INV0000473	MARCH TRASH COLLECTIONS	130864	04/04/2024	38,537.76
INV0000449	MARCH GARBAGE PICKUP			39.68
INV0000449	MARCH GARBAGE PICKUP			54.94
INV0000449				39.68
INV0000449				193.41
INV0000449				10.00
INV0000449 INV0000449	MARCH GARBAGE PICKUP MARCH GARBAGE PICKUP			21.00 148.79
INV0000449	MARCH GARBAGE PICKUP			52.32
INV0000449	MARCH GARBAGE PICKUP			82.40
INV0000449	MARCH RECYCLING			9.92
INV0000449	MARCH GARBAGE PICKUP			29.73
INV0000449	MARCH GARBAGE PICKUP			225.09
INV0000449	MARCH GARBAGE PICKUP			136.00
			Vendor Filed As 023640 - RAY'S REFUSE SE Total:	39,580.72
Vendor Filed As: 023815 -	REGION XII COG			
INV0000472	MARCH TAXI PROGRAM DON	130865	04/04/2024	910.00
1110000472	MARCH TAXI PROGRAM DON	130803	Vendor Filed As 023815 - REGION XII COG Total:	910.00 910.00
				510.00
Vendor Filed As: 024630 -		400050		20.05
013428	VACUUM BAGS	130850	03/26/2024	20.99
		Ve	ndor Filed As 024630 - RUTTEN'S VACUUM Total:	20.99
Vendor Filed As: 003696 -	SCI COMMUNICATI			
11606	TELPHONE REPAIRS	130841	03/26/2024	180.00
11000				
11000		Ve	endor Filed As 003696 - SCI COMMUNICATI Total:	180.00 Page 16

COUNCIL CLAIMS 4/8/202	24		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 025110 -	SECRETARY OF ST			
INV0000448	NOTARY FEE - AMDOR			30.00
		Vendor File	ed As 025110 - SECRETARY OF ST Total:	30.00
Vendor Filed As: 025250 -				
6499-2	SUPPLIES	Manufactoria de la companya de la co		4.87
		Vendor Filed	As 025250 - SHERWIN WILLIAM Total:	4.87
Vendor Filed As: 000155 -				
4216091-2	GRAHAM PARK BAND SHELL R			9,900.00
		Vendor Fil	led As 000155 - SHIVE HATTERY I Total:	9,900.00
Vendor Filed As: 004178 -				
452447	DISPOSAL OF TVS			45.00
		Vendor Filed	As 004178 - SOLID WASTE MAN Total:	45.00
Vendor Filed As: 001778 -	SPRAYER SPECIAL			
1207218-IN	ELECTRIC MOTOR WITH ROLL		_	746.50
		Vendor File	ed As 001778 - SPRAYER SPECIAL Total:	746.50
Vendor Filed As: 028180 -	STATE HYGIENIC			
275670	SAMPE ANALYSIS 502 N COUR			14.50
275672	WATER SAMPLE ANALYSIS			45.50
		Vendor Fi	led As 028180 - STATE HYGIENIC Total:	60.00
Vendor Filed As: 025880 -	STONE PRINTING			
109876	ENVELOPES			59.99
11503	SUPPLIES			1.00
		Vendor Fil	ed As 025880 - STONE PRINTING Total:	60.99
Vendor Filed As: 026605 -	TIEFENTHALER AG			
46129	LIMESTONE ROCK			10,044.21
		Vendor File	d As 026605 - TIEFENTHALER AG Total:	10,044.21
Vendor Filed As: 003866 -	TIEMEYER, CHAD			
INV0000465	IPRA SPRING CONFERENCE	130857	04/04/2024	1,004.40
		Vendor Fil	ed As 003866 - TIEMEYER, CHAD Total:	1,004.40
Vendor Filed As: 026940 -				
IN0017481	VEHICLE SUPPLIES			23.80
		Venc	lor Filed As 026940 - TOYNE INC. Total:	23.80
Vendor Filed As: 027060 -				
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	527.87
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	2,114.01
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	157.01
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	13.09
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	5,708.63
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	2,696.51
INV0000463	FEBRUARY SALES TAX	DFT0000148	03/26/2024	588.94
		Vendor File	ed As 027060 - TREASURER OF IO Total:	11,806.06
Vendor Filed As: 003760 -	TRITECH SOFTWAR			
402714	LUCITY YEARLY MAINT. FEE			5,504.37
		Vendor Filed	As 003760 - TRITECH SOFTWAR Total:	5,504.37
Vendor Filed As: 027085 -	TROPHIES PLUS I			
382529	RETIREMENT PLAQUE - WARN			36.99
		Vendor Fi	led As 027085 - TROPHIES PLUS I Total:	36.99
Vendor Filed As: 003868 -				
2303	RADIO SYSTEM ANALYSIS			1,188.75
2303	RADIO SYSTEM ANALYSIS			396.25
		Vendor Filed	As 003868 - TRUE NORTH CONT Total:	1,585.00
Vender Filed Are 001000				_,200.00
Vendor Filed As: 001088 - 025-457263	INCODE 10 MIGRATION - UB			
	INCODE TO INIGRATION - OB			9,975.00
023-437203		Vendor Filed	As 001088 - TYLER TECHNOLOG Total:	9,975.00

COUNCIL CLAIMS 4/8/202	24		Payment Dates: 3/26/20	24 - 4/8/2024
Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 028174	- UNITED STATES C			
480639347	CELL PHONES	130866	04/04/2024	39.13
480639347	CELL PHONES	130866	04/04/2024	108.00
480639347	CELL PHONES	130866	04/04/2024	13.04
480639347	CELL PHONES	130866	04/04/2024	13.04
480639347	CELL PHONES	130866	04/04/2024	13.04
480639347	CELL PHONES	130866	04/04/2024	57.97
		Vendor F	iled As 028174 - UNITED STATES C Total:	244.22
Vendor Filed As: 002449	- UNITYPOINT CLIN			
218572	PRE-EMPLOYMENT DRUG TES			294.00
		Vendor Fi	led As 002449 - UNITYPOINT CLIN Total:	294.00
Vendor Filed As: 029010	- VEENSTRA & KIMM			
27366-3	DIGESTER/VLR			29,672.75
		Vendor File	d As 029010 - VEENSTRA & KIMM Total:	29,672.75
Vendor Filed As: 003762	- WEISENBORN, STE			
INV0000433	STEEL TOED BOOTS	130829	03/26/2024	90.95
		Vendor Fil	ed As 003762 - WEISENBORN, STE Total:	90.95
Vendor Filed As: 003414	- WITTROCK SOLUTI			
717	TREADMILL REPAIRS & MAINT.			3,687.50
		Vendor Fil	ed As 003414 - WITTROCK SOLUTI Total:	3,687.50
Vendor Filed As: 003970	- WORLDWIDE EXPRE			
2403151448	FREIGHT W/E 3/27/2024	130859	04/04/2024	12.39
2403151448	FREIGHT W/E 3/27/2024	130859	04/04/2024	23.85
2404015722	FREIGHT W/E 4/3/2024	130860	04/04/2024	16.90
		Vendor File	As 003970 - WORLDWIDE EXPRE Total:	53.14
			Grand Total:	338,924.14

#### **Report Summary**

#### **Fund Summary**

Fund		Expense Amount	Payment Amount
001 - GENERAL FUND		121,157.01	79,778.44
010 - HOTEL/MOTEL TAX		9,900.00	0.00
110 - ROAD USE TAX FUND		15,953.20	0.00
121 - LOCAL OPTION SALES TAX		50.00	50.00
304 - C.P. STREETS		60,573.91	0.00
311 - C.PPARKS & RECREATION		2,506.30	0.00
313 - C.P REC CENTER BLDG		2,229.25	0.00
316 - C.P UTILITY FUND		9,254.25	0.00
600 - WATER UTILITY FUND		21,913.94	8,167.35
610 - SEWER UTILITY FUND		39,245.61	3,071.91
612 - SEWER UTILITY CAP. IMP.		29,672.75	0.00
620 - STORM WATER UTILITY		588.94	588.94
621 - STORM WATER CAP. IMP.		24,898.00	0.00
850 - MEDICAL INSURANCE FUND		980.98	980.98
	Grand Total:	338,924.14	92,637.62

Gross Payroll \$214,733.25

City	y oi	f Carr	oll	
627 N. A	dams Street	Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139
MEMO TO: FROM: DATE:	Aaron Koo Laura A. S April 4, 20	biker, City Manager Schaefer, Finance Direc 124	ctor/City Clerk	D
SUBJECT:	<ul> <li>Resolu "C" Re Event</li> <li>Resolu "C" Re</li> </ul>	etail Alcohol License – on June 21, 2024) ition Allowing Alcoho	Lucky Wife Wine S lic Beverage Sales :	and New 5-day Special Class Slushies (Rolling Hills Market and New 5-day Special Class Slushies (Rolling Hills Market

Dawn Thompson, owner of Lucky Wife Wine Slushies, is planning to attend the Rolling Hills Market event being held on June 21 and August 16, 2024, in Graham Park. Ms. Thompson owns a mobile event trail and is requesting to sell wine slushies at that event. There is a licensing requirement for a licensee that does not own an area being licensed to get permission from the owner to allow for the sale of alcoholic beverages on their premises. Attached are two resolutions granting permission to Lucky Wife Wine Slushies to sell alcoholic beverages in Graham Park at the Rolling Hills Market events on June 21 and August 16, 2024.

**<u>RECOMMENDATION:</u>** Council consideration and approval of the following:

- Resolution Allowing Alcoholic Beverage Sales and New 5-day Special Class "C" Retail Alcohol License – Lucky Wife Wine Slushies (Rolling Hills Market Event on June 21, 2024)
- Resolution Allowing Alcoholic Beverage Sales and New 5-day Special Class "C" Retail Alcohol License – Lucky Wife Wine Slushies (Rolling Hills Market Event on August 16, 2024)

## **RESOLUTION NO.**

#### A RESOLUTION ALLOWING LUCKY WIFE WINE SLUSHIES TO SELL ALCOHOLIC BEVERAGES IN GRAHAM PARK

WHEREAS, Lucky Wife Wine Slushies has requested to sell alcohol in Graham Park at the Rolling Hills Market event on June 21, 2024, and;

WHEREAS, there is an alcoholic beverages licensing requirement to seek permission from the owner of a premise to sell alcoholic beverages, and;

WHEREAS, the City of Carroll owns Graham Park.

NOW, THEREFORE, BE IT RESOLVED that the Carroll City Council grants permission to Lucky Wife Wine Slushies to sell alcoholic beverages in Graham Park at the Rolling Hills Market event on June 21, 2024.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 8th day of April, 2024.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

BY:

: Gerald H. Fleshner, Mayor

ATTEST:

By:

## **RESOLUTION NO.**

#### A RESOLUTION ALLOWING LUCKY WIFE WINE SLUSHIES TO SELL ALCOHOLIC BEVERAGES IN GRAHAM PARK

WHEREAS, Lucky Wife Wine Slushies has requested to sell alcohol in Graham Park at the Rolling Hills Market event on August 16, 2024, and;

WHEREAS, there is an alcoholic beverages licensing requirement to seek permission from the owner of a premise to sell alcoholic beverages, and;

WHEREAS, the City of Carroll owns Graham Park.

NOW, THEREFORE, BE IT RESOLVED that the Carroll City Council grants permission to Lucky Wife Wine Slushies to sell alcoholic beverages in Graham Park at the Rolling Hills Market event on August 16, 2024.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 8th day of April, 2024.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

BY:

Gerald H. Fleshner, Mayor

ATTEST:

By:



#### Brad Burke, Chief of Police

#### Police Department

112 E. 5th	Street	Carroll, Iowa 51401	-2799	(712) 792-3536	6	FAX: (712) 792-8088	
			2				
MEMO TO:	Aaron Ko	ooiker, City Manage	ertt				
FROM:	Brad Bur	ke, Chief of Police	BB				
DATE:	April 4, 2	2024					

**SUBJECT:** Carroll City Ordinance Chapter 69.08 amendment

Currently there is a no parking zone from 10<sup>th</sup> Street to 11<sup>th</sup> Street on the west side of the road along Adams Elementary. Due to changes in bus pickup and drop off, we have been allowing the school to stage parent pickup on Main Street in this area for after school pickup. There have not been any issues with traffic during this pickup time. To codify what has become normal practice, amendments are being made to Chapter 69.08 of the code. The changes will keep a no parking zone near the corner of 10<sup>th</sup> Street and make the remaining no parking zone a loading zone. This will allow for the pickup line to stage on Main Street for the after-school pickup.

**RECOMMENDATION:** Council consideration and discussion of the ordinance change amendment to Chapter 69.08 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 PARKING.

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

SECTION 1. Chapter 69 is amended by amending Section 08:

69.08 NO PARKING ZONES.

- 26. Main Street.
  - A. "No Parking Anytime."
    - (1) From 125 feet north of Pike Avenue to Thirteenth Street;
    - (2) Anthony Street to Timberline Drive east side only.

B. "No Parking Here To Corner."

- (1) From 30 feet north of Twelfth Street to 30 feet south of Twelfth Street;
- (2) From 30 feet north of Eleventh Street to Eleventh Street east side only;
- (3) From 30 feet north of Tenth Street to 30 feet south of Tenth Street;
- (4) From 20 feet south of U.S. Highway No. 30 to U.S. Highway No. 30;
- (5) From 40 feet north of Fifth Street to Fifth Street west side only;

(6) From 65 feet north of the centerline of Fourth Street to Fourth Street – west side only.

(7) From 70 feet north of the centerline of Tenth Street to Tenth Street – west side

D. "No Parking – Loading and Unloading Only."

(1) From 31 feet south of the southerly curb line of Third Street to 54 feet south of the southerly curb line of Third Street – east side only.

(2) From 115 feet north of the centerline of Eleventh Street to 70 feet north of the centerline of Tenth– west side only.

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

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

Gerald H. Fleshner., Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No.\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

City	/ 01	f Carr	oll	
627 N. Ac	lams Street	Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139
МЕМО ТО:	Aaron Koo	oiker, City Manager	L	
FROM:	Dan Hanna	asch, Fire Chief and Bu	uilding/Fire Safety (	Official
DATE:	April 4, 20	24		1
SUBJECT:	Amending	Chapter 156 – Sign Co	ode	

After review of the City's current sign code, it was determined that the A-2 and RB-1 Districts are not addressed within the sign code. Staff would like to add these districts to section 156.20, Signs in the A-1 District. The attached Ordinance adds the A-2 and RB-1 Districts to section 156.20.

**RECOMMENDATION:** Mayor and City Council consideration, introduction and first reading of the attached Ordinance.

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

# AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING THE TITLE TO SECTION 156.20, SIGNS IN THE A-1 DISTRICT.

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

Section 1. AMENDED SECTION TITLE. The Code of Ordinances of the City of Carroll, Iowa is amended by repealing the title of Section 156.20, Signs in the A-1 District, and replacing the title of 156.20, as follows:

156.20 SIGNS IN THE A-1, A-2 AND RB-1 DISTRICTS.

Subsections 1, 2 and 3 of Section 156.20 shall remain unchanged.

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 , 2024.

CITY COUNCIL OF THE CITY OF CARROLL

Gerald H. Fleshner, Mayor

Attest:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ on the \_\_\_\_\_, 2024.

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SUBJECT: Iowa Finance Authority Down Payment Assistance Program Grant
Resolution Providing Match Funds for the 2024 HOME Down Payment Assistance Program

Last April 2023, Region XII approached the City about applying for the Iowa Finance Authority's Down Payment Assistance Program Grant. At that time, the City approved a resolution to provide matching funds for six (6) projects, or up to \$22,500, to be funded from low-to-moderate tax increment financing funds (LMI TIF funds) the City started collecting in FY 24. The grant was not awarded to the City last year. Region XII is again asking to consider applying for the grant with same level of commitment.

The grant would provide up to \$24,999 to each eligible project for down payment assistance and rehabilitation and up to another \$12,501 for lead based paint mitigation, temporary relocation and technical fees. Each eligible project must meet income guidelines as outlined in the attached information.

Grant scoring guidelines are also attached. There are three (3) categories to receive points. For Categories 2 and 3, the City will receive the maximum points allowed: 5 points for Category 2 and 10 points for Category 3.

The recommendation from Region XII is to consider providing match funds at the same level as last year for six (6) projects, or \$22,500, from LMI TIF funds. The City plans to also contact some other businesses about contributing/supporting this project.

Rick Hunsaker, Region XII Executive Director, plans to attend the Council meeting.

**RECOMMENDATION**: Council discussion and approval a resolution providing match funds for the 2024 Iowa Finance Authority HOME Downpayment Assistance Program Grant.

#### RESOLUTION NO.

#### City of Carroll Resolution Providing Match Funds For the 2024 Down Payment Assistance Program

WHEREAS, the City of Carroll has recognized the need for owner-occupied rehabilitation in support of down payment assistance to provide first time homebuyers down payment assistance to purchase an existing affordable home and rehabilitation to make that home safe and decent thus stabilizing the older housing stock; AND

WHEREAS, Region XII Council of Governments, Inc. will submit an application to the Iowa Finance Authority for HOME Down Payment Assistance with Rehabilitation grant funds to initiate a down payment assistance program that includes rehabilitation in support of purchase program within the city limits of Carroll, Iowa; AND

WHEREAS, the City will commit to matching funds up to a maximum of six (6) projects for the down payment assistance and repairs needed to purchase homes and to bring the home up to the Iowa Minimum Rehabilitation Standards and to be lead safe as a grant to the recipients.

BE IT THEREFORE RESOLVED that the City Council of the City of Carroll, Iowa pledges to contribute \$3,750 for each project completed in our city.

PASSED AND APPROVED this 8th day of April, 2024.

Gerald H. Fleshner, Mayor

ATTEST:

# City of Carroll Down Payment Assistance Program up to \$24,999 in DPA & Rehab

If you are any of the following:

- A first time homebuyer or have not owned a home within the past 3 years,
- A Veteran,
- A Single Parent, or

-an individual who (1) is unmarried or legally separated from a spouse and (2) is pregnant or has one or more children for whom the individual has custody or joint custody.

## • A Displaced Homemaker

-an individual who is (a) an adult (b) has not worked full-time in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and (c) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment

And you meet the income guidelines listed below, you <u>may</u> be eligible for assistance purchasing a home within Carroll city limits. Both existing and new construction homes are eligible.

## Assistance will be in the form of a 5 or 10 year forgiveable loan.

Household Income Limits

Household Size	1	2	3	4	5	6	7	8
City of Carroll	\$ 49,800	\$ 56,900	\$ 64,000	\$ 71,100	\$ 76,800	\$ 82,500	\$ 88,200	\$ 93,900





Karla Janning, Housing Programs Coordinator 712-792-9914, kjanning@region12cog.org

For More Information Contact:



Ashley Owen, Housing Specialist 712-792-9914, aowen@region12cog.org

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#### HOME SCORING GUIDELINES

#### HOMEBUYER SUBRECIPIENT

#### Category 1 – Match (0, 3, 6 or 9 points)

Points will be awarded if the application lists match for the project and the IFA required form for Exhibit H-16 along with the required supporting documentation are provided. The total amount of funding designated as match (as approved by IFA) will be divided by the amount of total HOME funds requested.

1 - 4% eligible HOME Match	0 points
5 - 9% eligible HOME Match	3 points
10 - 14% eligible HOME Match	6 points
15% or more eligible HOME Match	9 points

#### <u>Category 2</u> – Project NOT Located in City/Cities that had Completed HOME Homebuyer Units from 10/1/2018 through 10/1/2023 (0 or 5 points)

Points will be awarded if the application shows the project is NOT located in a city/cities that had completed HOME Homebuyer units from 10/1/2018 through 10/1/2023 according to Appendix I.

#### <u>Category 3</u> – Capacity (0, 5 or 10 points)

Points will be awarded based on IFA's review of the capacity section of the application.

High Risk Determination	0 points
Medium Risk Determination	5 points
Low Risk Determination	10 points

#### Possible City Match Contribution Scenarios

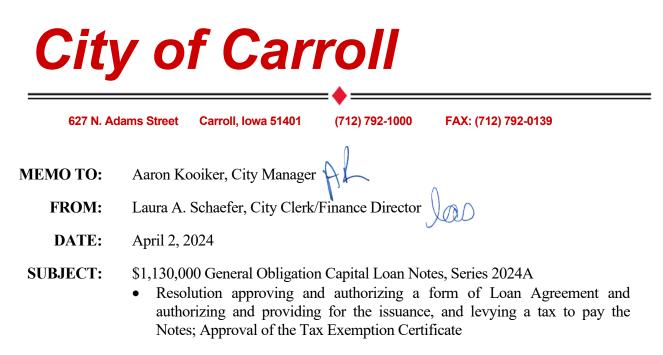
Percentage	Points	Total HOME Funds per Project	Proposed Match Contribution
10%	6 Points	\$37,500/project	\$3,750/project Match
15%	9 Points	\$37,500/project	\$5,625/project Match

Percentage	Points	Total HOME Funds per Project	Proposed Match Contribution
10%	6 Points	\$34,500/project	\$3,450/project Match
15%	9 Points	\$34,500/project	\$5,175/project Match

\*\*Lower Lead Hazard Reduction from \$7,001 to \$5,001

#### 2024 HOME Round

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At the March 25, 2024 Council meeting, Council approved a resolution directing the acceptance of a proposal from Iowa Savings Bank to purchase \$1,130,000 General Obligation Capital Loan Notes, Series 2024A.

The next step in this debt issuance process is the approval of the enclosed resolution that authorizes the form of loan agreement. Enclosed with the resolution is the loan agreement itself and the Tax Exemption Certificate.

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

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

**RECOMMENDATION:** Council consideration and approval of the Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$1,130,000 General Obligation Capital Loan Notes, Series 2024A, and levying a tax to pay said Notes; Approval of the Tax Exemption Certificate.

#### ITEMS TO INCLUDE ON AGENDA FOR APRIL 8, 2024

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

\$1,130,000 General Obligation Capital Loan Notes, Series 2024A

• Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

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

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 N. Adams Street, Carroll, Iowa, 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 APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,130,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION 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 APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,130,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

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

WHEREAS, the Issuer is in need of funds to pay costs of the acquisition, construction, reconstruction, improvement, enlargement, extension and equipping of a Recreation Center, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the fire department, including the acquisition of a fire rescue vehicle, essential corporate purpose(s), and it is deemed

necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$650,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,130,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal previously accepted by the City.

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

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

• "Issuer" and "City" shall mean the City of Carroll, State of Iowa.

• "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

• "Note Fund" shall mean the fund created in Section 3 of this Resolution.

• "Notes" shall mean \$1,130,000 General Obligation Capital Loan Notes, Series 2024A, authorized to be issued by this Resolution.

• "Paying Agent" shall mean the City Clerk/Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

• "Project" shall mean the costs of equipping the fire department, including the acquisition of a fire rescue vehicle; and the acquisition, 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 Notes.

• "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

• "Registrar" shall mean the City Clerk/Treasurer of Carroll, 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 Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

• "Resolution" shall mean this resolution authorizing the Notes.

• "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

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

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

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

	FISCAL YEAR (JULY 1 TO JUNE 30)
AMOUNT	YEAR OF COLLECTION
\$533,383.72*	2024/2025
\$629,400.00	2025/2026

\*A levy in the amount of \$532,859 has been included in the budget previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2024/2025, along with available cash on hand.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2024 will be collected during the fiscal year commencing July 1, 2025.)

b) <u>Resolution to be Filed With County Auditor</u>. A certified copy of this Resolution shall be filed with the Auditor of Carroll County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever. c) <u>Additional City Funds Available</u>. 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. <u>Note Fund.</u> Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2024A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. <u>Application of Note Proceeds</u>. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes 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. <u>Investment of Note Fund Proceeds</u>. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 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, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

## Section 6. Note Details, Execution and Redemption.

a) <u>Note Details</u>. General Obligation Capital Loan Notes of the City in the amount of \$1,130,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2024A", be dated May 9, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2024, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal	Interest	Final Maturity
Amount	Rate	June 1st
\$1,130,000	4.900%	2025*

\*Term Note

b) <u>Redemption</u>.

i. <u>Optional Redemption</u>. The Note is not subject to optional redemption prior to maturity by the Issuer.

ii. <u>Mandatory Payment and Redemption of Term Notes</u>. All Term Notes 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 Note #1

Principal	Interest	Maturity
Amount	Rate	June 1st
\$530,000	4.900%	2024
\$600,000	4.900%	2025*

\*Final Maturity

Section 7. <u>Registration of Notes</u>; <u>Appointment of Registrar</u>; <u>Transfer</u>; <u>Ownership</u>; <u>Delivery</u>; and <u>Cancellation</u>.

a) <u>Registration</u>. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The City Clerk/Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as

provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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

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

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

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

f) <u>Non-Presentment of Notes</u>. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted

exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

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

Section 8. <u>Reissuance of Mutilated, Destroyed, Stolen or Lost Notes</u>. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. <u>Record Date</u>. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. <u>Execution, Authentication and Delivery of the Notes.</u> Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. <u>Right to Name Substitute Paying Agent or Registrar</u>. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

## "STATE OF IOWA" "COUNTY OF CARROLL" "CITY OF CARROLL" "GENERAL OBLIGATION CAPITAL LOAN NOTE" "SERIES 2024A" CORPORATE PURPOSE

Rate:
Maturity:
Note Date: May 9, 2024
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,

(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, in accordance with the debt service schedule attached hereto as Exhibit A, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2024, and semiannually thereafter on the 1st day of June and December in each year.

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

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of equipping the fire department, including the acquisition of a fire rescue vehicle, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Note is not subject to optional redemption prior to maturity.

The Note maturing on June 1, 2025 is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.90% per annum at a price 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:

Principal	Maturity
Amount	June 1st
\$530,000	2024
\$600,000	2025*

\*Final Maturity

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

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

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

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk/Treasurer, 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, the City Clerk/Treasurer, Carroll, Iowa.

Date of authentication:

This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk/Treasurer.

# CITY CLERK/TREASURER, Registrar

Authorized Sig Registrar and Transfer Agent: Paying Agent: SEE REVERSE FOR CERTAIN D (Seal) (Signature Block)	City Clerk/Treasurer City Clerk/Treasurer
Paying Agent: SEE REVERSE FOR CERTAIN D (Seal)	City Clerk/Treasurer
(Seal)	DEFINITIONS
(Signature Dioek)	
CITY OF CARROLL, STATE OF	IOWA
By: <u>(manual or facsin</u> Mayor	nile signature)
ATTEST:	
By: <u>(manual or facsin</u> City Clerk/Treasurer	nile signature)
(Information Required for Registra	ation)
ASSIGNMENT	
For value received, the undersigned hereby sells, assigns a	
(Social Security or Tax Identifica Note and does hereby irrevocably constitute and appoint	tion No) the

with full power of substitution in the premises.

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

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

SIGNATURE ) GUARANTEED)

## IMPORTANT - READ CAREFULLY

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

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

(State)

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

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk/Treasurer. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing

documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. <u>Contract Between Issuer and Purchaser</u>. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. <u>Non-Arbitrage Covenants</u>. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

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

Section 16. <u>Approval of Tax Exemption Certificate</u>. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. <u>Additional Covenants, Representations and Warranties of the Issuer</u>. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. <u>Amendment of Resolution to Maintain Tax Exemption</u>. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. <u>Qualified Tax-Exempt Obligations</u>. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal

Revenue Code of the United States, the Issuer hereby designates the Notes as qualified taxexempt 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 20. <u>Repeal of Conflicting Resolutions or Ordinances</u>. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. <u>Severability Clause</u>. 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 8<sup>th</sup> day of April, 2024.

Mayor

ATTEST:

City Clerk

#### CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF CARROLL	)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Clerk, City of Carroll, State of Iowa

(SEAL)

# LOAN AGREEMENT

This Loan Agreement is entered into as of the 9<sup>th</sup> day of May, 2024, by and between the City of Carroll, State of Iowa (the "City") acting through its City Council (the "Council") and Iowa Savings Bank of Carroll, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,130,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2024A, in the aggregate principal amount of \$1,130,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of equipping the fire department, including the acquisition of a fire rescue vehicle; and the acquisition, construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2024.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated May 9, 2024, shall bear interest payable June 1, 2024, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the City, the Notes or the Project is being prepared or authorized by the City in connection with the issuance of the Notes and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the City, the Project and the Notes and the security therefore.

(b) The Lender is acquiring the Notes for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Notes or to resell or otherwise dispose of all or any portion of the Notes.

(c) The Lender understands that the Notes (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Notes or make any change in registration of any of the Notes without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The City may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the City determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

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

CITY OF CARROLL, STATE OF IOWA (City)

ATTEST:

By: <u>City Clerk</u>

(SEAL)

# IOWA SAVINGS BANK (Lender)

By: \_\_\_\_\_\_(Signature)

(Name)

(Title)

02327995\10275-082

# TAX EXEMPTION CERTIFICATE

of

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

\$1,130,000 General Obligation Capital Loan Notes, Series 2024A

This instrument was prepared by:

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

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## TAX EXEMPTION CERTIFICATE

## CITY OF CARROLL, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on May 9, 2024, 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 \$1,130,000 General Obligation Capital Loan Notes, Series 2024A (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 \$1,130,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2024A, of the Issuer issued in registered form pursuant to the Resolution.

• "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

• "Bond Purchase Agreement" means the Loan Agreement as the binding contract in writing for the sale of the Bonds.

• "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

• "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

• "Certificate" means this Tax Exemption Certificate.

• "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

• "Closing Date" means the date of Closing.

• "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

• "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

• "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

• "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

• "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

• "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-l(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-l(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$1,130,000, 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 \$56,500.

• "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-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

• "Project" means equipping the fire department, including the acquisition of a fire rescue vehicle; and the acquisition, 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 Notes.

• "Purchasers" means Iowa Savings Bank of Carroll, Iowa, 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 April 8, 2024, 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 Bond Purchase Agreement.

# ARTICLE II

## SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 <u>Authority to Certify and Expectations</u>

(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.

(1) 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 <u>Receipts and Expenditures of Sale Proceeds</u>

Sale Proceeds received at Closing are expected to be deposited and expended as follows:

(a) \$30,0000 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) \$1,100,000 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 <u>Purpose of Bonds</u>

The Issuer is issuing the Bonds to pay the costs of equipping the fire department, including the acquisition of a fire rescue vehicle; and the acquisition, 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.

## 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) <u>Time Test.</u> 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) <u>Expenditure Test.</u> 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) <u>Due Diligence Test.</u> 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 <u>Resolution Funds at Restricted or Unrestricted Yield</u>

(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 4.900 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 <u>Reimbursement Bonds</u>

(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 <u>Rebate Fund</u>

(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 5%. 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 <u>Rebate Requirements and the Bond Fund</u>

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 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 <u>Market Price Requirement</u>

(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 the Reserve Fund, 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.

(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 <u>Records</u>

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

Section 4.6 <u>Investments to be Legal</u>

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 taxexempt 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 <u>Amendments</u>

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:

\$1,130,000 General Obligation Capital Loan Notes, Series 2024A

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

\$8,500,000 (estimate) General Obligation Capital Loan Notes, Series 2024B

(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.

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

(SEAL)

#### EXHIBIT "A"

# CARROLL, IOWA - \$1,130,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A

#### **CERTIFICATE OF THE PURCHASER**

The undersigned, on behalf of Iowa Savings Bank, of Carroll, Iowa (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. **Purchase of the Bonds**. On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$1,130,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

#### 2. **Defined Terms**.

a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. 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.

b) Underwriter means (i) 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 the 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.

Iowa Savings Bank, of Carroll, Iowa, as Purchaser

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

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

Dated: May 9, 2024 02327953\10275-082

ity o	of Carr	oll	
627 N. Adams Str	eet Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139
MEMO TO: FROM:	Aaron Kooiker, City Ma Laura A. Schaefer, City	nager AA Clerk/Finance Dir	ector Jac
DATE:	April 3, 2024		
SUBJECT:	FY 2024/2025 Budget 1. Public Hearing 2. Resolution Adop	oting the FY 2025	Annual Budget

Attached is a resolution adopting the FY 2024/2025 Budget. A public hearing needs to be held before adoption of the resolution.

The proposed budget notice of public hearing was published in the Carroll Times Herald on Friday, March 29, 2024, which is within the requirements of State of Iowa Code. A copy of the detailed budget that will be filed with the State of Iowa is also attached for your review.

If you have any questions, please stop by the office or call.

**RECOMMENDATION:** At the close of the public hearing, Council approval of the Resolution Adopting the Annual Budget for the Fiscal Year Ending June 30, 2025.

## **RESOLUTION NO.**

A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

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

- 1. That the Certification of Taxes with a total tax rate of 12.16046 for FY 2024/2025 be approved.
- 2. That the Budget Estimate that was published on March 29, 2024 be approved as published.
- 3. That the detailed budget showing estimated revenues and expenditures by program which support the Certification of Taxes and Budget Estimate be approved.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are directed to certify this Resolution, make all filings as required by law and set up the City's books in accordance with the summary and details as adopted.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, this 8th day of April, 2024.

## CITY COUNCIL OF THE CITY OF CARROLL, IOWA

By\_\_\_\_\_ Gerald H. Fleshner, Mayor

ATTEST:

By: \_

Laura A. Schaefer, City Clerk

Local Government Property Valuation System

#### FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025

## ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

#### The City of: CARROLL County Name: CARROLL COUNTY Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as

summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

	With Gas & Electric		Without Gas & Electric	
2a	519,573,902	2b	510,857,590	City Number: 14-116
3a	568,065,184	3b	559,348,872	Last Official Census: 10,321
4a	778,203			
	3a	2a         519,573,902           3a         568,065,184	2a         519,573,902         2b           3a         568,065,184         3b	2a         519,573,902         2b         510,857,590           3a         568,065,184         3b         559,348,872

#### **Consolidated General Fund Levy Calculation**

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.10000	4,112,140	507,671,594	2.34
	Limitation Percentage			
	0			
	CGFL Max Rate	CGFL Max Dollars	<b>Revenue Growth %</b>	
Max Allowed CGFL for FY 2025	8.10000	4,208,549	2.34	

#### TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.10000	Consolidated General Fund			5	4,208,549	4,137,946	43	8.10000
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	281,450	276,726	52	0.54169
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	4,489,999	4,414,672		
384.1	3.00375	Ag Land			26	2,338	2,338	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	4,492,337	4,417,010		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29	250,000	245,804		0.48116
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	450,000	442,449		0.86609
Rules	Amt Nec	Other Employee Benefits			31	400,850	394,127		0.77150
		Subtotal Employee Benefit Levy (29,30,31)			32	1,100,850	1,082,380	65	2.11875
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	(	) (B)	0	34		0	66	0.00000
	SSMID 2 (A)	(	) (B)	0	35		0	67	0.00000
	SSMID 3 (A)	(	) (B)	0	36		0	68	0.00000
	SSMID 4 (A)		) (B)	0	37		0	69	0.00000
	SSMID 5 (A)		) (B)	0	555		0	565	0.00000
	SSMID 6 (A)		) (B)	0	556		0	566	0.00000
	SSMID 7 (A)		) (B)	0			0	1179	0.00000
	SSMID 8 (A)		) (B)	0			0	1187	0.00000
		Total Special Revenue Levies			39	1,100,850	1,082,380		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	795,300	783,100	70	1.40002
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	6,388,487	6,282,490	72	12.16046

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

#### Local Government Property Valuation System

#### CITY NAME: CARROLL

#### AME: NOTICE OF PUBLIC HEARING - CITY OF CARROLL - PROPOSED PROPERTY TAX LEVY OLL Fiscal Year July 1, 2024 - June 30, 2025

#### The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows: Meeting Date: 3/25/2024 Meeting Time: 05:00 PM Meeting Location: Council Chambers, City Hall, 627 N Adams Street At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available) www.cityofcarroll.com			City Telephone Numbe (712) 792-1000
Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	498,832,647	510,857,590	510,857,590
Consolidated General Fund	4,040,544	4,040,544	4,137,946
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	270,213	270,213	276,726
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	225,996	225,996	245,804
FICA & IPERS (If at General Fund Limit)	393,035	393,035	442,449
Other Employee Benefits	437,870	437,870	394,127
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	549,973,939	559,348,872	559,348,872
Debt Service	774,363	774,363	783,100
CITY REGULAR TOTAL PROPERTY TAX	6,142,021	6,142,021	6,280,152
CITY REGULAR TAX RATE	12.16844	11.89154	12.16046
Taxable Value for City Ag Land	722,440	778,203	778,203
Ag Land	2,171	2,171	2,338
CITY AG LAND TAX RATE	3.00375	2.78976	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	665	564	-15.19
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	665	564	-15.19

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

#### Reasons for tax increase if proposed exceeds the current:

To cover an increase in property and liability insurance expenses and an increase in employee benefit expenses

				City Name: C Fiscal Year July 1, 202		5				
		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023										
Beginning Fund Balance July 1	1	5,014,912	4,852,316	66,634	96,960	4,798,726	662,088	15,491,636	10,128,376	25,620,012
Actual Revenues Except Beg Balance	2	8,583,009	5,564,279	1,111,256	1,777,293	8,844,518	32,263	25,912,618	6,906,072	32,818,690
Actual Expenditures Except End Balance	3	8,774,717	4,562,830	1,065,396	1,776,617	4,999,881	0	21,179,441	6,241,435	27,420,876
Ending Fund Balance June 30	4	4,823,204	5,853,765	112,494	97,636	8,643,363	694,351	20,224,813	10,793,013	31,017,826
Re-Estimated FY 2024										
Beginning Fund Balance	5	4,823,204	5,853,765	112,494	97,636	8,643,363	694,351	20,224,813	10,793,013	31,017,826
Re-Est Revenues	6	8,827,169	4,810,076	1,253,567	1,707,688	6,944,440	42,000	23,584,940	6,817,915	30,402,855
Re-Est Expenditures	7	10,061,276	5,656,880	1,136,932	1,685,786	11,058,152	0	29,599,026	7,986,652	37,585,678
Ending Fund Balance	8	3,589,097	5,006,961	229,129	119,538	4,529,651	736,351	14,210,727	9,624,276	23,835,003
Budget FY 2025										
Beginning Fund Balance	9	3,589,097	5,006,961	229,129	119,538	4,529,651	736,351	14,210,727	9,624,276	23,835,003
Revenues	10	8,742,228	4,844,463	1,188,783	1,473,158	5,599,833	42,000	21,890,465	10,075,540	31,966,005
Expenditures	11	9,600,465	3,991,398	1,244,279	1,472,563	8,594,253	0	24,902,958	11,324,172	36,227,130
Ending Fund Balance	12	2,730,860	5,860,026	173,633	120,133	1,535,231	778,351	11,198,234	8,375,644	19,573,878

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#### City Name: CARROLL Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	<b>Request with Utility Replacement</b>	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	0	0

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#### **RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1**

## City Name: CARROLL Fiscal Year July 1, 2023 - June 30, 2024

				uly 1, 2023 - June 3						
GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										1
Police Department/Crime Prevention	1	2,103,317	25,215						2,128,532	1,790,29
ail	2								0	,
Emergency Management	3								0	
Flood Control	4								0	
Fire Department	5	197,277							197,277	168,08
Ambulance	6								0	
Building Inspections	7	226,420							226,420	218,11
Miscellaneous Protective Services	8	150,000							150,000	220,65
Animal Control	9								0	
Other Public Safety	10	7,300							7,300	2,17
ГОТАL (lines 1 - 10)	11	2,684,314	25,215				0		2,709,529	2,399,33
PUBLIC WORKS										1
Roads, Bridges, & Sidewalks	12	27,025	1,142,638						1,169,663	712,60
Parking - Meter and Off-Street	13								0	,
Street Lighting	14	176,000							176,000	176,02
Fraffic Control and Safety	15								0	35
Snow Removal	16		144,545						144,545	116,22
Highway Engineering	17								0	,
Street Cleaning	18		25,760						25,760	19,29
Airport (if not Enterprise)	19	254,600							254,600	186,01
Garbage (if not Enterprise)	20	754,455							754,455	719,54
Other Public Works	21	264,230	163,254						427,484	408,95
ГОТАL (lines 12 - 21)	22	1,476,310	1,476,197				0		2,952,507	2,339,01
HEALTH & SOCIAL SERVICES										1
Welfare Assistance	23								0	,
City Hospital	24								0	(
Payments to Private Hospitals	25								0	,
Health Regulation and Inspection	26								0	(
Water, Air, and Mosquito Control	27								0	(
Community Mental Health	28								0	(
Other Health and Social Services	29	87,240							87,240	69,39
FOTAL (lines 23 - 29)	30	87,240	0				0		87,240	69,39
CULTURE & RECREATION										
Library Services	31	605,538	10,000						615,538	550,26
Auseum, Band and Theater	32	267,587	, 0		1		1		267,587	11,52
Parks	33	981,550	100,700		1		1		1,082,250	706,43
Recreation	34	1,937,978	161,275		1		1		2,099,253	1,682,00
Cemetery	35	308,094	- ,		1		1		308,094	144,45
Community Center, Zoo, & Marina	36	-,			1		1		0	
Other Culture and Recreation	37	1,000							1.000	2,22
TOTAL (lines 31 - 37)	38	4,101,747	271,975				0		4,373,722	3,096,90

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#### **RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2**

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										·
Community Beautification	39								0	0
Economic Development	40	82,400							82,400	132,400
Housing and Urban Renewal	41	8,000	420,000						428,000	42,147
Planning & Zoning	42	3,000	,						3,000	2,181
Other Com & Econ Development	43	72,000	6,700						78,700	186,698
TIF Rebates	44		,	91,159					91,159	18,520
TOTAL (lines 39 - 44)	45	165,400	426,700	91,159			0		683,259	381,946
GENERAL GOVERNMENT				-						
Mayor, Council, & City Manager	46	30,747							30,747	33,400
Clerk, Treasurer, & Finance Adm.	47	632,058							632,058	586,939
Elections	48	3,500							3,500	000,757
Legal Services & City Attorney	49	50,633							50,633	44,665
City Hall & General Buildings	50	115,998							115,998	104,956
Fort Liability	51	481,346							481,346	406,820
Other General Government	52	63,850							63,850	50,409
TOTAL (lines 46 - 52)	52	1,378,132	0	0			0		1,378,132	1,227,189
	_	1,370,132	0	0	1 (05 70)		0			
DEBT SERVICE	54				1,685,786	0.016.700			1,685,786	1,776,617
Gov Capital Projects	55					8,316,700		-	8,316,700	4,985,396
TIF Capital Projects	56		0	0		1,570,726			1,570,726	14,485
TOTAL CAPITAL PROJECTS	57	0	0	0		9,887,426	0		9,887,426	4,999,881
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	9,893,143	2,200,087	91,159	1,685,786	9,887,426	0		23,757,601	16,290,285
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							1,292,166	1,292,166	1,126,700
Sewer Utility	60							1,006,513	1,006,513	948,856
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64								0	0
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68							11,890	11,890	6,753
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0
Enterprise DEBT SERVICE	70							727,400	727,400	719,960
Enterprise CAPITAL PROJECTS	71							1,321,345	1,321,345	710,966
Enterprise TIF CAPITAL PROJECTS	72								0	0
FOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73							4,359,314	4,359,314	3,513,235
TOTAL ALL EXPENDITURES (lines 58+73)	74	9,893,143	2,200,087	91,159	1,685,786	9,887,426	0	4,359,314	28,116,915	19,803,520
Regular Transfers Out	75		3,456,793	-				2,627,338	6,252,264	5,570,480
Internal TIF Loan Transfers Out	76			1,045,773		1,170,726		1,000,000	3,216,499	2,046,876
Total ALL Transfers Out	77	168,133	3,456,793	1,045,773	0	1,170,726	0	3,627,338	9,468,763	7,617,356
Fotal Expenditures and Other Fin Uses (lines 74+77)	78		5,656,880	1,136,932	1,685,786	11,058,152		7,986,652		27,420,876
Ending Fund Balance June 30	79		5,006,961	229,129	119,538	4,529,651		9,624,276		31,017,826
			2,000,001	227,127	,	.,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7,021,210	25,000,000	

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<b>REVENUES &amp; OTHER FINANCING SOURCES</b>		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
axes Levied on Property	1	4,389,311	1,075,627		786,809				6,251,747	6,332,819
ess: Uncollected Property Taxes - Levy Year	2								0	(
et Current Property Taxes (line 1 minus line 2)	3	4,389,311	1,075,627		786,809	0			6,251,747	6,332,819
elinquent Property Taxes	4								0	(
IF Revenues	5			1,248,357					1,248,357	1,108,63
ther City Taxes:										
tility Tax Replacement Excise Taxes	6								0	
tility francise tax (Iowa Code Chapter 364.2)	7	208,500							208,500	214,16
arimutuel wager tax	8								0	
aming wager tax	9								0	
lobile Home Taxes	10								0	
otel/Motel Taxes	11	240,000							240,000	242,60
ther Local Option Taxes	12		2,100,000						2,100,000	2,162,62
Subtotal - Other City Taxes (lines 6 thru 12)	13	448,500	2,100,000		0	0			2,548,500	2,619,39
icenses & Permits	14	96,900	Ì		Ī				96,900	84,71
se of Money & Property	15	205,675	43,134	5,210	Ī	102,502	22,000	272,400	650,921	629,50
tergovernmental:										
ederal Grants & Reimbursements	16	800				860,579			861,379	769,67
oad Use Taxes	17		1,362,372		I				1,362,372	1,420,28
ther State Grants & Reimbursements	18	269,435	67,647		43,325				380,407	185,75
ocal Grants & Reimbursements	19	79,577			- /				79,577	79,77
Subtotal - Intergovernmental (lines 16 thru 19)	20	349,812	1,430,019	0	43,325	860,579		0	2,683,735	2,455,48
harges for Fees & Service:		/-	, ,		- ,	)			,,	, , .
/ater Utility	21							1,583,100	1,583,100	1,514,17
ewer Utility	22							2,187,000	2,187,000	2,110,83
lectric Utility	23							_,,	0	_,,
as Utility	24								0	
arking	25								0	
irport	26								0	
andfill/Garbage	27	624,000							624,000	599,10
ospital	28	021,000							02 1,000	577,10
ransit	29	20,000							20,000	9,87
able TV, Internet & Telephone	30	20,000							20,000	,,,,,
ousing Authority	31								0	
torm Water Utility	32							266,890	266,890	269,96
ther Fees & Charges for Service	33	1,123,970	5,000					200,890	1,128,970	1,249,91
Subtotal - Charges for Service (lines 21 thru 33)	34	1,767,970	5,000		0	0	0	4,036,990	5,809,960	5,753,85
becial Assessments	35	1,707,970	5,000		0	0	0	-,050,990	5,009,900	5,755,65
liscellaneous	35	361,157	4,640			45,000	20,000	77,400	508,197	420,66
ther Financing Sources:							20,000			,
egular Operating Transfers In	37	1,118,374	151,656		875,601	2,665,633		1,441,000	6,252,264	5,570,48
ternal TIF Loan Transfers In	38	53,695			1,953	2,170,726		990,125	3,216,499	2,046,87
ubtotal ALL Operating Transfers In	39		151,656	0	877,554	4,836,359	0	2,431,125	9,468,763	7,617,35
roceeds of Debt (Excluding TIF Internal Borrowing)	40	, ,	- ,*			1,100,000		, - ,	1,100,000	5,796,25
roceeds of Capital Asset Sales	41	35,775				,,			35,775	,,
Subtotal-Other Financing Sources (lines 36 thru 38)	42		151,656	0	877,554	5,936,359	0	2,431,125	10,604,538	13,413,61
tal Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 3, 34, 35, & 39)	43		4,810,076	1,253,567	1,707,688	6,944,440	42,000	6,817,915	30,402,855	32,818,69
eginning Fund Balance July 1	44	4,823,204	5,853,765	112,494	97,636	8,643,363	694,351	10,793,013	31,017,826	25,620,01
cginning rund Dalance July 1	45		10,663,841	1,366,061	1,805,324	15,587,803	736,351	17,610,928	61,420,681	58,438,70

City Name: CARROLL

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## City Name: CARROLL Fiscal Year July 1, 2024 - June 30, 2025

				City Name: Fiscal Year July 1,	CARROLL 2024 - June 30,	2025					
GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE- ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY											
Police Department/Crime Prevention	1	2,157,186	62,000						2,219,186	2,128,532	1,790,298
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	216,707							216,707	197,277	168,088
Ambulance	6								0	0	0
Building Inspections	7	237,759							237,759	226,420	218,113
Miscellaneous Protective Services	8	150,000							150,000	150,000	220,656
Animal Control	9								0	0	0
Other Public Safety	10	4,300							4,300	7,300	2,175
TOTAL (lines 1 - 10)	11	2,765,952	62,000				0		2,827,952	2,709,529	2,399,330
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	24,025	1,130,820						1,154,845	1,169,663	712,602
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	176,000							176,000	176,000	176,022
Fraffic Control and Safety	15								0	0	359
Snow Removal	16		144,545						144,545	144,545	116,224
Highway Engineering	17								0	0	
Street Cleaning	18		25,760						25,760	25,760	19,291
Airport	19								247,500	254,600	186,015
Garbage (if not Enterprise)	20	754,455							754,455	754,455	719,549
Other Public Works	21	255,430	176,619						432,049	427,484	408,956
TOTAL (lines 12 - 21)	22	1,457,410	1,477,744				0		2,935,154	2,952,507	2,339,018
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	-
City Hospital	24								0	0	0
Payments to Private Hospitals	25				ļ				0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27				ļ				0	0	0
Community Mental Health	28				1				0	0	0
Other Health and Social Services	29	87,240			1				87,240	87,240	69,397
TOTAL (lines 23 - 29)	30	87,240	0		ļ		0		87,240	87,240	69,397
CULTURE & RECREATION					ļ						
Library Services	31	624,149	12,000						636,149	615,538	550,262
Museum, Band and Theater	32				ļ				17,843	267,587	11,520
Parks	33	704,566	116,500						821,066	1,082,250	706,438
Recreation	34	, ,							1,968,947	2,099,253	1,682,008
Cemetery	35	161,019							161,019	308,094	144,454
Community Center, Zoo, & Marina	36				ļ				0	0	2
Other Culture and Recreation	37	2,000			ļ				2,000	1,000	2,225
TOTAL (lines 31 - 37)	38	3,478,524	128,500				0		3,607,024	4,373,722	3,096,907

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## City Name: CARROLL Fiscal Year July 1, 2024 - June 30, 2025

			riscar	Year July 1, 2024 -	June 30, 202.	,					
<b>GOVERNMENT ACTIVITIES</b>		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE- ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39								0	0	
Economic Development	40	82,400							82,400	82,400	132,40
Iousing and Urban Renewal	41	3,500	170,000						173,500	428,000	42,14
lanning & Zoning	42	1,000							1,000	3,000	2,18
Other Com & Econ Development	43	77,000	4,200						81,200	78,700	186,69
TF Rebates	44			99,259					99,259	91,159	18,52
TOTAL (lines 39 - 44)	45	163,900	174,200	99,259			0		437,359	683,259	381,94
GENERAL GOVERNMENT											
Jayor, Council, & City Manager	46	32,247							32,247	30,747	33,40
Clerk, Treasurer, & Finance Adm.	47	630,962							630,962	632,058	586,93
Elections	48	-							030,902	3,500	200,75
egal Services & City Attorney	49								58,539	50,633	44,66
City Hall & General Buildings	50	122,259							122,259	115,998	104,95
ort Liability	51	576,432							576,432	481,346	406,82
Dther General Government	52	62,500							62,500	63,850	50,40
TOTAL (lines 46 - 52)	53		0	0			0		1,482,939	1,378,132	1,227,18
DEBT SERVICE	54	1,102,939	0		1,472,563				1,472,563	1,685,786	1,776,61
Gov Capital Projects	55				1,472,303	3,749,253			3,749,253	8,316,700	4,985,39
	56					4,845,000			4,845,000	1,570,726	4,985,39
TIF Capital Projects TOTAL CAPITAL PROJECTS	57	0	0	0		4,843,000	0		4,843,000	9,887,426	4,999,88
			0	0		8,394,233	0		8,394,233	9,887,420	4,999,88
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	9,435,965	1,842,444	99,259	1,472,563	8,594,253	0		21,444,484	23,757,601	16,290,28
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Vater Utility	59							1,612,454	1,612,454	1,292,166	1,126,70
Sewer Utility	60							1,023,070	1,023,070	1,006,513	948,85
Electric Utility	61								0	0	
Gas Utility	62								0	0	
Airport	63								0	0	
.andfill/Garbage	64								0	0	
Fransit	65								0	0	
Cable TV, Internet & Telephone	66								0	0	
Housing Authority	67								0	0	
torm Water Utility	68							6,890	6,890	11,890	6,75
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0	
Interprise DEBT SERVICE	70							735,420	735,420	727,400	719,96
nterprise CAPITAL PROJECTS	71							5,205,000	5,205,000	1,321,345	710,96
Enterprise TIF CAPITAL PROJECTS	72								0	0	
TOTAL Business Type Expenditures (lines 59 - 72)	73							8,582,834	8,582,834	4,359,314	3,513,23
OTAL ALL EXPENDITURES (lines 58 + 73)	74	9,435,965	1,842,444	99,259	1,472,563	8,594,253	0	8,582,834	30,027,318	28,116,915	19,803,52
egular Transfers Out	75	164,500	2,148,954					2,741,338	5,054,792	6,252,264	5,570,48
nternal TIF Loan / Repayment Transfers Out	76			1,145,020					1,145,020	3,216,499	2,046,87
Total ALL Transfers Out	77	164,500	2,148,954	1,145,020	0	0	0	2,741,338	6,199,812	9,468,763	7,617,35
<b>Cotal Expenditures &amp; Fund Transfers Out (lines 74+77)</b>	78		3,991,398	1,244,279	1,472,563	8,594,253	0	11,324,172	36,227,130	37,585,678	27,420,87
Inding Fund Balance June 30	79		5,860,026	173,633	120,133	1,535,231	778,351	8,375,644	19,573,878	23,835,003	31,017,82

		г		ar July 1, 2024 - Jun		CADITAL	T	r	DUDGET		ACTIVA
		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										-	
Taxes Levied on Property	1	4,417,010	1,082,380		783,100	0			6,282,490	6,251,747	6,332,8
Less: Uncollected Property Taxes - Levy Year	2								0	0	
Net Current Property Taxes (line 1 minus line 2)	3	4,417,010	1,082,380		783,100	0			6,282,490	6,251,747	6,332,8
Delinquent Property Taxes	4								0	0	
TIF Revenues	5			1,183,723					1,183,723	1,248,357	1,108,6
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	75,327	18,470		12,200	0			105,997	0	
Utility francise tax (Iowa Code Chapter 364.2)	7	208,500	,						208,500	208,500	214,
Parimutuel wager tax	8								0	0	
Gaming wager tax	9								0	0	
Mobile Home Taxes	10								0	0	
Hotel/Motel Taxes	11								240,000	240,000	242,
Other Local Option Taxes	12		2,100,000						2,100,000	2,100,000	2,162,
Subtotal - Other City Taxes (lines 6 thru 12)	13	523,827	2,118,470		12,200	0	1		2,654,497	2,548,500	2,619,
Licenses & Permits	14	98,450	2,110,770		12,200	0			98,450	96,900	2,019,
Use of Money & Property	14	-	23,100	5,060		22,000	22,000	213,900	441,735	650,921	629,
	15	155,075	25,100	5,000		22,000	22,000	215,500	41,755	050,721	027,
Intergovernmental: Federal Grants & Reimbursements	16	800				223,333	<u> </u>		224,133	861,379	769.
Road Use Taxes	10		1,372,693			223,333	ł	+	1,372,693	1,362,372	1,420
	-	-			16 775	240.000		-			· · · ·
Other State Grants & Reimbursements	18	· · · ·	73,373		46,775	240,000			636,885	380,407	185,
Local Grants & Reimbursements	19 20	,	1 446 066	0	16 775	50,000		0	129,577	79,577	79
Subtotal - Intergovernmental (lines 16 thru 19)	20	357,114	1,446,066	0	46,775	513,333		0	2,363,288	2,683,735	2,455,
Charges for Fees & Service:	_										<b> </b>
Water Utility	21							1,583,100	1,583,100	1,583,100	1,514,
Sewer Utility	22							2,187,000	2,187,000	2,187,000	2,110,
Electric Utility	23								0	0	
Gas Utility	24								0	0	I
Parking	25								0	0	I
Airport	26								0	0	I
Landfill/Garbage	27								624,000	624,000	599
Hospital	28								0	0	L
Transit	29	,							20,000	20,000	9
Cable TV, Internet & Telephone	30								0	0	
Housing Authority	31								0	0	
Storm Water Utility	32							266,890	266,890	266,890	269
Other Fees & Charges for Service	33		5,000						1,203,970	1,128,970	1,249
Subtotal - Charges for Service (lines 21 thru 33)	34	, ,	5,000		0	0	0	4,036,990	5,884,960	5,809,960	5,753
Special Assessments	35								0	0	L
Miscellaneous	36	207,800	2,850			305,000	20,000	76,400	612,050	508,197	420
Other Financing Sources:											L
Regular Operating Transfers In	37	, - ,	166,597		629,313	514,500		2,610,000	5,054,792	6,252,264	5,570
Internal TIF Loan Transfers In	38	,			1,770			1,138,250		3,216,499	2,046
Subtotal ALL Operating Transfers In	39		166,597	0	631,083	514,500		, ,	6,199,812	9,468,763	7,617
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					4,245,000		2,000,000	6,245,000	1,100,000	5,796
Proceeds of Capital Asset Sales	41								0	35,775	<u> </u>
Subtotal-Other Financing Sources (lines 38 thru 40)	42	1,139,382	166,597	0	631,083	4,759,500	0	5,748,250	12,444,812	10,604,538	13,413
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	8,742,228	4,844,463	1,188,783	1,473,158	5,599,833	42,000	10,075,540	31,966,005	30,402,855	32,818
Beginning Fund Balance July 1	44	3,589,097	5,006,961	229,129	119,538	4,529,651	736,351	9,624,276	23,835,003	31,017,826	25,620
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45		9,851,424	1,417,912	1,592,696	10,129,484			55,801,008	61,420,681	58,438
e 87								· · · · ·			

City Name: CARROLL

## City Name: CARROLL Fiscal Year July 1, 2024 - June 30, 2025

ADOPTED BUDGET SUMMARY											
				City Name Fiscal Year July 1	: CARROLL 2024 - June 30						
	1	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources										-	
Taxes Levied on Property	1	4,417,010	1,082,380		783,100	0			6,282,490	6,251,747	6,332,819
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0 0	0
Net Current Property Taxes	3	4,417,010	1,082,380		783,100	0			6,282,490	6,251,747	6,332,819
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			1,183,723					1,183,723	1,248,357	1,108,635
Other City Taxes	6	523,827	2,118,470		12,200	0			2,654,497	2,548,500	2,619,395
Licenses & Permits	7	98,450	0					0	98,450	96,900	84,712
Use of Money and Property	8	155,675	23,100	5,060	0	22,000	22,000	213,900	441,735	650,921	629,506
Intergovernmental	9	357,114	1,446,066	0	46,775	513,333		0	2,363,288	2,683,735	2,455,485
Charges for Fees & Service	10	1,842,970	5,000		0	0	0	4,036,990	5,884,960	5,809,960	5,753,856
Special Assessments	11	0	0		0	0		0	0	0 0	0
Miscellaneous	12	207,800	2,850		0	305,000	20,000	76,400	612,050	508,197	420,667
Sub-Total Revenues	13	7,602,846	4,677,866	1,188,783	842,075	840,333	42,000	4,327,290	19,521,193	19,798,317	19,405,075
Other Financing Sources:											
Total Transfers In	14	1,139,382	166,597	0	631,083	514,500	0	3,748,250	6,199,812	9,468,763	7,617,356
Proceeds of Debt	15	0	0	0	0	4,245,000		2,000,000	6,245,000	1,100,000	5,796,259
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	35,775	0
Total Revenues and Other Sources	17	8,742,228	4,844,463	1,188,783	1,473,158	5,599,833	42,000	10,075,540	31,966,005	30,402,855	32,818,690
Expenditures & Other Financing Uses											
Public Safety	18	2,765,952	62,000	0			0		2,827,952	2,709,529	2,399,330
Public Works	19	1,457,410	1,477,744	0			0		2,935,154	2,952,507	2,339,018
Health and Social Services	20	87,240	0	0			0		87,240	87,240	69,397
Culture and Recreation	21	3,478,524	128,500	0			0		3,607,024	4,373,722	3,096,907
Community and Economic Development	22	163,900	174,200	99,259			0		437,359	683,259	381,946
General Government	23	1,482,939	0	0			0		1,482,939	1,378,132	1,227,189
Debt Service	24	. 0	0	0	1,472,563		0		1,472,563	1,685,786	1,776,617
Capital Projects	25	0	0	0		8,594,253	0		8,594,253	9,887,426	4,999,881
Total Government Activities Expenditures	26	9,435,965	1,842,444	99,259	1,472,563	8,594,253	0		21,444,484	23,757,601	16,290,285
Business Type Proprietray: Enterprise & ISF	27							8,582,834	8,582,834	4,359,314	3,513,235
Total Gov & Bus Type Expenditures	28	9,435,965	1,842,444	99,259	1,472,563	8,594,253	0	8,582,834	30,027,318	28,116,915	2,339,018 69,397 3,096,907 381,946 1,227,189 1,776,617 4,999,881 16,290,285 3,513,235 19,803,520 7,617,356
Total Transfers Out	29	164,500	2,148,954	1,145,020	0	0	0	2,741,338	6,199,812	9,468,763	7,617,356
Total ALL Expenditures/Fund Transfers Out	30	9,600,465	3,991,398	1,244,279	1,472,563	8,594,253	0	11,324,172	36,227,130	37,585,678	27,420,876
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	-858,237	853,065	-55,496	595	-2,994,420	42,000	-1,248,632	-4,261,125	-7,182,823	5,397,814
Beginning Fund Balance July 1	33	3,589,097	5,006,961	229,129	119,538	4,529,651	736,351	9,624,276	23,835,003	31,017,826	25,620,012
Ending Fund Balance June 30	34	2,730,860	5,860,026	173,633	120,133	1,535,231	778,351	8,375,644	19,573,878	23,835,003	31,017,826

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
020A - Fire Truck/Street Improvements	1	1,505,000	GO	20-17	130,000	34,650	164,650	600			165,250
021A - Refunding Library/City Hall/Park Projects	2	, ,		21-67	245,000	37,400	282,400	600		283,000	(
022A - Rec Center LOSST Debt	3	-,,		22-90	215,000	178,713	393,713	600		394,313	(
RF Sewer Loan	4	10,998,000			721,000	12,618	733,618	1,802		735,420	(
ROPOSED 2024A - Rec/Fire Vehicle	5	1,165,000	GO	24-	600,000	30,050	630,050				630,050
	6		-				0				(
	7		-				0				(
	8		-				0				(
	9		-				0				(
	10		-				0				(
	11		-				0				(
	12		-				0				(
	13		-				0				(
	14		-				0				(
	15		-				0				(
	16		-				0				(
	17		-				0				(
	18		-				0				(
	19		-				0				(
	20		-				0				(
	21		-				0				(
	22		-				0				(
	23 24		-				0				(
			-				0				
	25 26		-				0				(
	20		-				0				(
	28		-				0				(
	28		-				0				(
	30		-				0				(
OTALS	50		-		1,911,000	293,431	2,204,431	3,602		1,412,733	795,300

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31		-				0				
	32		-				0				
	33		-				0				
	34		-				0				
	35		-				0				
	36		-				0				
	37		-				0				
	38		-				0				
	39		-				0				
	40		-				0				
	41		-				0				
	42		-				0				
	43		-				0				
	44		-				0				
	45		-				0				
	46		-				0				
	47		-				0				
	48		-				0				
	49		-				0				
	50		-				0				
	51		-				0				
	52		-				0				
	53		-				0				
	54		-				0				
	55		-				0				
	56		-				0				
	57		-				0				
	58		-				0				
	59		-				0				
	60		-				0				

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

								D 1-	Reductions due to	Paid from Funds	Amount Paid
Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	D.C	OTHER THAN Current Year Debt Service Taxes	Current Year Debt Service Levy
	61		-				0				
	62		-				0				
	63		-				0				
	64		-				0				
	65		-				0				
	66		-				0				
	67		-				0				
	68		-				0				
	69		-				0				
	70		-				0				
	71		-				0				
	72		-				0				
	73		-				0				
	74		-				0				
	75		-				0				
	76		-				0				
	77		-				0				
	78		-				0				
	79		-				0				
	80		-				0				
	81		-				0				
	82		-				0				
	83		-				0				
	84		-				0				
	85		-				0				
	86		-				0				
	87		-				0				
	88		-				0				
	89		-				0				
	90		-				0				

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

G TERM DEBT SC	HEDULE - LT DEBT4 GEN	NERAL OB	LIGATION BO	NDS, TIF BON	NDS, REVEN	UE BOND	S, LOANS, LE	ASE-PURCHA	SE PAYMENTS		
Debt	t Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91		-				0				0
	92	2	-				0				0
	93	3	-				0				0
	94	ł	-				0				0
	95	5	-				0				0
	96	5	-				0				0
	97		-				0				0
	98	3	-				0				0
	99	)	-				0				0
	100	)	-				0				0
	101	l	-				0				0
	102	2	-				0				0
	103	3	-				0				0
	104	ł	-				0				0
	105	5	-				0				0
	106	5	-				0				0
	107	7	-				0				0
	108	3	-				0				0
	109	)	-				0				0
	110	)	-				0				0
	111	[	-				0				0
	112	2	-				0				0
	113	3	-				0				0
	114		-				0				0
	115	5	-				0				0
	116	5	-				0				0
	117		-				0				0
	118		-				0				0
	119		-				0				0
	120		-				0				0
LS					1,911,000	293,431	2,204,431	3,602	0	1,412,733	795,300

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121		-				0				
	122		-				0				
	123		-				0				
	124		-				0				
	125		-				0				
	126		-				0				
	127		-				0				
	128		-				0				
	129		-				0				
	130		-				0				
	131		-				0				
	132		-				0				
	133		-				0				
	134		-				0				
	135		-				0				
	136		-				0				
	137		-				0				
	138		-				0				
	139		-				0				
	140		-				0				
	141		-				0				
	142		-				0				
	143		-				0				
	144		-				0				
	145		-				0				
	146		-				0				
	147		-				0				
	148		-				0				
	149		-				0				
	150		-				0				

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	GER					CE DOILD	, <u> </u>		SE PAYMENTS		
Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151		-				0				
	152		-				0				
	153		-				0				
	154		-				0				
	155		-				0				
	156		-				0				
	157		-				0				
	158		-				0				
	159		-				0				
	160		-				0				
	161		-				0				
	162		-				0				
	163		-				0				
	164		-				0				
	165		-				0				
	166		-				0				
	167		-				0				
	168		-				0				
	169		-				0				
	170		-				0				
	171		-				0				
	172		-				0				
	173		-				0				
	174		-				0				
	175		-				0				
	176		-				0				
	177	1	-				0				
	178	1	-				0				
	179		-				0				
	180		-				0				
S			İ		1,911,000	293,431	2,204,431	3,602	0	1,412,733	795,30

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	GEN	ERAL OB	LIGATION BO	NDS, HF BUF	NDS, KEVEN	UE BONDS	5, LUANS, LE	ASE-FUNCTIA	SE PAYMENTS		
Debt Name	,	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181		-				0				
	182		-				0				
	183		-				0				
	184		-				0				
	185		-				0				
	186		-				0				
	187		-				0				
	188		-				0				
	189		-				0				
	190		-				0				
	191		-				0				
	192		-				0				
	193		-				0				
	194		-				0				
	195		-				0				
	196		-				0				
	197		-				0				
	198		-				0				
	199		-				0				
	200		-				0				
	201		-				0				
	202		-				0				
	203		-				0				
	204		-				0				
	205		-				0				
	206		-				0				
	207		-				0				
	208		-				0				
	209		-				0				
	210		-				0				
S					1,911,000	293,431	2,204,431	3,602	0	1,412,733	795,30

#### LONG TERM DEBT SCHEDULE - GRAND TOTALS

#### GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

LONG TERM	ONG TERM DEBT SCHEDULE - GRAND TOTALS												
	GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS												
	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy	4, 12:					
GO - TOTAL	1,190,000	280,813	1,470,813	1,800	0	677,313	795,300	, 46					
NON GO - TOTAL	721,000	12,618	733,618	1,802	0	735,420	0						
GRAND - TOTAL	1,911,000	293,431	2,204,431	3,602	0	1,412,733	795,300	)					

19/20

Local Government Property Valuation System

#### NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET Fiscal Year July 1, 2024 - June 30, 2025

City of: CARROLL

The City Council will conduct a public hearing on the proposed Budget at: Time: 05:15 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <a href="https://dom.iowa.gov/local-budget-appeals">https://dom.iowa.gov/local-budget-appeals</a>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

The estimated tax levy rate per \$1000 valuation on Agricultural land is

3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (712) 792-1000			City Clerk/Fina	nce Officer's NAME Laura Schaefer
		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	6,282,490	6,251,747	6,332,819
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	6,282,490	6,251,747	6,332,819
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,183,723	1,248,357	1,108,635
Other City Taxes	6	2,654,497	2,548,500	2,619,395
Licenses & Permits	7	98,450	96,900	84,712
Use of Money and Property	8	441,735	650,921	629,506
Intergovernmental	9	2,363,288	2,683,735	2,455,485
Charges for Fees & Service	10	5,884,960	5,809,960	5,753,856
Special Assessments	11	0	0	0
Miscellaneous	12	612,050	508,197	420,667
Other Financing Sources	13	6,245,000	1,135,775	5,796,259
Transfers In	14	6,199,812	9,468,763	7,617,356
Total Revenues and Other Sources	15	31,966,005	30,402,855	32,818,690
Expenditures & Other Financing Uses				
Public Safety	16	2,827,952	2,709,529	2,399,330
Public Works	17	2,935,154	2,952,507	2,339,018
Health and Social Services	18	87,240	87,240	69,397
Culture and Recreation	19	3,607,024	4,373,722	3,096,907
Community and Economic Development	20	437,359	683,259	381,946
General Government	21	1,482,939	1,378,132	1,227,189
Debt Service	22	1,472,563	1,685,786	1,776,617
Capital Projects	23	8,594,253	9,887,426	4,999,881
Total Government Activities Expenditures	24	21,444,484	23,757,601	16,290,285
Business Type / Enterprises	25	8,582,834	4,359,314	3,513,235
Total ALL Expenditures	26	30,027,318	28,116,915	19,803,520
Transfers Out	27	6,199,812	9,468,763	7,617,356
Total ALL Expenditures/Transfers Out	28	36,227,130	37,585,678	27,420,876
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,261,125	-7,182,823	5,397,814
Beginning Fund Balance July 1	30	23,835,003	31,017,826	25,620,012
Ending Fund Balance June 30	31	19,573,878	23,835,003	31,017,826



Carroll Parks and Recreation has identified upgrades needed at Merchants Park that will help with the day-to-day operations and provide amenities needed for the Iowa High School State Baseball Tournament and the Iowa Community College Athletic Conference Tournament.

In fall of 2023, City Staff tried to get multiple large projects done during our very short construction window. Unfortunately, due to the time constraints, the bids came back unfavorable. The Amendment to the Agreement is for re-bidding phase services with the intent to issue drawings for bid in mid-April. This agreement only reflects the project phases that went to bid in the fall of 2023. The work being designed is based off the early engineering pre-design phase from early 2022 and will be expanded to include re-bidding services for each phase of the project which includes: press box expansion, dugout expansion, protective netting, ADA aluminum bleachers and lighting.

The re-bidding timeline is as follows:

Issue documents	April 10, 2024
Pre-Bid Meeting	April 18, 2024
Bid Opening	May 2, 2024
Contract to Council	May 13, 2024
Construction to start	July 29, 2024
Substantial Completion	December 20, 2024

Amendment to Agreement (Re-Bidding Phase Services) Cost: \$9,400

Shive-Hattery Engineering Group has provided construction design and bidding documents, while City Staff and Carroll Athletic Club has sought grants and fundraising efforts.

Lump sum fees for scope of work included in the original agreement are as follows:

<u>\$ 16,900.00-</u> Paid in 01/2022
\$ 60,700.00
\$ 800.00
\$ 8,000.0 <u>0</u>
\$ 69,500.00

Funding:

Carroll County	\$ 50,000
Private Donations	\$316,519
Other Grants/Funding	\$ 95,000
Carroll Community School Dist.	\$ 10,000
Kuemper Catholic School System	\$ 10,000
<u>City of Carroll</u>	\$353,080
Total Project Funding Secured	\$815,319
<u>CAT Grant Requested</u>	<u>\$203,000</u>
Total	\$1,018,319
Press Box, Bleachers, Dugout, Netting, With 15% Contingency Add-Alternate Lighting Engineering/Design Survey/Permits FF&E <u>Misc.</u> Total Expected Project Cost	\$734,600 \$371,700 \$78,900 \$10,000 \$5,000 \$10,000 \$1,210,200

**RECOMMENDATION**: Mayor and City Council consideration and approval of the Resolution approving the Amendment to Agreement with Shive-Hattery, Inc. for re-bidding phase services for Merchants Park in the amount of \$9,400.00.

## RESOLUTION NO.

## A RESOLUTION APPROVING AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CARROLL AND SHIVE-HATTERY, 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, the Amendment to Agreement between the City of Carroll and Shive-Hattery, Inc. to provide re-bidding services for upgrades to the Merchants Park Baseball Stadium in Carroll is attached hereto as Exhibit "A"; and

WHEREAS, it is determined that the approval of the attached Amendment to Agreement is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the Amendment to Agreement Between the City of Carroll and Shive-Hattery, Inc., 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 8<sup>th</sup> day of April 2024.

## CITY COUNCIL OF THE CITY OF CARROLL, IOWA

BY:

Gerald H. Fleshner, Mayor

ATTEST:

By: \_\_\_\_

Laura A. Schaefer, City Clerk



## AMENDMENT TO AGREEMENT between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Chad Tiemeyer CLIENT: City of Carroll, IA 627 N. Adams St Carroll, IA 51401

PROJECT: City of Carroll - 2023 Merchants Park

PROJECT LOCATION: Carroll, IA

ORIGINAL AGREEMENT DATE: May 7, 2023

AMENDMENT NO.: 1

AMENDMENT DATE: March 18, 2024

City of Carroll and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

## **PROJECT DESCRIPTION**

Provide design phase services for upgrades to the Merchants Park Baseball stadium in Carroll, Iowa.

The original scope of work included Design and Bidding phase services. The scope will be expanded to include re-bidding services with the intent to issue drawings for bid in mid-April.

## **SCOPE OF SERVICES**

Tasks for the additional Scope of Services are added as follows:

#### **Re-Bidding Phase Services:**

- 1. Coordinate the Advertisement for Bid and Public Hearing Notifications.
- 2. Issue plans and specifications to an online plan room for distribution. Documents will be issued as a single bid package for bidding in Spring 2024, with field lighting as an alternate.
- 3. Submit signed and sealed construction documents to the Authority Having Jurisdiction for building permit approval.
- 4. Conduct a Pre-Bid meeting with contractors and respond to contractor questions as they review the documents and prepare their bids.
- 5. Prepare and issue addenda, as needed, to include any changes to the project documents which may be discussed during bidding.
- 6. Attend bid opening. Assist in opening and evaluating the bids.
- 7. Provide a bid tabulation and letter of recommendation of award.
- 8. Prepare AIA Owner-Contractor agreement for legal counsel review, compile executed contract, bonds, and certificate of liability insurance.

### **SCHEDULE**

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

• We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services. We understand it is the City's intent to bid this project for contract approval during the May 13, 2024 city council meeting.

### **COMPENSATION**

Description	<b>Fee Type</b>	Fee	Estimated Expenses	Total
Re-Bidding Phase Services	Hourly w/ Max	\$9,000	\$400	\$9,400
ESTIMATED TOTAL		\$9,000	\$400	\$9,400

#### Fee Types:

 Hourly w/ max – We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

#### Expenses:

• Included – The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

### AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely, SHIVE-HATTERY, INC.

## Kalen Haldisty

Karen Hardisty, Project Manager khardisty@shive-hattery.com

## AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Carroll, IA

BY:	TITLE:	
(signature)		
PRINTED NAME:	DATE ACCEPTED:	



City	/ 01	f Carr	oll		
627 N. A	dams Street	Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139	
MEMO TO:	Aaron Koo	oiker, City Manager 💡	th		
FROM:	Randall M.	Krauel, Director of Pul	blic Works RMK		
DATE:	April 3, 202	24			
SUBJECT:		f a Portion of North W ion Setting a Public Hea			

Following acceptance of the release of Right-of-Way/Easement from Carroll County for the N. West Street easement, it is proposed to vacate for street purposes the east 13 feet of the easement, further described as follows:

East 13 feet of the West 53 feet of the North 2,164 feet of the NE<sup>1</sup>/<sub>4</sub> of Section 13-T84N-R35W

A Vacation Plat is attached.

The vacation is determined to be in the best interest of the City, is deemed to be appropriate, the portion of the street is not needed for the use of the public, its maintenance at public expense is no longer justified and vacation will not deny owners of abutting property reasonable access to their property.

Code of Iowa Section 364.12 requires a public hearing on the proposed vacation.

**RECOMMENDATION**: Mayor and City Council consideration of passage and approval of the Resolution setting a public hearing on the proposed vacation of a portion of North West Street for Monday, April 22, 2024, at 5:15P.M.

RMK:kjs

attachments (2)

#### RESOLUTION NO.

# RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF NORTH WEST STREET.

WHEREAS, the City of Carroll, Iowa, is proposing to vacate a portion of North West Street described as follows:

East 13 feet of the West 53 feet of the North 2,164 feet of the NE<sup>1</sup>/<sub>4</sub> of Section 13-T84N-R35W; and,

WHEREAS, the vacation is deemed to be in the best interest of the City, is deemed to be appropriate, the portion of the street is not needed for the use of the public, its maintenance at public expense is no longer justified and vacation will not deny owners of abutting property reasonable access to their property; and,

WHEREAS, Code of Iowa Chapter 364.12 requires a public hearing on the proposed vacation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that a public hearing on the proposed vacation of a portion of North West Street is set for the 22<sup>nd</sup> day of April, 2024, at 5:15P.M. at the Carroll City Hall, 627 N. Adams Street, Carroll, Iowa.

Passed and approved by the Carroll City Council this 8<sup>th</sup> day of April, 2024.

## CITY COUNCIL OF THE CITY OF CARROLL, IOWA

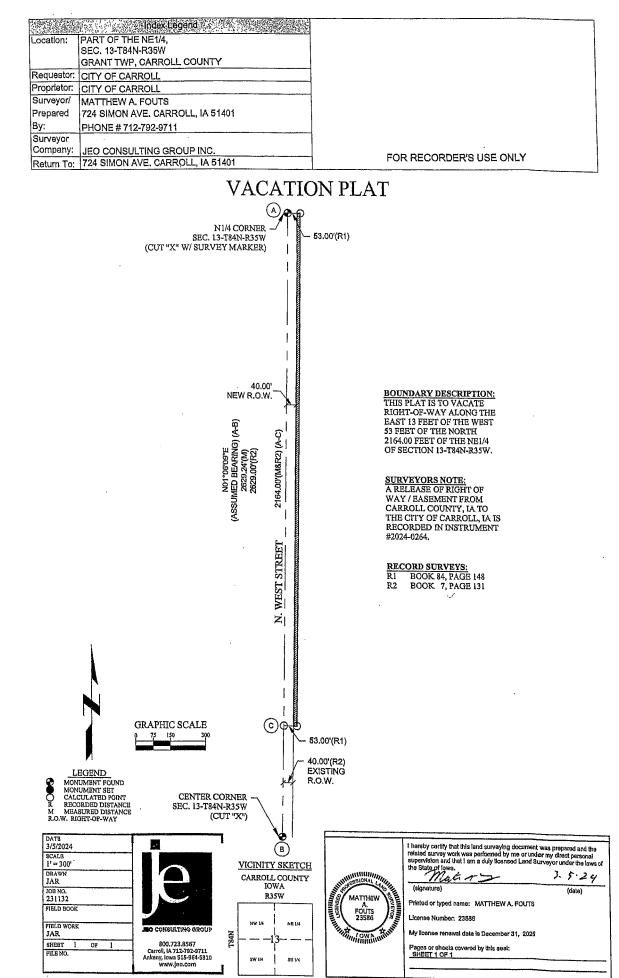
By:

Gerald H. Fleshner, Mayor

ATTEST:

By:

Laura A. Schaefer, City Clerk



P:/Engineering/231132.00-Carrol Muni Gol Course Subdivision/8 Survey/Drawings/231132 - VACATION PLAT.dwg, on 3/5/2024 4:34 PM.

City of Carroll

## 627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO:	Aaron Kooiker, City Manager AC
FROM:	Randall M. Krauel, Director of Public Works KMK
DATE:	April 3, 2024
SUBJECT:	Rezoning Proposal from A-1, Agricultural District to R-3, Low-Density Residential District • Resolution Setting Public Hearing

A proposal has been made to rezone the following described parcel of land from A-1, Agricultural District to R-3, Low-Density Residential District:

A Parcel of land located in part of Lot 2 and Lot 3 of the Northwest Quarter of the Northeast Quarter and Part of Lot 2 located in the Southwest Quarter of the Northeast Quarter, all in Section 13, Township 84 North, Range 35 West of the 5<sup>th</sup> P.M., City of Carroll, Carroll County, Iowa, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 13; thence S01°06'09"W (assumed bearing) on the West line of said Northeast quarter, 443.40 feet; thence S88°53'51"E, 40.00 feet to the POINT OF BEGINNING; thence continuing S88°53'51"E, 150.00 feet; thence S01°06'09"W, 600.00 feet; thence S88°53'51"E, 50.00 feet; thence S01°06'09"W, 520.00 feet; thence N88°53'51"W, 200.00 feet; thence N01°06'09"E, 1120.00 feet to the POINT OF BEGINNING.

Parcel contains 4.45 acres, more or less

The Parcel of land is illustrated on the attached drawing. It is the parcel proposed as the West Golfview Subdivision.

Code of Iowa Chapter 414 requires a public hearing on the proposed zoning change.

**STAFF RECOMMENDATION:** Mayor and City Council consideration and approval of the Resolution setting a public hearing on the proposed rezoning for Monday, April 22, 2024, at 5:15P.M.

### RESOLUTION NO.

# RESOLUTION SETTING A PUBLIC HEARING ON A PROPOSED REZONING FROM A-1, AGRICULTURAL DISTRICT TO R-3, LOW-DENSITY RESIDENTIAL DISTRICT

WHEREAS, the City of Carroll, Iowa, is proposing to rezone a parcel of land described as follows:

A Parcel of land located in part of Lot 2 and Lot 3 of the Northwest Quarter of the Northeast Quarter and Part of Lot 2 located in the Southwest Quarter of the Northeast Quarter, all in Section 13, Township 84 North, Range 35 West of the 5th P.M., City of Carroll, Carroll County, Iowa, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 13; thence S01°06'09"W (assumed bearing) on the West line of said Northeast quarter, 443.40 feet; thence S88°53'51"E, 40.00 feet to the POINT OF BEGINNING; thence continuing S88°53'51"E, 150.00 feet; thence S01°06'09"W, 600.00 feet; thence S88°53'51"E, 50.00 feet; thence S01°06'09"W, 520.00 feet; thence N88°53'51"W, 200.00 feet; thence N01°06'09"E, 1120.00 feet to the POINT OF BEGINNING.

Parcel contains 4.45 acres, more or less; and,

WHEREAS, the proposed rezoning is from A-1, Agricultural District to R-3, Low-Density Residential District; and,

WHEREAS, Code of Iowa Chapter 414 requires a public hearing on the proposed rezoning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that a public hearing on the proposed rezoning is set for the 22<sup>nd</sup> day of April, 2024, at 5:15P.M. at the Carroll City Hall, 627 N. Adams Street, Carroll, Iowa.

Passed and approved by the Carroll City Council this 8<sup>th</sup> day of April, 2024.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

By:

Gerald H. Fleshner, Mayor

ATTEST:

By:

Laura A. Schaefer, City Clerk





627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

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

DATE: April 3, 2024

SUBJECT: Water System Pressure Zone Improvements - 2024 Professional Services Agreement

A Professional Services Agreement for services related to the Water System Pressure Zone Improvements has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design of facilities to create a second pressure zone located in the northwest quadrant of the City.

The scope of services and compensation are detailed in the attached, proposed Agreement and summarized as follows:

Preliminary Design Phase Final Design Phase	\$188,500.00 Lump Sum \$290,000.00 Lump Sum
Bidding Phase	\$7,500.00 Lump Sum
Construction Administration Phase	As Required TBD
Construction Observation Phase	As Required Hourly
Post Construction Phase	<u>\$12,500.00</u> Lump Sum
Total Estimated Fee	\$498,500.00

The Budget and Capital Improvements Program include the following proposed funding for the project.

Water Utility Fund, F.Y. 24-25 Water Utility Fund, F.Y. 25-26 Loan/Bond, F.Y. 25-26 \$500,000.00 Design \$1,500,000.00 Construction \$1,500,000.00 Construction

Total

\$3,500,000.00

Water System Pressure Zone Improvements - 2024 Professional Services Agreement April 3, 2024 Page 2

The proposed project time frame is as follows:

	Days	<u>Approx. Date</u>
Preliminary Design Phase	120	August 15, 2024
Final Design Phase	180	February 15, 2025
Bidding Phase	60	April 15, 2025
Construction Administration and Observation	360	April 15, 2026
Post Construction Phase	60	June 15, 2026

**RECOMMENDATION**: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water System Pressure Zone Improvements project at a Total Estimated Fee of \$498,500.00.

RMK:ds

attachments (2)

# RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER SYSTEM PRESSURE ZONE PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Water System Pressure Zone Improvements project has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Water System Pressure Zone Improvements project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 8<sup>th</sup> day of April, 2024.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

By: \_

Gerald H. Fleshner, Mayor

ATTEST:

By: \_

Laura A. Schaefer, City Clerk



# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of <u>the date signed by the Owner</u> between <u>City of Carroll, Iowa</u> ("Owner") and <u>JEO Consulting Group, Inc. ("Engineer")</u>.

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water System Pressure Zone Improvements - 2024 ("Project").

JEO Project Number: 231642.00

Owner and Engineer further agree as follows:

# **ARTICLE 1 - SERVICES OF ENGINEER**

# 1.01 Scope

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

# **ARTICLE 2 - OWNER'S RESPONSIBILITIES**

# 2.01 Owner Responsibilities

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

# **ARTICLE 3 - COMPENSATION**

# 3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

Preliminary Design Phase:	\$ 188,500.00 Lump Sum
Final Design Phase:	\$ 290,000.00 Lump Sum
Bidding and Negotiation Phase:	\$ 7,500.00 Lump Sum
Construction Administration Phase:	\$ As Requested TBD
Construction Observation Phase:	\$ As Requested Hourly*
Post Construction Phase:	\$ 12,500.00 Lump Sum
Total Estimated Fee:	\$ 498,500.00

\* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is attached as Exhibit C.

# **ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

## 4.01 Exhibits

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

## 4.02 Total Agreement

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

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

Owner: City of Carroll

Engineer: JEO Consulting Group, Inc.

That Jula By: Gerald H. Fleshner By: <u>Noah Dryden</u>\_\_\_\_\_ Title: Project Manager Title: Mayor Date Signed: April 8, 2024 Date Signed: April 3, 2024 Address for giving notices: Address for giving notices: City of Carroll JEO Consulting Group, Inc. 627 Adams Street 724 Simon Avenue Carroll, IA 51401 Page 113 Carroll, IA 51401

## **PROJECT DESCRIPTION:**

The City of Carroll desires to complete water system improvements to create a new pressure zone in the northwest quadrant of the city. These Improvements include a new booster station to fill a new elevated water storage tank that will maintain pressure in the new pressure zone. Distribution system improvements will connect the booster station and elevated storage tank to the existing distribution system. Two [2] pressure reducing valve [PRV] vaults will be installed to interconnect the two pressure zones. Additional distribution system improvements will provide looping in each pressure zone and eliminate dead ends. The project generally includes the following.

- 1. Determination of the booster station site, elevated water storage tank site, and PRV vault locations.
- 2. Design of booster station including site piping, interior piping, pumps and motors, chemical feed room, appurtenances, and approximately 15'x30' split-faced block building including HVAC, electrical, backup generator and site civil improvements for access and security.
- 3. Design of up to 150,000-gallon welded steel pedestal style elevated water storage tank including site piping and site civil improvements for access and security.
- 4. Design of two pressure reducing valve [PRV] vaults located at the division of the two pressure zones to interconnect the two pressure zones.
- 5. Design of up to 5,500 linear feet of 6" and/or 8" water distribution mains to provide looping in each pressure zone to eliminate dead ends.
- 6. Modify the existing control system to provide control and/or monitoring of the new booster station, elevated water storage tank, and PRV equipment.

The work to be performed by the Engineer shall generally include the development of plans, technical specifications, and contract documents detailing the necessary work, services, materials, equipment, and supplies necessary to complete the construction of the project. The Engineer will also provide bidding and negotiation phase services. Construction administration and construction observation services can be provided as requested on an hourly basis.

The water system improvements will be constructed by a Contractor under a separate contract with the City of Carroll, which will be awarded through a formal bidding process. It is anticipated that there will be up to two (2) prime contractors working under separate construction contracts to complete the work. The project is being funded using local funds, with no special funding or grant funding anticipated.

# BASIC SERVICES (LUMP SUM):

# Project Management (All Phases):

- 1. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - a. Coordinate design disciplines including facilitating communication and transfer of documents between disciplines.
  - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - c. Provide oversight to ensure scope of services and schedule is met.
  - d. Work with disciplines to identify potential risks and how to mitigate those risks.
  - e. Review billed hours by design team and prepare invoice statements for Owner.

#### Preliminary Design Phase:

Topographic Survey:

- 1. Following confirmation by the Owner, a topographic survey of the project areas will be completed. The topographic survey to include:
  - a. Coordinate utility locates and survey utilities within the project areas.
  - b. Survey physical features within the proposed project areas.
  - c. Establish vertical and horizontal control for the project areas.
  - d. Conduct research to determine the existing right-of-way and locate and survey property pins as necessary to accurately determine the existing right-of-way.
  - e. Create an electronic drawing of property boundaries, elevations, site features, and existing utilities.

30% Design Process:

- 1. Attend and facilitate a project initiation/kickoff meeting with Owner to review the project scope, schedule, and project requirements. Confirm with the Owner and designated staff the proposed routes and preferred side of the road for the watermain loops. [1 Meeting]
- 2. Assist the Owner with the selection of the booster station site and elevated water storage tank site. Owner shall be responsible for all meetings and coordination with existing property owner(s). Following confirmation by the Owner the location of the tower, booster station, and water main loops, the topographic survey phase will initiate.
- 3. Collect existing data from historical drawings and plans, operational data, and/or other readily available information.
- 4. Review physical constraints of proposed water system improvements including adjacent structures, planned land use, existing utilities, property ownership, and site elevations.
- 5. Assist the owner in securing a proposal from a Geotechnical Engineer for a geotechnical investigation including up to eight [8] soil borings to obtain recommendations for bearing capacity of soil, soil compaction, and depth of groundwater. Geotechnical investigation to be contracted and paid for directly by Owner.
  - a. Four [4] soil borings at the booster station and elevated water storage tank sites.
  - b. Two [2] soil borings at the proposed PRV locations.
  - c. Two [2] soil borings at locations along the water distribution main alignments.
- 6. Prepare preliminary booster station details including booster station building layout, chemical feed room layout, interior piping, pump and motor configuration, site plan including access and security, and site piping plan up to 700 LF.
- 7. Prepare preliminary elevated water storage tank details and site plan including access and security, and site piping plan up to 300 LF.
- 8. Prepare preliminary PRV details, site plan, and piping plans.
- 9. Prepare preliminary plan for proposed water distribution mains up to 5,500 LF.
- 10. Prepare 30% plans for the water system improvements. The 30% plans to include the following:
  - a. Project Location Map
  - b. Site Map with Right-of-Way
  - c. Booster Station Site Plan
  - d. Booster Station Details
  - e. Elevated Water Storage Tank Site Plan
  - f. Elevated Water Storage Tank Details
  - g. PRV Vault Site Plans
  - h. PRV Vault Details

- i. Water Main Plan Sheets [No Profiles]
- 11. Prepare a 30% preliminary opinion of probable construction cost for the water system improvements.
- 12. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
- 13. Provide 30% drawings and opinion of probable construction cost to Owner in advance of 30% design review meeting.
- 14. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project areas, with the Owner. [1 Meeting]

## **Final Design Phase:**

60% design Process:

- 1. Revise drawings following receipt of 30% review comments from 30% design review meeting and plan-in-hand with Owner.
- 2. Prepare architectural details including floor plan, building elevations, sections, details and schedules for approximately 15'x30' booster station building constructed of split-faced block and wood roof joists. Building design shall conform to current approved building program for the Owner.
- 3. Coordinate with the electric utility to provide electrical service to the proposed booster station, elevated water storage tank and PRV vaults.
- 4. Prepare electrical service and distribution details for the proposed booster station, elevated water storage tank and PRV equipment. Electrical details to include electrical service details from power utility, location of transformers, one-line diagram, panel details, lighting details, receptacle details, and motor control diagrams.
- 5. Prepare a preliminary plan for the water control system including type, location of PLC, and communication type.
- Prepare technical specifications related to the materials and installation for the booster station, elevated storage tank, PRV vaults, water distribution mains, electrical service and distribution, and control system. The current version of EJCDC specifications will be used with Carroll supplemental specifications included.
- 7. Prepare 60% drawings, technical specifications, and opinion of probable cost for the selected water main alignment. The 60% drawings to include the following:
  - a. Project Location Map
  - b. Site Map with Right-of-Way
  - c. Booster Station Site Plan
  - d. Booster Station Details
  - e. Elevated Water Storage Tank Site Plan
  - f. Elevated Water Storage Tank Details
  - g. PRV Vault Site Plans
  - h. PRV Vault Details
  - i. Water Main Plan and Profile Sheets (Including Profiles)
  - j. Architectural Sheets
  - k. Mechanical Sheets
  - I. Electrical Sheets
  - m. Standard Details
- 8. Prepare a 60% preliminary opinion of probable construction cost for the water system improvements.

# Exhibit A

- 9. Prepare contract documents including the Invitation to Bid for the advertisement, Notice of Public Hearing, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
- 10. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- 11. Provide 60% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 60% design review meeting.
- 12. Attend and facilitate a 60% design review meeting with Owner to review project documents and details. *[1 Meeting]*

## 90% Design Process:

- 1. Revise drawings, technical specifications, and contract documents following receipt of 60% review comments from 60% design review meeting with Owner.
- 2. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost for the water system improvements. The 90% drawings to include the following:
  - a. Project Location Map
  - b. Site Map with Right-of-Way
  - c. Booster Station Site Plan
  - d. Booster Station Details
  - e. Elevated Water Storage Tank Site Plan
  - f. Elevated Water Storage Tank Details
  - g. PRV Vault Site Plans
  - h. PRV Vault Details
  - i. Water Main Plan and Profile Sheets
  - j. Architectural Sheets
  - k. Mechanical Sheets
  - I. Electrical Sheets
  - m. Standard Details
- 3. Prepare up to two (2) separate land acquisition plats for the Owner for the selected elevated water storage tank and booster station site based upon the final site requirements determined in the preliminary design phase for use by others in acquiring necessary rights-of-way for construction.
- 4. Prepare a 90% preliminary opinion of probable construction cost for the water system improvements.
- 5. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- 6. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- 7. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. *[1 Meeting]*

Design Finalization Process:

- 1. Revise plans, technical specifications, and contract documents following receipt of 90% review comments from 90% design review meeting with Owner.
- 2. Prepare final plans, technical specifications, contract documents, and opinion of probable cost.
- 3. Conduct an internal final QA/QC of the project contract documents and incorporate necessary revisions.

- 4. Provide final plans, technical specifications, contract documents, and opinion of probable construction cost to Owner.
- 5. Create final plans and specification package and sign and seal by engineers all registered in the State of Iowa.
- 6. Prepare a Storm Water Pollution Prevention Plan [SWPPP] and coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Iowa Department of Natural Resources to obtain an NPDES Stormwater permit.
- 7. Prepare applicable permit schedules for an IDNR construction permit that is required to construct the water system improvements and assist the Owner with the submittal of the permit. Owner to pay all review fees.
- 8. Prepare applicable permit for IDOT utility accommodation/crossing and assist the Owner with the submittal of the permit. Owner to pay all review fees.

# **Bidding and Negotiation Phase:**

- 1. Obtain approval of final plans, technical specifications, and contract documents and obtain authorization to advertise for bids from Owner.
- 2. Supply the Invitation to Bidders to the Owner for publication in the official media outlet(s).
- 3. Furnish copies of plans, technical specifications, and contract documents to prospective bidders, material suppliers, and other interested parties upon their request.
- 4. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- 5. Attend public information meeting and provide a general overview of pertinent project information to the general public. *[1 Meeting]*
- 6. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 7. Prepare and submit necessary information to the Owner for project award approval.
- 8. Prepare contract documents for execution by Contractor(s) and the Owner, and approval Owner and Owner's legal and insurance counsel.

# Post Construction Phase:

- 1. Obtain as-built location and elevation data from Contractor and incorporate into record drawings. No survey verification of Contractor data included.
- 2. Provide record drawings reflecting improvements as constructed. Furnish to the Owner three [3] paper copies and one digital copy of the as-built record drawings.
- 3. Submit final documentation to the IDNR included bacteria test results, record drawings, and report of final total project costs to close out construction permit.
- 4. Schedule and facilitate an 11-month warranty walkthrough with the Owner.
- 5. Provide a warranty list to the Contractor and make up to two [2] site visits to confirm items are addressed.

# BASIC SERVICES [AS REQUESTED BY OWNER]

#### **Construction Administration Phase:**

- 1. Schedule and conduct a pre-construction meeting. The pre-construction meeting will review the required timelines set forth in the contract documents, lines of communication, and key contacts. [1 Meeting]
- 2. Coordinate materials testing during construction. Material testing shall be completed by a geotechnical firm. Costs associated for these services to be paid directly by the Owner.
- 3. Review water main testing results provided by the Contractor as required by the contract documents.
- 4. Provide interpretation of the plans and specifications, when necessary.
- 5. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them: which allows the Engineer the chance to compare the selected materials and equipment against the specifications.
- 6. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- 7. Review Contractor's payment estimates and provide to Owner for review and approval.
- 8. Review change order requests, if necessary, and provide to Owner for review and approval.
- 9. Consult with and advise Owner during construction.
- 10. Schedule and conduct monthly construction progress meetings.
- 11. Develop a list of items for the Contractor to complete prior to final payment being released.
- 12. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment.
- 13. Recommend to the Owner the acceptance of the project and complete the necessary certificates.

#### **Construction Observation Phase:**

- 1. Review of contractors work for general compliance with the plans and specifications.
- 2. Complete Construction Observation Reports when on site.
- 3. Coordinate pay quantities with Contractor and Engineer.
- 4. Review of materials delivered to the site for specification compliance.
- 5. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
- 6. Conduct regular review of the SWPPP to ensure inspections by Contractor are compliant with the permit requirements.
- 7. Review the maintenance of the SWPPP logs, inspection results, and maintenance records within the SWPPP books are compliant with the permit requirements.
- 8. Direct Contractor to maintain best management practices [BMPs] as designed and confirm Contractor updates the SWPPP as necessary due to site conditions.
- 9. Review and coordinate materials testing by assigned testing firm, if applicable.
- 10. Compile records for use in preparing record drawings.

# **MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

- 1. Preliminary Design Phase:
  - a. Project Initiation/Kickoff Meeting [1 Meeting]

# Exhibit A

- b. 30% Design Review Meeting [1 Meeting]
- 2. Final Design Phase:
  - a. 60% Design Review Meeting [1 Meeting]
  - b. 90% Design Review Meeting [1 Meeting]
- 3. Bidding and Negotiation Phase:
  - a. Public Information Meeting [1 Meeting]

# ESTIMATED TIME FRAME:

- 1. Preliminary Design Phase: 120 Calendar Days from project Initiation/Kickoff meeting.
- 2. Final Design Phase: 180 Calendar Days from Completion of Preliminary Design
- 3. Bidding and Negotiation Phase: 60 Calendar Days from Date of Advertisement
- 4. Construction Administration and Observation Phases: 12 Months [Estimated]
- 5. Post Construction Phase: 60 Calendar Days from Acceptance of Project

# ADDITIONAL SERVICES (NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST):

- 1. Construction Administration Phase and Construction Observation Phase services are excluded from the scope of services. These services can be negotiated at a later date.
- 2. Creation of a comprehensive distribution system WaterCAD model is excluded from the scope of services.
- 3. Design of a logo for the new elevated water storage tank is excluded from the scope of services.
- 4. Structural design of elevated water storage tank foundation is excluded from the scope of services.
- 5. Geotechnical investigation, report, and recommendation are excluded from the scope of services. Owner to contract with Geotechnical Engineer directly.
- 6. Design of a lighting system for new elevated water storage tank, other than FAA light, is excluded from the scope of services.
- 7. Environmental assessment or field investigations such as wetland delineations, archaeological reviews, or migratory bird surveys, are excluded from the scope of services.
- 8. Services to evaluate additional alternatives not listed in the project summary or scope of service.
- 9. Land acquisition services, boundary survey, zoning regulations review or modifications necessary for the proposed improvements included in this project.
- 10. Community engagement services, including public information meetings and mailings/brochures, are excluded from the scope of services.
- 11. Grant administration services, including Davis-Bacon wage/payroll reviews and quarterly updates, are excluded from the scope of services.
- 12. Special funding requirements, including BABA, AIS, CDBG, and SRF are excluded from the scope of services.
- 13. Environmental regulatory permits beyond the IDNR Construction Permit, IDNR Water Use Permit, and IDNR Stormwater Discharge Permit are excluded from the scope of services.
- 14. The payment of any agency review fees and/or permitting fees are excluded from the scope of services.
- 15. Conducting SWPPP inspections and/or maintenance of BMP's corresponding to the implementation of the SWPPP are excluded from the scope of services.
- 16. NASCE coatings inspection services for water tower construction phase are excluded from the scope of services.

# Exhibit A

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- 17. Start-up and commissioning services for the booster station, elevated water storage tank, and/or PRV equipment are excluded from the scope of services.
- 18. Updates to the water system Operation & Maintenance Manual are excluded from the scope of services.
- 19. Additional meetings not identified within scope of services are excluded from the scope of services.

Exhibit B

# JEO CONSULTING GROUP INC JEO ARCHITECTURE INC GENERAL CONDITIONS

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

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

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

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

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

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

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

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

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the

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

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

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

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

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

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

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

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

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

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

Exhibit **B** 

# JEO CONSULTING GROUP INC M JEO ARCHITECTURE INC GENERAL CONDITIONS

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

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

- a. Workers' Compensation: Statutory
- b. Employer's Liability
- i. Each Accident: \$500,000
- ii. Disease, Policy Limit: \$500,000
- iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000

**g.** All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

**h.** The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

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

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

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

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

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

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

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

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

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



# **JANUARY 1, 2024**

# JEO CONSULTING GROUP INC. CURRENT HOURLY RATE SCHEDULE RANGE

# ACTUAL HOUR BASIS

Project Managers:	\$160.00	-	\$320.00
Project Engineers/Architects:	\$130.00	-	\$265.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$165.00	-	\$275.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$90.00	-	\$210.00
Office/Administrative:	\$80.00	-	\$135.00
Principals:	\$250.00	-	\$400.00

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

#### Exhibit D

#### Title VI/Non-Discrimination Assurances

#### APPENDIX A

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

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

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#### Exhibit D

#### Title VI/Non-Discrimination Assurances

#### APPENDIX E

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

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

City	/ 01	f Car	roll		
627 N. Ac	lams Street	Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139	-
МЕМО ТО:	Aaron Ko	oiker, City Manager	AL		
FROM:	Chad Tiemeyer, Director of Parks and Recreation				
DATE:	April 3, 20	)24			
SUBJECT:	Carroll Co	ounty EMS REC Me	mbership Discour	ts Discussion	

A few weeks ago, representatives from Carroll County EMS discussed the possibilities of having discounted or free rates at the Carroll REC Center for their employees. The reasoning behind this discussion is that every other Carroll County First Responding agency has an area to work out for free or at a discounted rate. Carroll County EMS does have full-time employees as well as several part-time employees. Since Carroll County EMS covers the entire City of Carroll, they wanted to start with Carroll Parks and Recreation.

At the November 27, 2023, Carroll City Council Meeting, Council approved the following policy change within the City of Carroll Personnel Policies for full-time and part-time employees:

16.9 <u>Recreation Center Membership.</u> In order to encourage physical fitness for employees and their families, full-time employees and members of the Carroll Volunteer Fire Department shall receive a free single Recreation Center membership or a 50% discount for a family membership covering the employee's family. Regularly scheduled part-time employees shall only receive a free single Recreation Center membership for the employee.

This is a policy decision for Council and Staff would like direction on what Council would like to offer.

**RECOMMENDATION**: Mayor and City Council guidance on Carroll County EMS discounted memberships at the Carroll REC Center.

City	of Carroll	
627 N. Ac	ams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139	
МЕМО ТО:	Aaron Kooiker, City Manager AL	
FROM:	Chad Tiemeyer, Director of Parks and Recreation	
DATE:	April 4, 2024	
SUBJECT:	Graham Park Bandshell Renovation Project – Discussion and Direction	

During the City of Carroll's Annual Budget Sessions, it was requested by Council to get better construction and engineering estimates on the repair of the Graham Park Bandshell. The original construction costs were estimated from 2022 at \$100,000 with project estimated costs including engineering, contingency, survey, misc. of around \$150,000. After meeting with Shive-Hattery Engineering, we discussed and prioritized the overall scope and trimmed down to basic maintenance and were able to cut that number down.

The estimated budget numbers are provided below:

Water Infiltration	\$ 23,400
Masonry Repair	\$ 33,000
Maintenance Items	\$ 21,000
Appearance/Pain	\$ 3,500
Sub Total	\$ 80,900
10% Contingency	\$ 8,090
Construction Total	\$ 88,990
	¢ 22.500 ( 1.12/10/22)
Engineering (design)	\$ 22,500 (approved 12/18/23)
Testing/Survey/Permits	\$ 2,000
FF&E	\$ 1,000
Miscellaneous	\$ 1,000
Engineering (bid/construction)	<u>\$ 10,000</u>
Total Project-Estimation	\$125,490

\*Note- bidding and construction engineering may not be required but should be estimated at this time.

Total Funding to date allocated to project: \$30,000.

**RECOMMENDATION**: Mayor and City Council discussion and direction for the Graham Park Bandshell Renovation Project.



Staff has received a few more comments regarding the traffic signal removal discussion. A few comments were for removal, and a few were for keeping the traffic signal. I also had a businessperson request that we continue the study for a longer period due to the sale of the JC Penny's building which will create more traffic in the downtown area.

**RECOMMENDATION**: Mayor and City Council consideration of removal/retainage of traffic signals at U.S. 30 and Adams Street and Court Street.

April 4, 2024

Carroll City Hall 627 N Adams St. Carroll, IA 51401

Dear Carroll City Council, Mayor, and City Manager,

I write to you in support of removing the traffic lights on the intersections of U.S. Highway 30 and Adams Street and U.S. Highway 30 and Court Street. According to the U.S. Department of Transportation – Federal Highway Administration's Traffic Signal Timing Manual, streetlights are on average 500 feet to 2,640 feet apart. From Northwest Street to each intersection moving east until Clark Street, the streetlights are roughly 425 feet apart. The entire distance from Northwest Street to Clark Street is roughly 2,086 feet. Much shorter than the average distance between streetlights according to the Department of Transportation—proving that we can expand the distance in between traffic lights.

According to the Iowa Department of Transportation Division of Planning and Programming, a 2016 study—that was revised in 2018—provided that 13,000 to 14,000 vehicles drove that same area of Highway 30 daily. More specifically, recent data shows that there are on average 720 semi-trucks that travel through downtown Carroll from 8am to 5pm Monday through Friday—that is 3,600 trucks a week. The cost of trucking alone for that many trucks a week equates to \$4,860,000 that travel on Highway 30 through Carroll's downtown.

When coming upon a red light in Carroll's downtown, each one lasts for 30 seconds. If a semitruck is stopped at both the U.S. Highway 30 and Adams Street intersection, and U.S. Highway 30 and Court Street intersection, that is a total of 1 minute of being completely stopped. On an average of \$150 an hour for trucking, that one minute has a time cost of \$2.50. If 25% of the total weekly trucks are stopped at those two intersections, that equates to \$2,250 lost in time sitting still. If 50% of the weekly trucks are stopped at those two intersections, it costs \$4,500 in time. Increasing to 75% of trucks stopped, that would have a cost of \$6,750 a week and 100% of those trucks would have a cost of \$9,000 a week. To be conservative, if 50% of the total semitrucks a week are stopped, that equates to a total cost of \$234,000 a year.

Decreasing the amount of stops along Highway 30 does not just benefit semi-trucks, but every vehicle on the road. Minus the semi-trucks, there would be on average 13,280 vehicles a day. If 50% of those are stopped, that equates to 6,390 cars and minutes if they are stopped at both intersections. That is a total of 106.5 hours. This is time taken away from those in our community. Time that could be spent volunteering, shopping, dining, doing recreational activity, and working.

I do not write this opinion to ignore any safety concerns there may be. Safety is important for everyone. However, there are ways to mitigate concerns of safety. Whether that be putting in a pedestrian crossing sign or utilizing a different intersection to cross at. In addition, throughout the time frame of the study that was completed by the City of Carroll, there were no accidents or safety issues at either intersection. In fact, accidents only took place at intersections with traffic lights.

Removing these two traffic lights will help create economic efficiencies and growth. Many businesses, whether located within Carroll County or not, utilize U.S. Highway 30 through Carroll. The time and money saved will help grow our local economy and strengthen our region's competitive potential. For that, I urge the City Council to remove the traffic lights at the two intersections that are being considered.

Sincerely,

Heiner Mathu Meiners

908 Mockingbird Dr. Carroll, IA 51401 Carroll Resident and Registered Voter

City	y oi	f Carr	oll		
627 N. A	dams Street	Carroll, Iowa 51401	(712) 792-1000	FAX: (712) 792-0139	
MEMO TO:	Honorable	Mayor and City Coun	cil Members		
FROM:	Aaron Ko	oiker, City Manager	h		
DATE:	April 4, 20	024			
SUBJECT:	Cleaning S	Services			

With the remodeled Rec Center back open to the public and a new cleaning contract required, staff began looking at the costs of our cleaning contracts as compared to hiring a person to clean several city buildings.

Currently the City pays a total of \$9,072 per month for a total of \$108,864 estimated annual cost. If the City were to hire an employee the total wages would be approximately \$57,676 (Municipal Service Worker rate of pay). FICA and IPERS would total \$9,857. Health insurance, life insurance and workers compensation is estimated at \$15,324. The total, with all employee costs included, would be \$82,857. The difference being \$26,007. On a weekly basis, this person would spend approximately 8-10 hours at City Hall, 10 hours at the Library, 6 hours at the Police Department and the bulk of the hours at the Rec Center.

At this time the position would be similar to the full-time position at the Rec Center, duties would include general cleaning, moping, sweeping, vacuuming, and waxing floors. This position would also be expected to perform light maintenance such as, repairing/replacing electrical switches and light fixtures. Staff will work on a more specific job description for this position prior to hiring.

If a person is hired, the City would also incur new hire costs (including physical, hearing and eye exams). We would also need to look at transportation from building to building and covering for vacation and sick leave.

Also of note, the PD was notified this past month that their cleaning person was resigning from the current company which means the current company will be either doing the cleaning themselves or hiring someone new. The PD has not received the best service from anyone other than their current cleaning person.

**RECOMMENDATON:** Council discussion and approval of the following for FY 2025:

- 1. Hiring of a new municipal service worker for cleaning and light maintenance services at multiple city buildings
- 2. Cancellation of all cleaning contracts upon hiring an employee